



Public Notice is hereby given of a Regular Council Meeting for Public Hearings being held on:

Monday, October 19, 2020 – 7 p.m.

**Council Chambers, 1st Floor
Richmond City Hall
6911 No. 3 Road
Richmond, BC V6Y 2C1**

OPENING STATEMENT

Page

1. **APPLICATION BY POLYGON TALISMAN PARK LTD. TO CREATE THE “RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE)” ZONE, AND REZONE THE SITE AT 8671, 8731, 8771, 8831/8851 CAMBIE ROAD, 8791 CAMBIE ROAD/3600 SEXSMITH ROAD, AND 3480, 3500, 3520, 3540/3560 SEXSMITH ROAD FROM THE “SINGLE DETACHED (RS1/F)” ZONE TO THE “RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE)” ZONE**
(File Ref. No. 12-8060-20-010198; RZ 18-836123) (REDMS No. 6527686)

PH-3

[See Page PH-3 for memorandum from Director, Development](#)

PH-53

[See Page PH-53 for full report](#)

Location: 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road

Applicant: Polygon Talisman Park Ltd.

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Purpose: To create the “Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)” zone, and to rezone 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, and 3540/3560 Sexsmith Road from the “Single Detached (RS1/F)” zone to the “Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)” zone and the “School and Institutional Use (SI)” zone, to permit development of a mixed-use mid-rise and high-rise development with approximately 784 m² (8,438 ft²) commercial space and 1,226 dwelling units, including 150 affordable housing units and 65 market rental units, and a City-owned neighbourhood park.

First Reading: September 14, 2020

Order of Business:

1. Presentation from the applicant.
2. Acknowledgement of written submissions received by the City Clerk since first reading.
3. Submissions from the floor.

Council Consideration:

1. Action on second and third readings of Richmond Zoning Bylaw 8500, Amendment Bylaw 10198.

ADJOURNMENT



To: Mayor and Councillors **Date:** September 30, 2020

From: Wayne Craig **File:** RZ 18-836123
Director, Development

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

The purpose of this memo is to respond to Council’s information request regarding the above rezoning application which was considered at the September 14, 2020 Council meeting. At the meeting, discussion took place on improving the tree retention program in the proposed park and clarification on the number of trees able to be retained on the development site. In response to Council discussion, this memo outlines additional proposed tree retention (Attachment 1) and includes revised rezoning considerations (Attachment 2) and revised tree management plans (Schedule E).

Additional Tree Retention

Following the Council meeting, staff and the developer reviewed the existing trees on the subject site and surrounding City roads and propose the following additional tree retention (Attachment 1):

- New relocation of two small on-site trees (tag# 501 and 502) to an off-site City park location. The trees to be relocated are an approximately 15cm calliper Hinkoi Cypress and 12.5cm calliper Norway Maple located within the proposed first development phase (on either side of tree tag# 319). The developer is required to enter into a legal agreement, ensuring provision of arborist supervision, submission of a tree survival security (Letter of Credit) in the amount of \$10,000.00, and coordination of the tree relocation with Parks staff to a new location determined by Parks staff.
- New retention of a portion of a on-site hedgerow, including one bylaw-sized tree (tag# 47), as part of the park planning and design process. The portion of hedgerow proposed for retention runs in an east-west alignment within the proposed City-owned neighbourhood park. The developer is also required to enter into a legal agreement, ensuring provision of a contract with a certified arborist, installation and maintenance of tree protection fencing, and submission of a tree survival security (Letter of Credit) in the amount of \$15,000.00. Should the rezoning application achieve third bylaw reading, the developer will work with Parks staff to integrate the proposed hedgerow retention into the park design concept as quickly as possible and Parks staff will prepare a park concept staff report for Council’s review.

- Through the detailed design review of the required Servicing Agreement process, staff and the developer will look at whether it is possible to retain additional portions of the hedgerow behind the curb in the proposed north-south road, proposed City-owned neighbourhood park and adjacent public open space Statutory Right-of-Way (SRW). If the additional hedgerow retention results in conflicts with required utilities, the developer may be required to provide additional utilities SRW. The portion of the hedgerow that conflicts with the building footprint and parking structure is still recommended for removal.
- The preliminary tree management plan attached to the rezoning staff report indicated the potential for ten trees to be retained along the shared property line between the proposed first phase (Lot 1/South Lot) and neighbouring property. As a result of further investigations and proposed changes to the parking structure, these trees are able to be retained along with an additional three trees, for a total proposed retention of 13 on-site trees (tag# 22, 23, 24, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46). To protect the trees, the architect and developer’s arborist worked together and propose new indents in the west edge of the parking structure. The proposal has been reviewed by City Tree Preservation staff. The developer is required to enter into a contract with a certified arborist, install and maintain tree protection fencing for the protection of these trees. Detailed design of the parking structure and confirmation of tree retention will be conducted through the required Development Permit process.

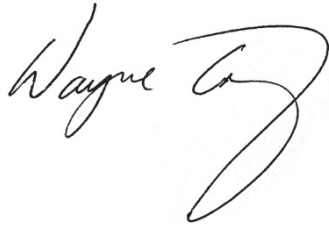
Existing Trees Clarification

Existing Trees	On-site Trees	City Trees
Total	<ul style="list-style-type: none"> • 168 trees • 2 undersized trees • 1 hedgerow 	<ul style="list-style-type: none"> • 100 trees • 1 L-shaped hedgerow
Revised proposal	<ul style="list-style-type: none"> • Retain 13 trees • Relocate 2 undersized trees • Remove 155 trees 	<ul style="list-style-type: none"> • Retain 51 trees & hedgerow in park • Relocate 14 trees • Remove 35 trees • Investigate feasibility of hedgerow retention in boulevard via SA
Compensation	<ul style="list-style-type: none"> • 310 replacement trees via DP 	<ul style="list-style-type: none"> • \$40,250.00
Requirements	<ul style="list-style-type: none"> • \$232,500 tree planting security • \$10,000 tree survival security • Investigate hedgerow retention in SRW via DP 	<ul style="list-style-type: none"> • \$375,000.00 tree survival security • New City street tree planting via SA • Hedgerow retention in park via SA • Hedgerow retention in boulevard via SA

The preliminary tree management plans have been revised and notes added to address some discrepancies from the rezoning requirements and to reflect the additional proposed tree retention (Schedule E).

Conclusion

In response to Council discussion, the developer has agreed to increased tree retention. If Council wishes to proceed with the proposed additional tree retention as discussed in this memo, Council would need to grant third reading of the rezoning bylaw subject to the revised rezoning considerations as shown in the attached red-lined version (Attachment 2).

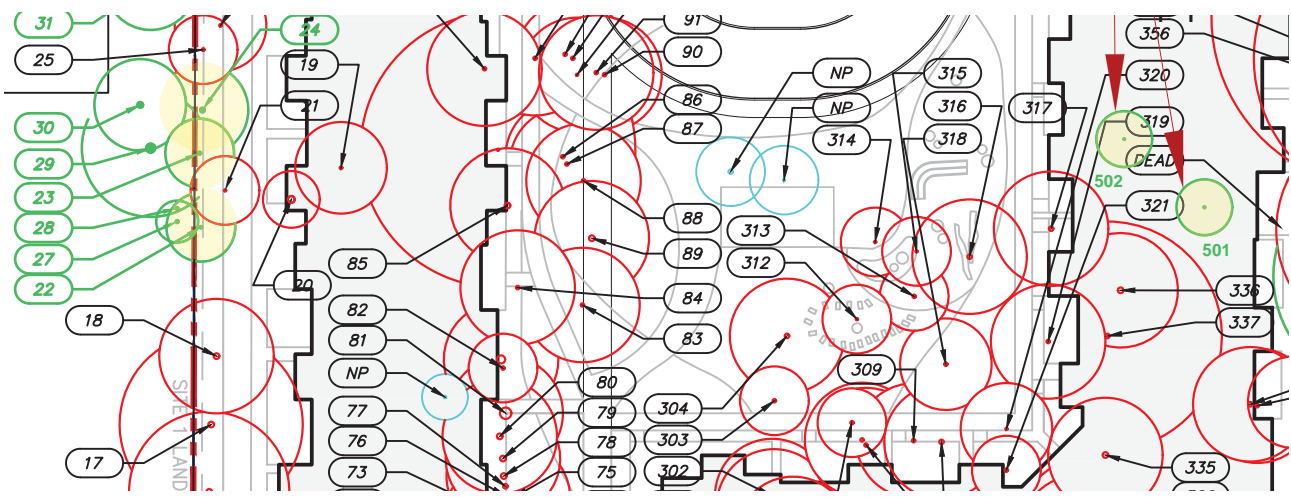
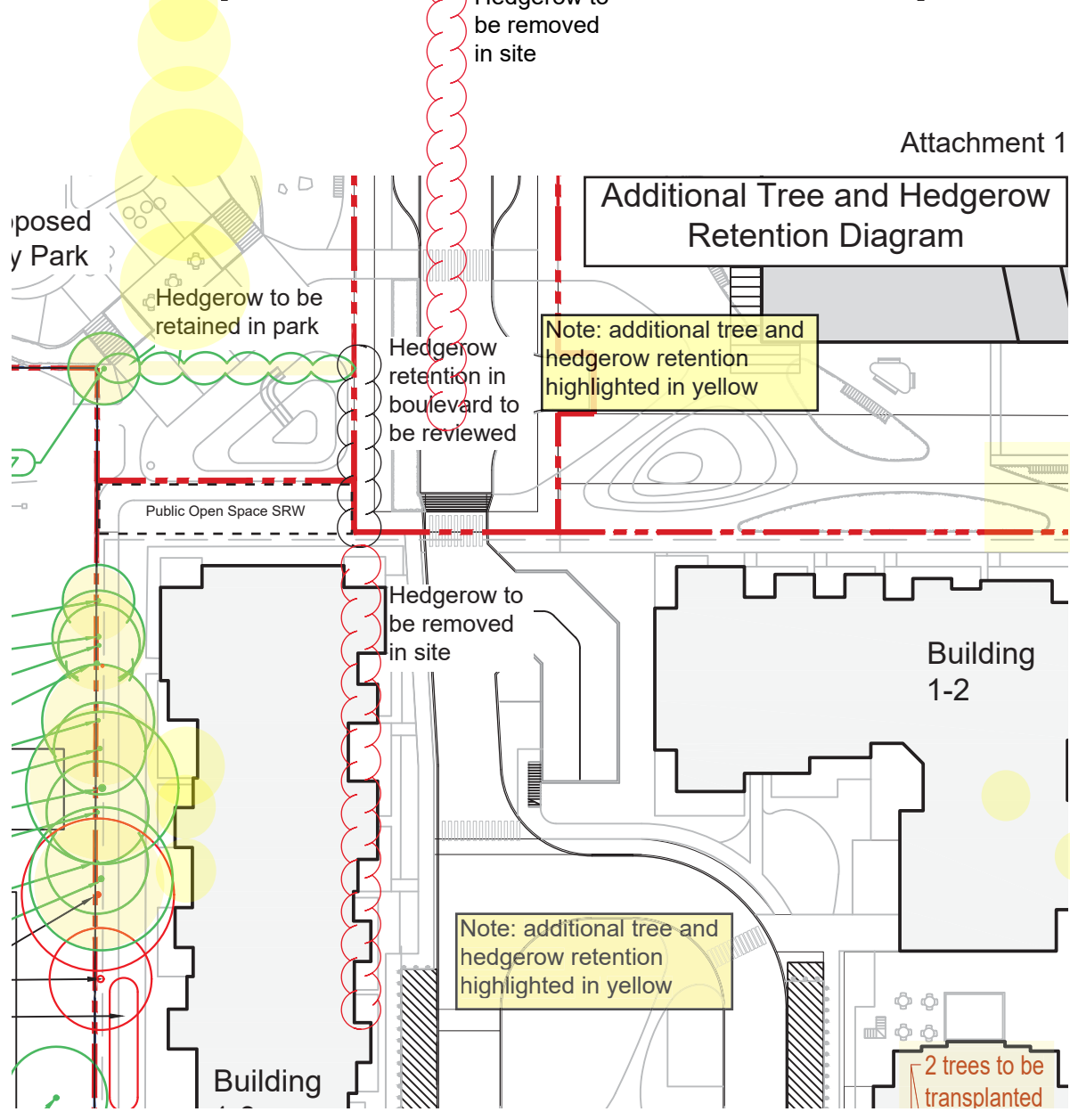
A handwritten signature in black ink, appearing to read "Wayne Craig". The signature is fluid and cursive, with a large loop at the end.

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

SB:blg

Attachments:

- Attachment 1: Additional Tree and Hedgerow Retention Diagram
- Attachment 2: Red-lined Version of Revised Rezoning Considerations
- Schedule E: Revised Preliminary Tree Management Plans





Address: 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road,
and 3480,3500,3520, and 3540/3560 Sexsmith Road

File No.: RZ 18-836123

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

1. **(Ministry of Transportation & Infrastructure - MOTI):** Final MOTI approval must be received.
NOTE: Preliminary MOTI approval is on file and will expire on June 19, 2021.
2. **(NAV Canada Building Height)** Submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
NOTE: This consideration has been satisfied (REDMS # 6234621).
3. **(Consolidation, Subdivision, Dedication and Land Transfer)** Registration of a Subdivision Plan for the subject site and park land ownership transfer, to the satisfaction of the City. Prior to the registration of a Subdivision Plan, the following conditions shall be satisfied:
 - 3.1. **(Site Contamination – Dedicated and/or Transferred Land)** Prior to rezoning bylaw adoption, submission to the City of sufficient information and/or other assurances satisfactory to the City in its sole discretion to support the City's acceptance of the proposed dedicated and/or transferred land. Such assurances could include one or more of the following:
 - 3.1.1. a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands);
 - 3.1.2. evidence satisfactory to the City, in its sole discretion, that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective; and
 - 3.1.3. a legal commitment to provide a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands), including security therefore in the amount and form satisfactory to the City.
 - 3.2. Road: Dedication of approximately 11,034 m² (2.73 ac) for road and related purposes, as indicated generally on the Preliminary Subdivision Plan (Schedule A) and Preliminary Road Functional Plan (Schedule B). Final extents and amounts to be determined through the required Servicing Agreement* application process, to the satisfaction of the Director of Transportation. Road dedication areas include:
 - 3.2.1. Cambie Road widening (Across 8671 Cambie Road frontage and from West property line of 8731 Cambie Road to Garden City Road): varying width of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design SA process to the satisfaction of the City;
 - 3.2.2. Garden City widening (Cambie Road to +/- 70 m northward): varying width (up to 6.53 m) of strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design (SA) process to the satisfaction of the City;
 - 3.2.3. Capstan Way widening (Sexsmith Road to Garden City Road): 6.8 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;

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

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

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

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

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

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

4. (**Public Rights of Passage Statutory-Rights-of-Way - SRWs**) Registration of right-of-ways for the purposes of public passage and utilities to facilitate public access, related landscaping and infrastructure, including:
- 4.1. Public Open Space SRWs, as shown generally on the Parks and Public Open Space Key Plan (Schedule C), of approximately 1,077 m² (0.27 ac), including the provision of the following, to the satisfaction of the City:

- 4.1.1. Mid-Block Trail SRW: approximately 646.4 m² (0.16 ac) along the south side of Lot 2 (East Lot) where it abuts Lot 1 (South Lot), for a landscaped trail for pedestrians and bikes, providing a public trail and recreation connection between Garden City Road and the proposed road and neighbourhood park.
- 4.1.2. Corner Plaza Open Spaces SRWs: approximately 304 m² (0.08 ac) combined area in the form of corner plazas at all of the intersections along the north side of Lot 2 (East Lot) and Lot 3 (West Lot) for the enhancement of intersection corners accommodating landscaping, pedestrian and bike activity, including:
 - a) Capstan/Garden City SW corner plaza: approximately 121.4 m²;
 - b) Capstan/Ketcheson SE corner plaza: approximately 73.3 m²;
 - c) Capstan/Ketcheson SW corner plaza: approximately 73.4 m²; and
 - c) Capstan/Sexsmith SE corner plaza: approximately 35.8 m²;
- 4.1.3. South Lot Open Space SRW: approximately 127 m² (0.03 ac) along the north side of Lot 1 (South Lot) where is abuts the proposed neighbourhood park, for park activity and integration improvements.

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

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

- 4.2.12. “No development” shall be permitted on the lot where the SRW is located, restricting Development Permit* issuance for any building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction;
 - 4.2.13. No Building Permit* shall be issued for a building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction; and
 - 4.2.14. “No occupancy” shall be permitted of a building on the lot where the SRW is located, restricting final Building Permit* inspection granting occupancy for any building on the lot where the SRW is located, in whole or in part, until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit* inspection granting occupancy.
- 4.3. Vehicle turnaround on Lot 1 (South Lot), to the satisfaction of the Director of Transportation, which shall provide for:
 - 4.3.1. Exact dimensions to be determined through the required Development Permit* process;
 - 4.3.2. 24 hour-a-day, universally accessible, public pedestrian and vehicle access, which may include, but may not be limited to, lighting, to the satisfaction of the City;
 - 4.3.3. Building encroachments located fully below the finished grade of the right-of-way, as specified in the required Development Permit*; and
 - 4.3.4. Maintenance of the SRW area at the sole cost of the owner-developer.
 - 4.4. Other Right-of-Ways: As determined to the sole satisfaction of the City via the Servicing Agreement*, Development Permit*, and/or Building Permit* processes.
5. (***Farm Soil Recovery***) Enter into a legal agreement to relocate up to a maximum of approximately 19,100 m³ (674,510 ft³) of agricultural soil from a source site area on the subject site (as generally indicated on the Farm Soil Recovery Area diagram /Schedule D) to the City’s Garden City Lands at 5560 Garden City Road for farm use.
 - 5.1. Parks Services to obtain Soil Deposit Permit* for the placement of the soils in the Agricultural Land Reserve (ALR) in consultation with Community Safety and Bylaws staff.
 - 5.2. The soil relocation shall be done in accordance with applicable Agricultural Land Commission (ALC) regulations and approval conditions. The City has ALC approval to develop the Kwantlen Polytechnic University farm area on the Garden City Lands and is responsible for securing any additional approvals from the ALC, if needed, prior to any soil movement from the source site to the Garden City Lands.
 - 5.3. The developer is responsible for the payment of soil tipping fees to the City as be per the rates outlined in the City’s Consolidated Fees - Bylaw 8636 for the Garden City Lands.
 - 5.4. Under the guidance of a Qualified Environmental Professional (QEP), a Phase I Environmental Site Assessment will be conducted to determine if further testing is required as per *Contaminated Sites Regulations* (BC CSR) protocols.
 - 5.5. The soil will be tested for overall soil composition, soil chemistry, and other characteristics required to fully profile the soil for agricultural purposes.
 - 5.6. In addition, a QEP will assess the source site to determine if there are any invasive plants. Any areas identified as containing invasive plants will remain on the source site and soil from the identified areas will not be relocated to the Garden City Lands.
 - 5.7. Soil testing results will be provided to the developer for third party verification review prior to the developer applying to the City for a soil deposit permit.
 - 5.8. The soil is to be excavated prior to pre-load activities occurring on the source site. When excavation of soil commences, the soil is to be relocated as soon as possible directly to a specified soil deposit area within the Garden City Lands in coordination with Parks Services. Sub-soil from the source site is to be deposited onto the Garden City Lands prior to the placement of top soil from the source site.

NOTE: Any stockpiling of existing top soil on the subject site identified to be retained on-site for the purposes of constructing the proposed neighbourhood park shall be stockpiled **outside of any required tree protection zones and** in a manner such that the soil quality will be maintained to the greatest extent possible following best management practices and under the guidance of a Qualified Agriologist.

- 5.9. Only uncontaminated soil meeting Agricultural Land (AL) Standards will be accepted by the City to be placed on the Garden City Lands
- 5.10. The developer is responsible for the costs associated with excavating and transporting the soil to the Garden City Lands. Upon receiving and accepting the soil, the City will assume management of the soil and associated costs related to managing the soil on the Garden City Lands. Soil management on the Garden City Lands includes moving the soil within the site, grading and incorporation of soil amendments.
- 6. (**Capstan Station Bonus - CSB**) Registration of a restrictive covenant and/or alternative legal agreement, to the satisfaction of the City, securing that “no building” will be permitted on the subject site and restricting Building Permit* issuance for the subject site, in whole or in part, until the developer satisfies the terms of the Capstan Station Bonus (CSB) as provided for via the Zoning Bylaw. More specifically, the developer shall satisfy the following requirements:
 - 6.1. 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, 2020</i>	CSB Voluntary Contribution <i>Preliminary estimate</i>
1	347	\$8,992.14 /dwelling	\$3,120,272.58
2	339	\$8,992.14 /dwelling	\$3,048,335.46
3	540	\$8,992.14 /dwelling	\$4,855,755.60
Total	1,226	\$8,992.14 /dwelling	\$11,024,363.64

- 6.2. CSB Minimum Public Open Space Contribution:

6.2.1. Prior to the final reading of the Rezoning Bylaw, granting of at least 6,992 m² (1.73 ac) of publicly-accessible open space to the City, in a combination of fee simple, dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), including:

TABLE 2

Capstan Station Bonus (CSB) Public Open Space Features		CSB Voluntary Public Open Space Contribution		
		Dedication (Road)	Fee Simple Lot (Park)	SRW
A	Capstan/Ketcheson SW corner plaza	-	-	73.4 m ² (0.02 ac)
	Capstan Way additional widening	445 m ² (0.11 ac)	-	-
B	Capstan/Garden City SW corner plaza	-	-	121.4 m ² (0.03 ac)
	Capstan/Ketcheson SE corner plaza	-	-	73.3 m ² (0.02 ac)
	Capstan Way additional widening	353.3 m ² (0.09 ac)	-	-
C	Capstan/Sexsmith SE corner plaza	-	-	35.8 m ² (0.01 ac)
	Sexsmith Road additional widening	368.5 m ² (0.09 ac)	-	-
D	Mid-block Trail SRW	-	-	646.4 m ² (0.16 ac)
E	South Lot open space SRW	-	-	127.1 m ² (0.03 ac)
F	Neighbourhood Park	-	4,748 m ² (1.17 ac)	-
	Sub-Total	1,167 m² (0.29 ac)	4,748 m² (1.17 ac)	1,077 m² (0.27 ac)
	Total	6,992.82 m² (1.73 ac)		

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

dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), at a rate of 5.0 m² (53.82 ft²) for each dwelling unit exceeding 1,226 dwelling units.

7. (**Village Centre Bonus - VCB**): Submission of a voluntary developer cash contribution to secure the developer’s commitment to satisfy Village Centre Bonus requirements contained in the ZMU47 zone with respect to the developer’s lands in general and Lot 2 (West Lot) in particular.

7.1. **VCB Amenity Contribution**: Submission of a voluntary developer cash contribution, in the amount of \$316,450.90, divided equally, to Richmond’s Leisure Facilities Reserve Fund – City Centre Facility Development Sub-Fund and Richmond’s Child Care Reserve, in lieu of constructing community amenity space on-site, as determined based on a construction-value amenity transfer rate of \$750/ft² and an amount of amenity transferred off-site based on 5% of the maximum VCB buildable floor area permitted on the subject site under the proposed ZMU47 zone, as indicated in the table below.

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

TABLE 3

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

8. (**Community Planning**) The City’s acceptance of the developer’s voluntary contribution in the amount of \$308,136.04 towards future City community planning studies, as set out in the City Centre Area Plan, based on \$0.30/ft² and the maximum permitted buildable floor area under the proposed ZMU47 zone (excluding affordable housing and market rental housing), as indicated in the table below.

TABLE 4

Use	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	110,383.98 m ² (1,188,163.24 ft ²)	94,638.58 m ² (1,018,681.21 ft ²)	\$0.30 /ft ²	\$305,604.36
Non-Residential	784 m ² (8,438.91 ft ²)	784 m ² (8,438.91 ft ²)	\$0.30 /ft ²	\$2,531.67
Total	111,167.98 m² (1,196,602.14 ft²)	95,422.58 m² (1,027,120.12 ft²)	\$0.30 /ft²	\$308,136.04

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

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

9.1. **Commercial and Visitor Parking** at Lot 2 (East Lot): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 2 (East Lot) restricting the use of parking provided on-site for all uses except resident uses. More specifically, commercial and visitor parking requirements for the lot shall include the following.

9.1.1. Commercial and Visitor Parking shall mean any parking spaces needed to satisfy Zoning Bylaw requirements, as determined through the Development Permit*, including businesses and commercial tenants, their employees, visitors, customers, and guests and residential visitors.

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

- 9.3.3. Administration by TransLink, housing society or management company. The owner is not responsible for the monitoring of use of transit passes but only noting number of “subscribed” users to the program, until full unit count is exhausted over a period of one year;
- 9.3.4. If the transit pass program is not fully subscribed within one year, the program is to be extended until the equivalence of the costs of the full one year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the second year, the remaining funds equivalent to the value of the unsubscribed transit passes are to be transferred to the City of Richmond for alternate transportation demand management measures at the City’s discretion.
- 9.3.5. The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy and sales agreements.
- 9.4. Car-Share Parking & Vehicles at Lot 1 (South Lot): Registration of a legal agreement on title requiring that no development shall be permitted on Lot 1 (South Lot), restricting Development Permit* issuance until the developer provides for parking for two (2) car-share vehicles, together with electric vehicle (EV) charging stations, car-share vehicles, and contractual arrangements with a car-share operator, all to the satisfaction of the City. More specifically, the car-share parking and vehicle requirements shall include the following:
- 9.4.1. The car-share parking spaces shall be located together on the ground floor of the lot where they will be with safe, convenient, universally-accessible, and provide for 24/7 public pedestrian and vehicle access.
- 9.4.2. The car-share spaces shall be provided as part of residential visitor parking requirements.
- 9.4.3. The car-share spaces shall be equipped with electric vehicle (EV) quick-charge (240 V) charging stations for the exclusive use of car-share vehicles parked in the required car-share spaces.
- 9.4.4. Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
- 9.4.5. “No development” shall be permitted on the lot, restricting Development Permit* issuance, until the developer:
- a) Designs the lot to provide for the required car-share facility, including car-share parking spaces, 24/7 public access for vehicles and pedestrians, and related features (e.g., EV 240V chargers, signage).
 - b) Secures the car-share facility on the lot via a statutory right-of-way(s) and easement(s) registered on title and/or other legal agreements.
 - c) Provides a car-share security Letter of Credit (LOC) to the City to secure the developer’s commitment to provide the two (2) car-share vehicles on the lot, the value of which shall be the estimated retail value of the car-share vehicles at the time of purchase or as otherwise determined to the satisfaction of the Director of Transportation and Director of Development. The car-share security is to be returned to the developer, without interest, upon developer submitting confirmation that required car-share vehicle(s) have been provided to the car-share operator. If the developer fails to provide the two (2) car-share vehicles for the lot within two years of “occupancy”, the remaining car-share security shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the funds shall be used going forward.
 - d) Registers legal agreement(s) on title requiring that, unless otherwise agreed to in advance by the City, in the event that the car-share facility is not operated for car-share purposes as intended via the subject rezoning application (e.g., operator’s contract is terminated or expires), control of the car-share facility shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facility shall be used going forward.

- 9.4.6. No Building Permit* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required car-share facility.
- 9.4.7. “No occupancy” shall be permitted on the lot, restricting final Building Permit inspection granting occupancy for any building, in whole or in part, until the developer:
 - a) Completes the required car-share facility on the lot and it has received final Building Permit inspection granting occupancy.
 - b) Enters into a contract with a car-share operator for the operation of the car-share spaces on the lot for a minimum term of three (3) years, which contract shall include, that:
 - i) The developer provides one (1) car-share vehicle on the lot at no cost to the operator;
 - ii) The developer provides up to an additional one (1) car-share vehicle at no cost to the operator, subject to car-share usage demand, to the satisfaction of the Director of Transportation. To determine if there is sufficient demand for additional car(s), information is to be provided by the operator to the City on the usage of the car-share vehicle(s) on a yearly basis; and
 - iii) The required car-share facility and vehicle(s) will be 100% available for use upon Building Permit inspection granting occupancy of the first building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless otherwise determined to the satisfaction of the car-share operator and the City.

10. (**Tandem Parking**) Registration of a legal agreement(s) on title, ensuring that:

- 10.1. Resident Parking: Where two parking spaces are provided in a tandem arrangement for the use of resident parking, as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and
- 10.2. Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors and commercial uses.
- 10.3. Affordable Housing and Market Rental Housing: Tandem parking shall be prohibited for parking for affordable housing and market rental housing.

11. (**Electric Vehicles - EV**) Charging Infrastructure for Vehicles & “Class 1” Bicycle Storage: Registration of legal agreement(s) on the subject site requiring that the developer/owner provides, installs, and maintains electrical vehicle (EV) charging infrastructure within the building on Lot 1 (South Lot), Lot 2 (East Lot), and Lot 3 (West Lot) for the use of the building’s residents, commercial tenants, and others as determined to the satisfaction of the City through a approved Development Permits*. More specifically, the minimum permitted rates for EV charging infrastructure shall be as indicated in the following table or as per the Official Community Plan or Zoning Bylaw rates in effect at the time of Development Permit* approval , whichever is greatest.

TABLE 5

User/Use	Energized Outlet – Minimum Permitted Rates	
	Vehicle Parking (1)	“Class 1” (Secured) Bike Storage (2)
Market Residential (i.e. resident parking & bike storage)	(as per zoning bylaw)	1 per each 10 bikes or portion thereof in a bike storage room or locker (which Energized Outlet shall be located to facilitate shared use with bikes in the room/locker)
Affordable Housing (i.e. resident parking & bike storage)		
Non-Residential (i.e. commercial)	1 per 10 parking spaces (as per OCP)	
Car-Share	1 per parking space (as per TDMs)	N/A

- (1) “Vehicle Parking” “Energized Outlet” shall mean all the wiring, electrical equipment, and related infrastructure necessary to provide Level 2 charging (as per SAE International’s J1772 standard) or higher to an electric vehicle.
- (2) “Class 1 (Secured) Bike Storage” “Energized Outlet” shall mean an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related infrastructure necessary to provide the required electricity for the operation of such an outlet.

12. (***District Energy Utility - DEU***): Registration of a restrictive covenant and Statutory Right-of-Way and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the statutory Right-of-Way(s) necessary for supplying the DEU services to the building(s), which covenant and Statutory Right-of-Way and/or legal agreement(s) will include, at minimum, the following terms and conditions:
- 12.1. No Building Permit* will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering.
 - 12.2. If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit* for the subject site, no Building Permit* will be issued for a building on the subject site unless:
 - 12.2.1. the owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
 - 12.2.2. the owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the low carbon energy plant to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site. Such restrictive covenant and/or asset transfer agreement shall include a warranty from the owner with respect to the on-site DEU works (including the low carbon energy plant) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City;
 - 12.3. The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
 - 12.4. If a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
 - 12.4.1. the building is connected to the DEU;
 - 12.4.2. the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
 - 12.4.3. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.
 - 12.5. If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit* for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
 - 12.5.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
 - 12.5.2. the building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide heating, cooling and domestic hot water heating to the building(s), which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
 - 12.5.3. the owner transfers ownership of the low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;

- 12.5.4. prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
- 12.5.5. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant by the City and/or the City's DEU service provider, LIEC.
- 12.6. If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the Development Permit* for the subject site, no final building inspection permitting occupancy of a building will be granted until:
- 12.6.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and
- 12.6.2. the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).
13. (**Affordable Housing**) The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish in the first phase of development, on Lot 1 (South Lot), at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants shall be agreed to by the developer and the City prior to final adoption of the subject rezoning; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for Lot 1 (South Lot) and other non-materials changes resulting thereof and made necessary by the Lot 1 (South Lot) Development Permit* approval requirements, as determined to the satisfaction of the Director of Development and Director, Community Social Development. The terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.
- 13.1. The required minimum floor area of the affordable (low-end market rental) housing shall be equal to a combined habitable floor area of at least 10,267.73 m² (110,520.88 ft²), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 10% of the total maximum residential floor area, excluding market rental housing residential floor area, of 102,677.26 m² (1,105,208.83 ft²) proposed on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) under the ZMU47 zone; and
- 13.2. The developer shall, as generally indicated in the table below:
- 13.2.1. Ensure that the types, sizes, rental rates, and occupant income restrictions for the affordable housing units are in accordance with the City's Affordable Housing Strategy and guidelines for Low End Market Rental (LEMR) housing, unless otherwise agreed to by the Director of Development and Director, Community Social Development; and
- 13.2.2. Achieve the Project Targets for unit mix and Basic Universal Housing (BUH) standard compliance or as otherwise determined to the satisfaction of the Director, Community Social Development through an approved Development Permit*.

TABLE 6

Unit Type	Affordable Housing Strategy Requirements (1)			Project Targets (2)	
	Min. Unit Area	Max. LEMR Rent	Max. Household Income	Unit Mix	BUH
Studio	37 m ² (400 ft ²)	\$811/month	\$34,650 or less	11% (17 units)	N/A
1-Bedroom	50 m ² (535 ft ²)	\$975/month	\$38,250 or less	35% (52 units)	100%
2- Bedroom	69 m ² (741 ft ²)	\$1,218/month	\$46,800 or less	31% (47 units)	100%
3-Bedroom	91 m ² (980 ft ²)	\$1,480/month	\$58,050 or less	23% (34 units)	100%
Total	10,267.73 m² (110,520.88 ft²)	N/A	N/A	100% (150 units) 10,432.83 m² (112,298.00 ft²)	100%

- (1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City policy.
- (2) Project Targets may be revised through an approved Development Permit* process provided that the total area comprises at least 10% of the subject development's total residential building area.

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

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

13.4. Occupants of the affordable housing units shall, to the satisfaction of the City (as determined prior to Development Permit* approval), enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit* requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).

13.5. On-site parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit* at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit* issuance on a lot-by-lot basis or as otherwise determined to the satisfaction of the City.

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

13.7. "No development" shall be permitted, restricting Development Permit* issuance for any building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer, to the City's satisfaction:

13.7.1. Designs the lot to provide for the affordable housing units and ancillary spaces and uses;

13.7.2. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the affordable housing units and ancillary spaces and uses as per the approved Development Permit*; and

- 13.7.3. As required, registers additional legal agreements on title to the lots to facilitate the detailed design, construction, operation, and/or management of the affordable housing units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the Development Permit* review and approval processes.
- 13.8. No Building Permit* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.
- 13.9. “No occupancy” shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until, on a lot-by-lot basis, the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit inspection granting occupancy.
- 14. (**Market Rental Housing**) Entering into a Market Rental Agreement and registration of a Covenant for the provision of market rental housing in the first phase of development, on Lot 1 (South Lot) to the satisfaction of the City. The terms shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.
 - 14.1. The required minimum floor area of the market rental housing building shall be equal to a combined habitable floor area of at least 5,312.57 m² (57,184 ft²), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 0.1 FAR permitted on the overall site for the purposes of FAR calculation as per the OCP Market Rental Policy under the ZMU47 zone.
 - 14.2. All market rental housing units shall be maintained under single ownership (within one airspace parcel or one strata lot).
 - 14.3. Occupants of the units subject to the market rental agreement shall enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit* requirements.
 - 14.4. The terms of the market rental agreement shall indicate that they apply in perpetuity and provide for the following:
 - 14.4.1. Ensure that Basic Universal Housing features shall be provided in a minimum of 100% of the market rental housing units in accordance with the OCP Market Rental Policy.
 - 14.4.2. Achieve following the Unit Mix or as otherwise determined to the satisfaction of the Director of Development through an approved Development Permit*.

TABLE 7

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

- 14.5. “No development” shall be permitted, restricting Development Permit* issuance for a building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer:
 - 14.4.1. Designs the lot to provide for the market rental housing units and ancillary spaces;
 - 14.4.2. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the market rental housing units and ancillary spaces as per the approved Development Permit*.
- 14.6. No Building Permit* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the developer provides for the required market rental housing units and ancillary spaces.

14.7. “No occupancy” shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the required market rental housing units and ancillary spaces are completed and have received final Building Permit inspection granting occupancy.

15. **(Public Art)** City acceptance of the developer’s offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:

15.1. Prior to final adoption of the rezoning bylaw, the developer shall provide for the following:

15.1.1. Submission of a Public Art Plan that:

- a) Includes the entirety of the subject site comprising Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), together with related City park, public open space, and public road, as determined to the City’s satisfaction;
- b) Is prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage planning undertaken by the City for Capstan Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services); and
- c) Is based on the full value of the developer’s voluntary public art contribution (at least \$885,739.85), based on a minimum rate of \$0.89/ft² for residential uses and \$0.47/ft² for non-residential uses and the maximum buildable floor area permitted under the subject site’s proposed ZMU47 zone, excluding affordable housing and market rental housing, as indicated in the table below.

15.1.2. Registration of legal agreement(s) on title to facilitate the implementation of the Public Art Plan.

TABLE 8

	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	108,774.76 m ² (1,170,841.77 ft ²)	92,044.32 m ² (990,756.81 ft ²)	\$0.89 /ft ²	\$881,773.56
Non-Residential	784 m ² (8,438.91 ft ²)	784 m ² (8,438.91 ft ²)	\$0.47 /ft ²	\$3,966.29
Total	109,558.76 m² (1,179,280.68 ft²)	92,828.32 m² (999,195.72 ft²)	Varies	\$885,739.85

(1) As per City policy, floor area excludes the development’s 11,417.88 m² (122,901 ft²) affordable housing building and 5,312.57 m² (57,184 ft²) market rental housing building.

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

15.2. “No development” shall be permitted, restricting Development Permit* with respect to Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), until the developer:

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

15.2.2. Submits a Letter of Credit and/or cash contribution (as determined at the sole discretion of the City) to secure the developer’s implementation of the Public Art Plan, the total value of which shall be at least \$885,739.85, including 5% as a cash contribution in the amount of \$44,286.99 towards Public Art administration, and a Public Art security Letter of Credit in the amount of \$841,452.86.

15.3. “No occupancy” shall be permitted, restricting final Building Permit inspection granting occupancy of a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part for each lot to the City’s satisfaction, for which the City-approved Public Art Plan requires the developer’s implementation of a public artwork(s) until:

15.3.1. The developer, at the developer’s sole expense, commissions an artist(s) to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork, and causes the public artwork to be installed on City property, if expressly permitted by the City, or within a statutory right-of-way on the developer’s lands (which right-of-way shall be to the satisfaction of the City for rights of public passage, public art, and related purposes, in accordance with the City-approved Public Art Plan);

15.3.2. The developer, at the developer’s sole expense and within thirty (30) days of the date on which the public art is installed, executes and delivers to the City a transfer of all of the developer’s rights, title, and interest in the public artwork to the City if on City property or to the subsequent Strata or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and

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

15.3.3. The developer, at the developer’s sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:

- a) Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
- b) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer’s financial obligation(s) to the artist(s) have been fully satisfied;
- c) The maintenance plan for the public art prepared by the artist(s); and
- d) Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

16. (**Flood Construction**) Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw No. 8204, Area “A” (i.e. as per bylaw 8204, minimum flood construction level of 2.9 m GSC, with exemptions permitting commercial use at sidewalk level and residential use at 0.3 m above highest adjacent crown of road).

17. (**Aircraft Noise**) Registration of the City’s standard aircraft noise sensitive use covenants on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), as applicable to sites with aircraft noise sensitive uses. The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within dwelling units must achieve CMHC standards follows:

TABLE 9

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

18. (**Mixed-Use Noise**) Registration of a legal agreement on title that identifies the building as a mixed use building, and indicating that they are required to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal non-residential use from penetrating into residential areas on-site and on neighbouring sites that exceed noise levels allowed in the City's Noise Bylaw and noise generated from rooftop HVAC units will comply with the City's Noise Bylaw.
19. (**View and Other Development Impacts**) Registration of a legal agreement on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
20. (**Tree Removal, Replacement & Relocation**) Removal and protection of on-site and off-site trees, providing tree replacement and tree survival securities entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E), including:
- 20.1. On-Site Tree Removal Bird and Wildlife Considerations: Provide to the City a Wildlife/Bird Inventory and an up to date Nesting Bird Survey prior to issuance of any T3 permit(s) to facilitate the proposed removal of remaining onsite trees. The QEP is to provide confirmation that the removal of the onsite trees specific to a T3 permit application will not impact wildlife, birds, or their nests. The inventory and nesting surveys should be timed such that there is as small of a time lag as possible between the date that they are completed and the date that the tree removal works are scheduled for. The City's Tree Protection, Planning and Environment groups should be provided copies of the surveys for review prior to tree permit issuance.
- 20.2. On-Site Tree Planting Security: Enter into a legal agreement and submission of Landscape Security (Letter of Credit) in the amount of **\$232,500**, to secure the developer's planting and maintenance (for a period of one year) of **310** replacement trees on the subject site (based on a 2:1 rate for the removal of **155** existing bylaw-size trees) and a value of \$750 per replacement tree. This security will be applied towards future tree replacement on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) as part of the landscape plans for the developer's Development Permit* applications, which plans will be secured with the City's standard Development Permit* landscape Letter of Credit.
- Execution of legal agreement regarding use and return of the Landscape Security, to the satisfaction of the City, including but not limited to the following:
- 20.2.1. Landscape Security returned to the developer, without interest, at Development Permit* issuance, at a rate of \$750 for each of the required **310** replacement trees included in a Development Permit* regarding Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot); and
- 20.2.2. If the required **310** replacement trees cannot be accommodated on-site in the Development Permit* applications, the City, in its sole discretion, cash the Landscape Security and utilize the funds as a cash-in-lieu contribution to the City's Tree Compensation Fund for off-site tree planting to the value of \$750 per replacement trees not accommodated on-site. If the developer fails to obtain all Development Permits* for all phases of the development before the 10th anniversary of rezoning bylaw adoption, the outstanding replacement trees will be deemed to not have been accommodated.

20.2.A. On-Site Tree Protection:

20.2.A.1. Arborist Contract: Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the on-site trees to be protected (tag# 22, 23, 24, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46). The contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

20.2.A.2. **Tree Protection Fencing:** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

20.2.B. **On-Site Tree Relocation:** Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$10,000, to secure the required relocation of two trees from the subject site to an offsite City park location, at the developer's sole cost. Developer to coordinate tree relocation with City Parks staff to a City park location to the sole satisfaction of the City. All tree relocation works are to be undertaken under the direct supervision of the Developer's certified arborist. The trees to be relocated are an approximately 15cm calliper Hinkoi Cypress and an approximately 12.5cm calliper Norway Maple (tag# 501, 502) undersized trees. Subject to tree survival, the security is to be released 90% at completion of tree relocation works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of two replacement trees elsewhere in Richmond (based on a cost per replacement tree determined to the sole satisfaction of the City).

20.3. **Off-Site City and Neighbouring Trees:**

20.3.1. **Neighbouring Tree Survival Security:** Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$10,000, to secure the required protection of all trees on neighbouring properties, at the developer's sole cost, through the project's Development Permit* processes. Subject to tree survival, the security is to be released 90% at completion of Development Permit works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

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

20.3.2. **City Tree Survival Security:**

- a) **Sexsmith Road and Cambie Road:** Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$165,000, to secure the required protection of 30 existing City trees along the subject site's Sexsmith Road and Cambie Road frontages (tag# 1, 3, 14, 15, 48, 49, 51-57, 59-65, 180, 181, 184, 185, 197-200, 330, 332), at the developer's sole cost, through the project's Development Permit* processes. Subject to tree survival, the security is to be released 90% at completion of Development Permit works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).
- b) **Neighbourhood Park:** Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$15,000, to secure the required protection of the portion of the existing hedgerow located within the proposed neighbourhood park (tag# 47). Subject to tree survival, the security is to be released 90% at completion of City neighbourhood Park Servicing Agreement works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of two replacement trees elsewhere in Richmond (based on a cost per replacement tree determined to the sole satisfaction of the City).

NOTE: As noted in the Preliminary Tree Management Plan (Schedule E), the arborist has identified potential root zone conflict areas between required road works and two existing City trees (tag# 181, 198), which must be resolved through detail design as part of the required SA process.

NOTE: Submission of a separate tree survival security (Letter of Credit) in the amount of \$195,000, is required through the project's Servicing Agreement* processes to secure the required protection of 34 existing City trees, including the relocation of 14 existing street trees along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), and the protection of 20 existing trees in the Garden City Road median (tag# 363-382), at the developer's sole cost, through the development's required Servicing Agreement (SA)* review/approval processes (secured with the SA* Letter of Credit), as determined to the sole satisfaction of the Director, Parks Services. In the event that the City determines that the fourteen (14) City street trees cannot be relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

- 20.3.3. Tree Survival Security Agreements: Execution of legal agreements with respect to each tree survival security regarding use and return of each security, to the satisfaction of the City.
 - 20.3.4. Arborist Contract: Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the Neighbouring and City trees and hedgerow to be protected. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.
 - 20.3.5. Tree Protection Fencing: Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
 - 20.3.6. City Tree Removal Compensation: The City's acceptance of the developer's voluntary contribution in the amount of \$40,250 towards the City's tree compensation fund for tree planting elsewhere in the City in compensation for the removal of 35 existing City trees (tag# 11, 50, 58, 66, 96, 97, 98, 111, 112, 116, 121, 122, 182, 333, 341, 342, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362).
- 21. **(Development Permit* - DP)** Submission and processing of a Development Permit* for Lot 1 (South Lot) completed to a level deemed acceptable by the Director of Development.
 - 22. **(Phasing Agreement)** Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing that "no development" will be permitted on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot) and restricting Development Permit* issuance (together with various Building Permit* and occupancy restrictions, as determined to the satisfaction of the City), unless the developer satisfies the following requirements:
 - 22.1. Development Sequencing Requirements: Development must proceed on the following basis:
 - 22.1.1. General: The development shall include a maximum of three (3) phases (i.e. Lot 1 (South Lot), Lot 2 (East Lot), and Lot 3 (West Lot)), the comprehensive design and development of which shall be approved through three (3) Development Permits*, unless otherwise determined to the satisfaction of the Director of Development.
 - 22.1.2. Development Permit*: The order in which development of the phases proceeds shall be Lot 1 (South Lot) first, then Lot 2 (East Lot), and Lot 3 (West Lot); prior to adoption of the subject rezoning, a Development Permit* application for Lot 1 (South Lot) must be submitted by the developer and completed to a level deemed acceptable by the Director of Development.

22.2. Servicing Agreement (SA) – Transportation, Engineering, and Park Requirements: The required works shall be undertaken via a maximum of five (5) Servicing Agreements*. The City, at its discretion, may permit one or more of the Servicing Agreements* to be broken into “parts” (i.e. smaller, topic-specific SAs) such that, for example, Park works are administered independently of transportation works, provided that the content and completion of all such “parts” complies with the requirements set out below, as determined to the satisfaction of the City. The sequencing of transportation works is generally indicated on the attached Preliminary SA Phasing Plan /Schedule F.

22.2.1. Servicing Agreement* (SA) Sequencing:

- a) The “East Lot SA” and “West Lot SA” may proceed together or independently, but may not proceed ahead of the “Neighbourhood Park SA”, “Barn Owl Hunting Habitat Enhancement SA” and “Rezoning SA”.
- b) The developer must enter into the “Barn Owl Hunting Habitat Enhancement SA”, “Neighbourhood Park SA” and “Rezoning SA” in advance of entering into either of the other two (2) Servicing Agreements and complete the “Barn Owl Hunting Habitat Enhancement SA”, “Neighbourhood Park SA” and “Rezoning SA” in advance of completing either of the other two (2) Servicing Agreements; however, the developer may proceed with one or both of the other two (2) Servicing Agreements, in whole or in part, concurrently with the “Barn Owl Hunting Habitat Enhancement SA”, “Neighbourhood Park SA” and “Rezoning SA”.

22.2.2. Barn Owl Hunting Habitat Enhancement Servicing Agreement*: The rezoning bylaw with respect to RZ 18-836123 shall not be adopted until the developer enters into the “Barn Owl Hunting Habitat Enhancement SA” (secured with a Letter of Credit in the amount of \$205,000), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot) or Lot 3 (West Lot), in whole or in part.
- b) Habitat Enhancement Works shall include:
 - i) Detailed assessment prepared by a Qualified Environmental Professional (QEP) of the extent of invasive species impacts on the three enhancement sites and detailed designs for the restoration of the impacted areas. Scope of invasive species management will target the removal of Himalayan Blackberry and Reed Canary Grass. Knotweed already identified on the no access property will be addressed separately through the City’s Knotweed management programs;
 - ii) Coordination with the City’s Parks Operations on management of the invasive species identified in the required QEP detailed assessment. Developer is to cover 40% (up to a maximum of \$90,000) of the cost of invasive species removal with the remainder coming from Park’s operational budgets for the three City owned sites.
 - iii) Restoration of the areas impacted by invasive species removal with the installation of grassland habitat with some shrub, boulder and log habitat features, as described in the detailed designs for the restoration developed by the QEP. The boulders and logs will be supplied by Parks. The developer is solely responsible for all the costs associated with the seed mix, planting, and the labour to install the new habitat, including boulders and logs; and
 - iv) After initial invasive species management and successful habitat installation has been completed (inspection requested by developer) and accepted by the City, the developer is responsible for retaining a QEP and providing one year of monitoring and maintenance.

22.2.3. Rezoning Servicing Agreement*: The rezoning bylaw with respect to RZ 18-836123 shall not be adopted until the developer enters into the “Rezoning SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot), in whole or in part.
- b) Open Space Works shall include:
 - i) “South Lot Open Space SRW” along the north side of Lot 1 (South Lot).
 - ii) “Mid-Block Trail SRW”: interim emergency vehicle access.

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

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

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

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

- e) Other Works shall include:
 - i) All underground City and private utilities;
 - ii) Above-grade City and private utilities where feasible; and
 - iii) Other off-site improvements, as determined at the sole discretion of the City.

22.2.4. Neighbourhood Park Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the “Neighbourhood Park SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.
- b) Neighbourhood Park Works shall be limited to City-approved park improvements to the 4,748.3 m² (1.17 ac) area to be transferred to the City for park and related purposes, at the developer’s sole cost, to satisfy CCAP park requirements. The park will be designed and constructed consistent with a Park Concept approved by Council, **including retention of the portion of the existing hedgerow located within the neighbourhood park (tag# 47)**, and may contain Public Art. This Park Concept includes areas having a combined total of 1,918 m² (0.47 ac) area which will be completed by others when development proceeds on neighbouring lots. Features to be included in the park when fully completed will include, but not limited to the park features shown in the Park Concept and may contain Public Art.

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

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

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

22.2.5. Lot 2 (East Lot) Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the “Lot 2 (East Lot) SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.
- b) Open Space Works shall include:
 - i) “Mid-Block Trail SRW”, which shall be limited to City-approved park improvements to the entire SRW area along the south property line of Lot 2 (East Lot), together with areas and/or features required to accommodate pedestrian and bicycle activity, park and frontage integration, and emergency vehicle access, as determined to the City’s satisfaction; and

- ii) “Capstan Way Corner Plaza SRWs”, which shall be limited to City-approved park improvements to the entire corner SRW areas along Capstan Way along the north property line of Lot 2 (East Lot), together with areas and/or features required to accommodate pedestrian and bicycle activity, and frontage integration as determined to the City’s satisfaction.

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

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

c) Road Works shall include:

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

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

d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.

22.2.6. Lot 3 (West Lot) Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 3 (West Lot), in whole or in part, until the developer enters into the “Lot 3 (West Lot) SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 3 (West Lot), in whole or in part.
- b) Open Space Works shall include: “Capstan Way and Sexsmith Road Corner Plaza SRWs”, which shall be limited to City-approved Parks improvements to the entire corner SRW areas along Capstan Way and Sexsmith Road along the north property line of Lot 3 (West Lot)), together with areas and/or features required to accommodate pedestrian and bicycle activity, and frontage integration as determined to the City’s satisfaction.

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

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

c) Road Works shall include:

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

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

- d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.

22.2.7. Road Works: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not limited to, the following. Final MOTI approval is required prior to rezoning adoption.

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

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

- a) Cambie Road: The developer is responsible for the design and construction of the following works across the subject site’s entire Cambie Road frontage, to the satisfaction of the City.
 - i) Cross-Section: (described from south to north):
 - Existing curb on the north side of the street to be maintained;
 - 1.5 m wide landscaped boulevard; and
 - 3.0 m wide saw-cut concrete sidewalk.
- b) Garden City Road: The developer is responsible for the design and construction of the following works along the subject site’s entire Garden City Road frontage to the satisfaction of the City.
 - i) Cross-Section: (described from east to west):
 - Maintain existing curb and gutter along the west edge of the centre median;
 - Maintain / widen to provide the two south traffic lanes at 3.6m each;
 - 0.15 m wide curb and gutter;
 - 2.0 m wide landscaped boulevard;
 - 2.0 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 1.5 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 3.0 m wide saw-cut concrete sidewalk (at the future property line).
- c) Capstan Way: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site’s entire Capstan frontage, to the

satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works.

- i) Interim Cross-Section (described from north to south) from Sexsmith Road to Ketcheson Road extension:
 - Maintain the existing curb on the north side of the street;
 - 3.1 m (min.) widening to 5.2m wide westbound vehicle travel lane;
 - 3.1 m area for 1) 3.1m wide left-turn lane at Sexsmith Road intersection (west leg) and 3.1 m painted median at Ketcheson Road intersection (east leg);
 - 5.4 m reducing to 3.3m wide eastbound vehicle travel lane;
 - 3.3 m wide eastbound vehicle travel / parking lane;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- ii) Interim Cross-Section (described from north to south) Ketcheson Road extension to Garden City Road:
 - Maintain the existing curb on the north side of the street;
 - 5.1 m reducing to 5.0 m wide westbound vehicle travel lane;
 - 3.3 m wide left-turn lane at intersections;
 - 3.3 m wide eastbound vehicle travel lane;
 - 3.3 m wide eastbound right-turn lane;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- iii) Ultimate Cross-Section: (described from north to south):
 - Maintain the proposed curb on the south side (established as noted above);
 - 6.6 m (2 lanes @ 3.3 m) wide eastbound vehicle travel lanes;
 - 3.3 m wide left-turn lane / landscaped median;
 - 6.6 m (2 lanes @ 3.3 m) wide westbound vehicle travel lanes;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- d) Sexsmith Road: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site's entire Sexsmith Road frontage, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works. Note: Interim cross-section is to be constructed along the frontage of 8388 Sexsmith Road and ultimate cross-section is to be constructed along the frontage of 3699 Sexsmith Road in coordinated with SA 17-791396.
 - i) Interim Cross-Section (described from east to west) along the entire Sexsmith Road frontage:
 - 2.0 m wide saw-cut concrete sidewalk (at the new property line);
 - 0.75 m wide buffer strip;

- 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 1.75 m wide landscaped boulevard;
 - 0.15 m wide curb and gutter; and
 - Road upgrade to widen/maintain existing 12.7 m pavement width between the proposed new curb and gutter along the east side and the existing curb and gutter along the west side of the road. The design should accommodate the following:
 - 3.3 m (min) northbound vehicle travel lane
 - 3.3 m (min) southbound vehicle travel lane
 - 2.5 m parking lane
 - 1.2 m wide buffer
 - 1.8 m wide bike lane
- ii) Ultimate Cross-Section (described from east to west):
- Maintain the proposed curb on the east side (established as noted above);
 - 2.5 m wide northbound parking lane;
 - 9.9 m (3 x 3.3 m lanes) wide vehicle travel lanes (note: 3.3 m wide left-turn lane and 3.3 m wide landscaped median where intersection turning lanes are not required);
 - 2.5m wide southbound parking lane;
 - 0.15 m wide curb and gutter;
 - 1.75 m wide landscaped boulevard;
 - 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 0.75 m wide buffer strip; and
 - 2.0 m wide saw-cut concrete sidewalk (at the future property line).
- e) Odlin Crescent extension: The developer is responsible for the design and construction of the following Cross-Section works from Cambie Road to north property line of 8671 Cambie Road, to the satisfaction of the City. The developer is required to design and construct a new raised median and right-in/right-out diverter on Cambie Road and a transition between the improvements and the existing conditions west and east of the subject site to the satisfaction of the City.
- i) Cross-Section: (described from west to east):
- 2.0m wide saw-cut concrete sidewalk;
 - 1.35m wide landscaped boulevard;
 - 0.15m wide curb and gutter;
 - Road construction to provide a 10m wide pavement at Cambie Road, narrowing to 6.5m at the north property line of 8671 Cambie Road;
 - 0.15m wide curb and gutter; and
 - Transition to 8711 Cambie Road.
- f) Ketcheson Road extension: The developer is responsible for the design and construction of the following Cross-Section works along its entire length south of Capstan Way, to the satisfaction of the City.
- i) Cross-Section: (described from west to east):
- 2.0 m wide saw-cut concrete sidewalk on both sides;
 - 1.7 m wide landscaped boulevard on both sides;
 - 0.15 m wide curb and gutter on both sides (0.15 m wide 300 mm thick concrete band at areas with parking lane);
 - 7 m wide driving surface for two-way traffic and a 2.5 m wide parking lane on each side, separated by mountable curbs; and
 - At Capstan Way intersection (south leg), 1.5 m landscaped boulevard on east side and 3.1 m wide northbound right-turn & left-turn lanes

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

NOTES:

1. Brown Road extension at interim condition to be used for Emergency Access only; removal bollards required at both ends;
2. Driveway required at Sexsmith Road; and
3. Hammerhead turnaround required at the Ketcheson Road intersection (east leg).

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

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

NOTE: The existing hedgerow (tag# 47) trees locations are to be surveyed and retained if feasible and located behind the curb.

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

- j) Garden City Road/Capstan Way: The developer is responsible for the design and construction of the following intersection improvements, to the satisfaction of the City.
- i) Intersection improvements:
- South leg - realign the pedestrian crosswalk to connect to the proposed road improvements;
 - West leg - widen pedestrian crosswalk to 4.5 m;
 - North leg - Road upgrade and widen to include a 3.1 m (min) wide southbound to westbound right-turn lane with a minimum storage length of approximately 35 m. Relocation of existing infrastructure required (i.e. sidewalk, curb and gutter, utility pole, bus stop, streetlight pole, etc.).
- k) Sexsmith Road/Capstan Way: The developer is responsible for the design and construction of the following Intersection Improvements, to the satisfaction of the City.
- i) Intersection improvements:
- East leg and South leg - realign the pedestrian crosswalks to connect to the proposed road improvements;
 - North leg - modify existing lane markings to accommodate a southbound right-turn lane and change in lane designation of existing southbound left-turn lane to left-turn/through lane; and
 - Install bike box with green surface treatment for southbound bike lane.
- l) Traffic Signals: Works include, but are not limited to, the following:
- i) Upgrade existing traffic signals: With the road and intersection improvements noted above, as well as the need to upgrade other existing traffic signals to accommodate enhanced traffic operations, applicant is to upgrade (as necessary) the following existing traffic signals:
- Sexsmith Road & Capstan Way;
 - Garden City Road & Capstan Way;
 - Brown Road & Sexsmith Road; and
 - Garden City Road & Cambie Road.
- NOTE: Signal upgrades to include but not limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.
- ii) Install new Traffic Signal Device: With the road and intersection improvements noted in above, new traffic signal devices (i.e., intersection pre-ducting, special x-walk with downward lighting, pedestrian signals, or full traffic signals) will be necessary at the following locations, with the exact upgrade to be determined with a traffic signal warrant to the satisfaction of the City.
- Capstan Way & Ketcheson Road
- NOTE: New signal to include but not limited new signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.

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

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

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

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

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

23.1. Barn Owl Hunting Habitat Enhancement Servicing Agreement* Requirements: The developer shall be responsible for the design and construction, at the developer's sole cost, of works as described in the "Phasing Agreement" above.

23.2. RZ Servicing Agreement Parks Requirements: The developer shall be responsible for the design and construction, at the developer's sole cost, of the following, to the City's satisfaction.

23.2.1. Open Space Works shall include:

- a) "South Lot Open Space SRW", which shall be limited to City-approved park improvements to the entire open space SRW area along the lot's north property line where it abuts the neighbourhood park, together with areas and/or features required to accommodate park activity and integration, as determined to the City's satisfaction. **The existing hedgerow (tag# 47) trees locations are to be surveyed and any portion located within the SRW area is to be retained if feasible.**
- b) "Mid-Block Trail SRW", which shall be limited to interim emergency vehicle access from the new North-South Road to Garden City Road with bollards at both ends within the SRW area along the south property line of Lot 2 (East Lot), as determined to the City's satisfaction.

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

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

23.2.2. Neighbourhood Park Works shall include: Any stockpiling of existing top soil in the farm soil recovery area on the subject site which is identified to be retained on-site for the purposes of constructing the proposed neighbourhood park shall be stockpiled **outside of any required tree protection zones and** in a manner such that the soil quality will be maintained to the greatest extent possible following best management practices and under the guidance of a Qualified Agriologist.

23.2.3. Tree Management Works shall include: Protection and relocation of off-site City trees, providing tree survival securities, and entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E), including:

- a) Submission of a tree survival security (Letter of Credit) in the amount of \$120,000, to secure the required protection of 20 existing trees in the Garden City Road median (tag# 363-382). Subject to tree survival, the security is to be released 90% at completion of adjacent SA works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

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

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

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

- b) Relocation of fourteen (14) existing street trees located along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), at the developer's sole cost, to the satisfaction of the Director, Parks Services, including the submission of a tree survival security (Letter of Credit) in the amount of \$75,000. Subject to tree survival, the security is to be released 90% at completion of tree relocation works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

NOTE: In the event that the City determines that the fourteen (14) City street trees cannot be relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

- c) Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the City-owned trees to be protected. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.
- d) Installation of appropriate tree protection fencing around all trees to be protected prior to any construction activities, including building demolition, occurring on-site.
- e) Execution of legal agreement for each tree survival security taken, in form and content satisfactory to the City.

23.3. RZ Servicing Agreement Transportation Requirements: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not be limited to, the "Road Works" as described in the "Phasing Agreement" for the "Rezoning SA".

23.4. RZ Servicing Agreement Engineering Requirements:

23.4.1. Water Works:

- a) Using the OCP Model, there is 197 L/s of water available at a 20 psi residual at the Sexsmith Road frontage, 120 L/s of water available at 20psi residual along the Garden City Road frontage, 416L/s at 20psi residual at Capstan Way and 642 L/s at 20psi residual at Cambie Road. Based on the proposed development, the subject site requires a minimum fire flow of 220 L/s. The available flows along Sexsmith Road and Garden City Road are NOT adequate and the existing watermains require upgrades.
- b) At the Developer's cost, the Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection at the Building Permit* stage. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs.

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

23.4.2. Storm Sewer Works:

- a) At the Developer's cost, the Developer is required to:
- i) Upgrade the existing twin storm sewers at Sexsmith Road frontage, approximately 175 m in length, into a single 1200 mm diameter storm sewer system in the middle of Sexsmith Road. Tie-in to the north shall be via the existing Manhole (STMH 131076). Tie-in to the south shall be to the existing storm sewers along the east and west sides of Sexsmith Road. Tie-ins shall be via the use of new manholes. Developer is to remove existing 1050 mm storm sewer on east side of Sexsmith Road, along development frontage to the new manhole.

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

23.4.3. Sanitary Sewer Works:

- a) At the Developer's cost, the Developer is required to:
 - i) Provide approximately 100 m of 300 mm diameter sanitary sewer within the roadway along Sexsmith Road from existing manhole SMH56774 located at the intersection of Sexsmith Road and Capstan Way southward to a new manhole.
 - ii) Provide approximately 85 m of 250 mm diameter sanitary sewer from the new manhole at Sexsmith Road southward to the future Brown Road extension and Sexsmith Road intersection.
 - iii) Provide approximately 90 m of 250 mm diameter sanitary sewer from the intersection of Sexsmith Road and future Brown Road, east along Brown Road.
 - iv) Provide approximately 135 m of 300 mm diameter sanitary sewer within the roadway along Capstan Way from the intersection at proposed Sexsmith Road and Capstan Way east towards future Ketcheson Road intersection. Tie-in to the west via manhole SMH56774.
 - v) Provide approximately 100 m of 250 mm diameter sanitary sewer along future Ketcheson Road to the intersection with future North-South Road.
 - vi) Provide approximately 120 m of 250 mm diameter sanitary sewer along the proposed North-South road to the north property line of proposed Lot 1 (South Lot). Tie-in to future Ketcheson Road via a manhole and provide a manhole at the high end of the system.

- b) At the Developer’s cost, the City will:
 - i) Install new sanitary service laterals to proposed development.
 - ii) Complete all required tie-ins to the existing City sanitary system (at Capstan Way).

23.4.4. Frontage Improvements:

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

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

23.4.5. Street Lighting Improvements:

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

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

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

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

23.4.6. General Items:

- a) The Developer is required to, at the developer's cost:
 - i) Provide, prior to first SA design submission, a geotechnical assessment of preload and soil preparation impacts on the existing utilities fronting or within the development site, proposed utility installations.
 - ii) Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit*(s), and/or Building Permit*(s) to the satisfaction of the Director of Engineering may be required, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

NOTE: The existing hedgerow (tag# 47) trees locations that run in a north-south alignment are to be surveyed by the developer and retained if feasible and located behind the curb of the new north-south road fronting the proposed City-owned neighbourhood park and the public open space SRW located within the first phase development site. If the additional hedgerow retention results in conflicts with required utilities, the developer may be required to provide additional utilities SRW on the opposite east side of the new north-south road along the Lot 2 (East Lot /Phase 2) frontage.
 - iii) Not encroach in to City Rights-of-Ways with any proposed trees, permanent retaining wall or other non-removable structures.

- b) All infrastructure designed and constructed as part of the required Servicing Agreement shall be coordinated with adjacent developments, both existing and future. The Developer's civil engineer shall submit a signed and sealed letter with each submission confirming that they have coordinated with the civil engineer(s) of the adjacent project(s) and that the Servicing Agreement designs are consistent. The City will not accept the first SA design submission without the letter indicating coordination with the adjacent developments.
- i) The coordination should cover, but not be limited to, the following:
- Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - Pipe sizes, material and slopes.
 - Location of manholes and fire hydrants.
 - Road grades, high points and low points.
 - Alignment of ultimate and interim curbs.
 - Proposed street lights design.

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

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

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

1. (**Legal Agreements**) Satisfy the terms of legal agreements registered on title prior to final adoption of the rezoning bylaw (RZ 18-836123) and/or Development Permit issuance with respect to the development's Building Permit.
2. (**Rezoning and Development Permit Features**) Incorporation of urban design, accessibility and sustainability measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. (**Construction Parking and Traffic Management Plan**) Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
4. (**Latecomer Agreements**) If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
5. (**Construction Hoarding**) Obtain a Building Permit* (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit*. For additional information, contact the Building Approvals Department at 604-276-4285.

NOTE:

- * This requires a separate application.

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

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

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

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

[signed copy on file]

Signed	Date
Schedule A: Preliminary Subdivision Plan	(August 6, 2020)
Schedule B: Preliminary Road Functional Plan	(June 18, 2020)
Schedule C: Park & Open Space Key Plan	(August 3, 2020)
Schedule D: Farm soil Recovery Area Diagram	(June 22, 2020)
Schedule E: Preliminary Tree Management Plans	(September 30, 2020 Amendment #4)
Schedule F: Preliminary SA Phasing Plan	(July 10, 2020)
Schedule G: Park Concept Plan	(August 4, 2020)



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604-323-4270

Tree Management Plan: Amendment #4 OVERVIEW

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



Tree Protection Barrier:
(Outlines Tree Protection Zone)



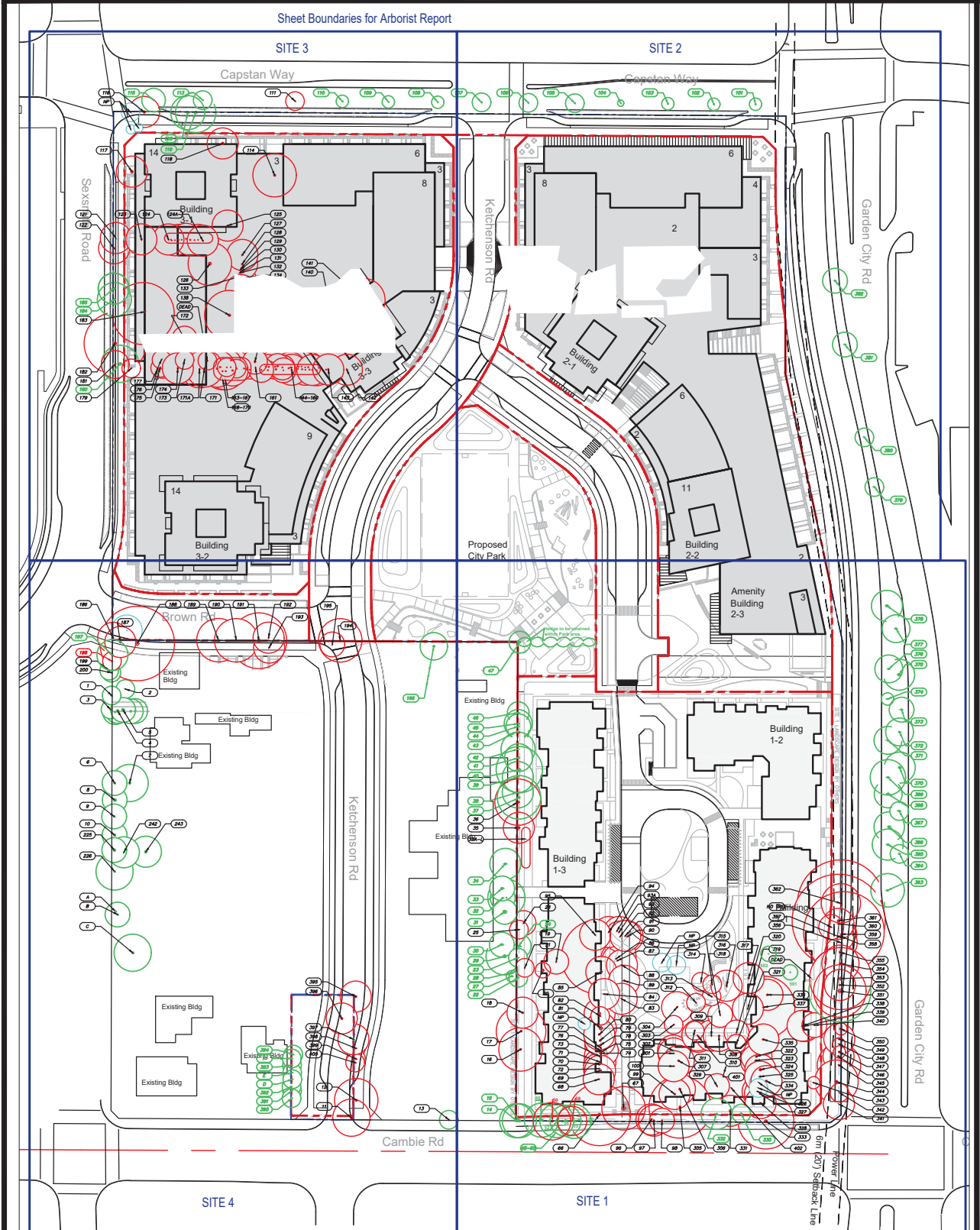
Critical Root Zone:



Schedule E

Notes:

1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Note: See notes on site 3 and site 4 sheets.

Arborist Report



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Tree Management Plan: Amendment #4 Site 1 Tree Retention & Removal Plan

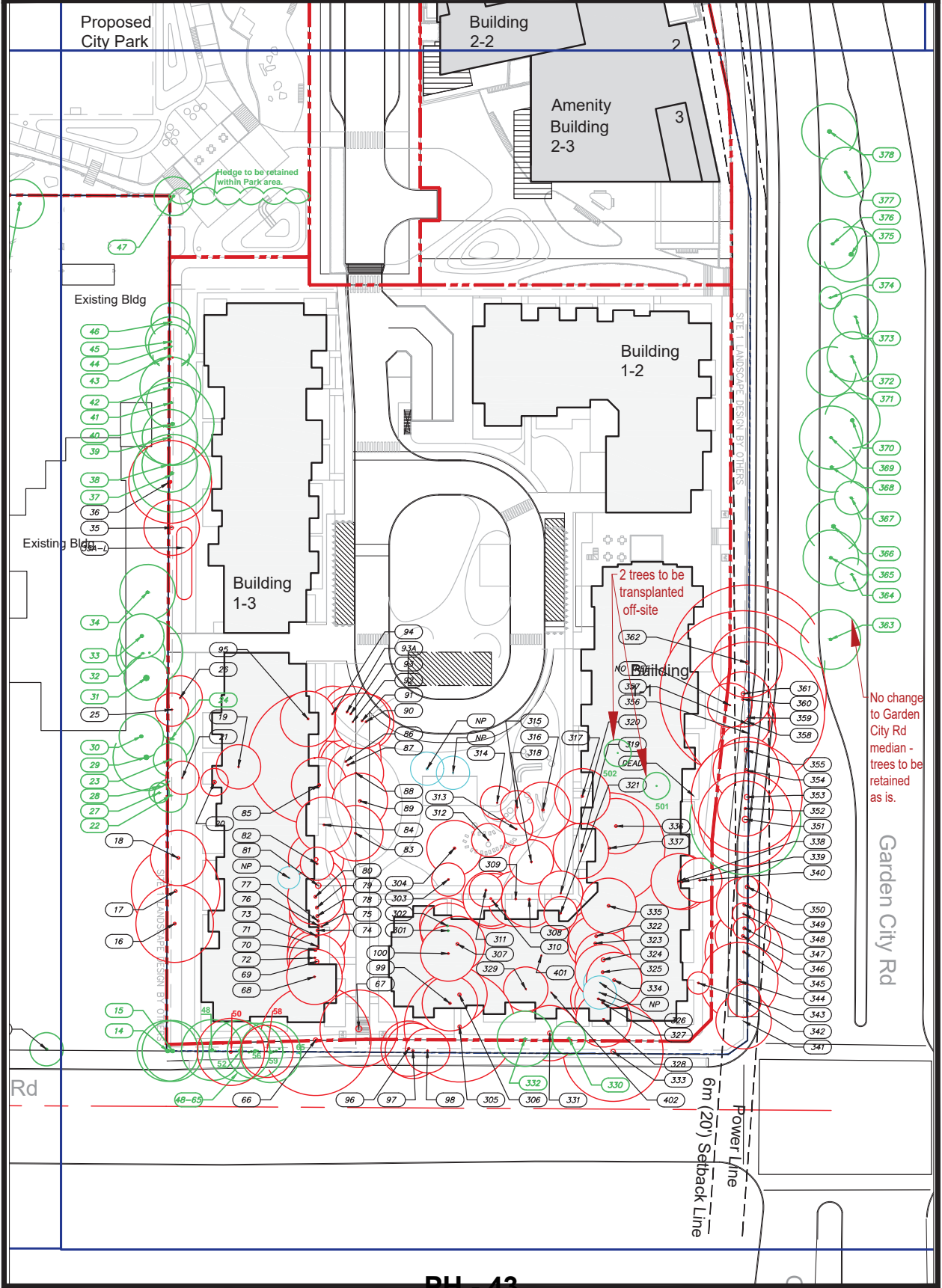
Date: September 30, 2020
Client: Townline Housing Solutions
Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:
Retain Tree (Green Circle)
Remove Tree (Red Circle)

Tree Recommended for Retention: (Green Circle)
Tree Recommended for Removal: (Red Circle)
Undersize Tree: (UT)
Tree Protection Barrier: (Red Dashed Line)
Critical Root Zone: (Orange Area)



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



2 trees to be transplanted off-site

No change to Garden City Rd median - trees to be retained as is.



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604-323-4270

Tree Management Plan: Amendment #4 Site 2 Tree Retention & Removal Plan

Date: September 30, 2020
Client: Townline Housing Solutions

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



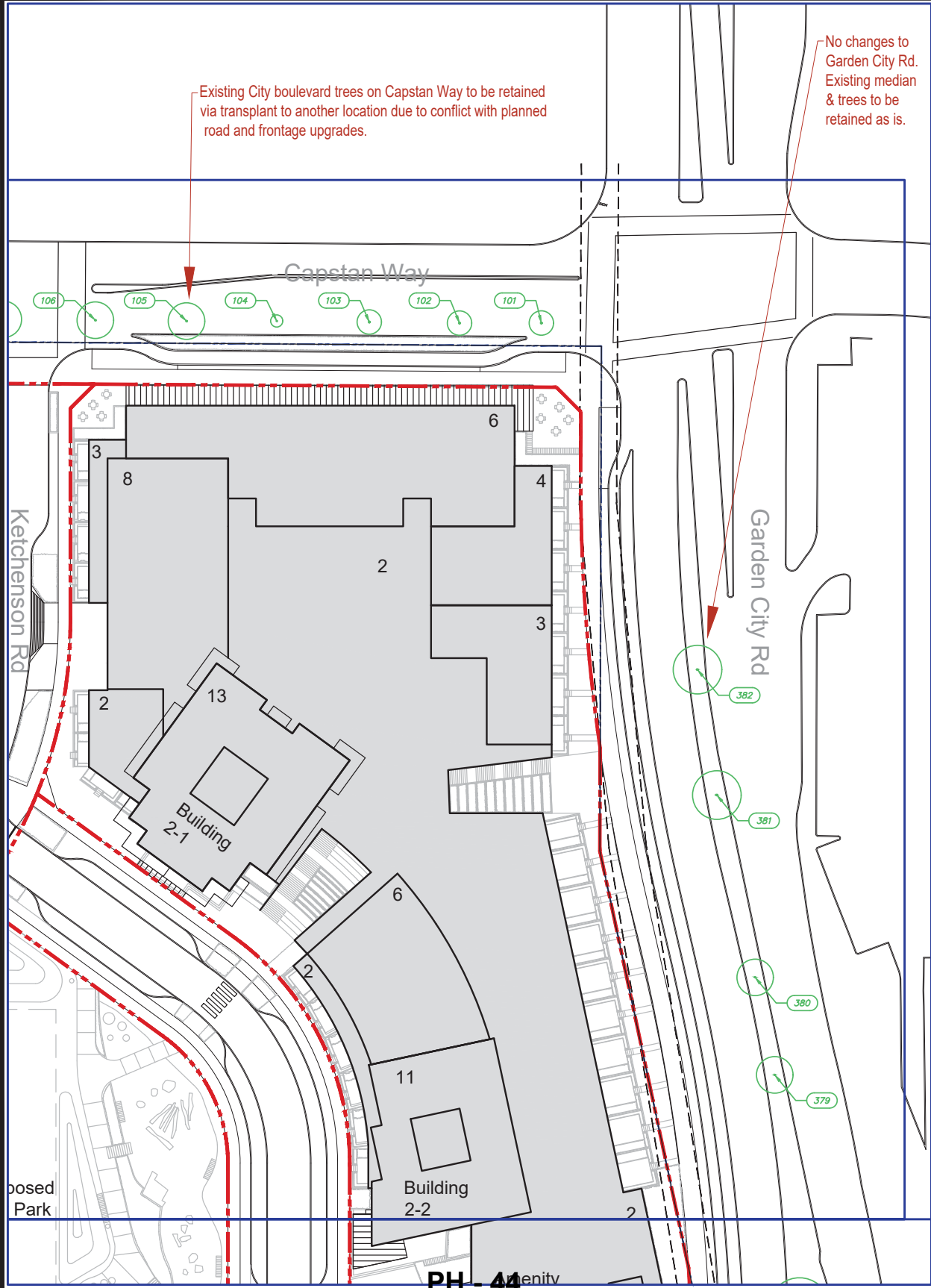
Tree Protection Barrier:



Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



posed Park



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604-323-4270

Tree Management Plan: Amendment #4 Site 3 Tree Retention & Removal Plan

Date: September 30, 2020
Client: Townline Housing Solutions

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



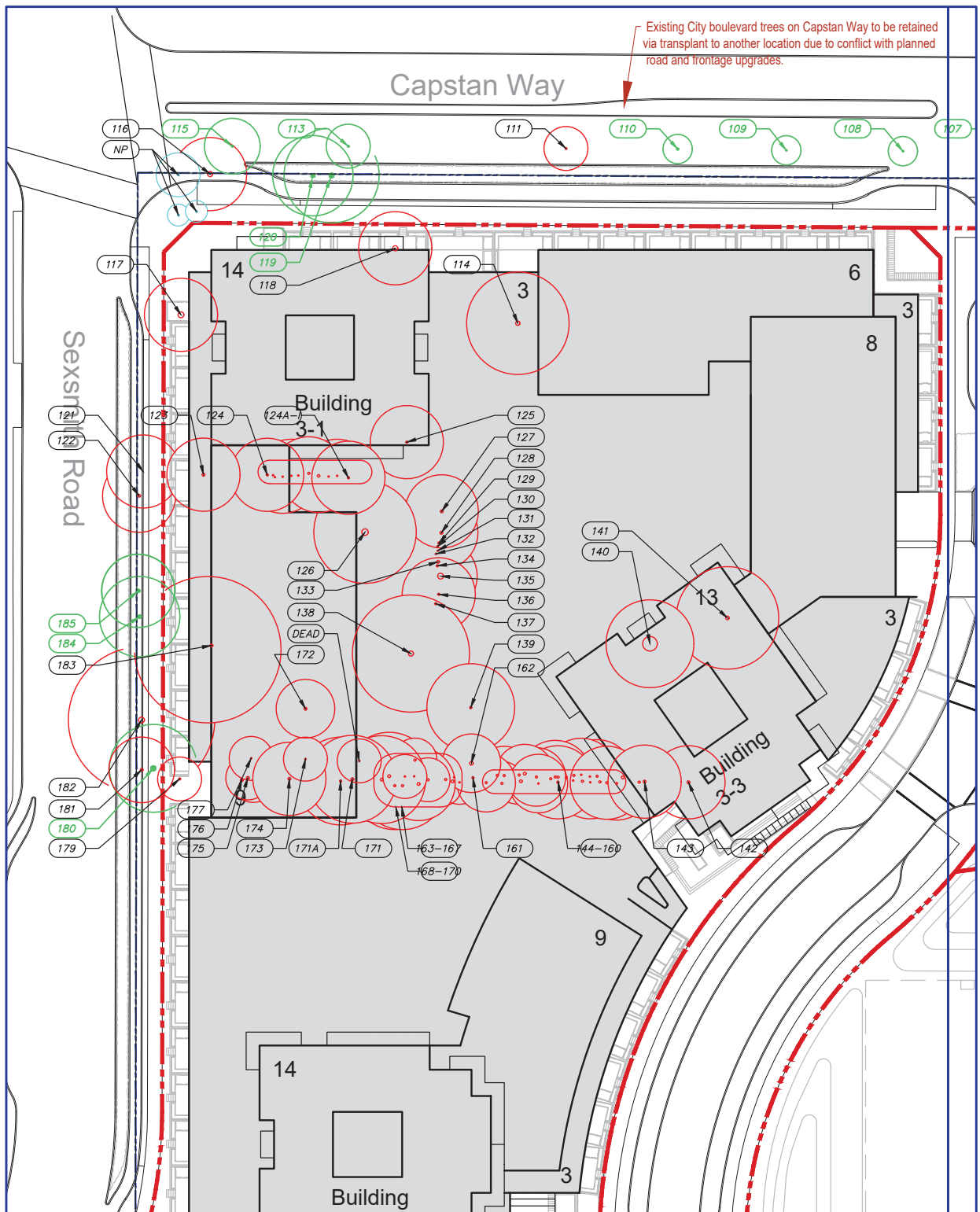
Tree Protection Barrier: (Outlines Tree Protection Zone)



Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Note: The arborist has identified potential conflict between required roads and existing City tree #181, which must be resolved through detail design as part of the required SA process.

as part of the required SA process.



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**Tree Management Plan:
Amendment #4
Site 4
Tree Retention & Removal Plan**

Date: September 30, 2020
Client: Townline Housing Solutions

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



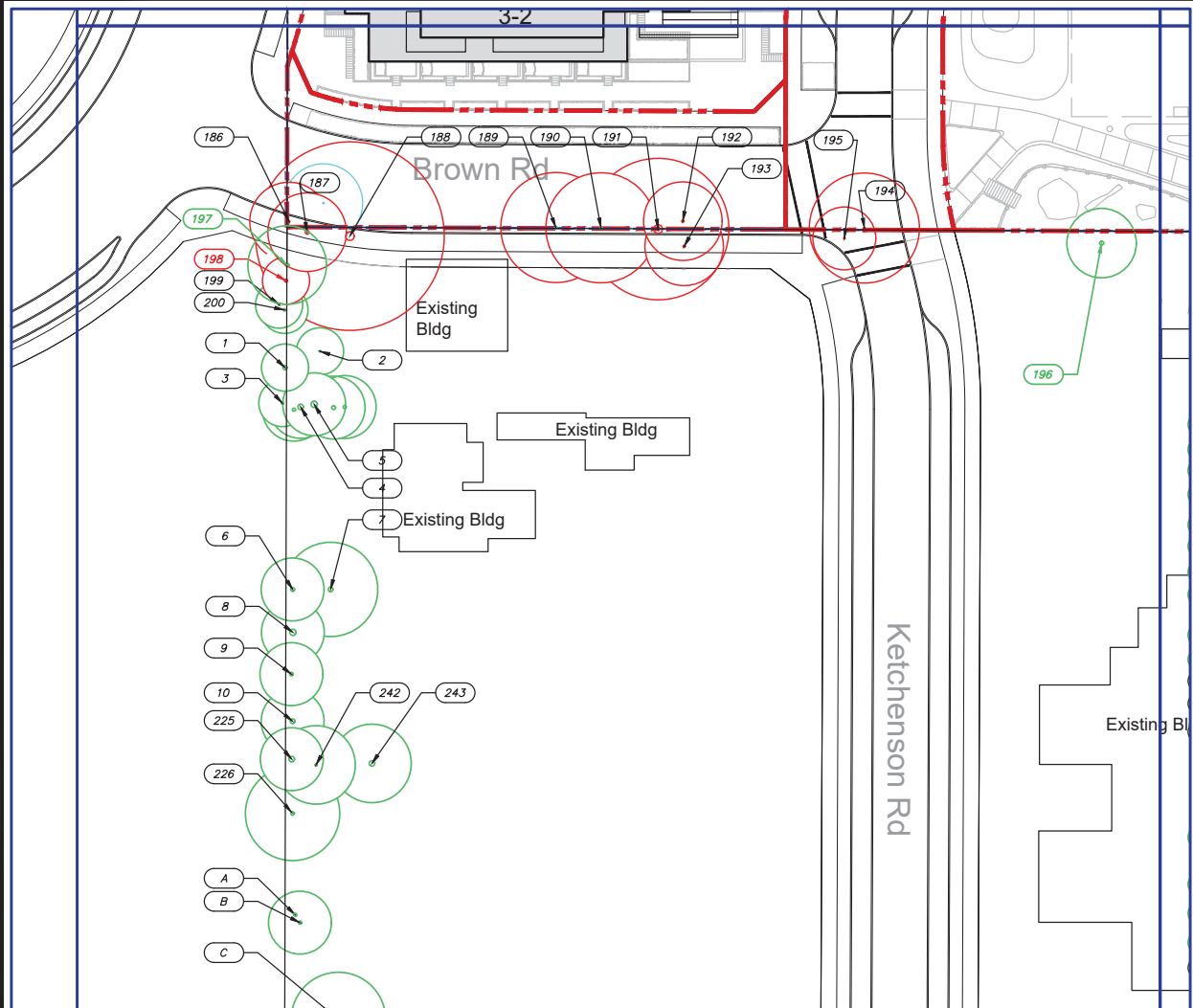
Tree Protection Barrier:
(Outlines Tree Protection Zone)



Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Note: The arborist has identified potential conflict between required roads and existing neighbouring trees, which must be resolved either through providing adequate tree protection through the required SA detailed design, or the developer receiving the neighbouring property owners permission and tree removal permit issuance. The arborist has identified potential conflict between required roads and City tree #198, which must be resolved through detail design as part of the required SA process. The arborist has also identified potential tree retention within the 8671 Cambie Road road dedication area, which must be reviewed for feasibility at SA.

feasibility at SA.



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Tree Management Plan: Amendment #4 Site 1 Bldg 3 - North Tree Retention & Protection Plan

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



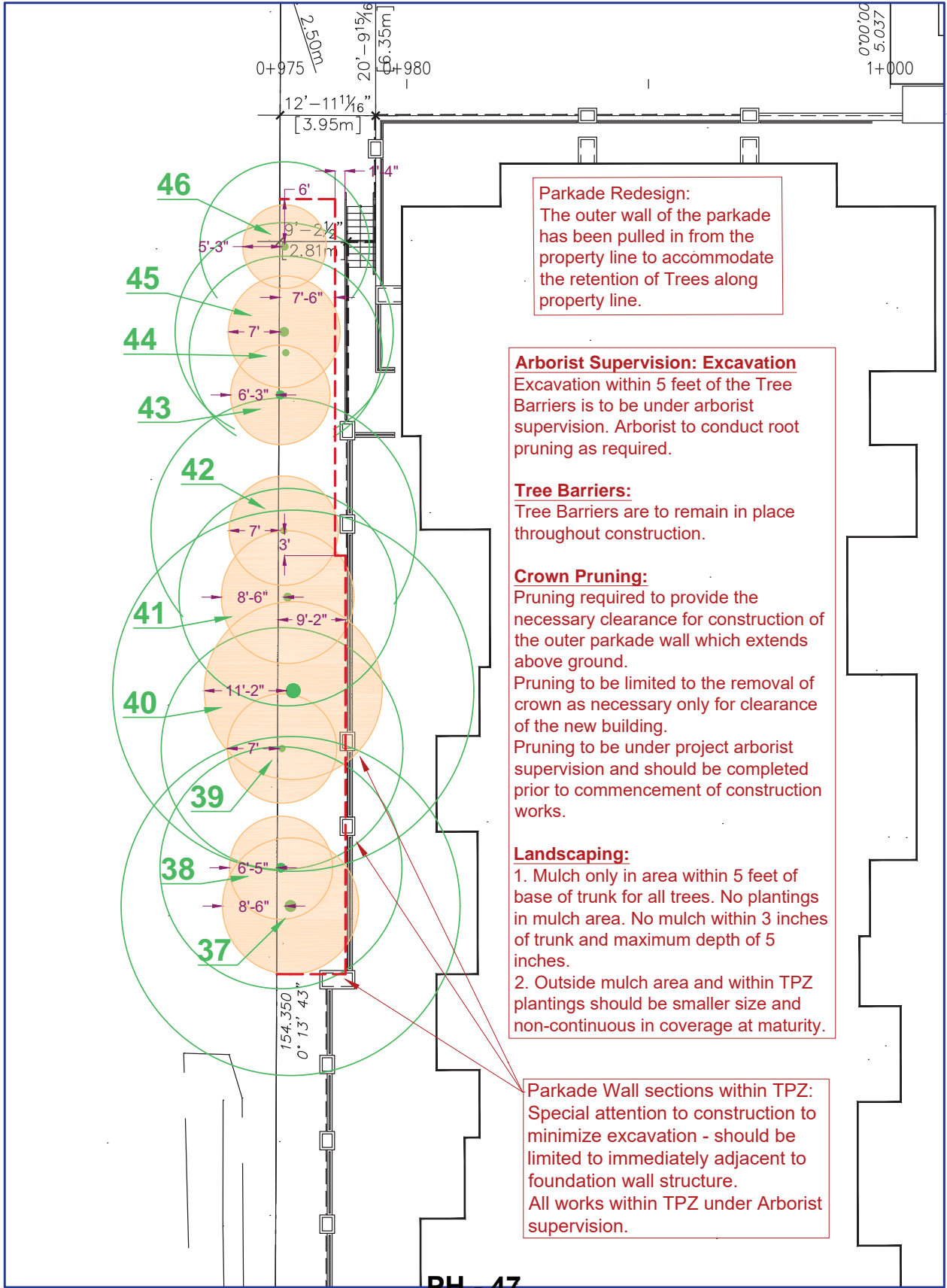
Tree Protection Barrier:
(Outlines Tree Protection Zone)



Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Parkade Redesign:
The outer wall of the parkade has been pulled in from the property line to accommodate the retention of Trees along property line.

Arborist Supervision: Excavation
Excavation within 5 feet of the Tree Barriers is to be under arborist supervision. Arborist to conduct root pruning as required.

Tree Barriers:
Tree Barriers are to remain in place throughout construction.

Crown Pruning:
Pruning required to provide the necessary clearance for construction of the outer parkade wall which extends above ground.
Pruning to be limited to the removal of crown as necessary only for clearance of the new building.
Pruning to be under project arborist supervision and should be completed prior to commencement of construction works.

Landscaping:
1. Mulch only in area within 5 feet of base of trunk for all trees. No plantings in mulch area. No mulch within 3 inches of trunk and maximum depth of 5 inches.
2. Outside mulch area and within TPZ plantings should be smaller size and non-continuous in coverage at maturity.

Parkade Wall sections within TPZ:
Special attention to construction to minimize excavation - should be limited to immediately adjacent to foundation wall structure.
All works within TPZ under Arborist supervision.



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Tree Management Plan: Amendment #4 Site 1 Bldg 3 - South Tree Retention & Protection Plan

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Retain Tree



Remove Tree

Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



UT

Tree Protection Barrier:
(Outlines Tree Protection Zone)

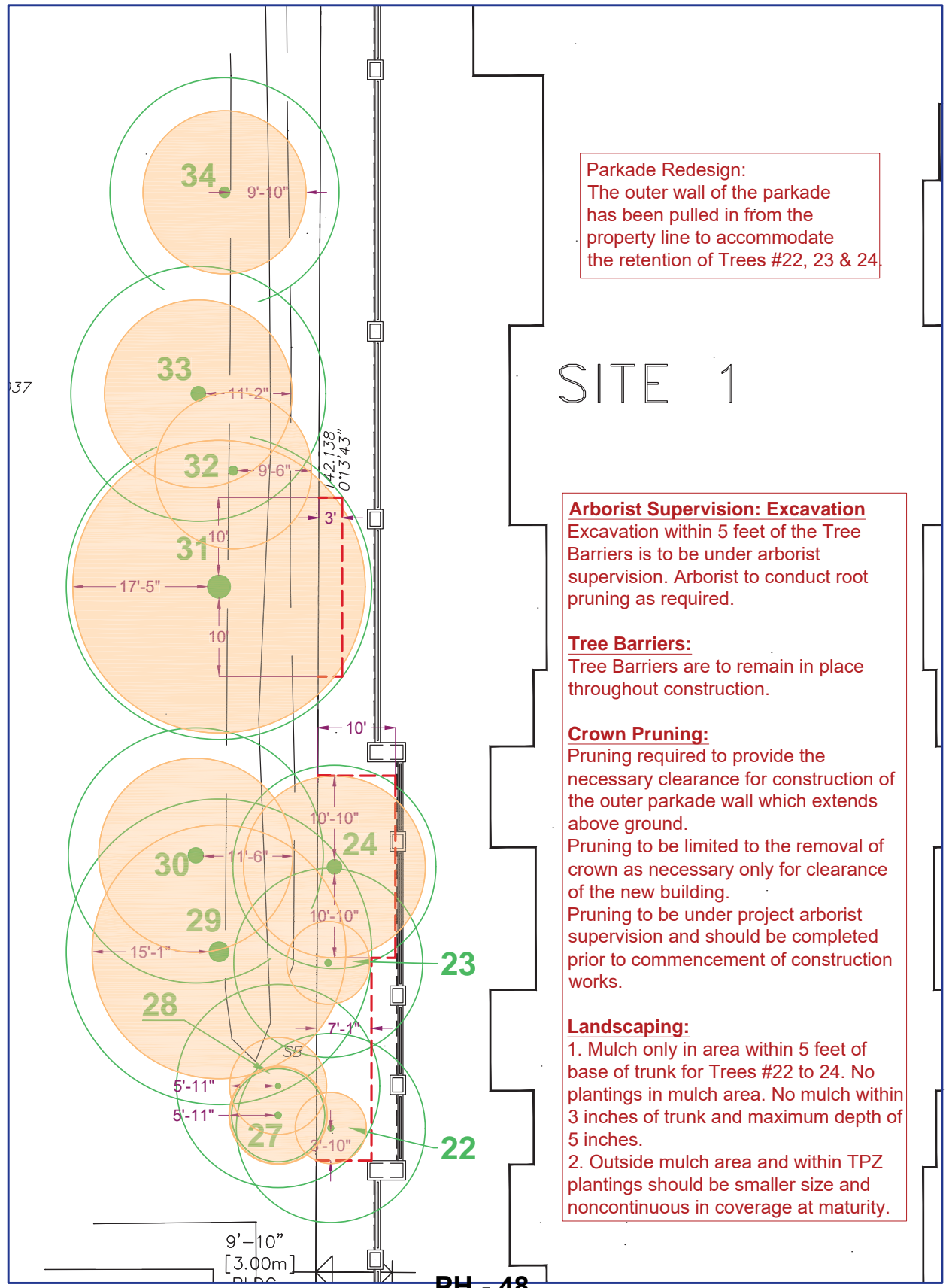


Critical Root Zone:



Notes:

- Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
- Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
- Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Parkade Redesign:
The outer wall of the parkade has been pulled in from the property line to accommodate the retention of Trees #22, 23 & 24.

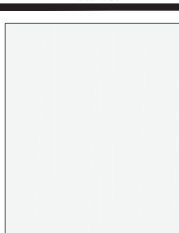
SITE 1

Arborist Supervision: Excavation
Excavation within 5 feet of the Tree Barriers is to be under arborist supervision. Arborist to conduct root pruning as required.

Tree Barriers:
Tree Barriers are to remain in place throughout construction.

Crown Pruning:
Pruning required to provide the necessary clearance for construction of the outer parkade wall which extends above ground.
Pruning to be limited to the removal of crown as necessary only for clearance of the new building.
Pruning to be under project arborist supervision and should be completed prior to commencement of construction works.

Landscaping:
1. Mulch only in area within 5 feet of base of trunk for Trees #22 to 24. No plantings in mulch area. No mulch within 3 inches of trunk and maximum depth of 5 inches.
2. Outside mulch area and within TPZ plantings should be smaller size and noncontinuous in coverage at maturity.



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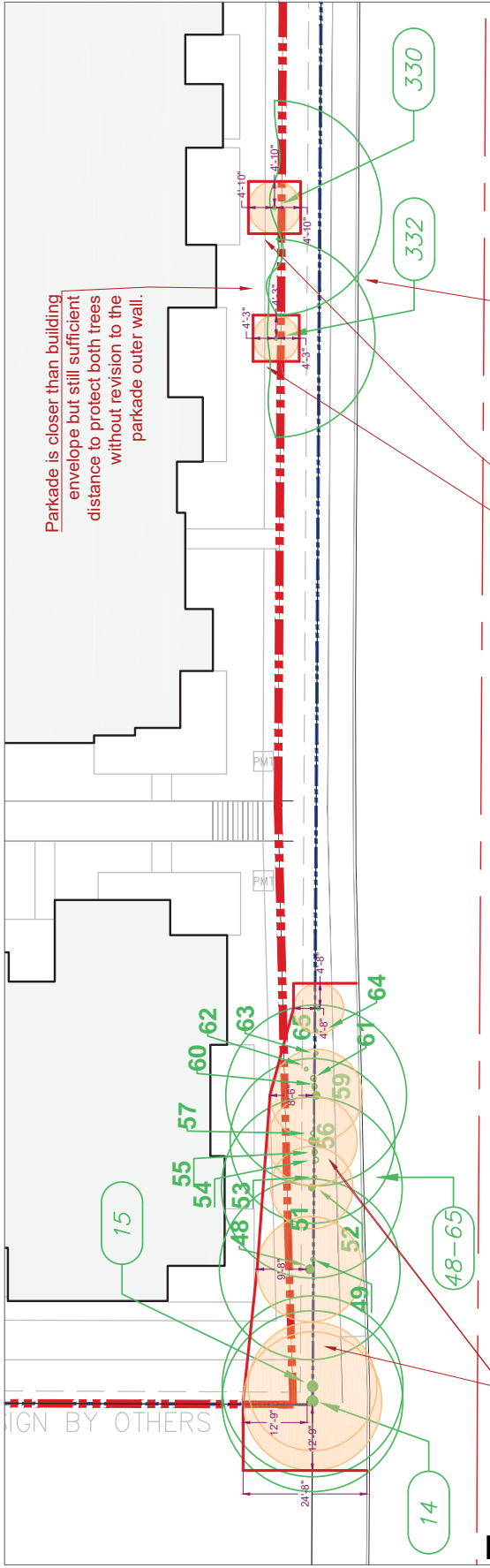
**Tree Management
Plan: Amendment #4
Site 1 Cambie Rd
Tree Retention &
Protection Plan**

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.
Project: Talisman Park
Project Address: Cambie - Sarsmith -
Cepstan - Garden City
Richmond, B.C.

Tree Recommended for Retention: ●
Tree Recommended for Removal: ○
Undersized Tree: UT ●
Crown Damage for: ○
Remove Tree: ○

Tree Protection Barrier (Defines Tree Protection Zone): —
Critical Root Zone: —

Notes:
1. Where trees are densely clustered the crown outline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Parkade is closer than building envelope but still sufficient distance to protect both trees without revision to the parkade outer wall.

Crowns of both trees are very asymmetrical with entirety of each crown on the south side of the trunk location at ground level - therefore no building conflict or pruning required on the development side.

SIDEWALK REDESIGN
Retention of Trees in this section will require relocation of the planned sidewalk to be 18 inches south of the trunks (outside edge) of the trees. This keeps the sidewalk essentially in its existing location for this section. Any reconstruction of the sidewalk or complete rebuild if required should not be a problem as the subgrade could be maintained and is thereby not impacting the underlying critical root zone.

ARBORIST SUPERVISION
Within TPZs, Arborist supervision of demolition of existing sidewalk and for new construction.

SIDEWALK REDESIGN & NEW RETAINING WALL
Sidewalk to require realignment from planned location. Given applicable grade changes, the sidewalk should be located outside of the TPZ as much as possible and at a minimum, any excavation required for the new sidewalk should be 3.5 feet south of the trunks (outside edge). A retaining wall will be required around part (at least the south side of CRZ where sidewalk grade is significantly higher than the natural grade of the CRZ) or all of the CRZ depending on landscaping plans and any other infrastructure planned for this area.

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Tree Management Plan: Amendment #4 Site 3

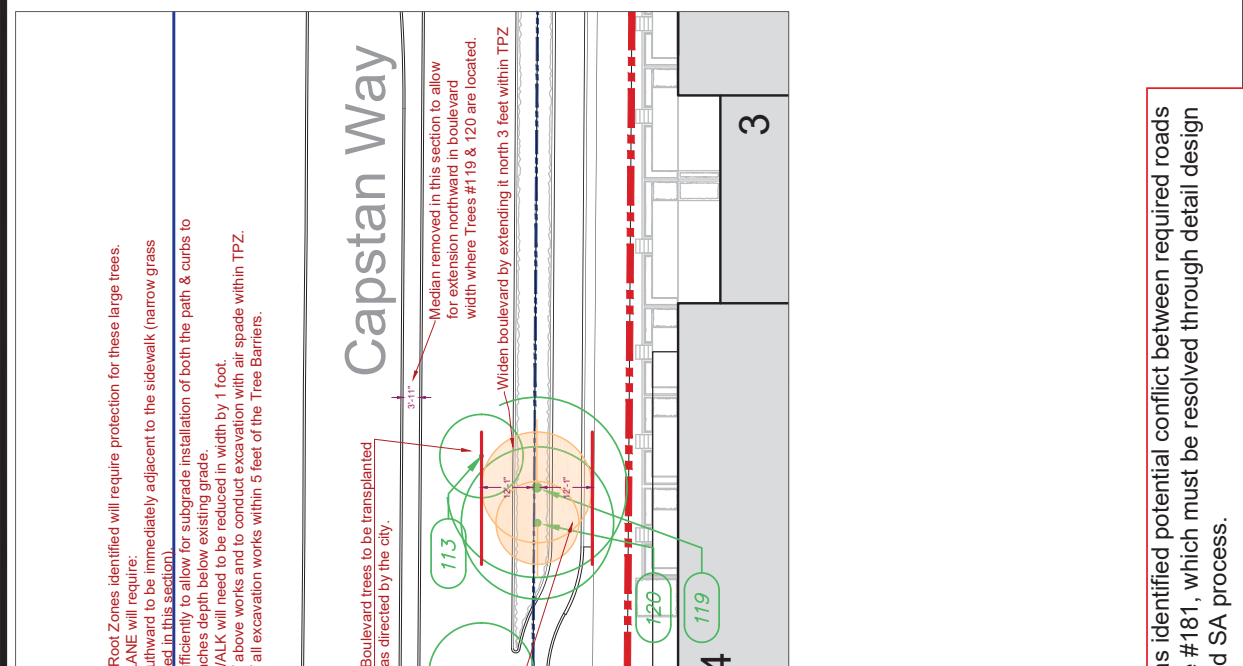
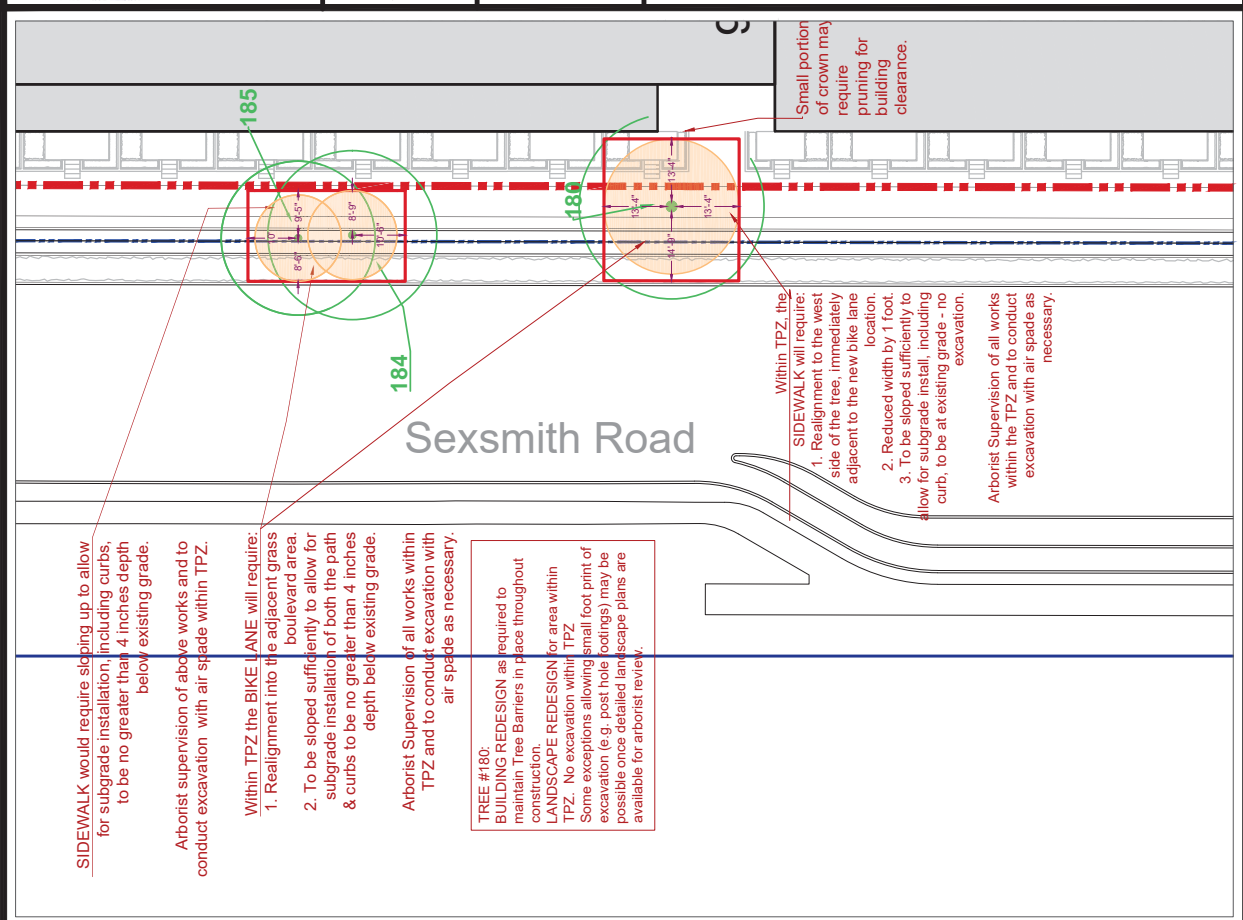
Tree Retention & Protection Plan

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.
Project: Talisman Park
Project Address: Cambie - Sexsmith - Capstan - Garden City
Richmond, B.C.

Tree Recommended for Retention: ●
Tree Recommended for Removal: ○
Undersized Tree: UT ●
Crown Dip/line for: ○
Retain Tree: ○
Remove Tree: ○

Tree Protection Barrier (defines Tree Protection Zone)
Critical Root Zone

Notes:
1. Where trees are densely clustered the crown dip/line may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to suggest size. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Note: The arborist has identified potential conflict between required roads and existing City tree #181, which must be resolved through detail design as part of the required SA process.

Note: The arborist has identified potential conflict between required roads and existing City tree #181, which must be resolved through detail design as part of the required SA process.



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**Tree Management
Plan:
Amendment #4
Site 4 - North
Tree Retention &
Protection Plan**

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Retain Tree

Remove Tree

Tree Recommended
for Retention:



Tree Recommended
for Removal:



Undersize Tree:

UT

Tree Protection Barrier:
(Outlines Tree Protection Zone)

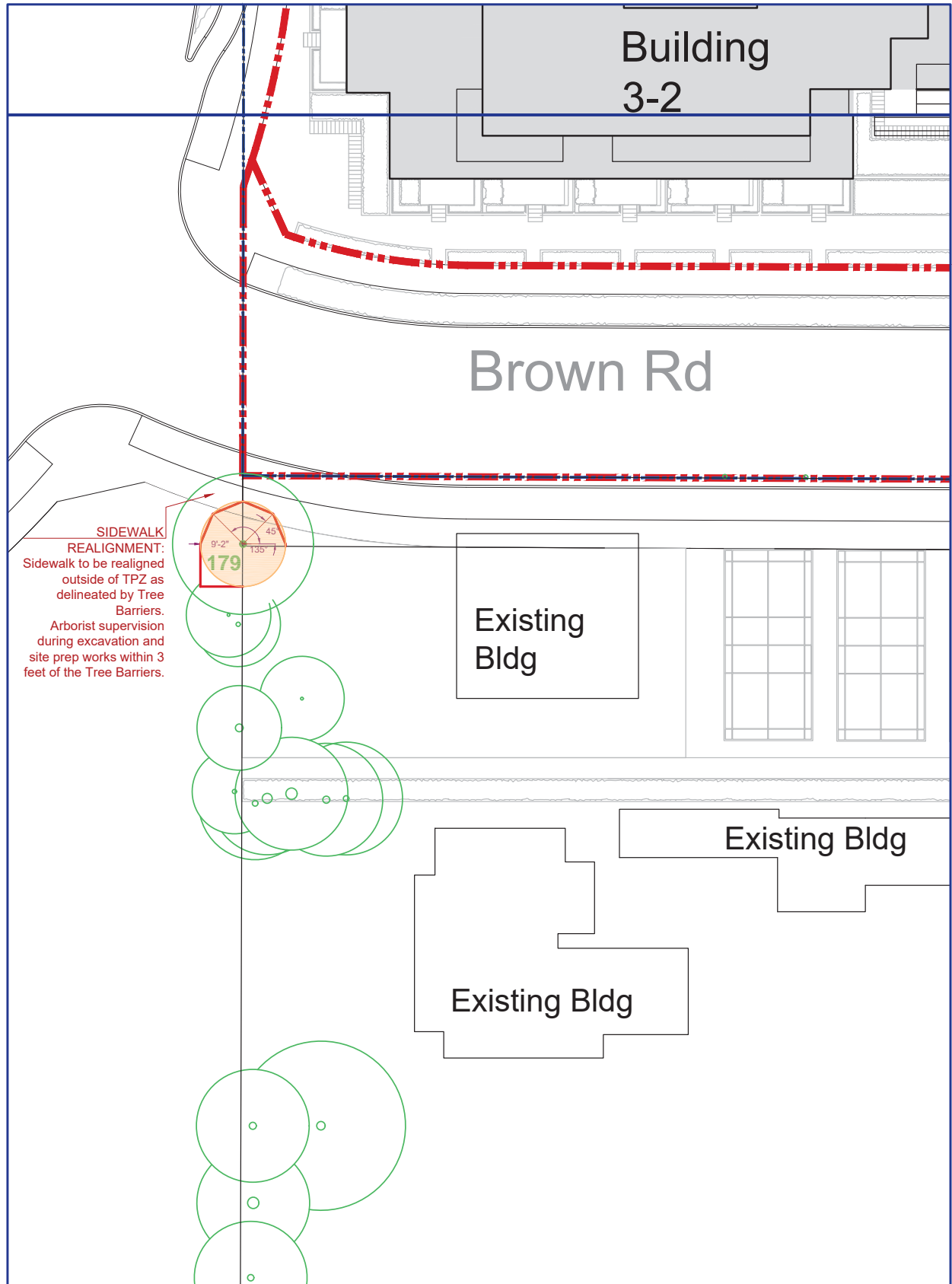


Critical Root Zone:



Notes:

1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.





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**Tree Management Plan:
Amendment #4
Site 4 - South
Tree Retention & Protection Plan**

Date: September 30, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Remove Tree

Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:

UT

Tree Protection Barrier: (Outlines Tree Protection Zone)



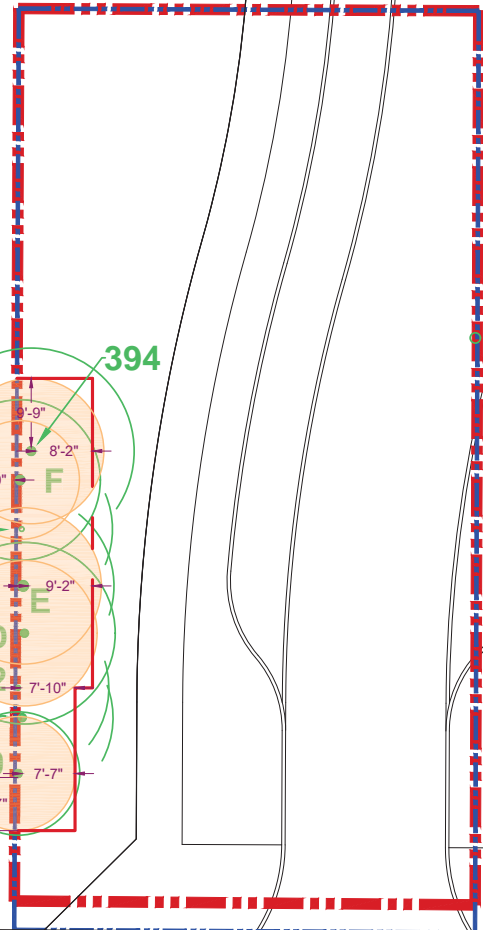
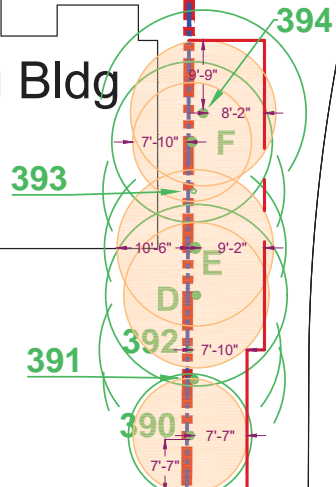
Critical Root Zone:



Notes:

1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.

EXCAVATION:
Excavation within 5 feet of the Tree Barriers is to be under arborist supervision. Arborist to conduct root pruning as required.



Note: The arborist has identified potential tree retention within the 8671 Cambie Road road dedication area, which must be reviewed for feasibility at SA.



To: General Purposes Committee

Date: August 26, 2020

From: Wayne Craig
Director, Development

File: RZ 18-836123

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

Staff Recommendation

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

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

WC:sb
Att. 11

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Recreation and Sport Services	<input checked="" type="checkbox"/>	
Sustainability and District Energy	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

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

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

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

- A three-phase mid-rise and high-rise, high density, mixed-use development with 4,748 m² (1.17 acres) of City-owned park and 2,244 m² (0.56 acres) of secured public open space.
- A total floor area of approximately 109,558.76 m² (1,179,280 ft²) comprised of:
 - 10,432.83 m² (112,298 ft²) of low-end-of-market rental (LEMR) affordable housing units in a stand-alone 11,417.88 m² (122,901 ft²) building.
 - 5,312.57 m² (57,184 ft²) of market rental housing in a stand-alone building.
 - 92,044.32 m² (990,756.81 ft²) of market strata housing.
 - 784 m² (8,438 ft²) of commercial space.
- Additional 2,615 m² (28,148 ft²) indoor amenity space provided over the three phases.
- Approximately 1,226 residential units (150 affordable housing units, 65 market rental housing units, and 1,011 market strata housing units).

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

Findings of Fact

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

Subject Site Existing Housing Profile

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

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

Surrounding Development

To the North: Across Capstan Way, is a development site that is the subject of a separate rezoning application (RZ 18-836107) for a mixed-use development. The west portion of the site is designated under the City Centre Area Plan (CCAP) for medium to high-density mid to high-rise mixed-use development (Urban Center T5 (35 m)). The east portion of the site is designated for low to medium density low to mid-rise residential development with limited commercial uses (General Urban T4 (25 m)). The rezoning application is under staff review and will be subject to a separate report upon completion of the staff review.

To the South: Along the southwest edge of the subject site, are an adjacent single-family dwelling and church site. The single-family site is designated under the City Centre Area Plan (CCAP) for high density high-rise mixed-use development (General Urban T4 (25 m) and Village Centre Bonus). The church site is designated for institutional and low to medium density low to mid-rise residential development with limited commercial uses (General Urban T4 (25 m) and Institution). Along the south edge of the site, across Cambie Road in Aberdeen Village, is a three-storey strata commercial mall and a vacant development site designated for urban business park development (General Urban T4 (25 m)).

To the East: Across Garden City Road in the Oaks West Cambie neighbourhood, is a single-storey commercial development and two-storey townhouse development.

To the West: Across Sexsmith Road, is a low-rise strata commercial mall and a recently approved high-density high-rise development (DP 18-818748) by the same developer is under construction. Both of the sites are designated under the City Centre Area Plan (CCAP) for high-density high-rise mixed-use development (Urban Center T5 (35 m)).

Related Policies & Studies

Official Community Plan/City Centre Area Plan

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

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

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

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

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

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

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

OCP Aircraft Noise Sensitive Development (ANSD) Policy

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

NAV Canada Building Height

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

Floodplain Management Implementation Strategy

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

Public Consultation

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

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

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

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

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

External Agencies

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 and final approval is required prior to final adoption of the rezoning bylaw.

Analysis

The applicant has applied to rezone the subject site to permit the construction of an approximately 109,558.76 m² (1,179,280 ft²) three-phase high-rise mixed-use development comprising five towers, three mid-rise buildings, 1,226 residential units (including 150 low-end-of-market rental affordable housing units and 65 market rental housing units), and ground floor commercial space, together with new park and road. The proposal is consistent with current OCP and CCAP policies applicable to the subject site, which encourage high-rise high-density mixed-use development on the western portion of the subject site and medium-density mid-rise residential development with limited commercial uses on the northeastern and southeastern portions of the subject site including, among other things, new park and public open space, street improvements, affordable housing, market rental housing, contributions for community amenities and Capstan Station construction, and off-site Barn Owl hunting habitat enhancements.

1. Proposed Zoning Amendment

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

- **Maximum density:** The overall maximum density works out to 2.10 FAR calculated against the gross site area eligible for FAR calculation purposes and 2.86 FAR calculated against the net site area after the land transfer for the neighbourhood park and all road dedications. The proposed ZMU47 zone allows for: 2.1 floor area ratio (FAR) in the southeastern portion of the site (Phase 1 and Lot 1 (South Lot)), 2.61 FAR in the northeastern portion of the site (Phase 2 and Lot 2 (East Lot)), and 3.91 FAR in the northwestern portion of the site (Phase 3 and Lot 3 (West Lot)). This includes density bonuses related to the provision of affordable housing, market rental housing, park, public open space, roads, and funding for Capstan Station and Village Centre Bonus City amenities. The zone also includes the typical 0.1 FAR density bonus for common indoor amenity space for residents.
- **Permitted land uses:** Apartment and related land uses and at least 784 m² (8,438 ft²) of commercial space at the ground floor level.
- **Residential rental tenure restriction** relating to the provision of 215 rental units (e.g., 150 affordable housing low-end-of-market rental units and 65 market rental housing units).
- **Maximum building height:** 25 m (82 ft.) on the southeastern portion of the subject site, 35 m (115 ft.) to 45 m (148 ft.) on the northeastern portion of the subject site, and 45 m (148 ft.) on the northwestern portion of the subject site.
- **Maximum lot coverage, minimum setbacks, minimum lot size, and loading space provisions.**

2. Housing

- a) Dwelling Unit Mix: The OCP encourages multiple residential development to provide at least 40% of units with two or more bedrooms that are suitable for families with children. Staff support the applicant’s proposed unit mix, which includes 70% family friendly units.

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

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

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

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

- b) **Affordable Housing:** In compliance with the City’s Affordable Housing Strategy, the developer proposes to design and construct 150 low-end-of-market rental (LEMUR) units, to a turnkey level of finish, at the developer’s sole cost, comprising 10,432.83 m² (112,298 ft²) of habitable space, based on 10% of the development’s total residential floor area. Occupants of these units will enjoy full use of all indoor residential amenity spaces provided inside the affordable housing building. The exclusive use of the indoor amenity space will allow the non-profit housing operator to provide scheduled and customized programming tailored to the residents of the affordable housing units. The affordable housing occupants will also have access to all outdoor residential amenity spaces, parking, bicycle storage, and related features, at no additional charge to the affordable housing occupants.

The proposed affordable housing will be provided in the first building of the first phase of development (i.e., on proposed Lot 1 (South Lot)) in a stand-alone 11,417.88 m² (122,901 ft²) six-storey wood frame building. The City’s Affordable Housing Strategy supports affordable housing units being clustered in a stand-alone building if there is a non-profit operator in place. Based on City consultation with non-profit housing providers, they typically prefer clustered units due to the operational efficiencies as well as the opportunity for greater control over operating costs.

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

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

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

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

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

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

2-Bedroom	69 m ² (741 ft ²)	\$1,218/month	\$46,800 or less	31% (47 units)	100%
3-Bedroom	91 m ² (980 ft ²)	\$1,480/month	\$58,050 or less	23% (34 units)	100%
Total	10,267.82 m² (110,521.89 ft²)	N/A	N/A	100% (150 units)	100%

- (1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City Policy.
- (2) Project Targets will be confirmed through the project’s Development Permit process.
- (3) BUH indicates units designed and constructed in compliance with the City’s Basic Universal Housing standards.

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

The proposed market rental housing will be provided in the first phase of development (i.e., on proposed Lot 1 (South Lot)) in a stand-alone 5,312.57 m² (57,184 ft²) six-storey wood frame building.

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

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

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

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

- d) Accessibility: Richmond’s OCP encourages development to meet the needs of the city’s aging population and people facing mobility challenges. Staff support the developer’s proposal, which is consistent with City Policy and will include:
- Barrier-free lobbies, common areas, and amenity spaces.
 - Aging-in-place features in all units (e.g., blocking for grab bars, lever handles, etc.).
 - 17.5% Basic Universal Housing (BUH) units (i.e., 215 of 1,226 units), including 100% of market rental housing units (i.e., 65 units) and 100% of affordable housing units (i.e., 150 units). (Note: The developer will be utilizing the Zoning Bylaw’s BUH floor area exemption of 1.86 m² (20 ft²) per BUH unit).

3. Capstan Station Bonus (CSB)

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

- Contribute funds towards the construction of the Capstan Canada Line Station, based on the total number of units and Council-approved contribution rate in effect at the time of Building Permit (BP) issuance (i.e., \$8,992.14 per unit, which rate is in effect until September 30, 2020, plus applicable annual rate increases).
- Provide public open space in some combination of fee simple, dedication, and/or Statutory Right-of-Way (as determined to the City's satisfaction) at a rate of at least 5 m² (54 ft²) per dwelling, based on total dwelling units.

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

- Register legal agreements on title to secure voluntary Building Permit-stage contribution of at least \$11,024,364 (adjusted for applicable rates) for station construction.
- Provide 6,992 m² (75,251 ft²) of publicly-accessible open space, which is 14% larger than the CSB minimum open space requirement and is comprised of a fee simple City-owned neighbourhood park, Capstan Way and Sexsmith Road frontage road dedication enhancements, and on-site public open spaces (Statutory Right-of-Way) adjacent to the neighbourhood park, in corner plazas along Capstan Way and a mid-block trail connecting to Garden City Road.

4. Village Centre Bonus (VCB)

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

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

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

facilitate future community area floor area to be constructed off-site elsewhere in the City Centre.

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

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

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

5. Sustainability

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

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

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

6. Parks

a) Park and Public Open Spaces

In compliance with the CCAP and the ZMU47 zone, the developer proposes to provide land for park and public open space uses, including 4,748 m² (1.17 ac.) for a City-owned neighbourhood park and at least 2,244 m² (0.55 ac.) for public open space (in a combination of road dedication and SRW) for the proposed 1,226 dwelling units. A conceptual design for the required park and public open space improvements has been prepared by the developer (Attachments 5 and 11).

The proposed 4,748 m² (1.17 ac.) City-owned neighbourhood park will be secured, designed and constructed through the required Servicing Agreement process, including the provision of Letters of Credit, and construction completed as part of the second phase of the development (Attachment 11). The City park planning process will be the subject of a separate staff report from the Director, Parks Services, after the rezoning application is considered at a Public Hearing meeting. It takes time to plan, design and construct a neighbourhood park and in the interim residents in the first phase of development are within walking distance of the City's Aberdeen Park.

The proposed 2,244 m² (0.55 ac.) public open space includes a mid-block trail connection between Garden City Road, internal roads and the proposed neighbourhood park, expanded public open space areas and plazas along Capstan Way and Sexsmith Road, and a public open space area adjacent to the proposed neighbourhood park. Detailed design of these public open space areas will be undertaken and secured through the development's Servicing Agreement and Development Permit processes, including the provision of Letters of Credit.

b) Farm Soil Recovery

Soil is a valuable resource and preserving it for continued agricultural use meets the standard for highest and best use of this soil. Although the subject site is not located in the Agricultural Land Reserve, City staff have identified an estimated 31,900 m² (7.88 ac.) old field grassland area within the subject site which has been under cultivation for hay since prior to 1999 (according to City records). The developer has agreed to test and salvage appropriate farm soil from the subject site for use on the Garden City Lands, ensuring Richmond soil is preserved and used for ongoing local agricultural production. Registration of a legal agreement on title is required prior to final adoption of the rezoning bylaw.

There are already approvals in place from the Agricultural Land Commission and Council for the deposit of up to 48,000 m³ (1,695,104 ft³) soil meeting Agricultural Land (AL) Standards on the Garden City Lands as part of the establishment of the Kwantlen Polytechnic University farm area. The proposed soil relocation from the subject site, subject to required soil testing, to Garden City Lands would be accommodated by the existing approvals.

c) Barn Owl Hunting Habitat Compensation

As noted in the received public correspondence (Attachment 6), Barn Owls and hawks have been recorded hunting on the subject site. Barn Owls require large open areas, with minimal human activity to facilitate their hunting behaviours, such as the approximately 31,900 m² of old field grassland on the subject site. Staff note that subject site is not an identified Environmentally Sensitive Area. The proposed neighbourhood park, road network and form of development intended in the City's City Centre Area Plan is not consistent with Barn Owl hunting habitat needs.

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

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

The developer retained a Qualified Environmental Professional (QEP) and working with Sustainability, Parks Services and Parks Operations staff, the QEP has identified three City-owned locations (Attachment 9) for Barn Owl hunting habitat enhancement at locations showing evidence of raptor utilization and having the potential for open grassland of approximately 28,000 m² to offset the losses at the subject site. At these three City-owned locations, the City will address Knotweed and the City and the developer will work cooperatively to remove remaining invasive species. The developer will design and construct the Barn Owl hunting habitat enhancement works, and detail a grassland maintenance plan through the City's standard Servicing Agreement process, including the provision of a Letter of Credit in the amount of \$205,000 to secure the estimated value of the works. The installation of Barn Owl hunting habitat offsets will also benefit other species of raptors which utilize similar hunting habitat.

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

7. Transportation and Site Access

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

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

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

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

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

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

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

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

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

8. Site Servicing and Frontage Improvements

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

on the City's DCC Program (e.g., part of the required works along Cambie Road, Garden City Road, Capstan Way and Sexsmith Road).

9. Tree Retention and Replacement

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

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

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

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

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

10. Public Art

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

11. City Centre Mixed Use Development

In compliance with the CCAP, the developer proposes to voluntarily contribute \$308,136 towards future City community planning studies at a rate of \$3.23/m² (\$0.30/ft²) of maximum buildable floor area, excluding affordable housing and market rental housing.

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

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

12. Development Phasing

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

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

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

13. Built Form and Architectural Character

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

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

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

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

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

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

14. Existing Legal Encumbrances

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

Financial Impact or Economic Impact

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

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

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

Conclusion

Polygon Talisman Park Ltd. has applied to the City of Richmond for permission to create a new site specific zone, "Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)" and rezone lands at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road to the new ZMU47 zone and the "School and Institutional Use (SI)" zone, to permit the construction of 6,992 m² (1.73 acres) of park and public open space and a mid-rise and high-rise, high density, mixed-use development containing 1,226 dwellings (including 150 affordable housing units and 65 market rental housing units) and 784 m² (8,438 ft²) of non-residential uses, including retail. The proposed ZMU47 zone, if approved, will guide development of the subject site. Off-site works, including utility upgrades, road widening and new roads, frontage improvements, park construction, and off-site Barn Owl hunting habitat enhancement will be subject to the City's standard Servicing Agreement processes (secured with Letters of Credit). An analysis of the developer's proposal shows it to be well designed and consistent with the CCAP's development, livability, sustainability, and urban design objectives.

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



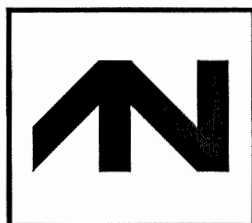
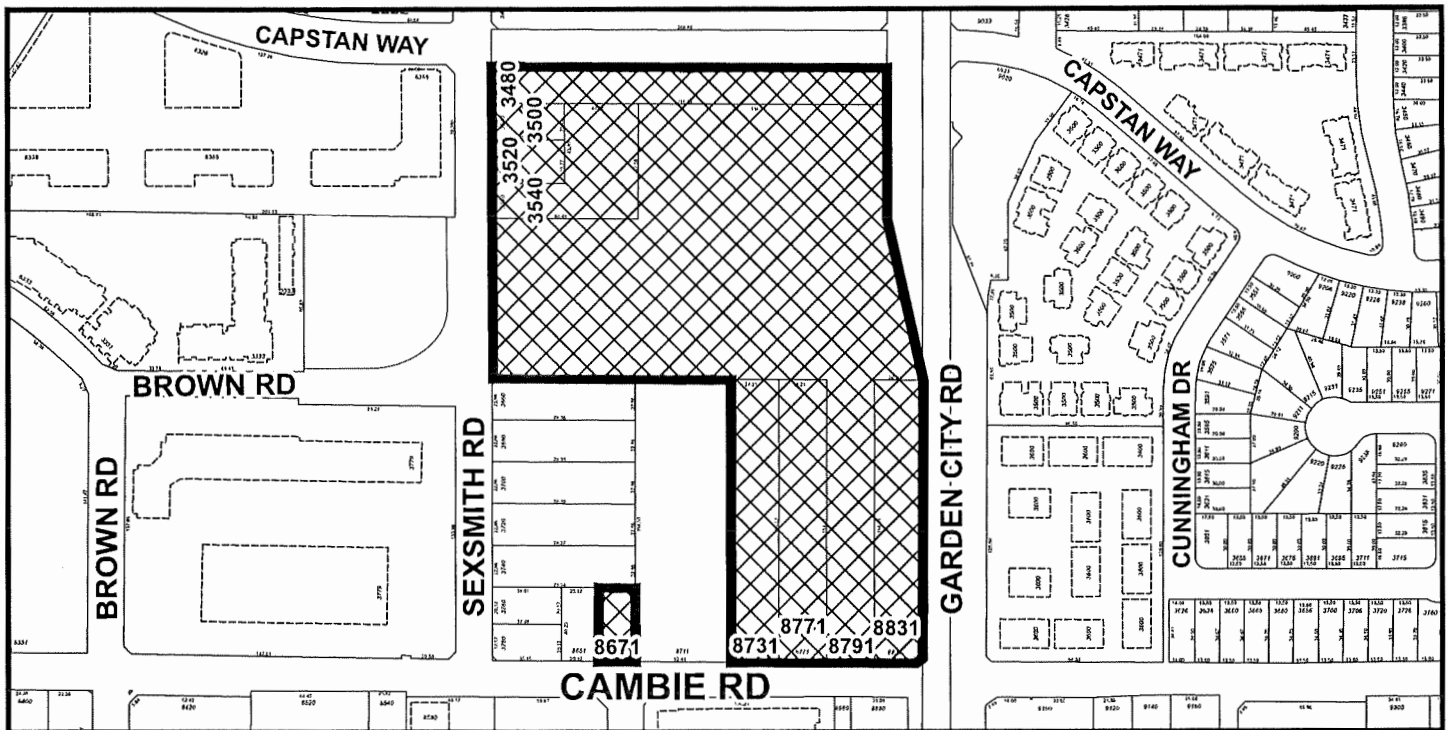
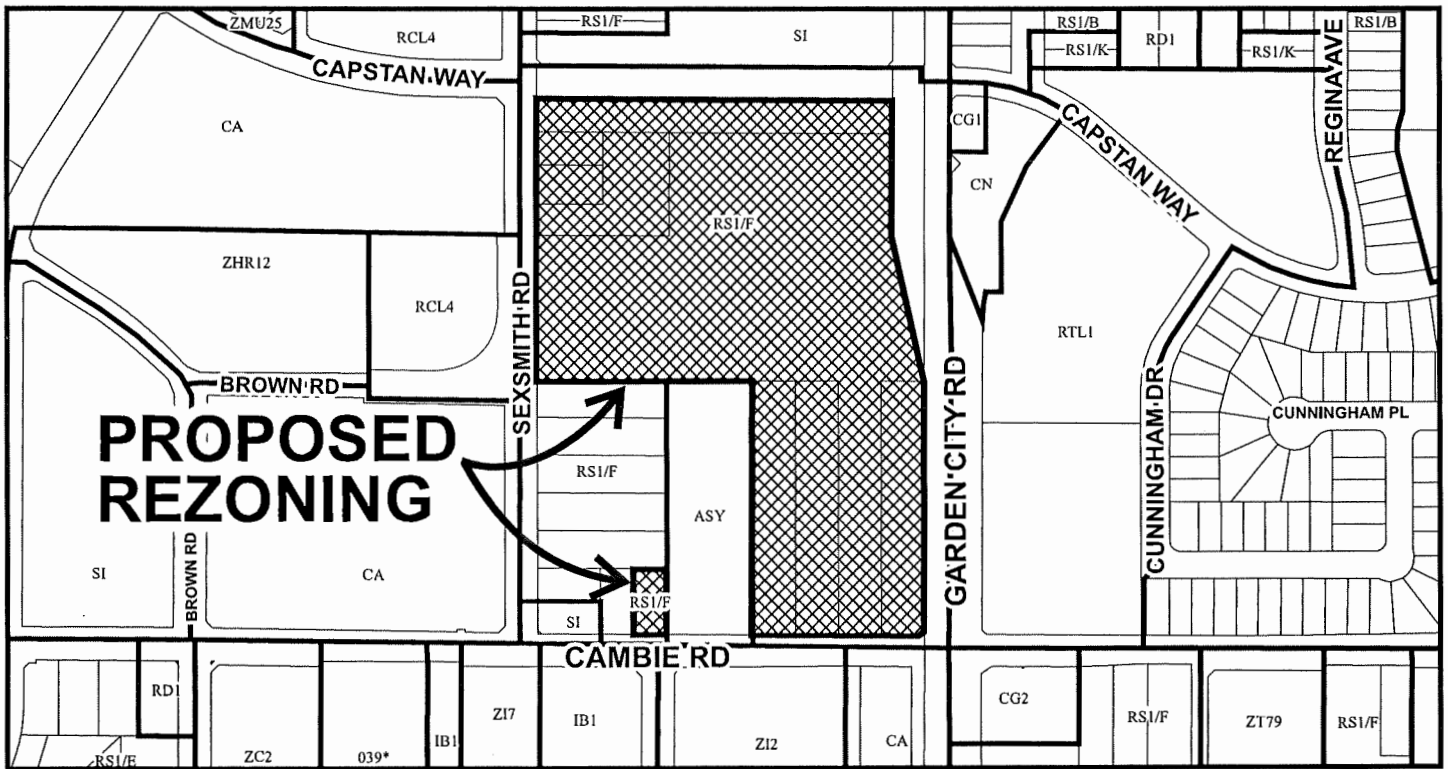
Sara Badyal
Planner 2
(604-276-4282)

SB:blg

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



City of Richmond



RZ 18-836123

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Original Date: 09/28/18

Revision Date: 05/19/2020

Note: Dimensions are in METRES



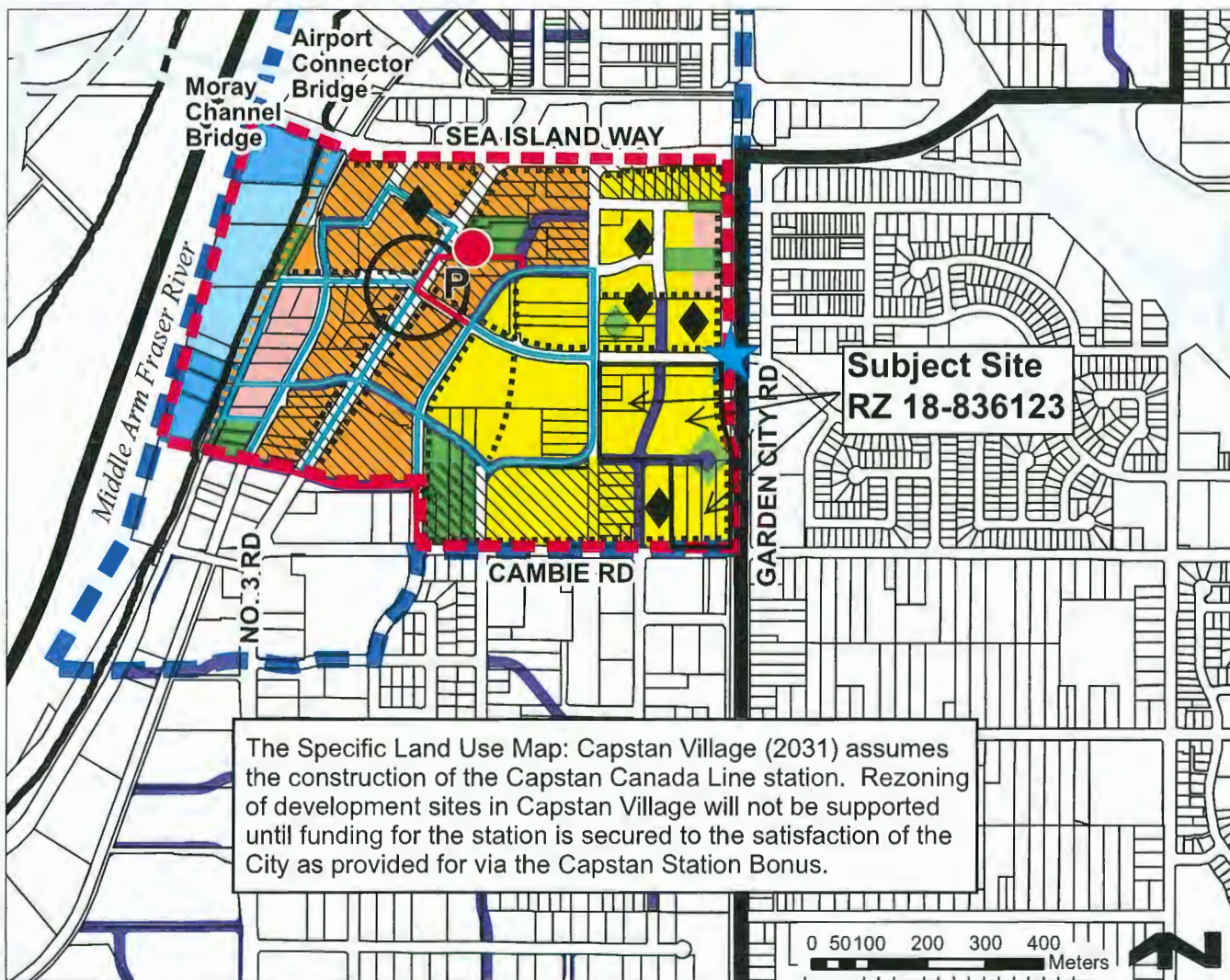
City of Richmond



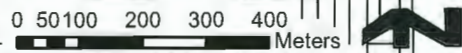
RZ 18-836123

Original Date: 09/28/18
 Revision Date: 05/19/2020
 Note: Dimensions are in METRES

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



The Specific Land Use Map: Capstan Village (2031) assumes the construction of the Capstan Canada Line station. Rezoning of development sites in Capstan Village will not be supported until funding for the station is secured to the satisfaction of the City as provided for via the Capstan Station Bonus.



	General Urban T4 (25m)		Marina (Residential Prohibited)		Proposed Streets
	Urban Centre T5 (45m)		Marina (Waterborne Residential Permitted)		Pedestrian-Oriented Retail Precincts-High Street & Linkages
	Urban Centre T5 (35m)		Village Centre Bonus		Pedestrian-Oriented Retail Precincts-Secondary Retail Streets & Linkages
	Urban Centre T5 (25m)		Institution		Richmond Arts District
	Park		Pedestrian Linkages		Capstan Station Bonus
	Park-Configuration & location to be determined		Waterfront Dyke Trail		Canada Line Station
	Village Centre: No. 3 Road & Capstan Way Intersection		Enhanced Pedestrian & Cyclist Crossing		Transit Plaza

Bylaw 10020
2019/05/21 Maximum building height may be subject to established Airport Zoning Regulations in certain areas.



RZ 18-836123			
Address	8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480,3500,3520,and 3540/3560 Sexsmith Road		
Applicant	Polygon Talisman Park Ltd.		
Owner	Polygon Talisman Park Ltd., Inc. No. BC1167752		
Planning Area(s)	Capstan Village (City Centre)		
	Existing	Proposed	
Site Area	54,704.50 m ²	38,922.40 m ²	
Land Uses	Single Family Residential and Temporary Sales Centre	Multi-Family Residential	
OCP Designation	Mixed Use	Complies	
CCAP Designation	Urban Centre T5 (35 m) / 2.0 FAR General Urban T4 (25 m) / 1.2 FAR Capstan Station Bonus (CSB) / 0.5 FAR Village Centre Bonus (VCB) / 1.0 FAR New park and streets Richmond Arts District	Complies	
Zoning	Single Detached (RS1/F)	Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)	
Number of Units	Previously 8 houses	1,226 dwelling units, including 150 affordable housing units and 65 market rental units 784 m ² commercial space	
	Bylaw Requirement	Proposed	Variance
Floor Area Ratio	Including market rental & affordable housing: South Lot: Max 2.1 (28,966 m ²) East Lot: Max 2.61 (32,227 m ²) West Lot: Max 3.91 (49,973 m ²) (Total: 111,167 m ²)	Including market rental & affordable housing: South Lot: 2.0 (27,485 m ²) East Lot: 2.61 (32,153 m ²) West Lot: 3.91 (49,921 m ²) (Total: 109,559 m ²)	None permitted
Lot Coverage	South Lot: Max. 60% East Lot: Max. 90%* West Lot: Max. 90%* *exclusive of CSB open space	South Lot: Max. 60% East Lot: Max. 90%* West Lot: Max. 90%* *exclusive of CSB open space	None
Setback – Public Road	Min. 3 m	Min. 3 m	None
Setback – Side Yard	None	None	None
Setback – Rear Yard	None	None	None
Setback – publicly accessible open space	Min. 1.5 m	Min. 1.5 m	None
Building Height	South Lot: Max. 25 m East Lot: Max. 35 m* – 45 m West Lot: Max. 45 m *additional height can be considered	South Lot: Max. 25 m East Lot: 36 m & 42 m West Lot: 42 m & 45 m To be confirmed through DP	None
Lot Size:	South Lot: Min. 13,700 m ² East Lot: Min. 12,300 m ² West Lot: Min. 12,700 m ²	South Lot: 13,793.7 m ² East Lot: 12,347.7 m ² West Lot: 12,781.0 m ²	None

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



Application Intent

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

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

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

This master plan rezoning application proposes:

- 109,559 m² (1,179,280 ft²) of Floor Area
- 1.17 acres of new City Park
- An additional 1.72 acres of new public open space (Capstan Station Bonus)
- Over 1,200 new homes including:
 - 150 affordable housing units
 - 65 market rental units
 - 1,011 market residential

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Land Use

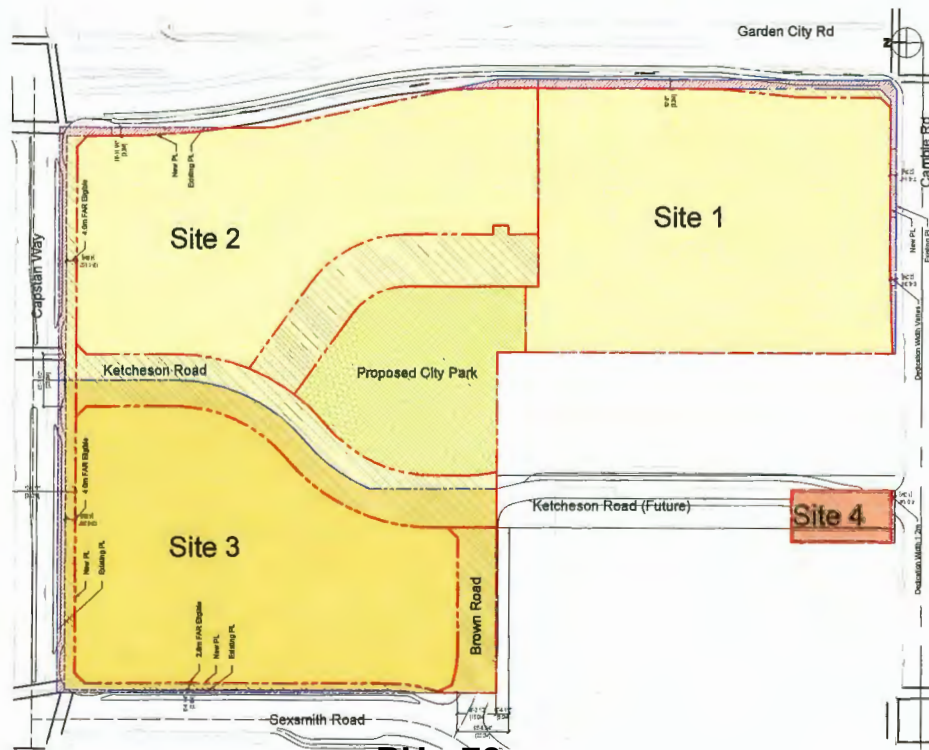


- Market Residential
- Market Rental
- Affordable Rental
- Commercial
- Amenity



Land Use and Density

Proposed



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

Parcel	Designation	Sub-Area	FAR with AH	CSB	VCB	CCAP Designation (FAR)	Net Site Area Eligible for FAR (sm)	Allowable FAR Floor Area (sm)	Allowable FAR Floor Area (\$f)
Site 1	General Urban T4 (25m)	B1 Mixed-Use - Low-Rise Residential & Limited Commercial	1.20	0.50	n/a	1.70	13,966.32	23,742.74	255,564.77
Site 2	General Urban T4 (25m)		1.20	0.50	n/a	1.70	21,579.91	36,685.85	394,883.17
Site 3	Urban Centre T5 (35M)	B2 Mixed-Use - Mid-Rise Residential & Limited Commercial	2.00	0.50	n/a	2.50	16,684.77	41,711.93	448,993.42
Site 4	General Urban T4 (25m)		1.20	0.50	1.00	2.70	763.98	2,116.75	22,784.46
All	n/a	Market Rental Housing Policy Density Bonus				0.10	53,014.98	5,301.50	57,064.85
Overall Total						2.06	53,014.98	109,558.76	1,179,280

Proposed FAR

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

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

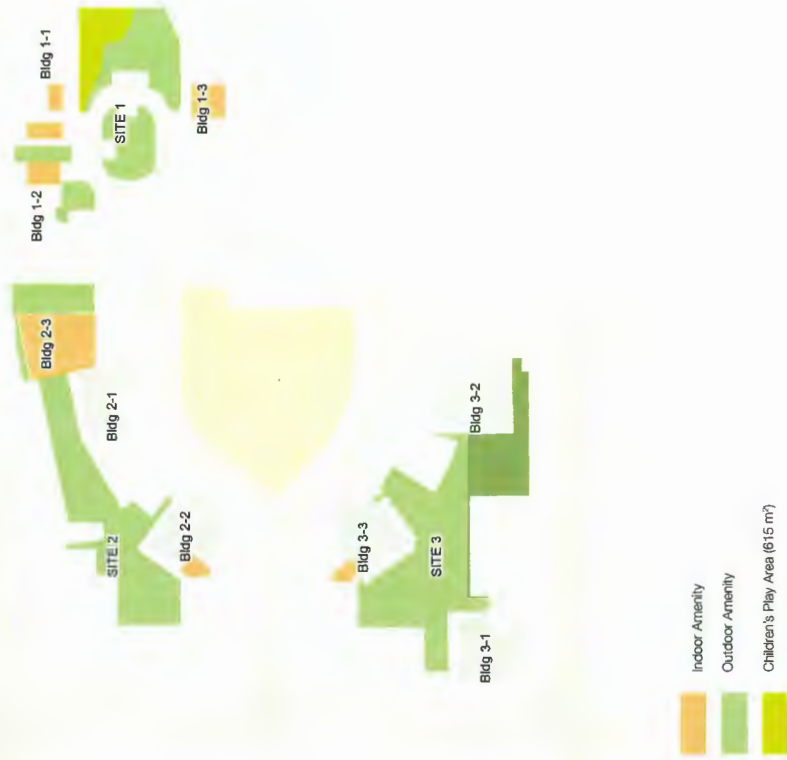
Affordable Housing Density Required/ Provided:

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



Indoor and Outdoor Amenity Space

Site	Items	Amenity				
		Buildings	Units	Required (m2)	Provided (m2)	
Site 1	Wood-Frame	Indoor Amenity (CCAP: 2 m ² per unit)				
		Building 1-1 (AH)	150	300	305	
		Building 1-2 (MFR)	65	130	138	
		Building 1-3	132	264	265	
		Sub-total	347	694	708	
	Outdoor Amenity (6m ² per unit)					
	Site 1	347	2,081	2,289		
	Sub-total	347	2,081	2,289		
	Site 2 & 3	Concrete	Indoor Amenity (CCAP: 2 m ² per unit)			
			Building 2-1	227	454	0
Building 2-2			112	224	82	
Building 2-3			N/A	N/A	1,707	
Building 3-1			185	370	0	
Building 3-2		172	344	0		
Building 3-3		183	366	74		
Sub-total		879	1,758	1,863		
Outdoor Amenity (6m ² per unit)						
Site 2		339	2,034	2,676		
Site 3	540	3,240	3,605			
Sub-total	879	5,274	6,281			
Total	Indoor Amenity			2,452	2,571	
	Outdoor Amenity			7,355	8,570	

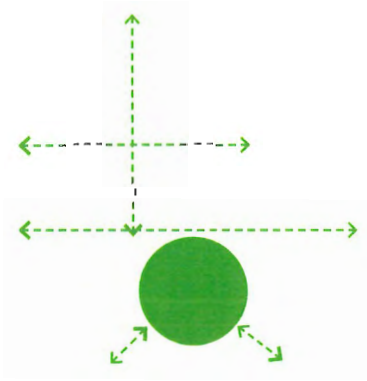


Plan Structure



1. Open Space:

- City park at centre; connected in all directions



1. Open Space

2. Park Edge:

- Park's shape is reinforced by buildings

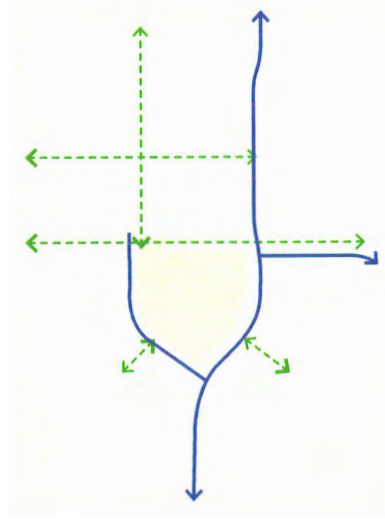


2. Park Edge

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3. Mobility:

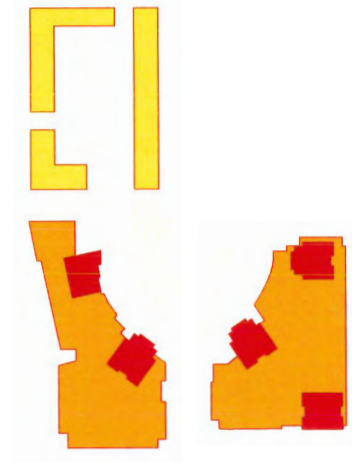
- New streets, paths enhance connectivity



3. Mobility

4. Density:

- Building density NW to SE diminishes

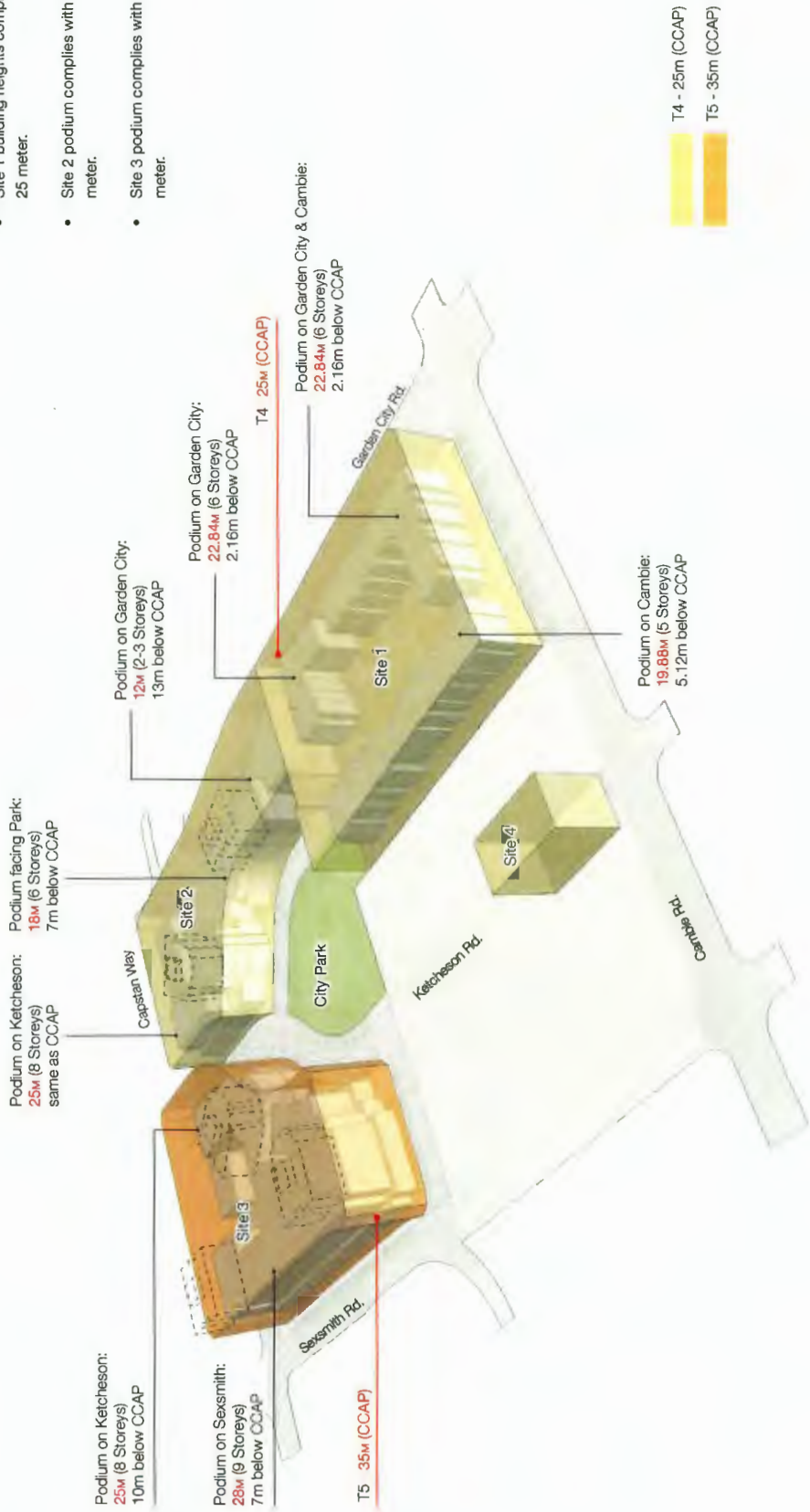


4. Density

Podium Height Analysis

Proposed Podium Heights & Variance from CCAP

- Proposed Building Heights:
- Site 1 building heights comply with CCAP height of 25 meter.
 - Site 2 podium complies with CCAP height of 25 meter.
 - Site 3 podium complies with CCAP height of 35 meter.

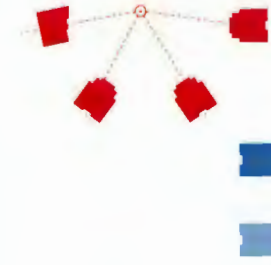


Building Heights Analysis

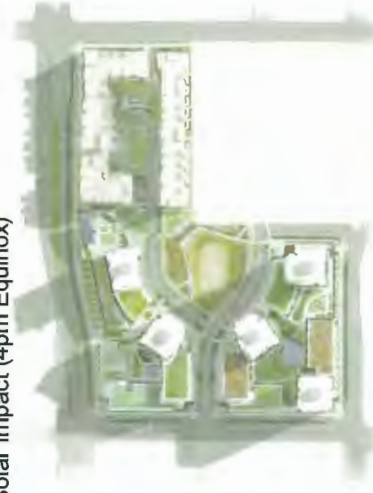
- All podium heights well below CCAP heights
- Towers exceeding CCAP heights where:
 - Towers frame park's north edge
 - "Gateway" tower at Capstan/Sexsmith.
- Solar performance excellent on City Park and Capstan's north sidewalk.



Park Edge & Gateway



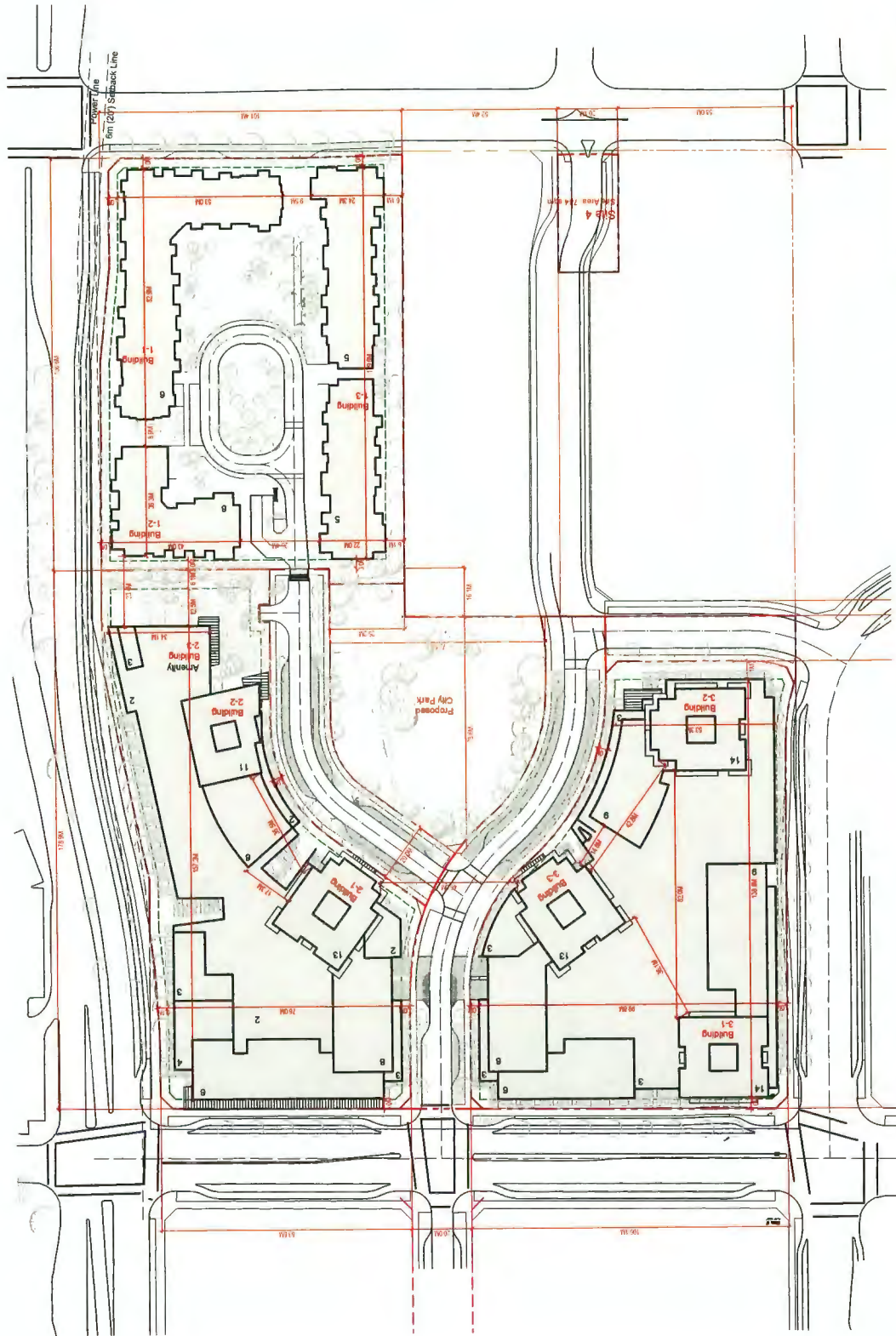
Solar Impact (4pm Equinox)



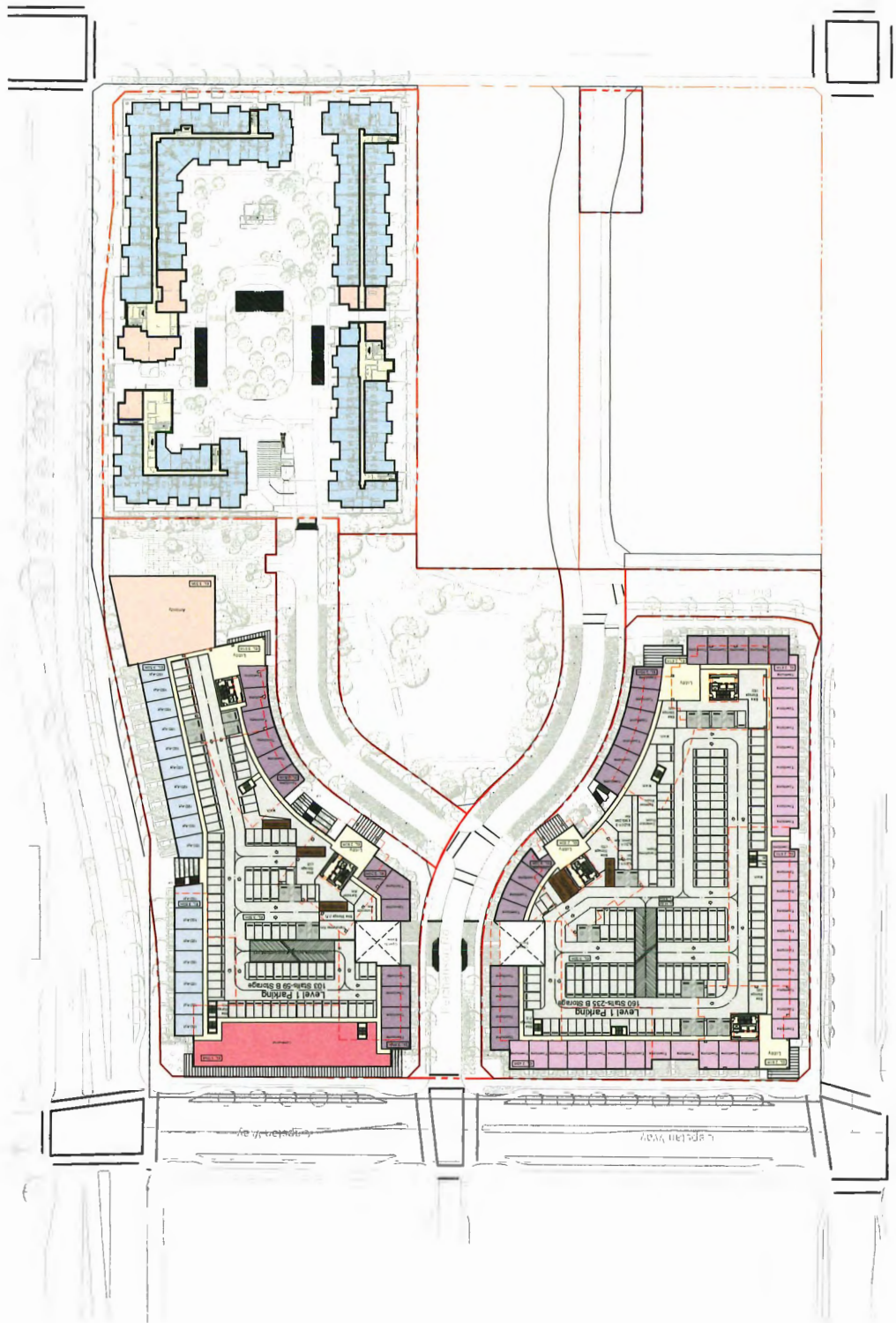
Illustrative Site Plan



Site Plan

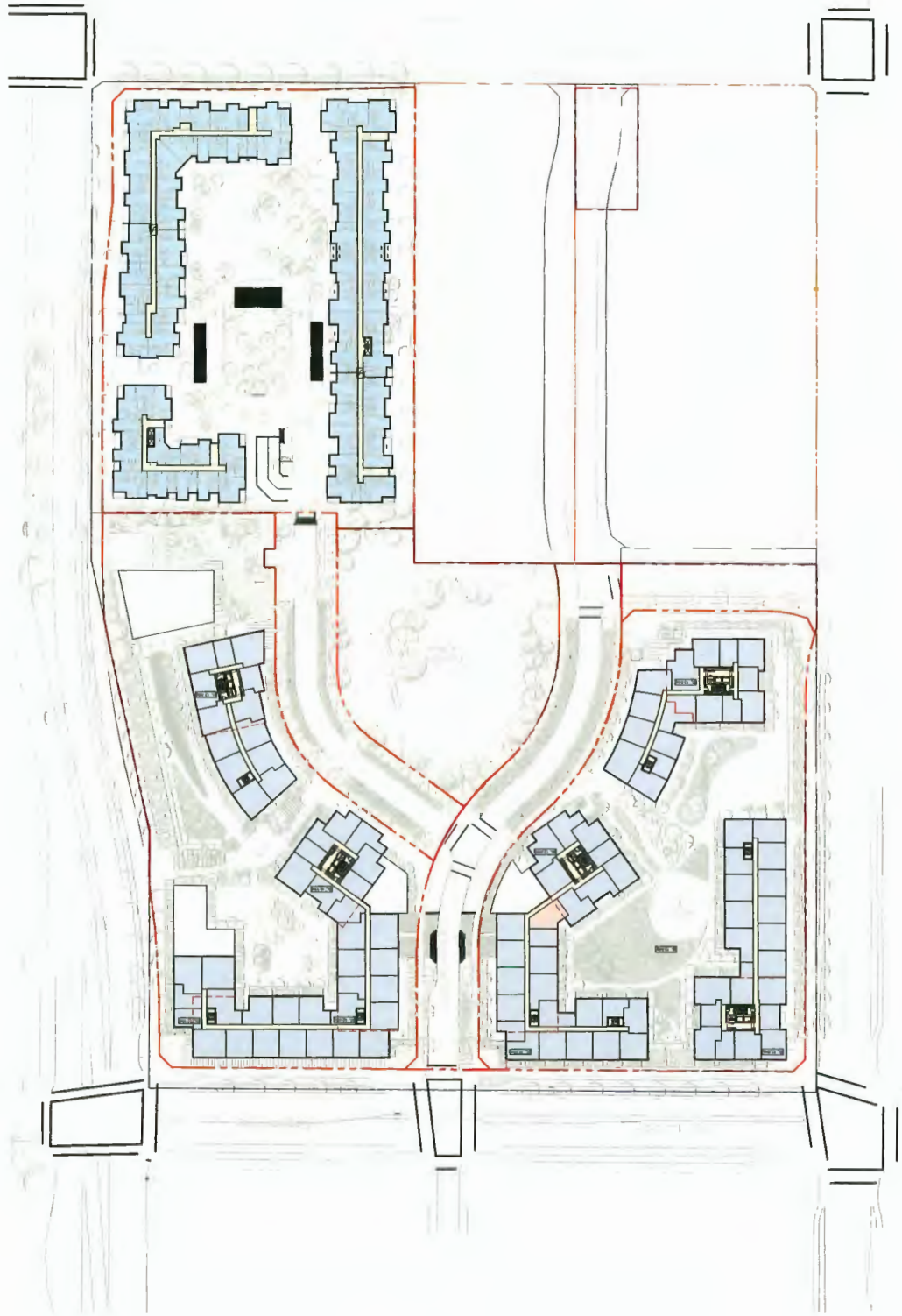


Level 1 Floorplan



PH - 85

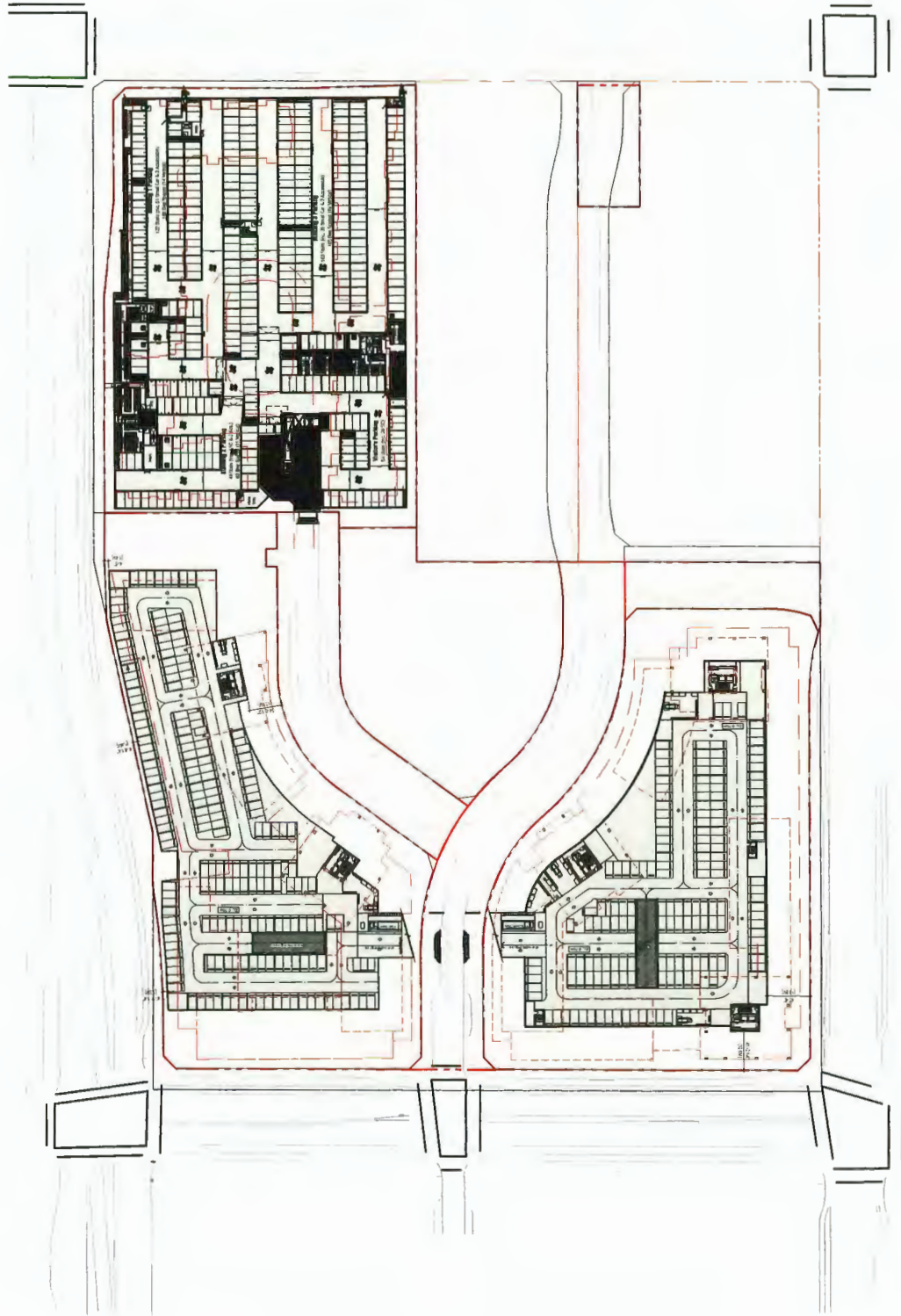
Typical Upper Floor Plan



PH - 86



Typical Parking



Site 1 Elevation at Cambie Rd



PH - 88

Site 1 Elevation at Garden City Rd



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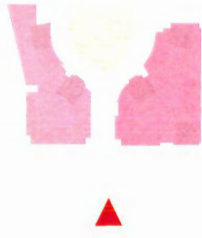
Site 2 Elevation at Garden City Rd



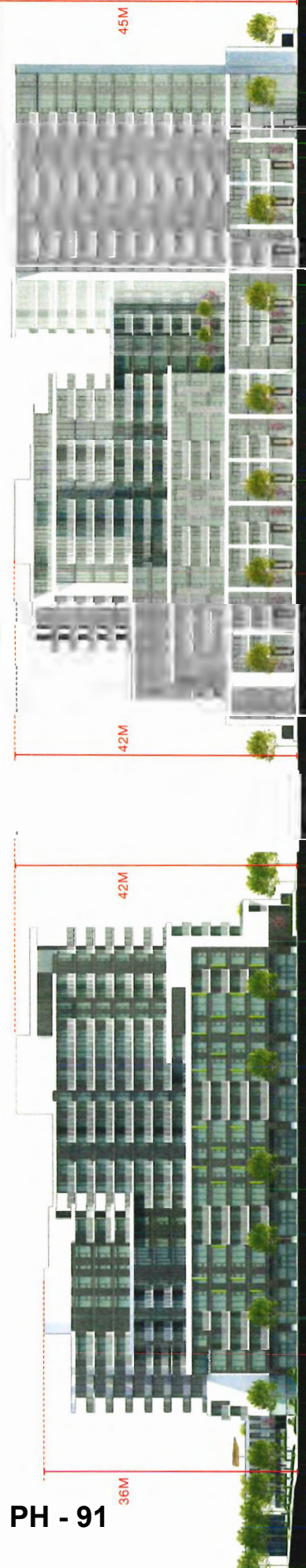
PH - 90



Site 2&3 Elevation at Capstan Way



PH - 91



Site 3 Elevation at Sexsmith Rd



Site 1



PH - 93



Site 2



PH - 94



Site 3



PH - 95

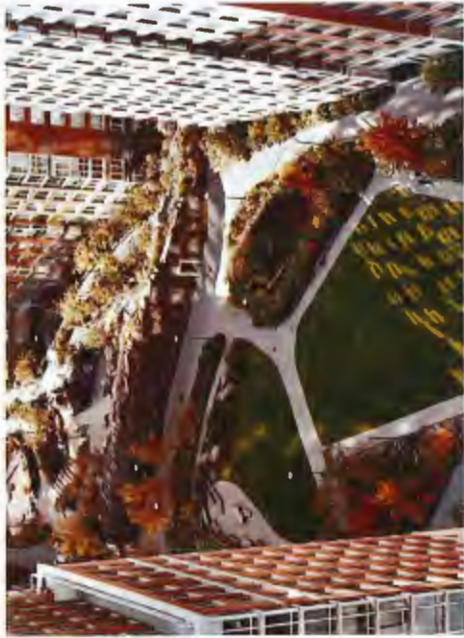
LANDSCAPE PRINCIPLES



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



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



CONNECTION
Connect and complement the larger network of surrounding parks, trails, greenways, and other community amenities. Create passive spaces within the park and community for people to enjoy together.



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

DESIGN RATIONALE

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

HAPA

LANDSCAPE ARCHITECTURE
URBAN DESIGN
403 - 275 WEST PATT AVENUE
VICTORIA BC V8T 2J8
604.809.4150
HAPA@HAPA.CA

NOT FOR CONSTRUCTION

No.	Description	Date
1	Prepared for Issuance	July 2010
2	Revised for Issuance	July 2010
3	Revised for Issuance	July 2010
4	Revised for Issuance	July 2010
5	Revised for Issuance	July 2010
6	Revised for Issuance	July 2010
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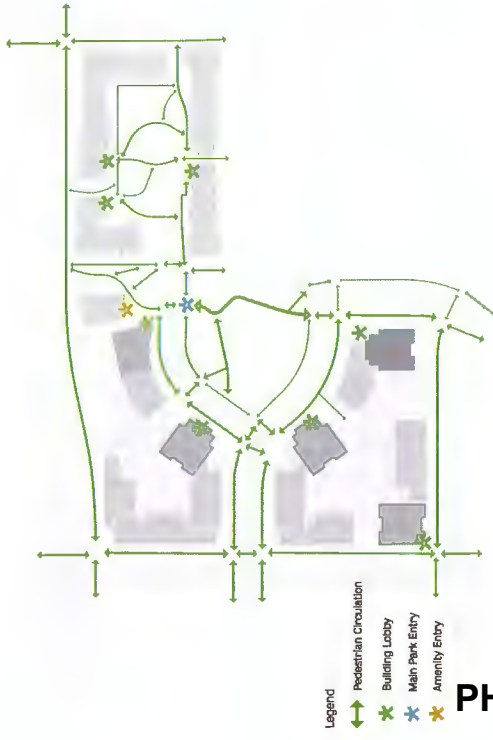
Taliman Park
Capstan Master Plan
Richmond, BC

Landscape Rationale

Date	JULY 2010	Drawing Number	
Project No.	2010	Scale	1:0.11
Project Name	Taliman Park	Project Location	Richmond, BC

LANDSCAPE RATIONALE

HAPA
 Landscape Architecture
 Urban Design
 403 - 375 West 8th Avenue
 Vancouver, BC, V5Y 1J8
 604 609 4325
 hapa@hapa.com



PH - 07

CON

LANDSCAPE CHARACTER

NOT FOR CONSTRUCTION

No.	Description	Date
1	Released for Review	July 31, 2013
2	Released for Review	July 31, 2013
3	Released for Review	July 31, 2013
4	Released for Review	July 31, 2013
5	Released for Review	July 31, 2013
6	Released for Review	July 31, 2013
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Talisman Park
 Capstan Master Plan
 Richmond, BC

Landscape Rationale

Date	July 2013	Drawing Number	
Project No.	2013	Revision	
Author		Scale	
Project Manager		Sheet	L0.13

PARK CHARACTER EXTENSION AND CONNECTIONS

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



PH - 98

PARK CHARACTER EXTENSION



STREET EDGE



DOG PARK



NOT FOR CONSTRUCTION

No.	Description	Date
1	Prepared for Issuance	July 2016
2	Revised for Issuance	Jan 2017
3	Revised for Issuance	Jan 2017
4	Revised for Issuance	Jan 2017
5	Revised for Issuance	Jan 2017
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100	Revised for Issuance	Jan 2017

Talisman Park
Capstan Master Plan
Richmond, BC

Landscape Rationale

Date	July 2016	Drawing Number	
Project No.	2012	Scale	1:10.16
Drawn/Checked		Project Manager	

HAPA

Landscape Architecture
Urban Design
403 - 375 West Fifth Avenue
Vancouver, BC, V5Y 1J6
604.609.4030
hapa@hapa.com

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No.	Description	Date
1	Pre-Design for Planning	July 2015
2	Pre-Design for Planning	July 2015
3	Pre-Design for Planning	July 2015
4	Master Plan for Planning	Aug 2015
5	Master Plan for Planning	Aug 2015

This plan is a conceptual illustration of the proposed development and is not intended to be used for construction. It is subject to the final design and construction of the development.

Talisman Park
Capstan Master Plan
Richmond, BC

Illustrative Plan Level 1

Date	July 2015	Drawing Number	
Project No.	2015	Scale	1:10.21
Author	2015	Client	HAPA
Designer			



PUBLIC OPEN SPACE AT STREET CORNER
Provides places of refuge at the street corners with planting and furnishings that resemble the character of the neighbourhood park.

COMMERCIAL EDGE
Provides places of refuge at the street corners with planting and furnishings that resemble the character of the neighbourhood park.

PARKADE ACCESS
Provides places of refuge at the street corners with planting and furnishings that resemble the character of the neighbourhood park.

LOBBY ENTRANCE
Provides places of refuge at the street corners with planting and furnishings that resemble the character of the neighbourhood park.

PRIVATE PATIO
Provides places of refuge at the street corners with planting and furnishings that resemble the character of the neighbourhood park.

PH - 99

HAPA

Landscape Architecture
Urban Design
400 - 375 West Fifth Avenue
Vancouver, BC, V5Y 1J1
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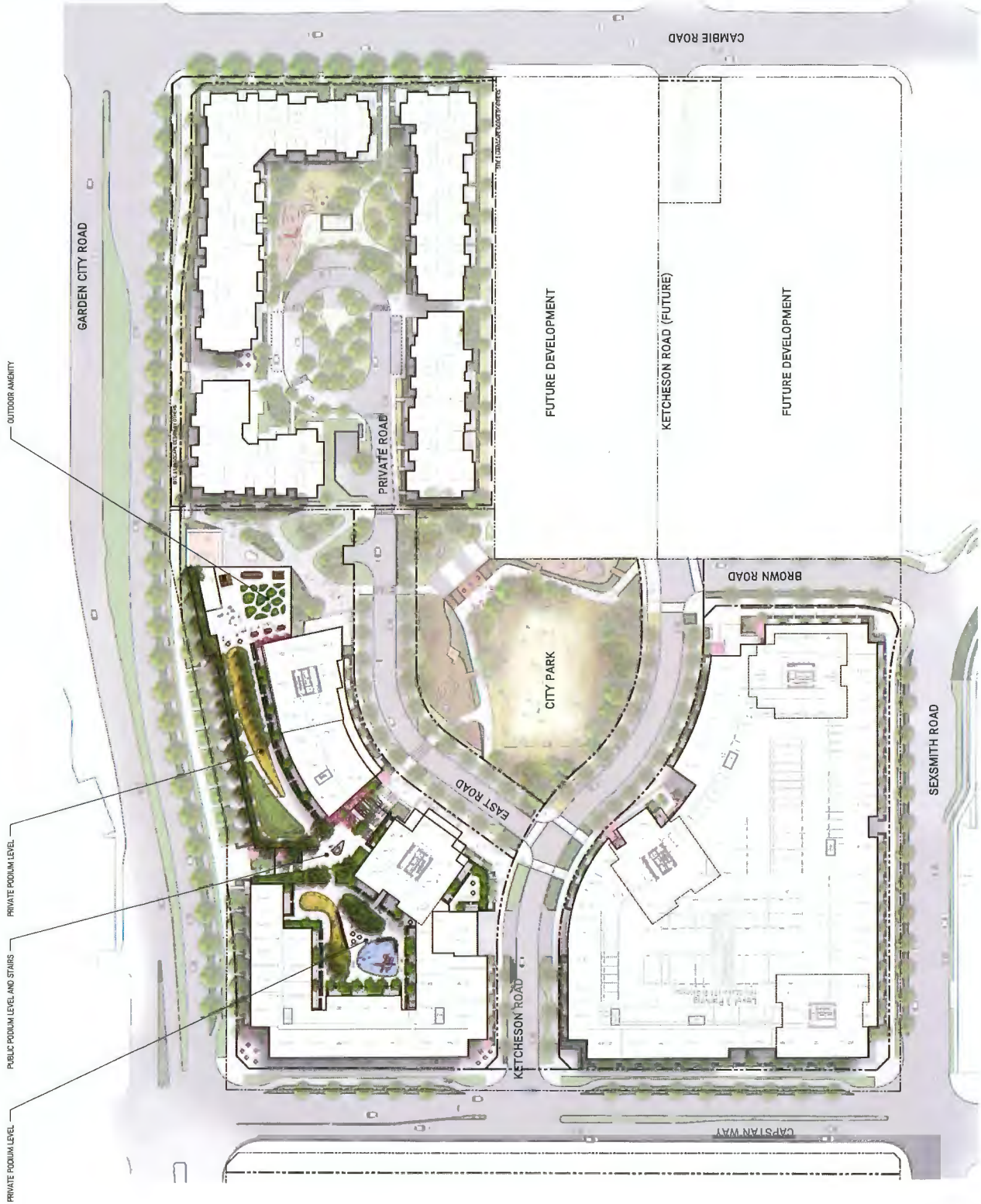
No.	Description	Date
4	Pre-issued for planning	July 2020
3	Pre-issued for planning	June 2020
2	Pre-issued for planning	June 2020
1	Issued for planning	Aug 2019

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Talisman Park
Capstan Master Plan
Richmond, BC

Illustrative Plan
Level 3

Date	Author	Drawing Number
2020	JULY 01/21/B	
2020	DATE	1.0.22
2020	SCALE	
2020	DESCRIPTION	



HAPA

Landscape Architecture
Urban Design
403-379-1111
100-1000 10th Avenue
Richmond, BC, V6V 1A7
604-699-1450
hapa@hapa.com

NOT FOR CONSTRUCTION

No.	Description	Date
4	Revised for Planning	July 24/23
3	Revised for Planning	June 14/23
2	Revised for Planning	June 08/23
1	Revised for Planning	Aug 29/23

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Talisman Park
Capstan Master Plan
Richmond, BC

Illustrative Plan
Level 4

Date	July 24/23	Drawing Number	
Project No.	1000	Scale	1:800
Scale	1:800	Drawn/Checked	MJF
			L0.23



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Urban Design
1000 West 10th Avenue
Vancouver, BC V6H 1A6
604.689.4455
hapa@hapa.com

NOT FOR CONSTRUCTION

4	Approved for Marketing	July 2010
3	Approved for Planning	June 2010
2	Approved for Rezoning	June 2010
1	Approved for Rezoning	Aug 2011
Nil	Other	Nil

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Talisman Park
Capstan Master Plan
Richmond, BC

Illustrative Plan
Roof

Date	JUL 2010	Drawing Number	
Project No.	10022	Scale	1:500
Drawn/Checked	MLF	Sheet	L0.24



September 23, 2019

Dear Mayor and Council

cc: City Manager

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

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

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

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

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

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

Yours Sincerely,



Sofi Hindmarch

Literature Cited:

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



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

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

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







Sent from my iPhone



August 25, 2020

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

Dear Mr. Glover:

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

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

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

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

SITE SURVEY

Methods

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

Results

The bird nest survey was conducted on August 25, 2020 by the undersigned. The nest survey was conducted during clear skies with very little wind (Beaufort wind scale 1¹).

Each tree and shrub on the Site was assessed for active and nests that would be protected year round. Nesting season for this year is complete (Aug 20) as defined by Canadian Wildlife Service breeding dates for migratory birds².

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

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

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

¹ No wind, slight breeze

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

PROFESSIONAL STATEMENT

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

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

Keystone Environmental Ltd.



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

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

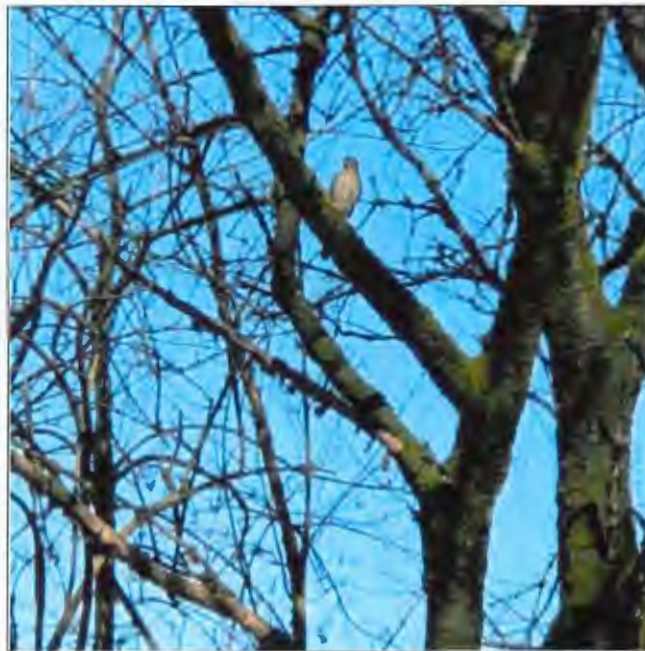
ATTACHMENT:

- Photographs

PHOTOGRAPHS



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



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



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



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



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



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

Delivered via email - SBadyal@richmond.ca

July 22, 2020

Dear Ms. Badyal,

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

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

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

Memorandum of Understanding

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

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

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

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



Stand-alone Building

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

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

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

Opportunity to influence design

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

LEMR Building within complex

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

Please let me know if you require any further information

Regards

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

Copies: Robin Glover, Polygon Talisman Park Ltd

Off-site Barn Owl Hunting Habitat Enhancement Areas



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

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

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

Applicant's Presentation

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

Panel Discussion

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

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

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

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

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

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

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



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

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

1. (**Ministry of Transportation & Infrastructure - MOTI**): Final MOTI approval must be received.
NOTE: Preliminary MOTI approval is on file and will expire on June 19, 2021.
2. (**NAV Canada Building Height**) Submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
NOTE: This consideration has been satisfied (REDMS # 6234621).
3. (**Consolidation, Subdivision, Dedication and Land Transfer**) Registration of a Subdivision Plan for the subject site and park land ownership transfer, to the satisfaction of the City. Prior to the registration of a Subdivision Plan, the following conditions shall be satisfied:
 - 3.1. (**Site Contamination – Dedicated and/or Transferred Land**) Prior to rezoning bylaw adoption, submission to the City of sufficient information and/or other assurances satisfactory to the City in its sole discretion to support the City's acceptance of the proposed dedicated and/or transferred land. Such assurances could include one or more of the following:
 - 3.1.1. a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands);
 - 3.1.2. evidence satisfactory to the City, in its sole discretion, that the lands to be dedicated to the City are in a satisfactory state from an environmental perspective; and
 - 3.1.3. a legal commitment to provide a contaminated sites legal instrument (e.g. Certificate of Compliance (COC) or Final Site Determination (FSD) showing no contamination in the dedication lands), including security therefore in the amount and form satisfactory to the City.
 - 3.2. Road: Dedication of approximately 11,034 m² (2.73 ac) for road and related purposes, as indicated generally on the Preliminary Subdivision Plan (Schedule A) and Preliminary Road Functional Plan (Schedule B). Final extents and amounts to be determined through the required Servicing Agreement* application process, to the satisfaction of the Director of Transportation. Road dedication areas include:
 - 3.2.1. Cambie Road widening (Across 8671 Cambie Road frontage and from West property line of 8731 Cambie Road to Garden City Road): varying width of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design SA process to the satisfaction of the City;
 - 3.2.2. Garden City widening (Cambie Road to +/- 70 m northward): varying width (up to 6.53 m) of strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage. Exact extent to be confirmed through the detailed design (SA) process to the satisfaction of the City;
 - 3.2.3. Capstan Way widening (Sexsmith Road to Garden City Road): 6.8 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;

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

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

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

- 3.2.5. Odlin Crescent extension (Cambie Road to north property line of 8671 Cambie Road): dedication of entire lot at 8671 Cambie Road;
- 3.2.6. Ketcheson Road extension (Capstan Way to Brown Road extension): a 20 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalks along both sides of the street;
- 3.2.7. Brown Road extension (Sexsmith Road to Ketcheson Road extension): a 15 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along the development frontage;
- 3.2.8. New North-South road (Ketcheson Road extension to North property line of Lot 1 (South Lot)): a 20 m wide strip of land dedication required along the entire length to accommodate road elements to the back of the proposed sidewalk along both sides of the street; and
- 3.2.9. Corner Cuts: minimum 4 m x 4 m corner cuts (measured from the new property lines) required on all corners of intersections where two dedicated roadways intersect.

- 3.3. Lot Consolidation and Subdivision: The creation of the following lots:

- 3.3.1. Three (3) lots for development purposes, as per the Preliminary Subdivision Plan (Schedule A), including:

- a) Lot 1 (South Lot): 13,793.7 m² (3.41 ac);
- b) Lot 2 (East Lot): 12,347.7 m² (3.05 ac); and
- c) Lot 3 (West Lot): 12,781.0 m² (3.16 ac).

- 3.3.2. One (1) lot for park and related purposes: 4,748.3 m² (1.17 ac).

- 3.4. No Separate Sale of Development Lots: Registration of legal agreements on the three (3) lots created for development purposes for the subject mixed use development proposal, as per the Preliminary Subdivision Plan (Schedule A), requiring that the lots may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreement and business terms related to financial, legal, development, and other obligations assigned to each of the lots as a result of the subject rezoning are transferred and secured to the satisfaction of the Director of Development and City Solicitor.
- 3.5. Park: Transfer of the approximately 4,748.3 m² (1.17 ac) lot to the City as a fee simple lot for park and related purposes, which may include, but may not be limited to, a neighbourhood park, and associated features and activities. The primary business terms of the required land transfer, including any environmental conditions, shall be to the satisfaction of the Director, Real Estate Services, the City Solicitor, the Director, Parks Services and the Director of Development. All costs associated with the land transfer shall be borne by the developer. The lands to be transferred are generally indicated on the Preliminary Subdivision Plan (Schedule A).

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

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

4. (**Public Rights of Passage Statutory-Rights-of-Way - SRWs**) Registration of right-of-ways for the purposes of public passage and utilities to facilitate public access, related landscaping and infrastructure, including:

- 4.1. Public Open Space SRWs, as shown generally on the Parks and Public Open Space Key Plan (Schedule C), of approximately 1,077 m² (0.27 ac), including the provision of the following, to the satisfaction of the City:

- 4.1.1. Mid-Block Trail SRW: approximately 646.4 m² (0.16 ac) along the south side of Lot 2 (East Lot) where it abuts Lot 1 (South Lot), for a landscaped trail for pedestrians and bikes, providing a public trail and recreation connection between Garden City Road and the proposed road and neighbourhood park.
- 4.1.2. Corner Plaza Open Spaces SRWs: approximately 304 m² (0.08 ac) combined area in the form of corner plazas at all of the intersections along the north side of Lot 2 (East Lot) and Lot 3 (West Lot) for the enhancement of intersection corners accommodating landscaping, pedestrian and bike activity, including:
 - a) Capstan/Garden City SW corner plaza: approximately 121.4 m²;
 - b) Capstan/Ketcheson SE corner plaza: approximately 73.3 m²;
 - c) Capstan/Ketcheson SW corner plaza: approximately 73.4 m²; and
 - c) Capstan/Sexsmith SE corner plaza: approximately 35.8 m²;
- 4.1.3. South Lot Open Space SRW: approximately 127 m² (0.03 ac) along the north side of Lot 1 (South Lot) where it abuts the proposed neighbourhood park, for park activity and integration improvements.

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

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

- 4.2.12. “No development” shall be permitted on the lot where the SRW is located, restricting Development Permit* issuance for any building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction;
- 4.2.13. No Building Permit* shall be issued for a building on the lot where the SRW is located, in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction; and
- 4.2.14. “No occupancy” shall be permitted of a building on the lot where the SRW is located, restricting final Building Permit* inspection granting occupancy for any building on the lot where the SRW is located, in whole or in part, until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit* inspection granting occupancy.
- 4.3. Vehicle turnaround on Lot 1 (South Lot), to the satisfaction of the Director of Transportation, which shall provide for:
 - 4.3.1. Exact dimensions to be determined through the required Development Permit* process;
 - 4.3.2. 24 hour-a-day, universally accessible, public pedestrian and vehicle access, which may include, but may not be limited to, lighting, to the satisfaction of the City;
 - 4.3.3. Building encroachments located fully below the finished grade of the right-of-way, as specified in the required Development Permit*; and
 - 4.3.4. Maintenance of the SRW area at the sole cost of the owner-developer.
- 4.4. Other Right-of-Ways: As determined to the sole satisfaction of the City via the Servicing Agreement*, Development Permit*, and/or Building Permit* processes.
5. (***Farm Soil Recovery***) Enter into a legal agreement to relocate up to a maximum of approximately 19,100 m³ (674,510 ft³) of agricultural soil from a source site area on the subject site (as generally indicated on the Farm Soil Recovery Area diagram /Schedule D) to the City’s Garden City Lands at 5560 Garden City Road for farm use.
 - 5.1. Parks Services to obtain Soil Deposit Permit* for the placement of the soils in the Agricultural Land Reserve (ALR) in consultation with Community Safety and Bylaws staff.
 - 5.2. The soil relocation shall be done in accordance with applicable Agricultural Land Commission (ALC) regulations and approval conditions. The City has ALC approval to develop the Kwantlen Polytechnic University farm area on the Garden City Lands and is responsible for securing any additional approvals from the ALC, if needed, prior to any soil movement from the source site to the Garden City Lands.
 - 5.3. The developer is responsible for the payment of soil tipping fees to the City as be per the rates outlined in the City’s Consolidated Fees - Bylaw 8636 for the Garden City Lands.
 - 5.4. Under the guidance of a Qualified Environmental Professional (QEP), a Phase I Environmental Site Assessment will be conducted to determine if further testing is required as per *Contaminated Sites Regulations* (BC CSR) protocols.
 - 5.5. The soil will be tested for overall soil composition, soil chemistry, and other characteristics required to fully profile the soil for agricultural purposes.
 - 5.6. In addition, a QEP will assess the source site to determine if there are any invasive plants. Any areas identified as containing invasive plants will remain on the source site and soil from the identified areas will not be relocated to the Garden City Lands.
 - 5.7. Soil testing results will be provided to the developer for third party verification review prior to the developer applying to the City for a soil deposit permit.
 - 5.8. The soil is to be excavated prior to pre-load activities occurring on the source site. When excavation of soil commences, the soil is to be relocated as soon as possible directly to a specified soil deposit area within the Garden City Lands in coordination with Parks Services. Sub-soil from the source site is to be deposited onto the Garden City Lands prior to the placement of top soil from the source site.

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

- 5.9. Only uncontaminated soil meeting Agricultural Land (AL) Standards will be accepted by the City to be placed on the Garden City Lands
- 5.10. The developer is responsible for the costs associated with excavating and transporting the soil to the Garden City Lands. Upon receiving and accepting the soil, the City will assume management of the soil and associated costs related to managing the soil on the Garden City Lands. Soil management on the Garden City Lands includes moving the soil within the site, grading and incorporation of soil amendments.
- 6. (**Capstan Station Bonus - CSB**) Registration of a restrictive covenant and/or alternative legal agreement, to the satisfaction of the City, securing that “no building” will be permitted on the subject site and restricting Building Permit* issuance for the subject site, in whole or in part, until the developer satisfies the terms of the Capstan Station Bonus (CSB) as provided for via the Zoning Bylaw. More specifically, the developer shall satisfy the following requirements:
 - 6.1. **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, 2020</i>	CSB Voluntary Contribution <i>Preliminary estimate</i>
1	347	\$8,992.14 /dwelling	\$3,120,272.58
2	339	\$8,992.14 /dwelling	\$3,048,335.46
3	540	\$8,992.14 /dwelling	\$4,855,755.60
Total	1,226	\$8,992.14 /dwelling	\$11,024,363.64

- 6.2. **CSB Minimum Public Open Space Contribution:**

6.2.1. Prior to the final reading of the Rezoning Bylaw, granting of at least 6,992 m² (1.73 ac) of publicly-accessible open space to the City, in a combination of fee simple, dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), including:

TABLE 2

Capstan Station Bonus (CSB) Public Open Space Features		CSB Voluntary Public Open Space Contribution		
		Dedication (Road)	Fee Simple Lot (Park)	SRW
A	Capstan/Ketcheson SW corner plaza	-	-	73.4 m ² (0.02 ac)
	Capstan Way additional widening	445 m ² (0.11 ac)	-	-
B	Capstan/Garden City SW corner plaza	-	-	121.4 m ² (0.03 ac)
	Capstan/Ketcheson SE corner plaza	-	-	73.3 m ² (0.02 ac)
	Capstan Way additional widening	353.3 m ² (0.09 ac)	-	-
C	Capstan/Sexsmith SE corner plaza	-	-	35.8 m ² (0.01 ac)
	Sexsmith Road additional widening	368.5 m ² (0.09 ac)	-	-
D	Mid-block Trail SRW	-	-	646.4 m ² (0.16 ac)
E	South Lot open space SRW	-	-	127.1 m ² (0.03 ac)
F	Neighbourhood Park	-	4,748 m ² (1.17 ac)	-
	Sub-Total	1,167 m² (0.29 ac)	4,748 m² (1.17 ac)	1,077 m² (0.27 ac)
	Total	6,992.82 m² (1.73 ac)		

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

dedication and/or Public Rights of Passage Statutory Right-of-Way (SRW), at a rate of 5.0 m² (53.82 ft²) for each dwelling unit exceeding 1,226 dwelling units.

7. (**Village Centre Bonus - VCB**): Submission of a voluntary developer cash contribution to secure the developer’s commitment to satisfy Village Centre Bonus requirements contained in the ZMU47 zone with respect to the developer’s lands in general and Lot 2 (West Lot) in particular.

7.1. **VCB Amenity Contribution**: Submission of a voluntary developer cash contribution, in the amount of \$316,450.90, divided equally, to Richmond’s Leisure Facilities Reserve Fund – City Centre Facility Development Sub-Fund and Richmond’s Child Care Reserve, in lieu of constructing community amenity space on-site, as determined based on a construction-value amenity transfer rate of \$750/ft² and an amount of amenity transferred off-site based on 5% of the maximum VCB buildable floor area permitted on the subject site under the proposed ZMU47 zone, as indicated in the table below.

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

TABLE 3

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

8. (**Community Planning**) The City’s acceptance of the developer’s voluntary contribution in the amount of \$308,136.04 towards future City community planning studies, as set out in the City Centre Area Plan, based on \$0.30/ft² and the maximum permitted buildable floor area under the proposed ZMU47 zone (excluding affordable housing and market rental housing), as indicated in the table below.

TABLE 4

Use	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	110,383.98 m ² (1,188,163.24 ft ²)	94,638.58 m ² (1,018,681.21 ft ²)	\$0.30 /ft ²	\$305,604.36
Non-Residential	784 m ² (8,438.91 ft ²)	784 m ² (8,438.91 ft ²)	\$0.30 /ft ²	\$2,531.67
Total	111,167.98 m² (1,196,602.14 ft²)	95,422.58 m² (1,027,120.12 ft²)	\$0.30 /ft²	\$308,136.04

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

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

9.1. **Commercial and Visitor Parking** at Lot 2 (East Lot): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 2 (East Lot) restricting the use of parking provided on-site for all uses except resident uses. More specifically, commercial and visitor parking requirements for the lot shall include the following.

9.1.1. Commercial and Visitor Parking shall mean any parking spaces needed to satisfy Zoning Bylaw requirements, as determined through the Development Permit*, including businesses and commercial tenants, their employees, visitors, customers, and guests and residential visitors.

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

- 9.3.3. Administration by TransLink, housing society or management company. The owner is not responsible for the monitoring of use of transit passes but only noting number of “subscribed” users to the program, until full unit count is exhausted over a period of one year;
 - 9.3.4. If the transit pass program is not fully subscribed within one year, the program is to be extended until the equivalence of the costs of the full one year transit pass program has been exhausted. Should not all transit passes be utilized by the end of the second year, the remaining funds equivalent to the value of the unsubscribed transit passes are to be transferred to the City of Richmond for alternate transportation demand management measures at the City’s discretion.
 - 9.3.5. The availability and method of accessing the two-zone transit passes is to be clearly explained in the tenancy and sales agreements.
- 9.4. Car-Share Parking & Vehicles at Lot 1 (South Lot): Registration of a legal agreement on title requiring that no development shall be permitted on Lot 1 (South Lot), restricting Development Permit* issuance until the developer provides for parking for two (2) car-share vehicles, together with electric vehicle (EV) charging stations, car-share vehicles, and contractual arrangements with a car-share operator, all to the satisfaction of the City. More specifically, the car-share parking and vehicle requirements shall include the following:
- 9.4.1. The car-share parking spaces shall be located together on the ground floor of the lot where they will be with safe, convenient, universally-accessible, and provide for 24/7 public pedestrian and vehicle access.
 - 9.4.2. The car-share spaces shall be provided as part of residential visitor parking requirements.
 - 9.4.3. The car-share spaces shall be equipped with electric vehicle (EV) quick-charge (240 V) charging stations for the exclusive use of car-share vehicles parked in the required car-share spaces.
 - 9.4.4. Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
 - 9.4.5. “No development” shall be permitted on the lot, restricting Development Permit* issuance, until the developer:
 - a) Designs the lot to provide for the required car-share facility, including car-share parking spaces, 24/7 public access for vehicles and pedestrians, and related features (e.g., EV 240V chargers, signage).
 - b) Secures the car-share facility on the lot via a statutory right-of-way(s) and easement(s) registered on title and/or other legal agreements.
 - c) Provides a car-share security Letter of Credit (LOC) to the City to secure the developer’s commitment to provide the two (2) car-share vehicles on the lot, the value of which shall be the estimated retail value of the car-share vehicles at the time of purchase or as otherwise determined to the satisfaction of the Director of Transportation and Director of Development. The car-share security is to be returned to the developer, without interest, upon developer submitting confirmation that required car-share vehicle(s) have been provided to the car-share operator. If the developer fails to provide the two (2) car-share vehicles for the lot within two years of “occupancy”, the remaining car-share security shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the funds shall be used going forward.
 - d) Registers legal agreement(s) on title requiring that, unless otherwise agreed to in advance by the City, in the event that the car-share facility is not operated for car-share purposes as intended via the subject rezoning application (e.g., operator’s contract is terminated or expires), control of the car-share facility shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facility shall be used going forward.

- 9.4.6. No Building Permit* shall be issued for a building on the lot, in whole or in part, until the developer provides for the required car-share facility.
- 9.4.7. “No occupancy” shall be permitted on the lot, restricting final Building Permit inspection granting occupancy for any building, in whole or in part, until the developer:
 - a) Completes the required car-share facility on the lot and it has received final Building Permit inspection granting occupancy.
 - b) Enters into a contract with a car-share operator for the operation of the car-share spaces on the lot for a minimum term of three (3) years, which contract shall include, that:
 - i) The developer provides one (1) car-share vehicle on the lot at no cost to the operator;
 - ii) The developer provides up to an additional one (1) car-share vehicle at no cost to the operator, subject to car-share usage demand, to the satisfaction of the Director of Transportation. To determine if there is sufficient demand for additional car(s), information is to be provided by the operator to the City on the usage of the car-share vehicle(s) on a yearly basis; and
 - iii) The required car-share facility and vehicle(s) will be 100% available for use upon Building Permit inspection granting occupancy of the first building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless otherwise determined to the satisfaction of the car-share operator and the City.

10. (**Tandem Parking**) Registration of a legal agreement(s) on title, ensuring that:

- 10.1. Resident Parking: Where two parking spaces are provided in a tandem arrangement for the use of resident parking, as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and
- 10.2. Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors and commercial uses.
- 10.3. Affordable Housing and Market Rental Housing: Tandem parking shall be prohibited for parking for affordable housing and market rental housing.

11. (**Electric Vehicles - EV**) Charging Infrastructure for Vehicles & “Class 1” Bicycle Storage: Registration of legal agreement(s) on the subject site requiring that the developer/owner provides, installs, and maintains electrical vehicle (EV) charging infrastructure within the building on Lot 1 (South Lot), Lot 2 (East Lot), and Lot 3 (West Lot) for the use of the building’s residents, commercial tenants, and others as determined to the satisfaction of the City through a approved Development Permits*. More specifically, the minimum permitted rates for EV charging infrastructure shall be as indicated in the following table or as per the Official Community Plan or Zoning Bylaw rates in effect at the time of Development Permit* approval , whichever is greatest.

TABLE 5

User/Use	Energized Outlet – Minimum Permitted Rates	
	Vehicle Parking (1)	“Class 1” (Secured) Bike Storage (2)
Market Residential (i.e. resident parking & bike storage)	(as per zoning bylaw)	1 per each 10 bikes or portion thereof in a bike storage room or locker (which Energized Outlet shall be located to facilitate shared use with bikes in the room/locker)
Affordable Housing (i.e. resident parking & bike storage)		
Non-Residential (i.e. commercial)	1 per 10 parking spaces (as per OCP)	
Car-Share	1 per parking space (as per TDMs)	N/A

- (1) “Vehicle Parking” “Energized Outlet” shall mean all the wiring, electrical equipment, and related infrastructure necessary to provide Level 2 charging (as per SAE International’s J1772 standard) or higher to an electric vehicle.
- (2) “Class 1 (Secured) Bike Storage” “Energized Outlet” shall mean an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related infrastructure necessary to provide the required electricity for the operation of such an outlet.

12. (*District Energy Utility - DEU*): Registration of a restrictive covenant and Statutory Right-of-Way and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU) and granting the statutory Right-of-Way(s) necessary for supplying the DEU services to the building(s), which covenant and Statutory Right-of-Way and/or legal agreement(s) will include, at minimum, the following terms and conditions:
- 12.1. No Building Permit* will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering.
 - 12.2. If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit* for the subject site, no Building Permit* will be issued for a building on the subject site unless:
 - 12.2.1. the owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
 - 12.2.2. the owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the low carbon energy plant to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site. Such restrictive covenant and/or asset transfer agreement shall include a warranty from the owner with respect to the on-site DEU works (including the low carbon energy plant) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City;
 - 12.3. The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
 - 12.4. If a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
 - 12.4.1. the building is connected to the DEU;
 - 12.4.2. the owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
 - 12.4.3. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.
 - 12.5. If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site has been adopted by Council prior to the issuance of the Development Permit* for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
 - 12.5.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
 - 12.5.2. the building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide heating, cooling and domestic hot water heating to the building(s), which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
 - 12.5.3. the owner transfers ownership of the low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;

- 12.5.4. prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City’s DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
- 12.5.5. prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant by the City and/or the City’s DEU service provider, LIEC.
- 12.6. If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the Development Permit* for the subject site, no final building inspection permitting occupancy of a building will be granted until:
 - 12.6.1. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and
 - 12.6.2. the owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).
- 13. (**Affordable Housing**) The City’s acceptance of the developer’s offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish in the first phase of development, on Lot 1 (South Lot), at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City’s standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants shall be agreed to by the developer and the City prior to final adoption of the subject rezoning; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for Lot 1 (South Lot) and other non-materials changes resulting thereof and made necessary by the Lot 1 (South Lot) Development Permit* approval requirements, as determined to the satisfaction of the Director of Development and Director, Community Social Development. The terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.
 - 13.1. The required minimum floor area of the affordable (low-end market rental) housing shall be equal to a combined habitable floor area of at least 10,267.73 m² (110,520.88 ft²), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 10% of the total maximum residential floor area, excluding market rental housing residential floor area, of 102,677.26 m² (1,105,208.83 ft²) proposed on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) under the ZMU47 zone; and
 - 13.2. The developer shall, as generally indicated in the table below:
 - 13.2.1. Ensure that the types, sizes, rental rates, and occupant income restrictions for the affordable housing units are in accordance with the City’s Affordable Housing Strategy and guidelines for Low End Market Rental (LEMR) housing, unless otherwise agreed to by the Director of Development and Director, Community Social Development; and
 - 13.2.2. Achieve the Project Targets for unit mix and Basic Universal Housing (BUH) standard compliance or as otherwise determined to the satisfaction of the Director, Community Social Development through an approved Development Permit*.

TABLE 6

Unit Type	Affordable Housing Strategy Requirements (1)			Project Targets (2)	
	Min. Unit Area	Max. LEMR Rent	Max. Household Income	Unit Mix	BUH
Studio	37 m ² (400 ft ²)	\$811/month	\$34,650 or less	11% (17 units)	N/A
1-Bedroom	50 m ² (535 ft ²)	\$975/month	\$38,250 or less	35% (52 units)	100%
2- Bedroom	69 m ² (741 ft ²)	\$1,218/month	\$46,800 or less	31% (47 units)	100%
3-Bedroom	91 m ² (980 ft ²)	\$1,480/month	\$58,050 or less	23% (34 units)	100%
Total	10,267.73 m²	N/A	N/A	100% (150 units)	100%

	(110,520.88 ft ²)		10,432.83 m ² (112,298.00 ft ²)	
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- (1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City policy.
- (2) Project Targets may be revised through an approved Development Permit* process provided that the total area comprises at least 10% of the subject development's total residential building area.

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

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

13.4. Occupants of the affordable housing units shall, to the satisfaction of the City (as determined prior to Development Permit* approval), enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit* requirements, at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).

13.5. On-site parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit* at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit* issuance on a lot-by-lot basis or as otherwise determined to the satisfaction of the City.

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

13.7. "No development" shall be permitted, restricting Development Permit* issuance for any building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer, to the City's satisfaction:

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

13.8. No Building Permit* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.

13.9. "No occupancy" shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until, on

a lot-by-lot basis, the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit inspection granting occupancy.

- 14. (**Market Rental Housing**) Entering into a Market Rental Agreement and registration of a Covenant for the provision of market rental housing in the first phase of development, on Lot 1 (South Lot) to the satisfaction of the City. The terms shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.
 - 14.1. The required minimum floor area of the market rental housing building shall be equal to a combined habitable floor area of at least 5,312.57 m² (57,184 ft²), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 0.1 FAR permitted on the overall site for the purposes of FAR calculation as per the OCP Market Rental Policy under the ZMU47 zone.
 - 14.2. All market rental housing units shall be maintained under single ownership (within one airspace parcel or one strata lot).
 - 14.3. Occupants of the units subject to the market rental agreement shall enjoy full and unlimited access to and use of all on-site indoor amenity spaces provided for residents of the building and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit* requirements.
 - 14.4. The terms of the market rental agreement shall indicate that they apply in perpetuity and provide for the following:
 - 14.4.1. Ensure that Basic Universal Housing features shall be provided in a minimum of 100% of the market rental housing units in accordance with the OCP Market Rental Policy.
 - 14.4.2. Achieve following the Unit Mix or as otherwise determined to the satisfaction of the Director of Development through an approved Development Permit*.

TABLE 7

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

- 14.5. “No development” shall be permitted, restricting Development Permit* issuance for a building on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), in whole or in part, until the developer:
 - 14.4.1. Designs the lot to provide for the market rental housing units and ancillary spaces;
 - 14.4.2. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the market rental housing units and ancillary spaces as per the approved Development Permit*.
- 14.6. No Building Permit* shall be issued for a building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the developer provides for the required market rental housing units and ancillary spaces.
- 14.7. “No occupancy” shall be permitted, restricting final Building Permit inspection granting occupancy for any building on Lot 1 (South Lot), Lot 2 (East Lot) and/or Lot 3 (West Lot), in whole or in part, until the required market rental housing units and ancillary spaces are completed and have received final Building Permit inspection granting occupancy.
- 15. (**Public Art**) City acceptance of the developer’s offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:
 - 15.1. Prior to final adoption of the rezoning bylaw, the developer shall provide for the following:
 - 15.1.1. Submission of a Public Art Plan that:

- a) Includes the entirety of the subject site comprising Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), together with related City park, public open space, and public road, as determined to the City’s satisfaction;
- b) Is prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage planning undertaken by the City for Capstan Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services); and
- c) Is based on the full value of the developer’s voluntary public art contribution (at least \$885,739.85), based on a minimum rate of \$0.89/ft² for residential uses and \$0.47/ft² for non-residential uses and the maximum buildable floor area permitted under the subject site’s proposed ZMU47 zone, excluding affordable housing and market rental housing, as indicated in the table below.

15.1.2. Registration of legal agreement(s) on title to facilitate the implementation of the Public Art Plan.

TABLE 8

	Maximum Permitted Floor Area as per ZMU47 Zone	Applicable Floor Area After Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	108,774.76 m ² (1,170,841.77 ft ²)	92,044.32 m ² (990,756.81 ft ²)	\$0.89 /ft ²	\$881,773.56
Non-Residential	784 m ² (8,438.91 ft ²)	784 m ² (8,438.91 ft ²)	\$0.47 /ft ²	\$3,966.29
Total	109,558.76 m² (1,179,280.68 ft²)	92,828.32 m² (999,195.72 ft²)	Varies	\$885,739.85

(1) As per City policy, floor area excludes the development's 11,417.88 m² (122,901 ft²) affordable housing building and 5,312.57 m² (57,184 ft²) market rental housing building.

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

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

Strata or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and

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

15.3.3. The developer, at the developer’s sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:

- a) Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
- b) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer’s financial obligation(s) to the artist(s) have been fully satisfied;
- c) The maintenance plan for the public art prepared by the artist(s); and
- d) Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

- 16. (**Flood Construction**) Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw No. 8204, Area “A” (i.e. as per bylaw 8204, minimum flood construction level of 2.9 m GSC, with exemptions permitting commercial use at sidewalk level and residential use at 0.3 m above highest adjacent crown of road).
- 17. (**Aircraft Noise**) Registration of the City’s standard aircraft noise sensitive use covenants on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), as applicable to sites with aircraft noise sensitive uses. The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit* and Building Permit* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within dwelling units must achieve CMHC standards follows:

TABLE 9

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

- 18. (**Mixed-Use Noise**) Registration of a legal agreement on title that identifies the building as a mixed use building, and indicating that they are required to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal non-residential use from penetrating into residential areas on-site and on neighbouring sites that exceed noise levels allowed in the City’s Noise Bylaw and noise generated from rooftop HVAC units will comply with the City’s Noise Bylaw.
- 19. (**View and Other Development Impacts**) Registration of a legal agreement on title to Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot), stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased

levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.

20. **(Tree Removal, Replacement & Relocation)** Removal and protection of on-site and off-site trees, providing tree replacement and tree survival securities entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E), including:
- 20.1. On-Site Tree Removal Bird and Wildlife Considerations: Provide to the City a Wildlife/Bird Inventory and an up to date Nesting Bird Survey prior to issuance of any T3 permit(s) to facilitate the proposed removal of remaining onsite trees. The QEP is to provide confirmation that the removal of the onsite trees specific to a T3 permit application will not impact wildlife, birds, or their nests. The inventory and nesting surveys should be timed such that there is as small of a time lag as possible between the date that they are completed and the date that the tree removal works are scheduled for. The City's Tree Protection, Planning and Environment groups should be provided copies of the surveys for review prior to tree permit issuance.
- 20.2. On-Site Tree Planting Security: Enter into a legal agreement and submission of Landscape Security (Letter of Credit) in the amount of \$252,000, to secure the developer's planting and maintenance (for a period of one year) of 336 replacement trees on the subject site (based on a 2:1 rate for the removal of 168 existing bylaw-size trees) and a value of \$750 per replacement tree. This security will be applied towards future tree replacement on Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot) as part of the landscape plans for the developer's Development Permit* applications, which plans will be secured with the City's standard Development Permit* landscape Letter of Credit.
- Execution of legal agreement regarding use and return of the Landscape Security, to the satisfaction of the City, including but not limited to the following:
- 20.2.1. Landscape Security returned to the developer, without interest, at Development Permit* issuance, at a rate of \$750 for each of the required 336 replacement trees included in a Development Permit* regarding Lot 1 (South Lot), Lot 2 (East Lot) and Lot 3 (West Lot); and
- 20.2.2. If the required 336 replacement trees cannot be accommodated on-site in the Development Permit* applications, the City, in its sole discretion, cash the Landscape Security and utilize the funds as a cash-in-lieu contribution to the City's Tree Compensation Fund for off-site tree planting to the value of \$750 per replacement trees not accommodated on-site. If the developer fails to obtain all Development Permits* for all phases of the development before the 10th anniversary of rezoning bylaw adoption, the outstanding replacement trees will be deemed to not have been accommodated.
- 20.3. Off-Site City and Neighbouring Trees:
- 20.3.1. Neighbouring Tree Survival Security: Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$10,000, to secure the required protection of all trees on neighbouring properties, at the developer's sole cost, through the project's Development Permit* processes. Subject to tree survival, the security is to be released 90% at completion of Development Permit works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

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

- 20.3.2. City Tree Survival Security: Enter into a legal agreement and submission of a tree survival security (Letter of Credit) in the amount of \$165,000, to secure the required protection of 30 existing City trees along the subject site's Sexsmith Road and Cambie Road frontages (tag# 1, 3, 14, 15, 48, 49, 51-57, 59-65, 180, 181, 184, 185, 197-200, 330, 332), at the developer's sole cost, through the project's Development Permit* processes. Subject to tree survival, the security is to be released 90% at completion of Development Permit works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

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

NOTE: Submission of a separate tree survival security (Letter of Credit) in the amount of \$195,000, is required through the project's Servicing Agreement* processes to secure the required protection of 34 existing City trees, including the relocation of 14 existing street trees along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), and the protection of 20 existing trees in the Garden City Road median (tag# 363-382), at the developer's sole cost, through the development's required Servicing Agreement (SA)* review/approval processes (secured with the SA* Letter of Credit), as determined to the sole satisfaction of the Director, Parks Services. In the event that the City determines that the fourteen (14) City street trees cannot be relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

- 20.3.3. Tree Survival Security Agreements: Execution of legal agreements with respect to each tree survival security regarding use and return of each security, to the satisfaction of the City.
- 20.3.4. Arborist Contract: Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the Neighbouring and City trees to be protected. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.
- 20.3.5. Tree Protection Fencing: Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
- 20.3.6. City Tree Removal Compensation: The City's acceptance of the developer's voluntary contribution in the amount of \$43,250 towards the City's tree compensation fund for tree planting elsewhere in the City in compensation for the removal of 36 existing City trees (tag# 11, 47, 50, 58, 66, 96, 97, 98, 111, 112, 116, 121, 122, 182, 333, 341, 342, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362).

21. (**Development Permit* - DP**) Submission and processing of a Development Permit* for Lot 1 (South Lot) completed to a level deemed acceptable by the Director of Development.
22. (**Phasing Agreement**) Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing that "no development" will be permitted on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot) and restricting Development Permit* issuance (together with various Building Permit* and occupancy restrictions, as determined to the satisfaction of the City), unless the developer satisfies the following requirements:

- 22.1. Development Sequencing Requirements: Development must proceed on the following basis:

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

- iv) After initial invasive species management and successful habitat installation has been completed (inspection requested by developer) and accepted by the City, the developer is responsible for retaining a QEP and providing one year of monitoring and maintenance.

22.2.3. Rezoning Servicing Agreement*: The rezoning bylaw with respect to RZ 18-836123 shall not be adopted until the developer enters into the “Rezoning SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 1 (South Lot), Lot 2 (East Lot), or Lot 3 (West Lot), in whole or in part.
- b) Open Space Works shall include:
 - i) “South Lot Open Space SRW” along the north side of Lot 1 (South Lot).
 - ii) “Mid-Block Trail SRW”: interim emergency vehicle access.

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

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

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

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

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

- e) Other Works shall include:
 - i) All underground City and private utilities;
 - ii) Above-grade City and private utilities where feasible; and
 - iii) Other off-site improvements, as determined at the sole discretion of the City.

22.2.4. Neighbourhood Park Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the “Neighbourhood Park SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.
- b) Neighbourhood Park Works shall be limited to City-approved park improvements to the 4,748.3 m² (1.17 ac) area to be transferred to the City for park and related purposes, at the developer’s sole cost, to satisfy CCAP park requirements. The park will be designed and constructed consistent with a Park Concept approved by Council and may contain Public Art. This Park Concept includes areas having a combined total of 1,918 m² (0.47 ac) area which will be completed by others when development proceeds on neighbouring lots. Features to be included in the park when fully completed will include, but not limited to the park features shown in the Park Concept and may contain Public Art.

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

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

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

22.2.5. Lot 2 (East Lot) Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 2 (East Lot), in whole or in part, until the developer enters into the “Lot 2 (East Lot) SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 2 (East Lot), in whole or in part.

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

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

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

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

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

- d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.

22.2.6. Lot 3 (West Lot) Servicing Agreement*: No Building Permit* shall be issued for a building on Lot 3 (West Lot), in whole or in part, until the developer enters into the “Lot 3 (West Lot) SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit inspection granting occupancy of the first building on Lot 3 (West Lot), in whole or in part.
- b) Open Space Works shall include: “Capstan Way and Sexsmith Road Corner Plaza SRWs”, which shall be limited to City-approved Parks improvements to the entire corner SRW areas along Capstan Way and Sexsmith Road along the north property line of Lot 3 (West Lot)), together with areas and/or features required to accommodate pedestrian and bicycle activity, and frontage integration as determined to the City’s satisfaction.

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

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

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

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

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

- d) Other Works shall include, as applicable, the relocation of above-grade City/private utilities.

22.2.7. Road Works: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not limited to, the following. Final MOTI approval is required prior to rezoning adoption.

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

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

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

- 2.0 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 1.5 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 3.0 m wide saw-cut concrete sidewalk (at the future property line).
- c) Capstan Way: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site's entire Capstan frontage, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works.
- i) Interim Cross-Section (described from north to south) from Sexsmith Road to Ketcheson Road extension:
- Maintain the existing curb on the north side of the street;
 - 3.1 m (min.) widening to 5.2m wide westbound vehicle travel lane;
 - 3.1 m area for 1) 3.1m wide left-turn lane at Sexsmith Road intersection (west leg) and 3.1 m painted median at Ketcheson Road intersection (east leg);
 - 5.4 m reducing to 3.3m wide eastbound vehicle travel lane;
 - 3.3 m wide eastbound vehicle travel / parking lane;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- ii) Interim Cross-Section (described from north to south) Ketcheson Road extension to Garden City Road:
- Maintain the existing curb on the north side of the street;
 - 5.1 m reducing to 5.0 m wide westbound vehicle travel lane;
 - 3.3 m wide left-turn lane at intersections;
 - 3.3 m wide eastbound vehicle travel lane;
 - 3.3 m wide eastbound right-turn lane;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- iii) Ultimate Cross-Section: (described from north to south):
- Maintain the proposed curb on the south side (established as noted above);
 - 6.6 m (2 lanes @ 3.3 m) wide eastbound vehicle travel lanes;
 - 3.3 m wide left-turn lane / landscaped median;
 - 6.6 m (2 lanes @ 3.3 m) wide westbound vehicle travel lanes;
 - 0.15 m wide curb and gutter;
 - 2.5 m wide landscaped boulevard;
 - 2.5 m wide bike path (asphalt with +/-0.2 m wide 200 mm thick concrete bands along each edge);
 - 0.7 m wide buffer strip, pedestrian lighting, decorative planting, and furnishings; and
 - 2.5 m wide saw-cut concrete sidewalk.
- d) Sexsmith Road: The developer is responsible for the design and construction of the following Interim Cross-Section works across the subject site's entire Sexsmith Road frontage, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section works in the design and construction of those road works. Note: Interim cross-section is to be constructed along the frontage of 8388 Sexsmith Road and ultimate cross-section is to be constructed along the frontage of 3699 Sexsmith Road in coordinated with SA 17-791396.

- i) Interim Cross-Section (described from east to west) along the entire Sexsmith Road frontage:
- 2.0 m wide saw-cut concrete sidewalk (at the new property line);
 - 0.75 m wide buffer strip;
 - 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 1.75 m wide landscaped boulevard;
 - 0.15 m wide curb and gutter; and
 - Road upgrade to widen/maintain existing 12.7 m pavement width between the proposed new curb and gutter along the east side and the existing curb and gutter along the west side of the road. The design should accommodate the following:
 - 3.3 m (min) northbound vehicle travel lane
 - 3.3 m (min) southbound vehicle travel lane
 - 2.5 m parking lane
 - 1.2 m wide buffer
 - 1.8 m wide bike lane
- ii) Ultimate Cross-Section (described from east to west):
- Maintain the proposed curb on the east side (established as noted above);
 - 2.5 m wide northbound parking lane;
 - 9.9 m (3 x 3.3 m lanes) wide vehicle travel lanes (note: 3.3 m wide left-turn lane and 3.3 m wide landscaped median where intersection turning lanes are not required);
 - 2.5m wide southbound parking lane;
 - 0.15 m wide curb and gutter;
 - 1.75 m wide landscaped boulevard;
 - 1.8 m wide bike path (asphalt with +/-0.15 m wide 200 mm thick concrete bands along each edge);
 - 0.75 m wide buffer strip; and
 - 2.0 m wide saw-cut concrete sidewalk (at the future property line).
- e) Odlin Crescent extension: The developer is responsible for the design and construction of the following Cross-Section works from Cambie Road to north property line of 8671 Cambie Road, to the satisfaction of the City. The developer is required to design and construct a new raised median and right-in/right-out diverter on Cambie Road and a transition between the improvements and the existing conditions west and east of the subject site to the satisfaction of the City.
- i) Cross-Section: (described from west to east):
- 2.0m wide saw-cut concrete sidewalk;
 - 1.35m wide landscaped boulevard;
 - 0.15m wide curb and gutter;
 - Road construction to provide a 10m wide pavement at Cambie Road, narrowing to 6.5m at the north property line of 8671 Cambie Road;
 - 0.15m wide curb and gutter; and
 - Transition to 8711 Cambie Road.
- f) Ketcheson Road extension: The developer is responsible for the design and construction of the following Cross-Section works along its entire length south of Capstan Way, to the satisfaction of the City.
- i) Cross-Section: (described from west to east):
- 2.0 m wide saw-cut concrete sidewalk on both sides;
 - 1.7 m wide landscaped boulevard on both sides;
 - 0.15 m wide curb and gutter on both sides (0.15 m wide 300 mm thick concrete band at areas with parking lane);

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

NOTES:

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

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

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

- 3.0 m wide saw-cut concrete sidewalk (at the future property line).
- j) Garden City Road/Capstan Way: The developer is responsible for the design and construction of the following intersection improvements, to the satisfaction of the City.
- i) Intersection improvements:
- South leg - realign the pedestrian crosswalk to connect to the proposed road improvements;
 - West leg - widen pedestrian crosswalk to 4.5 m;
 - North leg - Road upgrade and widen to include a 3.1 m (min) wide southbound to westbound right-turn lane with a minimum storage length of approximately 35 m. Relocation of existing infrastructure required (i.e. sidewalk, curb and gutter, utility pole, bus stop, streetlight pole, etc.).
- k) Sexsmith Road/Capstan Way: The developer is responsible for the design and construction of the following Intersection Improvements, to the satisfaction of the City.
- i) Intersection improvements:
- East leg and South leg - realign the pedestrian crosswalks to connect to the proposed road improvements;
 - North leg - modify existing lane markings to accommodate a southbound right-turn lane and change in lane designation of existing southbound left-turn lane to left-turn/through lane; and
 - Install bike box with green surface treatment for southbound bike lane.
- l) Traffic Signals: Works include, but are not limited to, the following:
- i) Upgrade existing traffic signals: With the road and intersection improvements noted above, as well as the need to upgrade other existing traffic signals to accommodate enhanced traffic operations, applicant is to upgrade (as necessary) the following existing traffic signals:
- Sexsmith Road & Capstan Way;
 - Garden City Road & Capstan Way;
 - Brown Road & Sexsmith Road; and
 - Garden City Road & Cambie Road.
- NOTE: Signal upgrades to include but not limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.
- ii) Install new Traffic Signal Device: With the road and intersection improvements noted in above, new traffic signal devices (i.e., intersection pre-ducting, special x-walk with downward lighting, pedestrian signals, or full traffic signals) will be necessary at the following locations, with the exact upgrade to be determined with a traffic signal warrant to the satisfaction of the City.
- Capstan Way & Ketcheson Road
- NOTE: New signal to include but not limited new signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.

23. (*Servicing Agreement* - SA*): Enter into a Servicing Agreement(s)* for the design and construction, at the developer's sole cost, of full upgrades across the subject site's street frontages, together with various engineering,

transportation, parks and sustainability works, to the satisfaction of the City, which include, but may not be limited to the following.

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

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

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

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

23.1. Barn Owl Hunting Habitat Enhancement Servicing Agreement* Requirements: The developer shall be responsible for the design and construction, at the developer's sole cost, of works as described in the "Phasing Agreement" above.

23.2. RZ Servicing Agreement Parks Requirements: The developer shall be responsible for the design and construction, at the developer's sole cost, of the following, to the City's satisfaction.

23.2.1. Open Space Works shall include:

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

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

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

23.2.2. Neighbourhood Park Works shall include: Any stockpiling of existing top soil in the farm soil recovery area on the subject site which is identified to be retained on-site for the purposes of constructing the proposed neighbourhood park shall be stockpiled in a manner such that the soil quality will be maintained to the greatest extent possible following best management practices and under the guidance of a Qualified Agriologist.

23.2.3. Tree Management Works shall include: Protection and relocation of off-site City trees, providing tree survival securities, and entering into legal agreement(s) to the satisfaction of the City (as generally indicated on the Preliminary Tree Management Plan /Schedule E), including:

- a) Submission of a tree survival security (Letter of Credit) in the amount of \$120,000, to secure the required protection of 20 existing trees in the Garden City Road median (tag# 363-382). Subject to tree survival, the security is to be released 90% at completion of adjacent SA works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

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

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

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

- b) Relocation of fourteen (14) existing street trees located along the south side of Capstan Way to facilitate required road widening (tag# 101-110, 113, 115, 119, 120), at the developer's sole cost, to the satisfaction of the Director, Parks Services, including the submission of a tree survival security (Letter of Credit) in the amount of \$75,000. Subject to tree survival, the security is to be released 90% at completion of tree relocation works and the remaining 10% at the end of a one year maintenance period. In the event tree survival is not achieved, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

NOTE: In the event that the City determines that the fourteen (14) City street trees cannot be relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

- c) Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the City-owned trees to be protected. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.
- d) Installation of appropriate tree protection fencing around all trees to be protected prior to any construction activities, including building demolition, occurring on-site.
- e) Execution of legal agreement for each tree survival security taken, in form and content satisfactory to the City.

23.3. RZ Servicing Agreement Transportation Requirements: The developer shall be responsible for the design and construction of the road works, to the satisfaction of the City, subject to the review and approval of the detailed SA designs, which shall include, but may not limited to, the "Road Works" as described in the "Phasing Agreement" for the "Rezoning SA".

23.4. RZ Servicing Agreement Engineering Requirements:

23.4.1. Water Works:

- a) Using the OCP Model, there is 197 L/s of water available at a 20 psi residual at the Sexsmith Road frontage, 120 L/s of water available at 20psi residual along the Garden City Road frontage, 416L/s at 20psi residual at Capstan Way and 642 L/s at 20psi residual at Cambie Road. Based on the proposed development, the subject site requires a minimum fire flow of 220 L/s. The available flows along Sexsmith Road and Garden City Road are NOT adequate and the existing watermains require upgrades.
- b) At the Developer's cost, the Developer is required to:
- i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection at the Building Permit* stage. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs.

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

23.4.2. Storm Sewer Works:

- a) At the Developer's cost, the Developer is required to:
- i) Upgrade the existing twin storm sewers at Sexsmith Road frontage, approximately 175 m in length, into a single 1200 mm diameter storm sewer system in the middle of Sexsmith Road. Tie-in to the north shall be via the existing Manhole (STMH 131076). Tie-in to the south shall be to the existing storm sewers along the east and west sides of Sexsmith Road. Tie-ins shall be via the use of new manholes. Developer is to remove existing 1050 mm storm sewer on east side of Sexsmith Road, along development frontage to the new manhole.

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

23.4.3. Sanitary Sewer Works:

- a) At the Developer's cost, the Developer is required to:
- i) Provide approximately 100 m of 300 mm diameter sanitary sewer within the roadway along Sexsmith Road from existing manhole SMH56774 located at the intersection of Sexsmith Road and Capstan Way southward to a new manhole.
 - ii) Provide approximately 85 m of 250 mm diameter sanitary sewer from the new manhole at Sexsmith Road southward to the future Brown Road extension and Sexsmith Road intersection.
 - iii) Provide approximately 90 m of 250 mm diameter sanitary sewer from the intersection of Sexsmith Road and future Brown Road, east along Brown Road.
 - iv) Provide approximately 135 m of 300 mm diameter sanitary sewer within the roadway along Capstan Way from the intersection at proposed Sexsmith Road and Capstan Way east towards future Ketcheson Road intersection. Tie-in to the west via manhole SMH56774.
 - v) Provide approximately 100 m of 250 mm diameter sanitary sewer along future Ketcheson Road to the intersection with future North-South Road.
 - vi) Provide approximately 120 m of 250 mm diameter sanitary sewer along the proposed North-South road to the north property line of proposed Lot 1 (South Lot). Tie-in to future Ketcheson Road via a manhole and provide a manhole at the high end of the system.

- b) At the Developer’s cost, the City will:
 - i) Install new sanitary service laterals to proposed development.
 - ii) Complete all required tie-ins to the existing City sanitary system (at Capstan Way).

23.4.4. Frontage Improvements:

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

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

23.4.5. Street Lighting Improvements:

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

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

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

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

23.4.6. General Items:

- a) The Developer is required to, at the developer's cost:
 - i) Provide, prior to first SA design submission, a geotechnical assessment of preload and soil preparation impacts on the existing utilities fronting or within the development site, proposed utility installations.
 - ii) Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit*(s), and/or Building Permit*(s) to the satisfaction of the Director of Engineering may be required, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
 - iii) Not encroach in to City Rights-of-Ways with any proposed trees, permanent retaining wall or other non-removable structures.
- b) All infrastructure designed and constructed as part of the required Servicing Agreement shall be coordinated with adjacent developments, both existing and future. The Developer's civil engineer shall submit a signed and sealed letter with each submission confirming that they have coordinated with the civil engineer(s) of the adjacent project(s) and that the Servicing Agreement designs are consistent. The City will not accept the first SA design submission without the letter indicating coordination with the adjacent developments.
 - i) The coordination should cover, but not be limited to, the following:

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

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

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

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

1. (**Legal Agreements**) Satisfy the terms of legal agreements registered on title prior to final adoption of the rezoning bylaw (RZ 18-836123) and/or Development Permit issuance with respect to the development's Building Permit.
2. (**Rezoning and Development Permit Features**) Incorporation of urban design, accessibility and sustainability measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. (**Construction Parking and Traffic Management Plan**) Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
4. (**Latecomer Agreements**) If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
5. (**Construction Hoarding**) Obtain a Building Permit* (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit*. For additional information, contact the Building Approvals Department at 604-276-4285.

NOTE:

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

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

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

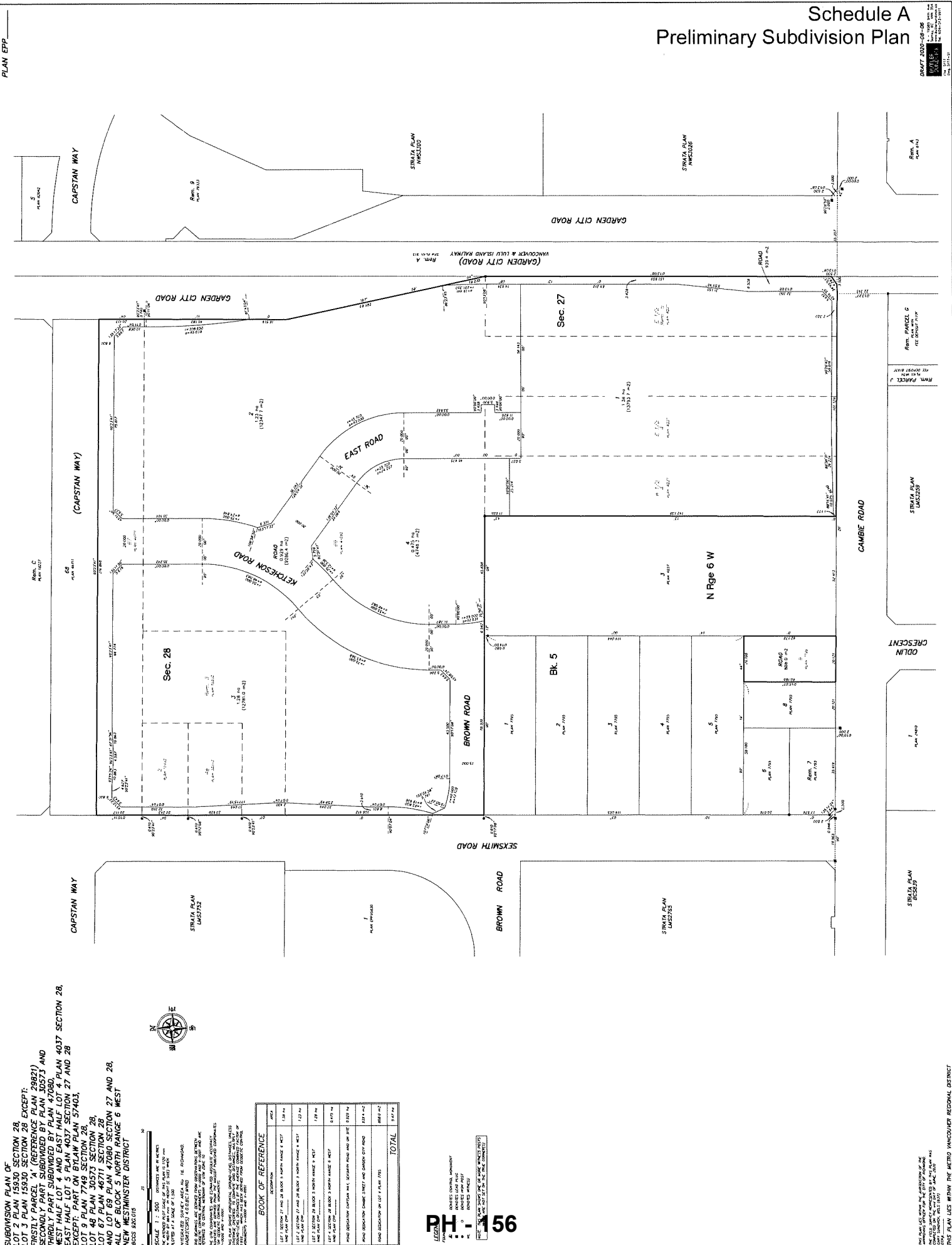
- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation,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

[signed copy onfile]

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

Schedule A Preliminary Subdivision Plan

DATE: 2020-08-08
SCALE: 1:500
PROJECT: PH-156



SUBDIVISION PLAN OF
 LOT 2 PLAN 15930 SECTION 28,
 LOT 3 PLAN 15930 SECTION 28 EXCEPT:
 FIRSTLY PARCEL 'A' (REFERENCE PLAN 29821) AND
 SECONDLY PART SUBDIVIDED BY PLAN 30573 AND
 PLAN 30574, AND THE EAST HALF OF LOT 2,
 WEST HALF LOT 5 PLAN 4037, EAST HALF LOT 4,
 EAST HALF LOT 5 PLAN 4037 SECTION 28,
 EXCEPT: PART ON BYLAW PLAN 57403,
 LOT 9 PLAN 7749 SECTION 28,
 LOT 48 PLAN 30573 SECTION 28,
 AND LOT 65N PLAN 47690 SECTION 27 AND 28,
 ALL OF BLOCK 5 NORTH RANGE 6 WEST
 NEW WESTMINSTER DISTRICT
 6033 590.015

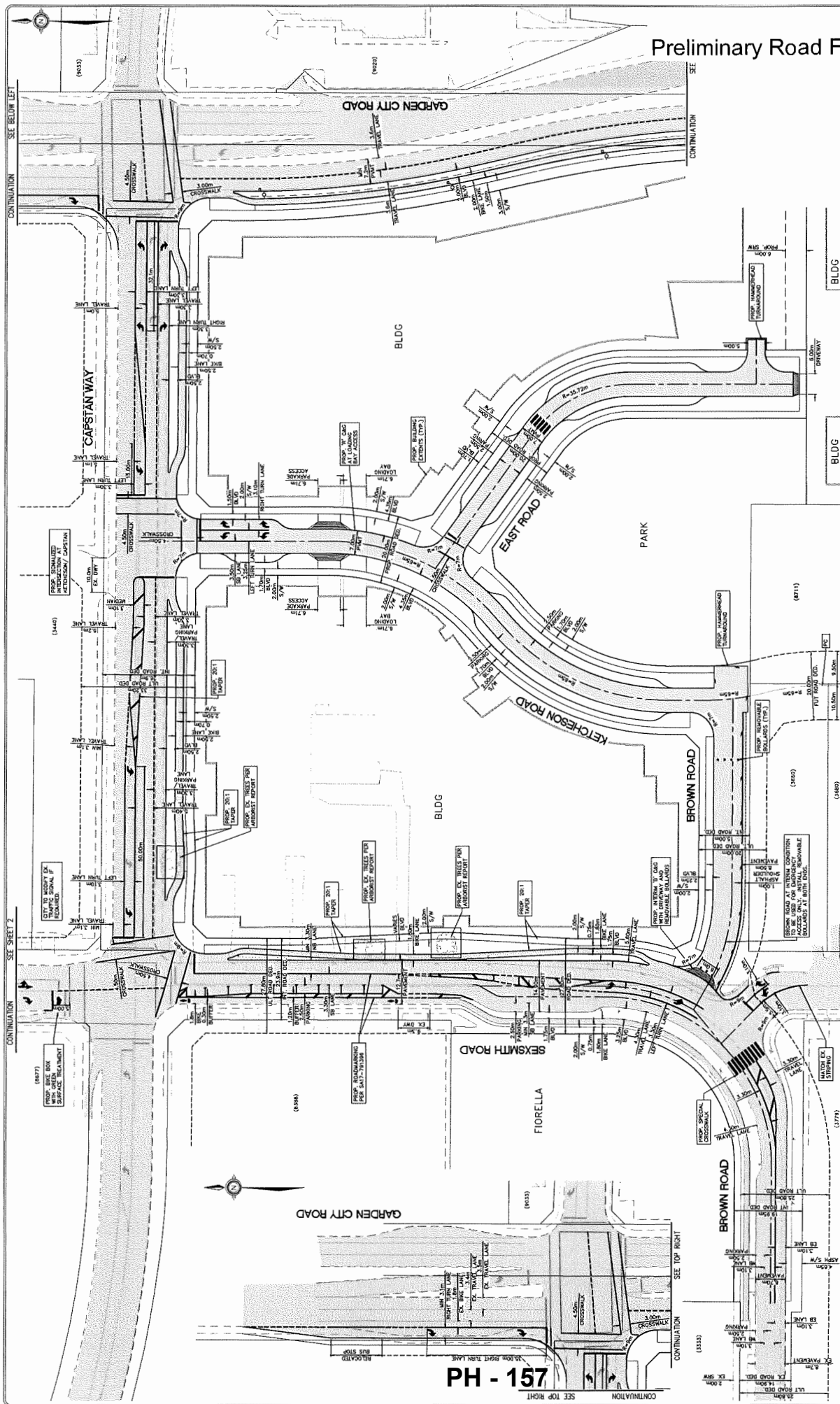
BOOK OF REFERENCE

PLAN	DESCRIPTION
15930	LOT 2 AND 3 OF BLOCK 5 NORTH RANGE 6 WEST
29821	LOT 2 SECTION 27 AND 28 OF BLOCK 5 NORTH RANGE 6 WEST
30573	LOT 4 AND 5 OF BLOCK 5 NORTH RANGE 6 WEST
30574	LOT 4 AND 5 OF BLOCK 5 NORTH RANGE 6 WEST
4037	PART SUBDIVISION CAPTAIN WAY, BROWN ROAD AND SPICE ROAD
57403	PART SUBDIVISION CAPTAIN WAY, BROWN ROAD AND SPICE ROAD
57404	PART SUBDIVISION CAPTAIN WAY, BROWN ROAD AND SPICE ROAD
7749	LOT 9 OF BLOCK 5 NORTH RANGE 6 WEST
7490	LOT 65N OF BLOCK 5 NORTH RANGE 6 WEST
TOTAL	24.74

PH-156

THIS PLAN USES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

Schedule B Preliminary Road Functional Plan



City of Richmond
9111, 901, 3, ROAD, RICHMOND, B.C.

TALISMAN PARK
INTERIM ROAD FUNCTIONAL PLAN

CITY FILE: -
DATE: -
SCALE: 1:500
SHEET: 157-0
SIT. NO.:

DESIGN: C.A.
DRAWN: D.B.
CHECKED: C.A.
DESIGNED: C.A.

REVISIONS

NO.	DATE	BY	CON.	REVISIONS
G	06/18/2019	D.E.	C.N.	SOUPERS SUBMISSION
F	06/18/2019	D.B.	C.N.	FINAL SUBMISSION
E	06/17/2019	D.B.	C.N.	FINAL SUBMISSION
D	06/17/2019	D.B.	C.N.	FOURTH SUBMISSION
C	06/17/2019	D.B.	C.N.	THIRD SUBMISSION
B	06/17/2019	D.B.	C.N.	SECOND SUBMISSION
A	06/17/2019	D.B.	C.N.	FUNCTIONAL PLAN

DESIGNER: POLYOON TALISMAN PARK HOMES LTD.
900-1133 WEST BROADWAY STREET
VANCOUVER, B.C. V6C 2E1
M. (604) 671-4818
F. (604) 671-4818

CoreGroup
CONSULTANTS

ENGINEER: CORE GROUP

DATE: 1/13/20

TOWER: PHASE 1P
ACCOUNT: 1P

ALL CHANGES ARE TO BE MADE IN ACCORDANCE WITH THE REVISIONS SCHEDULED HEREIN.
CHANGES ARE TO BE MADE IN ACCORDANCE WITH THE REVISIONS SCHEDULED HEREIN.
ELEVATION: 1.1735m

CITY WORK ORDER NO. _____
CHANGES ARE TO BE MADE IN ACCORDANCE WITH THE REVISIONS SCHEDULED HEREIN.

REVISIONS

NO. DATE BY CON. REVISIONS

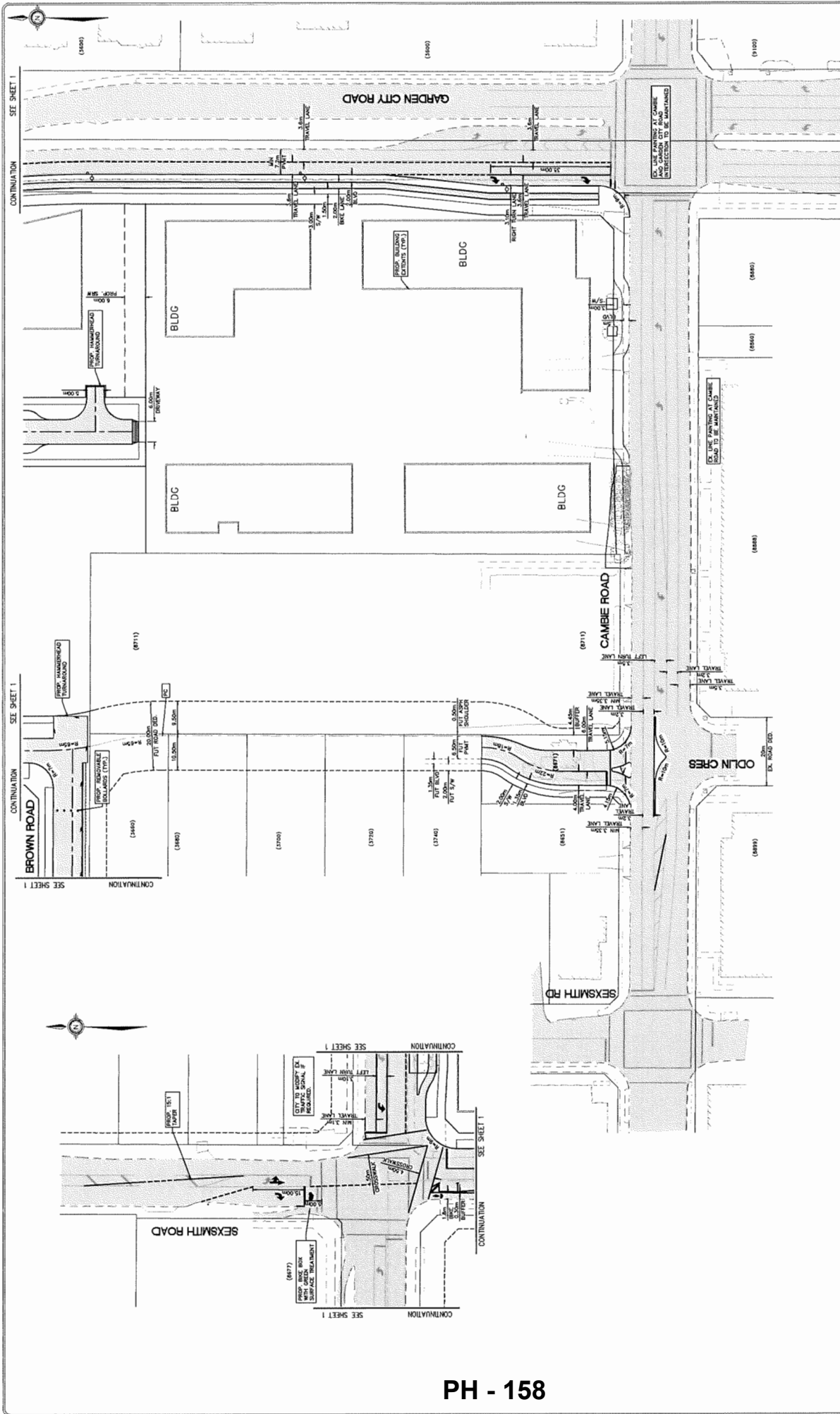
PH - 157

SEE TOP RIGHT

SEE BOTTOM LEFT

SEE SHEET 2

SEE SHEET 2



City of Richmond
 8111, 3, ROAD, RICHMOND, B.C., V6Y 5E1

**TITLE: INTERIM ROAD FUNCTIONAL PLAN
 TALISMAN PARK**

CITY FILE: -

DESIGN: C.N.
 DRAWN: D.B.
 CHECKED: C.N.
 DATE: 06/18/2020
 SHEET: 2 OF 3

NOTES:

- PROGRAMS AND LEGAL SUPPORT PROVIDED BY CLIENT AS THE PROPERTY OF Core Group Of Companies Ltd. NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF Core Group Of Companies Ltd.

GRAPHIC SCALE
 SCALE: 1:500

REV.	DATE	BY	CHK.	DESCRIPTION	REVISIONS
G	06/18/2020	D.B.	C.N.	SIXTH SUBMISSION	
F	06/02/2020	D.B.	C.N.	SEVENTH SUBMISSION	
E	12/12/2019	D.B.	C.N.	FIFTH SUBMISSION	
D	06/20/2019	D.B.	C.N.	FOURTH SUBMISSION	
C	06/17/2019	D.B.	C.N.	THIRD SUBMISSION	
B	06/17/2019	D.B.	C.N.	SECOND SUBMISSION	
A	06/18/2018	D.B.	C.N.	FUNCTIONAL PLAN	
MF					

DESIGNER: POLYCOON TALISMAN PARK HOMES LTD.
 900-1332 WEST BROADWAY STREET
 VANCOUVER, BC, V6H 4C2
 (604) 681-1111
 WWW.POLYCOON.COM

ENGINEER: CoreGroup CONSULTANTS
 LAND SURVEYING COMPANY
 1175 CUMBERLAND STREET
 VANCOUVER, BC V6L 2C6
 (604) 681-1111

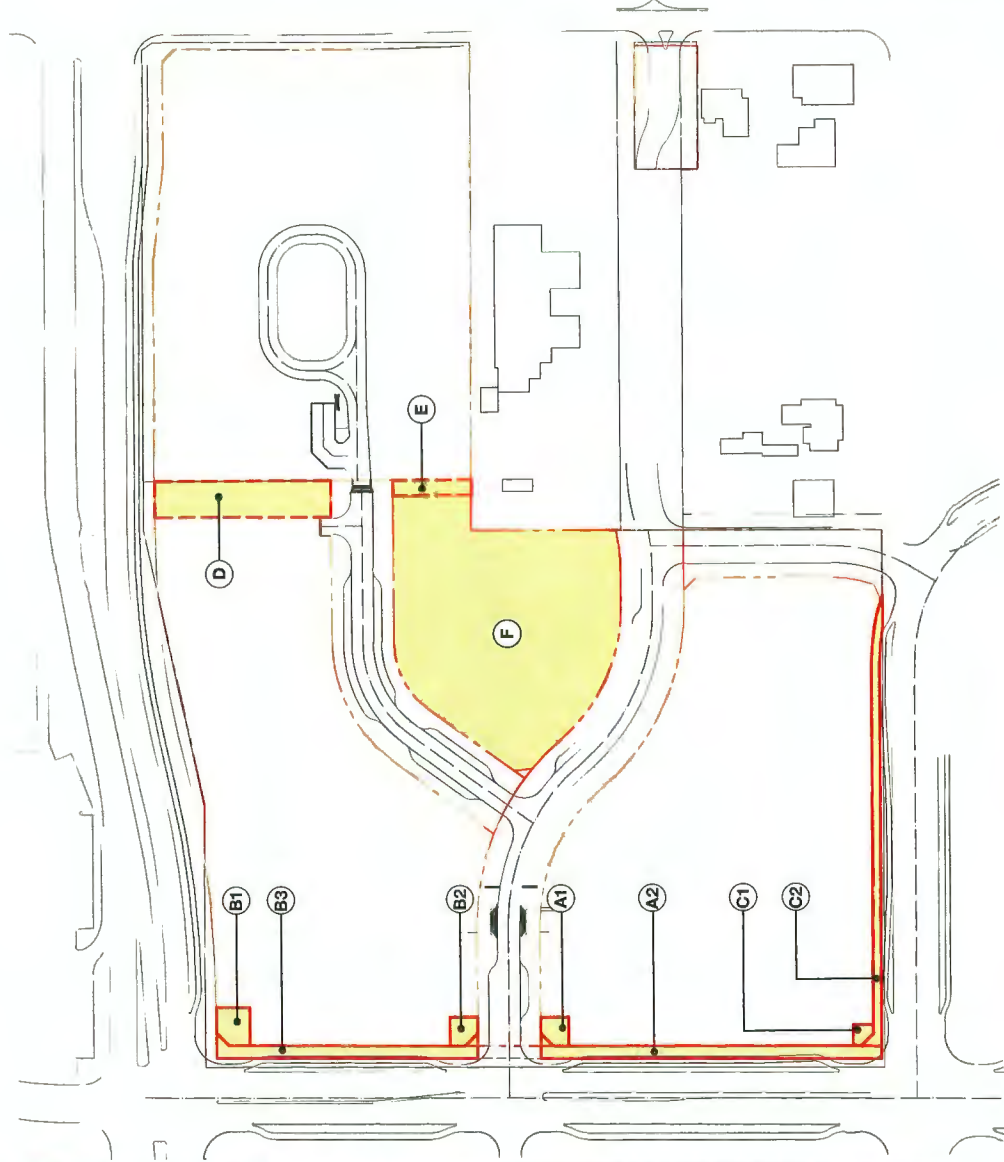
DISCLAIMER:

ALL ELEMENTS ARE TO BE ORDERED AS SHOWN AND REFER TO RELEVANT DIMENSION NUMBER.
 DIMENSIONS ARE GIVEN FROM THE BROADWAY (118' LOCATED AT BROWN ROAD AND BROWN AVE).
 ELEVATION = 1.750m (5756.00 FT) (SEE SHEET 01).

ELONGATION: 1.750m
 1810 0000 00
 TYPICAL / ANGLES IN
 CITY BLOCK (SEE SHEET 01)
 CHECKER: D.B. (SEE SHEET 01)

City Park & CSB Calculations

Capstan Station Bonus Open Space Required			
1 CCAP required: 5m2 per unit			5 m ²
2 Total proposed units			1,226 units
3 Total CSB required			6,130 m ²
Provided			
	Dedication (Road)	Dedication (Park)	SRW
A1 - Capstan Way corner plaza			73.4 m ²
B1 - Capstan Way additional widening	445.0 m ²		
B2 - Capstan Way corner plazas			121.4 m ²
B3 - Capstan Way additional widening	353.3 m ²		73.3 m ²
C1 - Sexsmith Road corner plaza			35.8 m ²
C2 - Sexsmith Road additional widening	368.5 m ²		
D - Mid-block Trail SRW			646.4 m ²
E - South Lot Open Space			127.1 m ²
F - Park		4,748.0 m ²	
Sub-total	1,166.8 m ²	4,748.0 m ²	1,077.4 m ²
Total		6,992.2 m²	
Surplus		862 m ²	





City of Richmond



Farm Soil Recovery Area
RZ 18-836123

Original Date: 04/07/20

Revision Date: 06/22/20

Note: Dimensions are in METRES



Pacific Sun Tree Services
 andermatt.forest@shaw.ca
 pacificsuntree.com
 Suite #460
 130 - 1959 152 Street
 Surrey, B.C.
 V4A 0C4
 604-323-4270

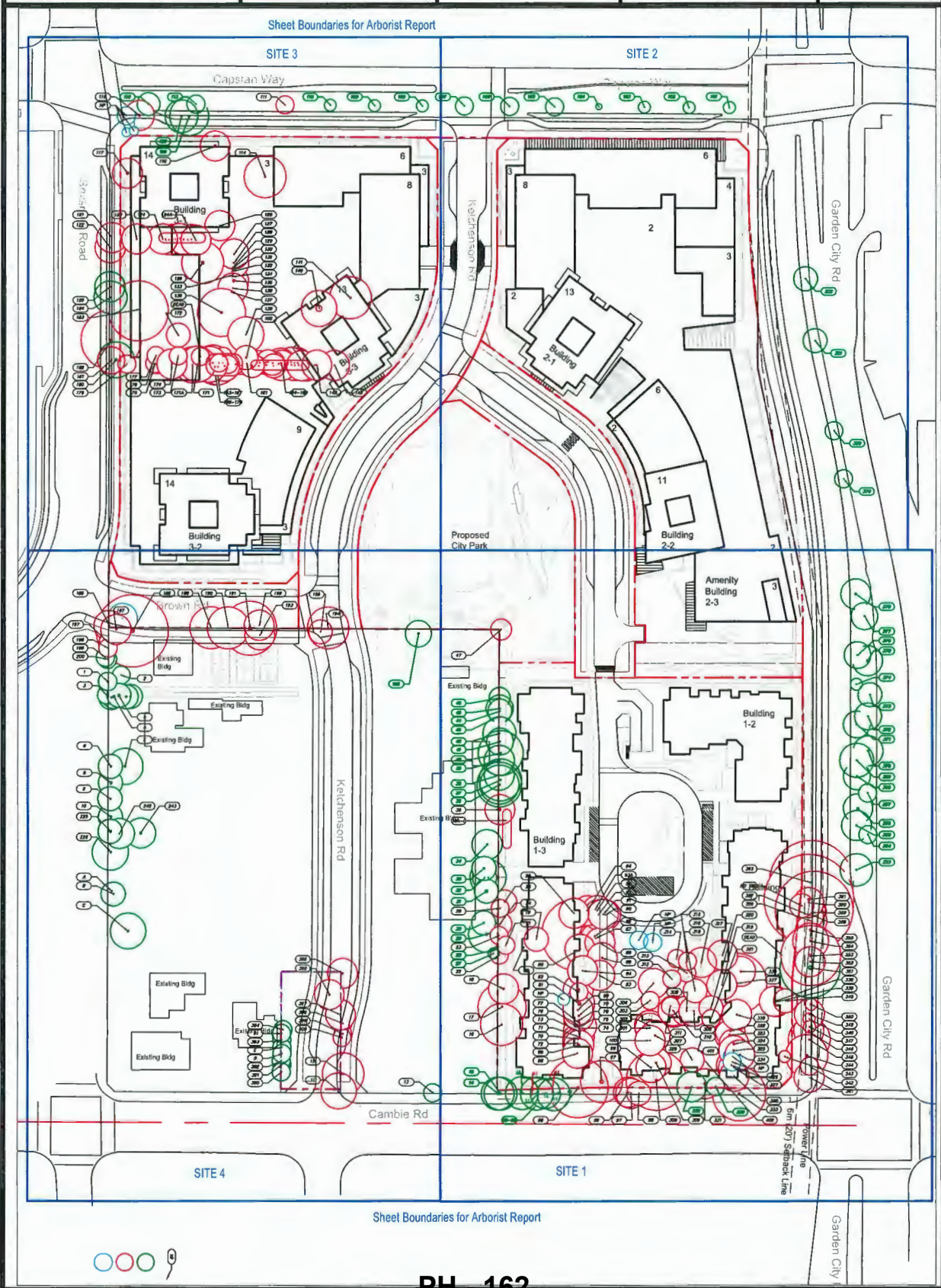
**Tree Management Plan:
 Amendment #2
 OVERVIEW**

Date: July 8, 2020
 Client: Polygon Talisman Park Ltd.
 Project: Talisman Park
 Project Address: Cambie - Sexsmith
 Capstan - Garden City
 Richmond, B.C.
 Crown Dripline for:
 Retain Tree (Green Circle)
 Remove Tree (Red Circle)

Tree Recommended for Retention:
 Tree Recommended for Removal:
 Undersize Tree:
 Tree Protection Barrier:
 Critical Root Zone:



Notes:
 1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
 2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
 3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.





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Tree Management Plan: Amendment #2 Site 1 Bldg 3 - North Tree Retention & Protection Plan

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Remove Tree

Tree Recommended
for Retention:



Tree Recommended
for Removal:



Undersize Tree:



Tree Protection Barrier:
(Outlines Tree Protection Zone)



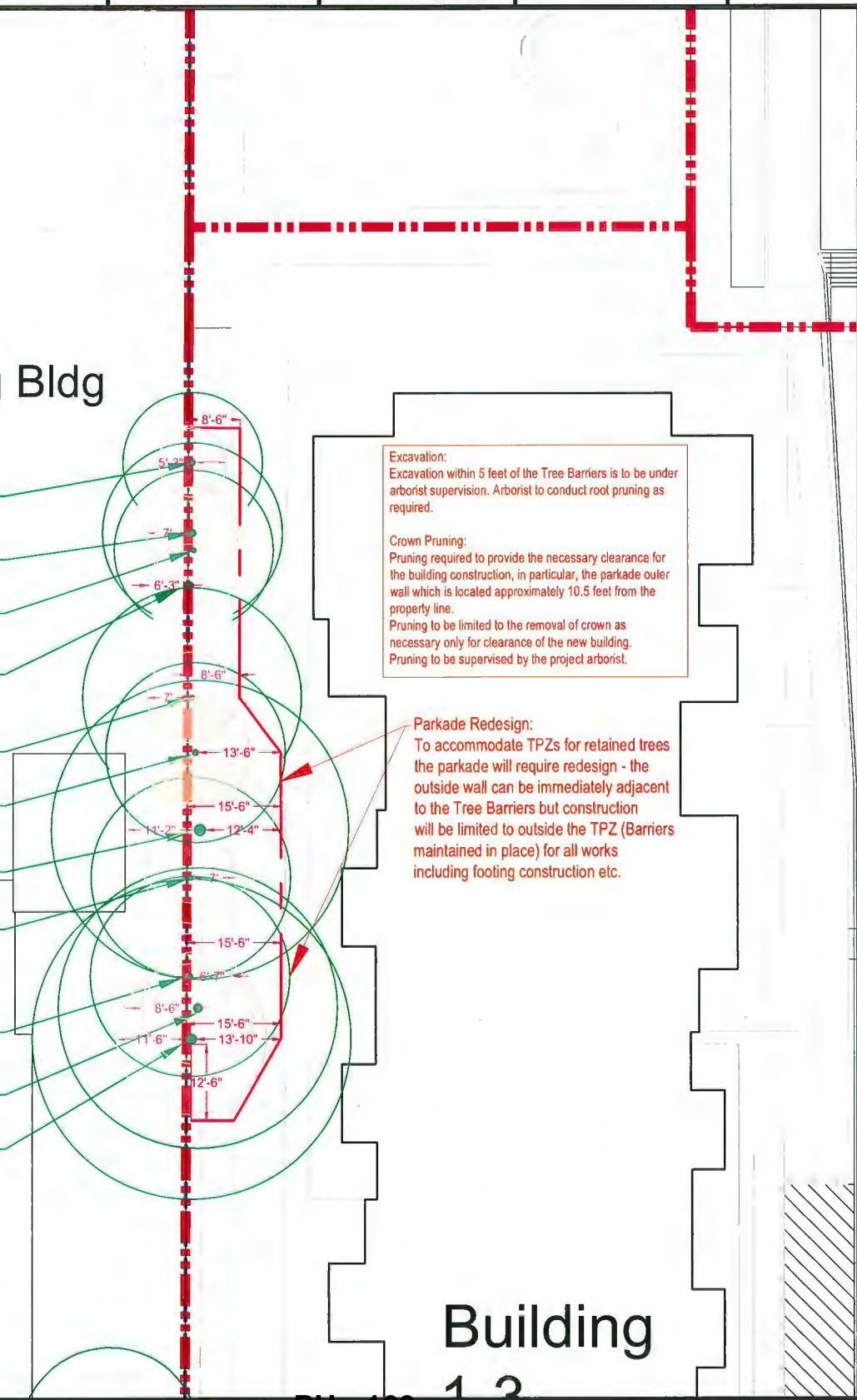
Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculators and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.

Existing Bldg

- 46
- 45
- 44
- 43
- 42
- 41
- 40
- 39
- 38
- 37
- 36



Excavation:
Excavation within 5 feet of the Tree Barriers is to be under arborist supervision. Arborist to conduct root pruning as required.

Crown Pruning:
Pruning required to provide the necessary clearance for the building construction, in particular, the parkade outer wall which is located approximately 10.5 feet from the property line.
Pruning to be limited to the removal of crown as necessary only for clearance of the new building.
Pruning to be supervised by the project arborist.

Parkade Redesign:
To accommodate TPZs for retained trees the parkade will require redesign - the outside wall can be immediately adjacent to the Tree Barriers but construction will be limited to outside the TPZ (Barriers maintained in place) for all works including footing construction etc.

Bldg

Building
1 2



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**Tree Management
Plan:
Amendment #2
Site 1 Bldg 3 - South
Tree Retention &
Protection Plan**

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Deline for:



Remove Tree

Tree Recommended
for Retention:



Tree Recommended
for Removal:



Undersize Tree:

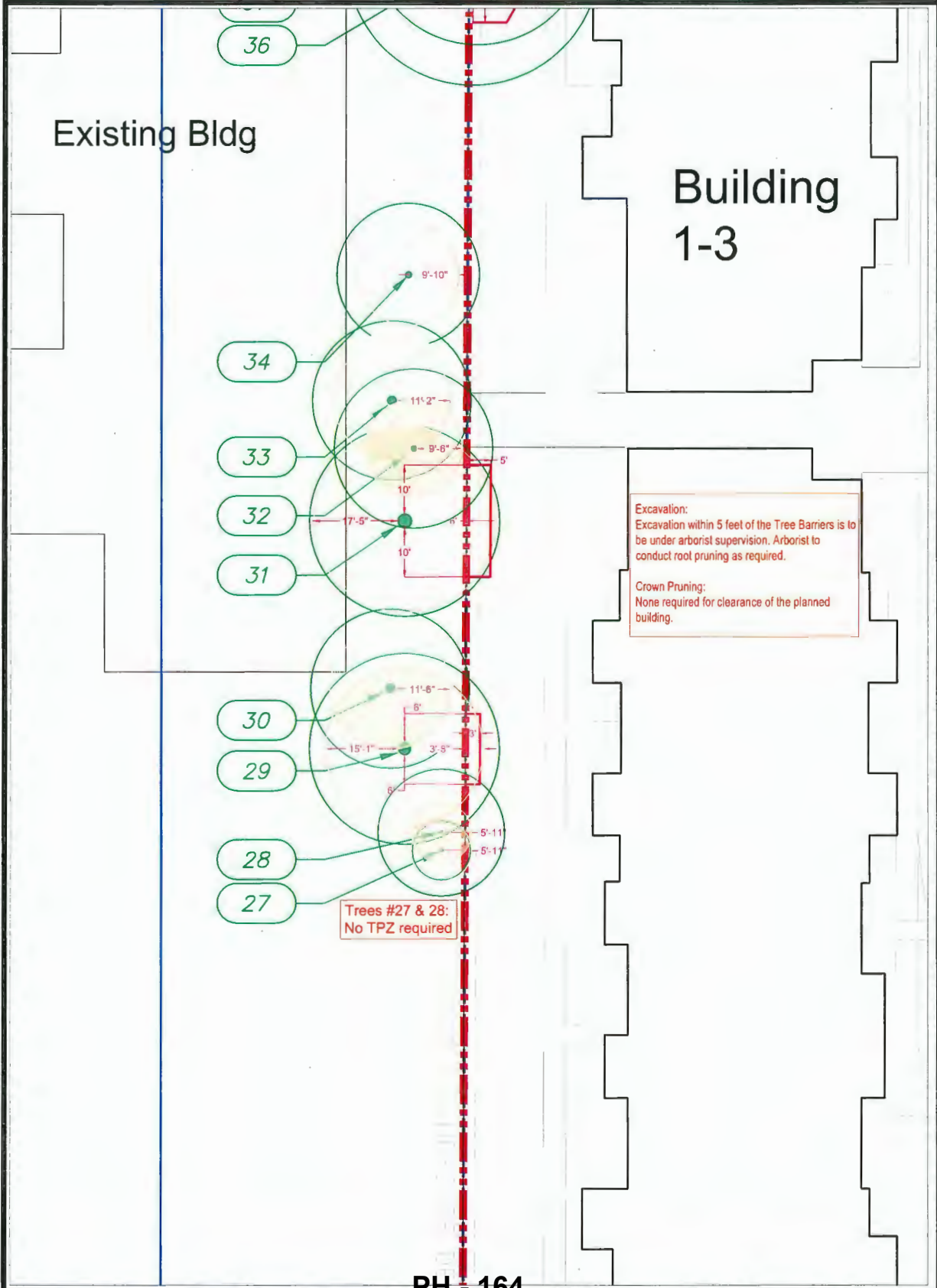
UT

Tree Protection Barrier:
(Outlines Tree Protection Zone)

Critical Root Zone:

Notes:

1. Where trees are densely clustered the crown outline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculators and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.





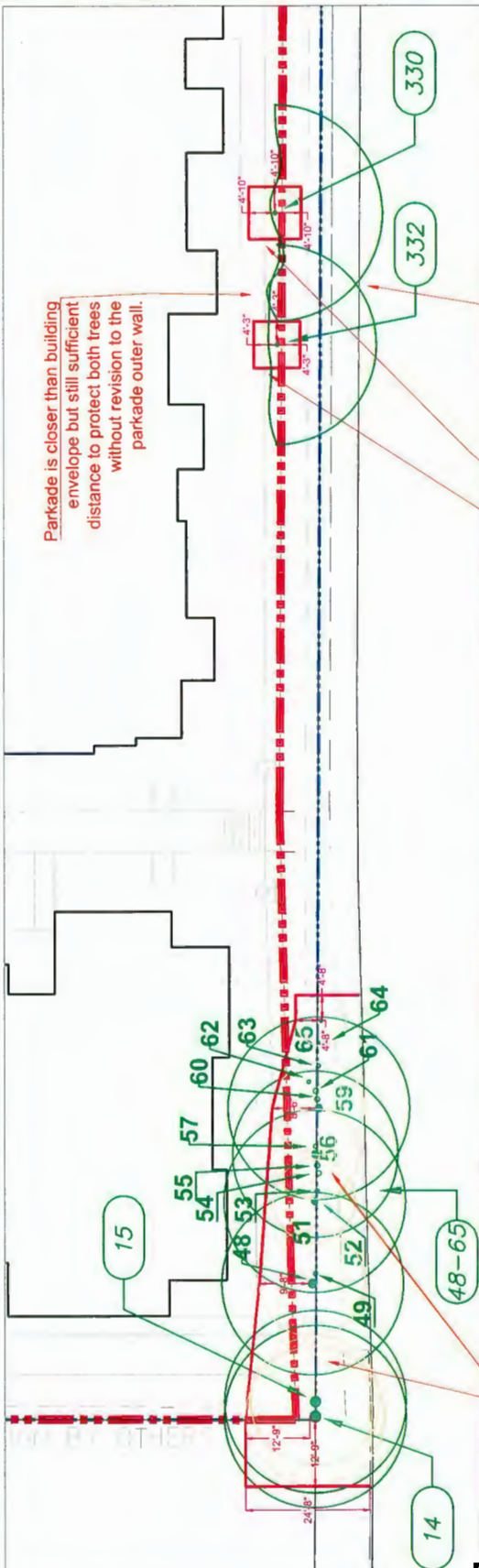
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Services**
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V4A 0C4

**Tree Management #2
Plan: Amendment #2
Site 1 Cambie Rd
Tree Retention &
Protection Plan**

Date: July 8, 2020
Client: Polygon Tallman Park Ltd.
Project: Tallman Park
Project Address: Cambie - Suesmith -
Capstan - Garden City
Richmond, B.C.

- Tree Recommended for Retention: ●
- Tree Recommended for Removal: ○
- Undersized Tree: UT ●
- Crown Dipside for: ○
- Retain Tree: ○
- Remove Tree: ○

Tree Protection Barrier: (Shows Tree Protection Zone)
Critical Road Zone:
Notes:
1. Where trees are densely clustered the crown dipside may not be shown for some trees to provide legibility.
2. Tree Protection Zone calculations are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Parkade is closer than building envelope but still sufficient distance to protect both trees without revision to the parkade outer wall.

Crowns of both trees are very asymmetrical with entirety of each crown on the south side of the trunk location at ground level - therefore no building conflict or pruning required on the development side.

SIDEWALK REDESIGN
Retention of Trees in this section will require relocation of the planned sidewalk to be 18 inches south of the trunks (outside edge) of the trees. This keeps the sidewalk essentially in its existing location for this section. Any reconstruction of the sidewalk or complete rebuild if required should not be a problem as the subgrade could be maintained and is thereby not impacting the underlying critical root zone.

ARBORIST SUPERVISION
Within TPZs, Arborist supervision of demolition of existing sidewalk and for new construction.

SIDEWALK REDESIGN & NEW RETAINING WALL
Sidewalk to require realignment from planned location. Given applicable grade changes, the sidewalk should be located outside of the TPZ as much as possible and at a minimum, any excavation required for the new sidewalk should be 3.5 feet south of the trunks (outside edge). A retaining wall will be required around part (at least the south side of CRZ where sidewalk grade is significantly higher than the natural grade of the CRZ) or all of the CRZ depending on landscaping plans and any other infrastructure planned for this area.



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Tree Management Plan: Amendment #2 Site 1 Tree Retention & Removal Plan

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



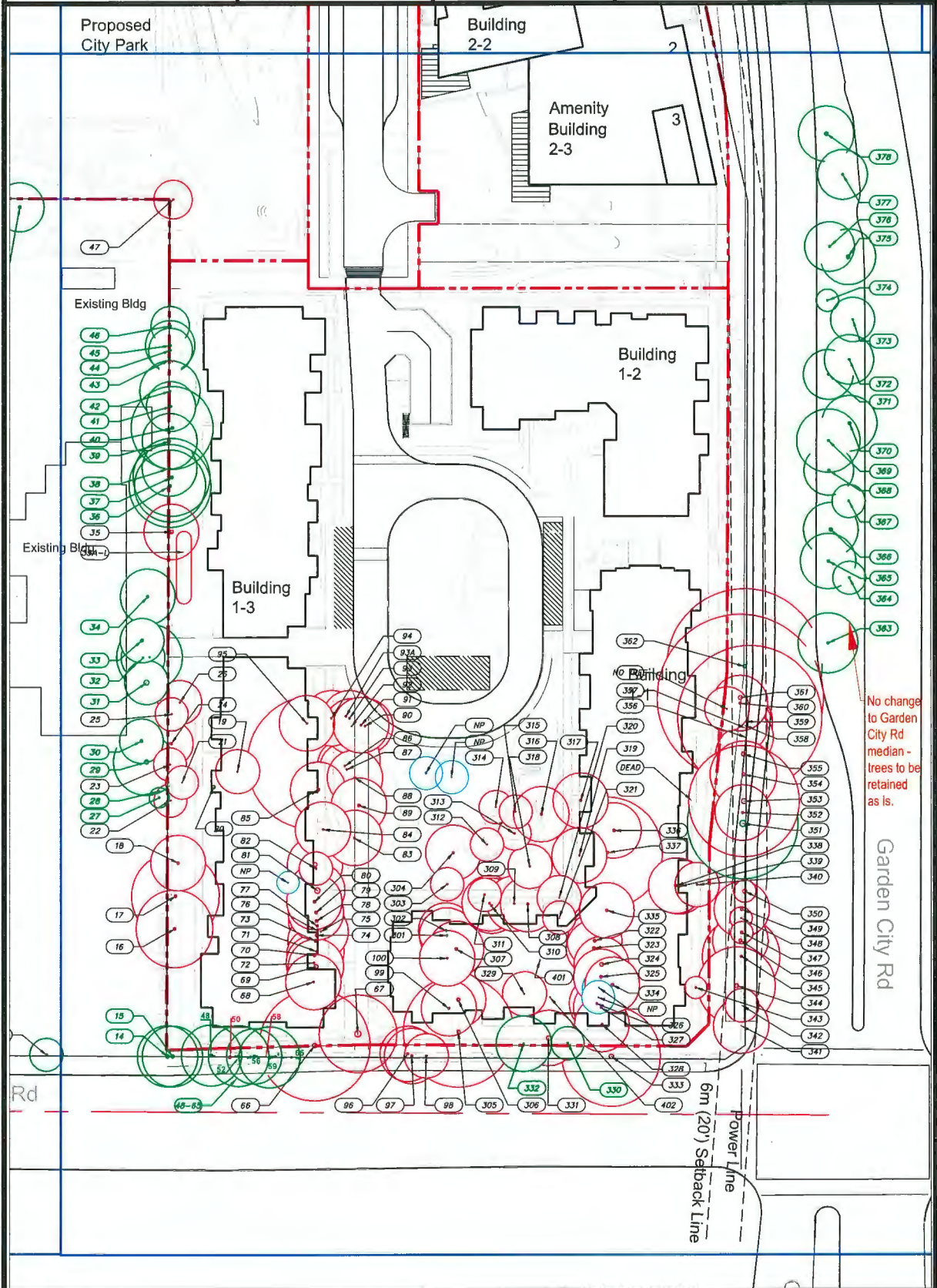
Tree Protection Barrier:
(Outlines Tree Protection Zone)



Critical Root Zone:



Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



No change to Garden City Rd median - trees to be retained as is.

Garden City Rd



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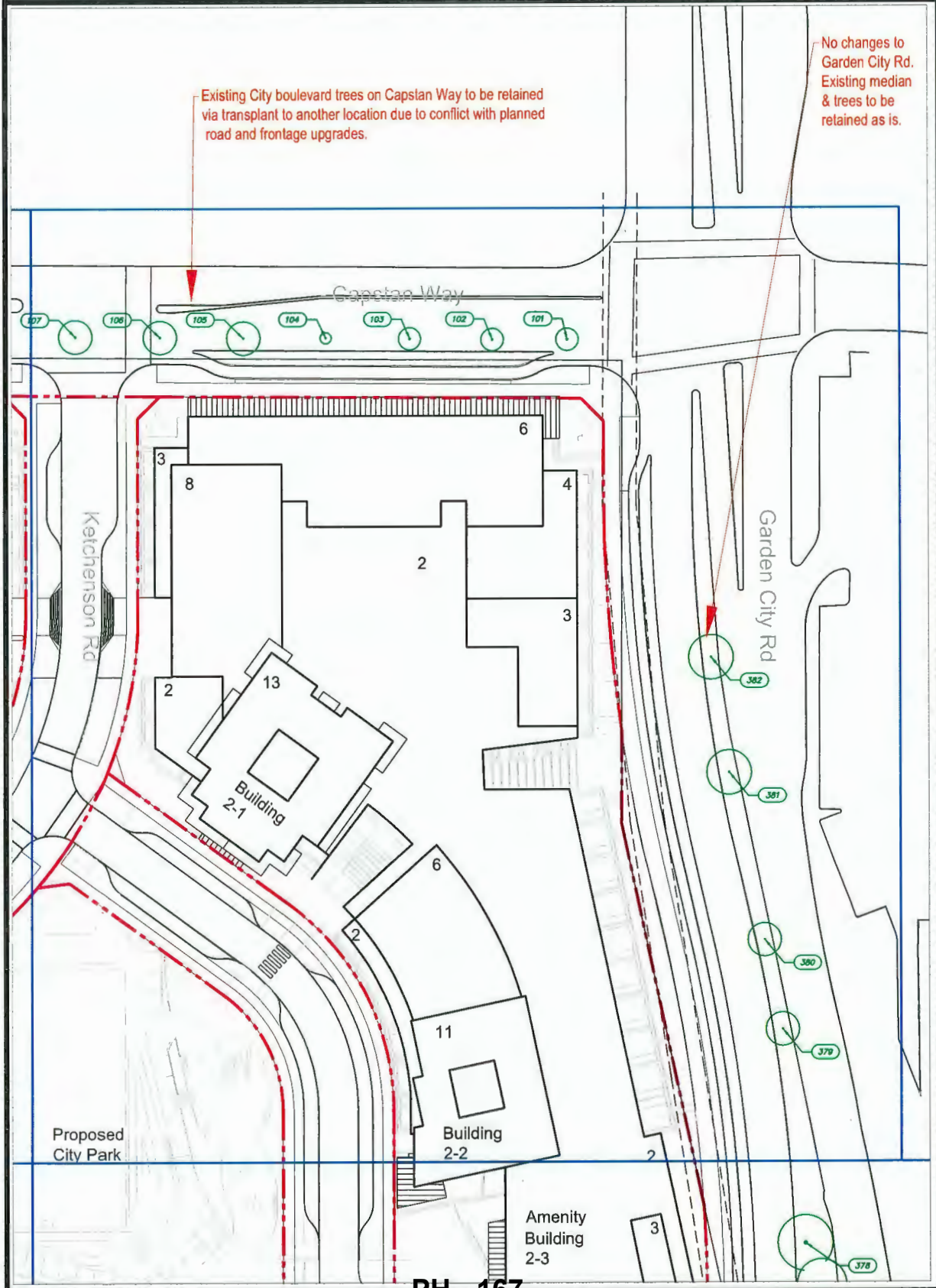
**Tree Management Plan:
Amendment #2
Site 2
Tree Retention & Removal Plan**

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.
Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:
Retain Tree (Green circle)
Remove Tree (Red circle)

Tree Recommended for Retention: ●
Tree Recommended for Removal: X
Undersize Tree: UT ●
Tree Protection Barrier: (Quiknes Tree Protection Zone)
Critical Root Zone: [Yellow shaded area]

Notes:
1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.



Existing City boulevard trees on Capstan Way to be retained via transplant to another location due to conflict with planned road and frontage upgrades.

No changes to Garden City Rd. Existing median & trees to be retained as is.



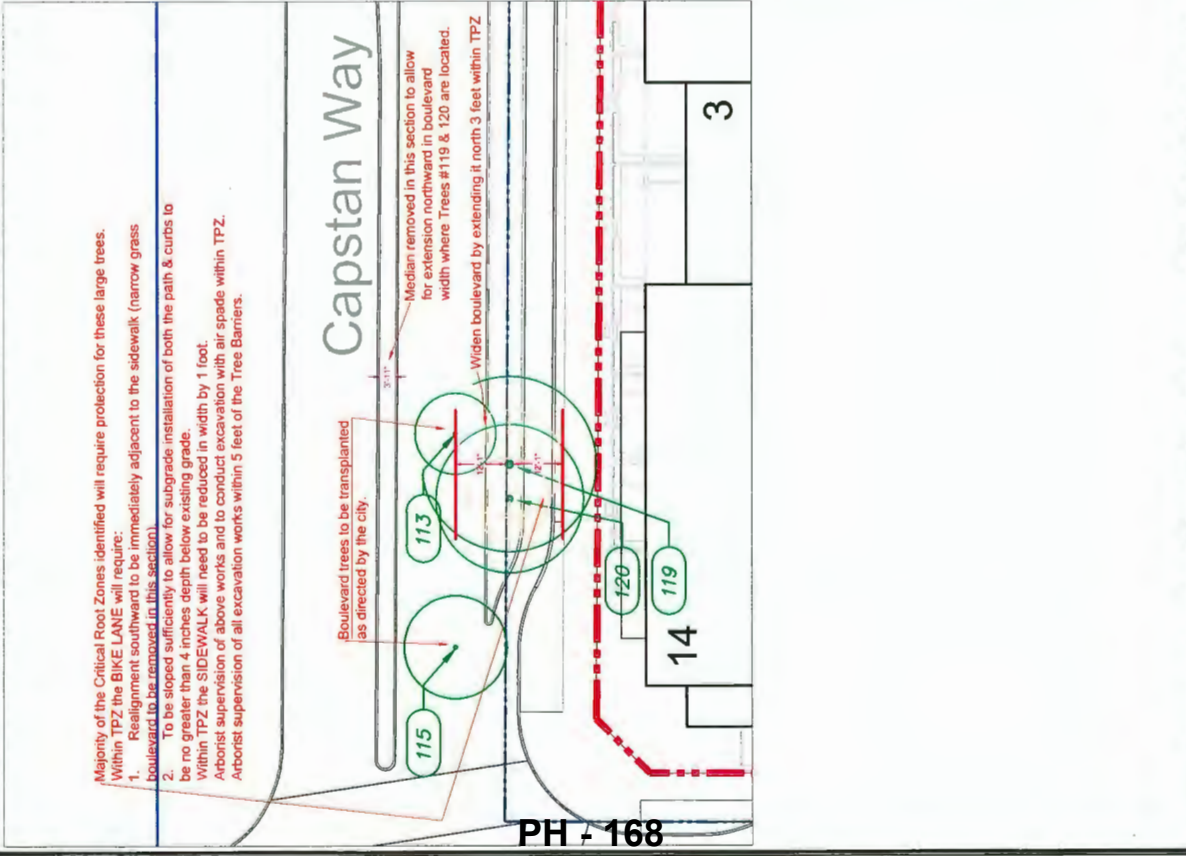
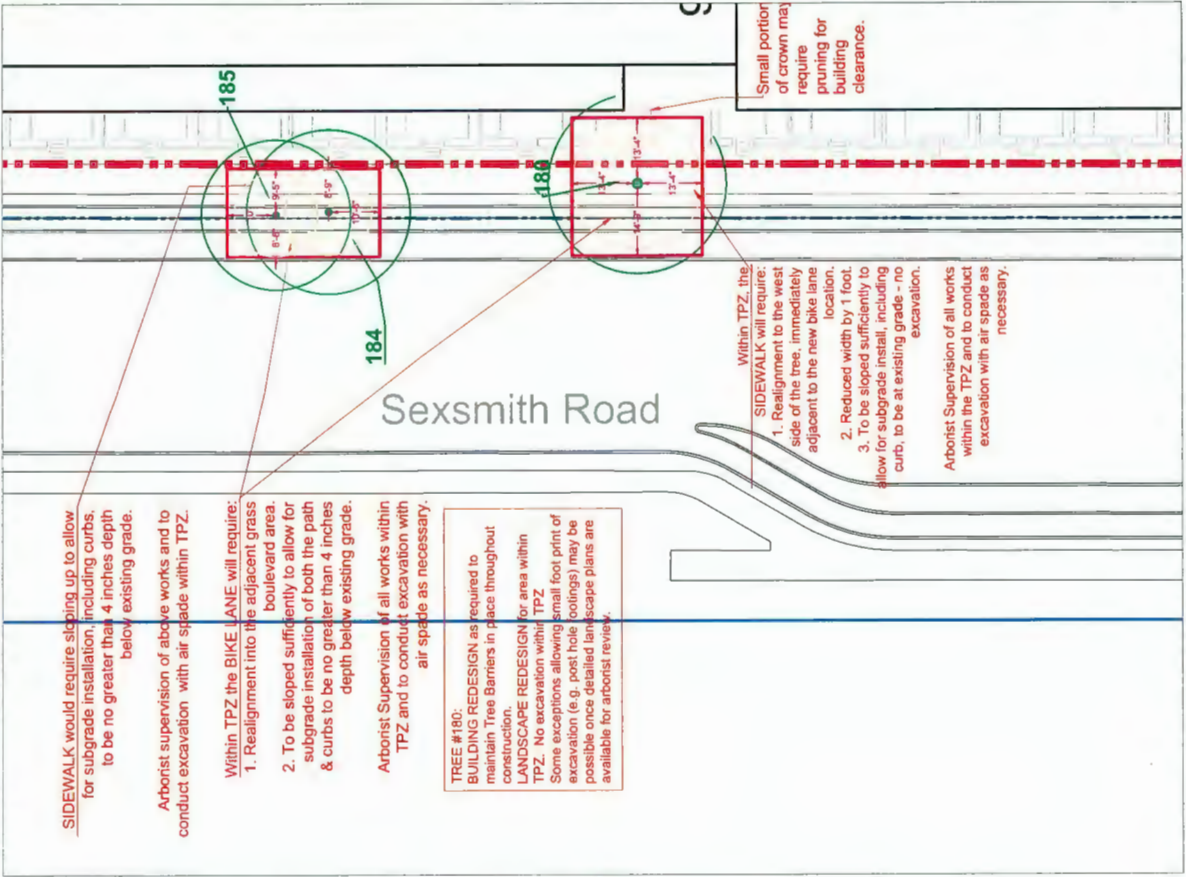
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V4A 0C4

**Tree Management #2
Plan: Amendment #2
Site 3**

Tree Retention & Protection Plan
Date: July 6, 2020
Client: Polygon Taleman Park Ltd.
Project: Taleman Park
Project Address: Cambie - Sexsmith - Capstan - Garden City Richmond, B.C.

Tree Recommended for Retention: ●
Tree Recommended for Removal: ○
Undersized Tree: ○
Crown Diameter for: ○
Retain Tree: ○
Remove Tree: ○
Tree Protection Barrier (Refer to Protection Zone)
Critical Root Zone: —

- Notes:
- Where trees are densely clustered the crown diameter may not be shown for some trees.
 - Trees recommended for retention are illustrated with DSH to scale (except for trees with numerous small stems).
 - Calculations and measurements for Tree Barrier, CRZ & TPZ are from the outside limits of the subject site.





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604-323-4270

Tree Management Plan: Amendment #2 Site 3 Tree Retention & Removal Plan

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dripline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:



Tree Protection Barrier:
(Outlines Tree Protection Zone)

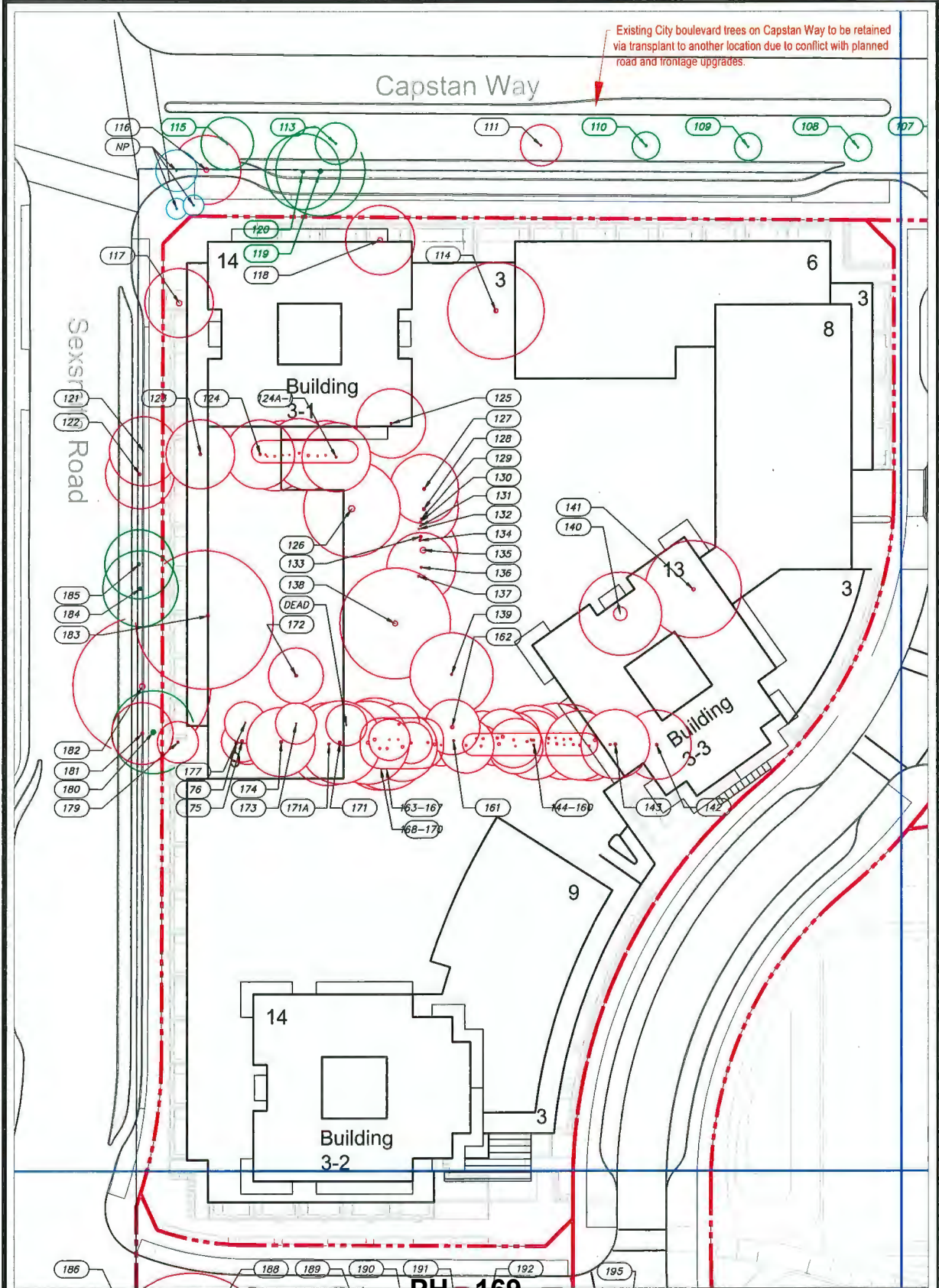


Critical Root Zone:



Notes:

1. Where trees are densely clustered the crown dripline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.





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Surrey, B.C.
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604-323-4270

**Tree Management Plan:
Amendment #2
Site 4
Tree Retention & Protection Plan**

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.
Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Drip-line for:



Retain Tree

Remove Tree

Tree Recommended for Retention:



Tree Recommended for Removal:



Undersize Tree:

UT

Tree Protection Barrier:
(Outlines Tree Protection Zone)



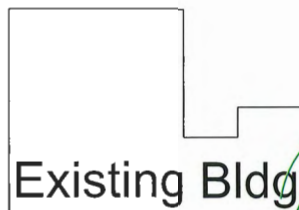
Critical Root Zone:



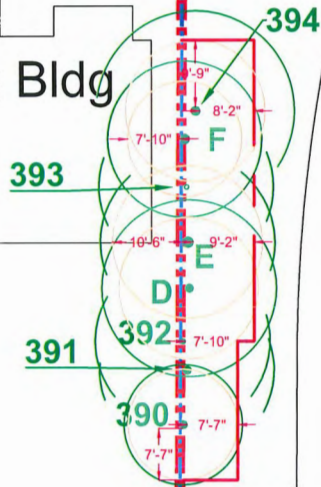
Notes:

- Where trees are densely clustered the crown drip-line may not be shown for some trees to provide legibility.
- Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
- Calculations and measurements for Tree Barriers, CRZ & TPZ are from the outside trunk of the subject tree.

EXCAVATION:
Excavation within 5 feet of the Tree Barriers is to be under arborist supervision. Arborist to conduct root pruning as required.



Existing Bldg





Pacific Sun Tree Services

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pacificsuntree.com

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130 - 1959 152 Street
Surrey, B.C.
V4A 0C4

604-323-4270

Tree Management Plan: Amendment #2 Site 4 Tree Retention & Removal Plan

Date: July 8, 2020
Client: Polygon Talisman Park Ltd.

Project: Talisman Park
Project Address: Cambie - Sexsmith
Capstan - Garden City
Richmond, B.C.

Crown Dipline for:



Tree Recommended for Retention:



Tree Recommended for Removal:



Under-size Tree:



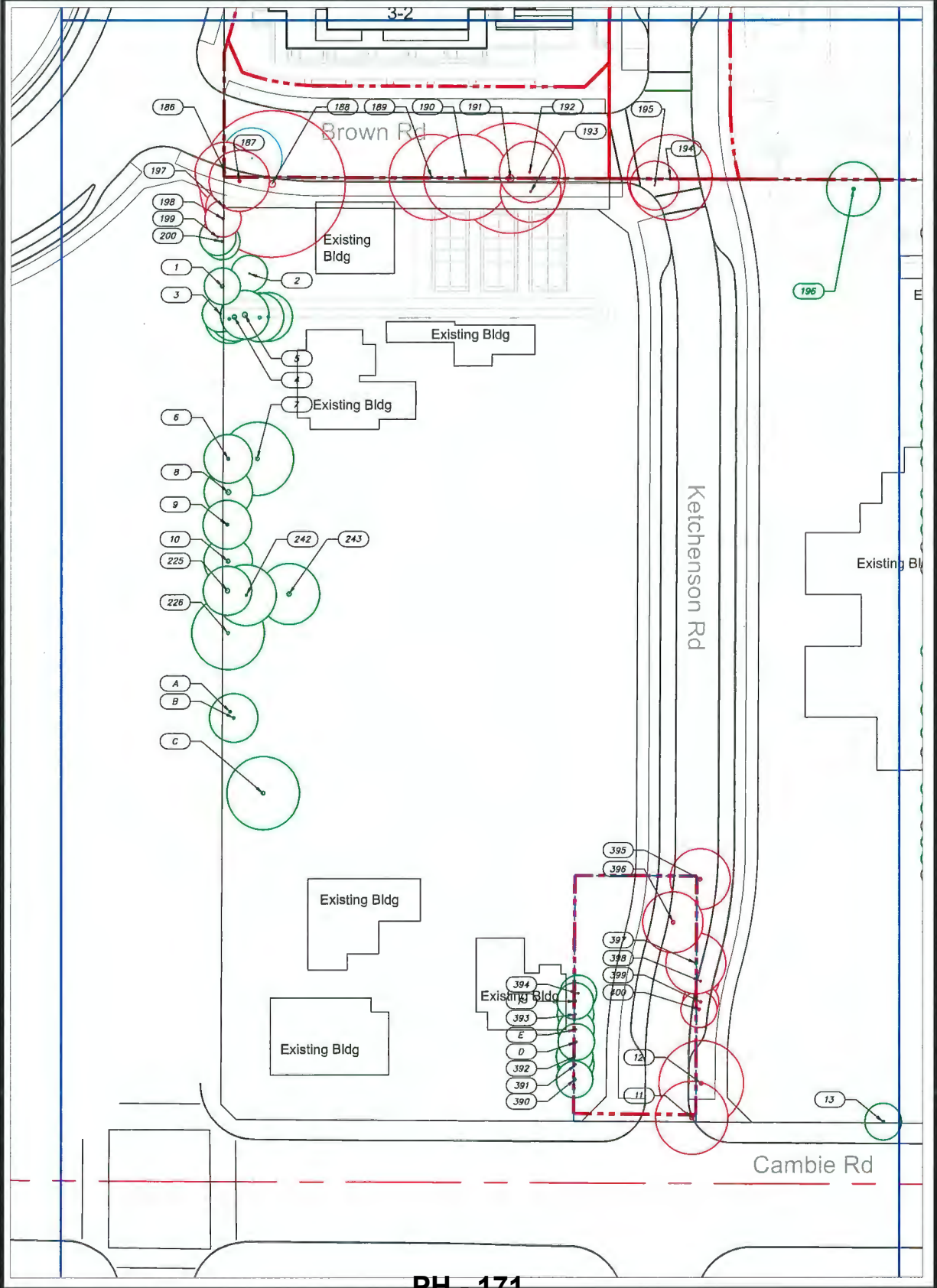
Tree Protection Barrier:
(Outlines Tree Protection Zone)



Critical Root Zone:



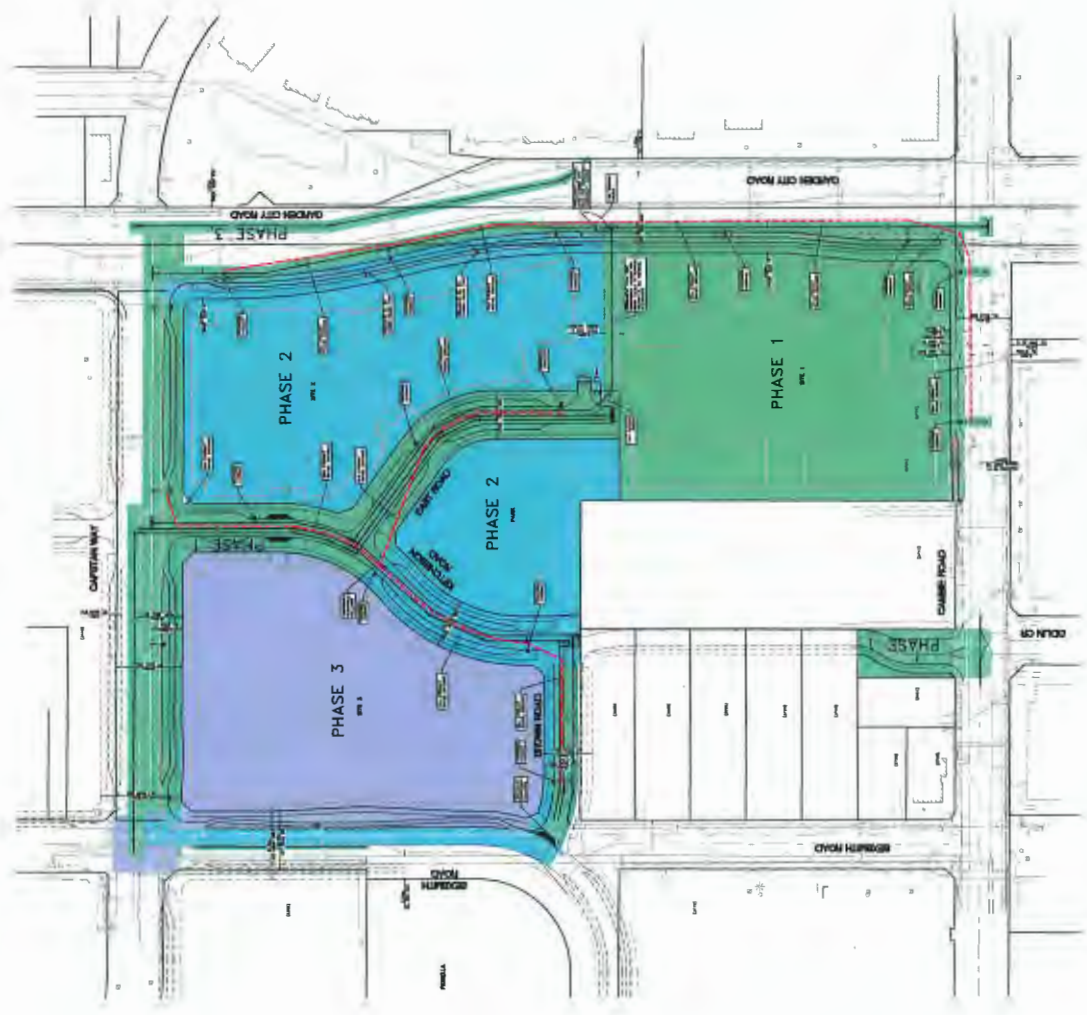
Notes:
1. Where trees are densely clustered the crown dipline may not be shown for some trees to provide legibility.
2. Trees recommended for retention are illustrated with DBH to scale (except for trees with numerous small stems).
3. Calculations and measurements for Tree Barriers, CHZ & TPZ see from the outside trunk of the subject tree.



Schedule F
Preliminary SA Phasing Plan



ALL PHASES



PHASE LEGEND

- PHASE 1
- PHASE 2
- PHASE 3

8511, No. 3, 2010, RICHMOND, B.C.

**PHASING KEYPLAN
ALL PHASES**

CITY FILE: .

DWG. NO: .

SCALE: .

DATE: .

REV. NO: .

REV. DATE: .

DATE: 2020/07/10
BY: C.A.
REVISION: PHASING PLAN PER CITY COMMENTS

DATE: 2019/09/24
BY: O.B.
REVISION: SECOND SUBMISSION

DATE: 2019/07/18
BY: M.L.
REVISION: FUNCTIONAL PLAN

DATE: .
BY: .
REVISION: .

DATE: 2020/07/10
BY: C.A.
REVISION: PHASING PLAN PER CITY COMMENTS

DATE: 2019/09/24
BY: O.B.
REVISION: SECOND SUBMISSION

DATE: 2019/07/18
BY: M.L.
REVISION: FUNCTIONAL PLAN

DATE: .
BY: .
REVISION: .

LOCAL DESCRIPTION: .

PROJECT: POLYGON CAPSTAN VILLAGE HOMES LTD.
900-1133 WEST BROADWAY STREET
VANCOUVER, B.C.
V6H 4R6

ENGINEER: CoreGroup
LAND DEVELOPMENT CONSULTANTS
120-1180 EASTERN AVENUE
VANCOUVER, B.C. V6L 1A1

ALL ELEVATIONS ARE TO FINISHED GRADE AND REFER TO BENCHMARK INDICATED.

ELEVATIONS ARE LISTED FROM THE BENCHMARK (THE LOCATED AT BROWN ROAD AND BROWN CREEK).

ELEVATION = 1.753m (CHECK OVER DATA)

ELEVATION: 1.753m

CITY WORK UNDER SP: .

CONTRACTOR WORK UNDER SP: .

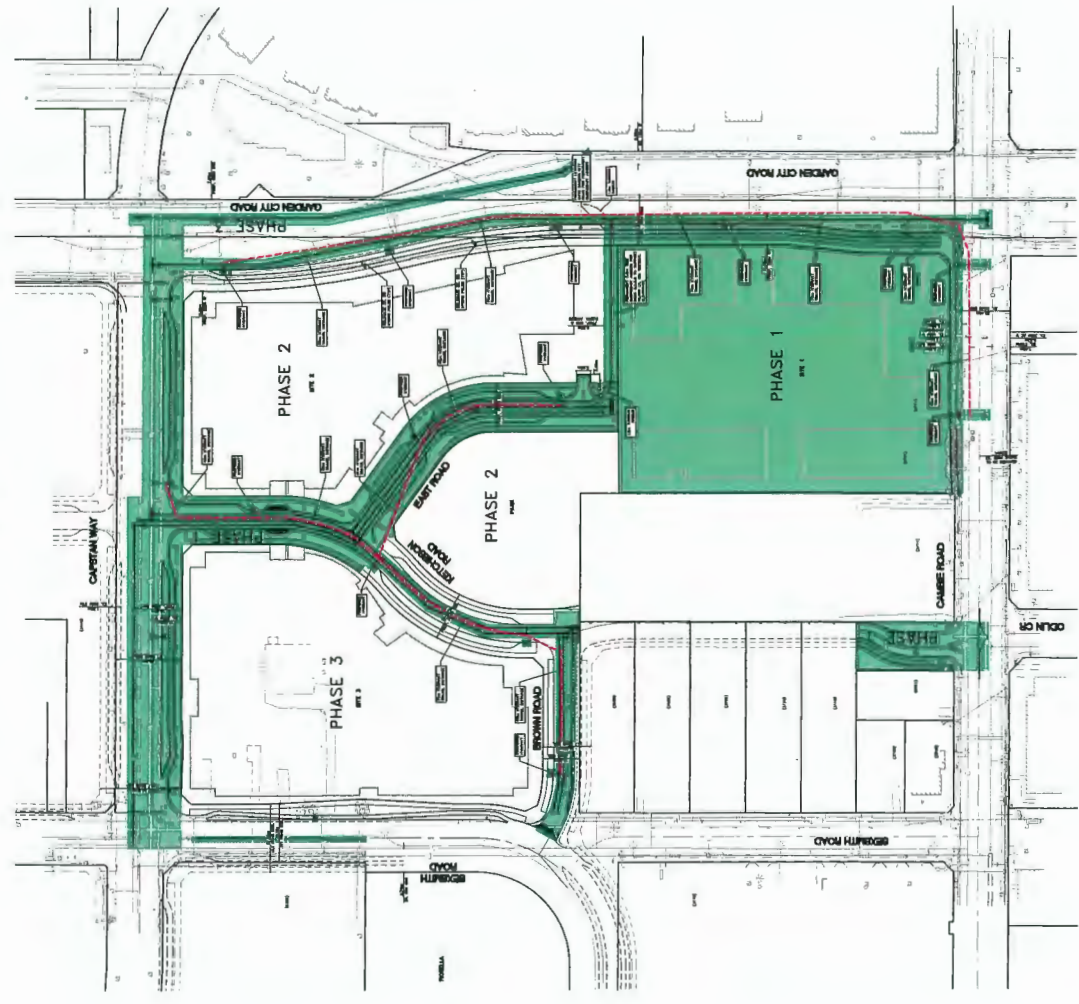
TOWER PROJECT NO: .

ACCOUNT NO: .

CONTRACTOR SHALL REFER TO ADJACENT SHEET FOR ALL OTHER UTILITY, SERVICE LOCATIONS, AND TO SHALL THE EXACT LOCATION OF THE UTILITY SHALL BE INDICATED BY THE CONTRACTOR. CONTRACTOR SHALL OBTAIN PERMISSION FROM THE UTILITY PROVIDER AND THE CITY OF RICHMOND TO LOCATE AND MARK THE UTILITY LOCATIONS.



PHASE 1



- PHASE 1, CIVIL WORKS:**
1. SANITARY SEWER:
 - a. INSTALL SANITARY SEWER ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - b. INSTALL SERVICE BENCHES AT INTERSECTION AS REQUIRED.
 2. STORM SEWER:
 - a. INSTALL STORM SEWER ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - b. INSTALL SERVICE BENCHES AT INTERSECTION AS REQUIRED.
 - c. INSTALL SERVICE BENCHES AT INTERSECTION AS REQUIRED.
 - d. INSTALL SERVICE BENCHES AT INTERSECTION AS REQUIRED.
 - e. INSTALL SERVICE BENCHES AT INTERSECTION AS REQUIRED.
 3. WATER MAINS & FIREWORKS:
 - a. INSTALL WATER MAINS ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - b. INSTALL FIREWORKS ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - c. INSTALL FIREWORKS ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - d. INSTALL FIREWORKS ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 - e. INSTALL FIREWORKS ON INTERSECTION ROAD TO EAST ROAD, EAST ROAD TO WEST ROAD, WEST ROAD TO CHRYSLER DRIVE, CHRYSLER DRIVE TO EAST ROAD.
 4. ROAD WORKS:
 - a. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 - b. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 - c. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 - d. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 - e. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 5. INTERSECTION MARKS:
 - a. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
 - b. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.
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 - e. INSTALL INTERSECTION MARKS AT INTERSECTION AS REQUIRED.

8811 No. 3 ROAD RICHMOND, B.C. V6V 2E1

PHASING KEYPLAN PHASE 1

CITY FILE: _____

DATE: _____

SCALE: _____

1 OF 1

THESE PLANS ARE THE PROPERTY OF POLYCON CAPSTAN VILLAGE HOMES LTD. NO PART OF THESE PLANS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF POLYCON CAPSTAN VILLAGE HOMES LTD.

DATE: _____

DESCRIPTION: _____

REVISIONS:

NO.	DATE	BY	CHK	DESCRIPTION
A	2019/07/10	D.B.	C.A.	REVISED PHASING PLAN PER CITY COMMENTS
B	2019/07/24	D.B.	C.A.	SECOND SUBMISSION
C	2019/07/10	D.B.	C.A.	REVISED PHASING PLAN PER CITY COMMENTS

POLYCON CAPSTAN VILLAGE HOMES LTD.
 900-1113 WEST BROADWAY STREET
 VANCOUVER, BC V6C 1A5
 TEL: (604) 681-1113
 FAX: (604) 681-1114

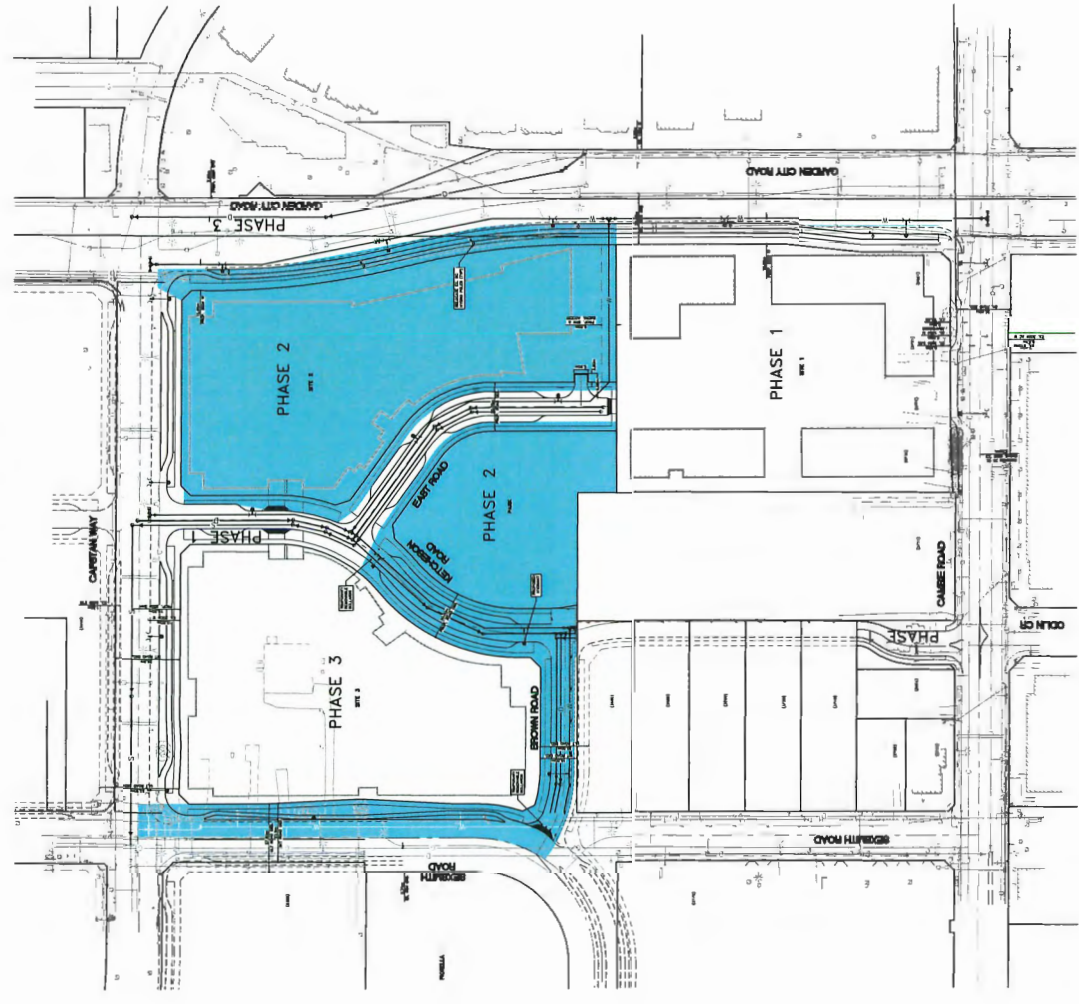
CoreGroup
 ENGINEERS
 1400 GARDEN CITY ROAD
 VANCOUVER, BC V6H 1A5
 TEL: (604) 681-1113
 FAX: (604) 681-1114

NOTES:

1. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
2. ELEVATIONS ARE ZONED FROM THE BENCHMARK (IF NOT LOCATED AT BROWN BENCH AND BROWN GATE).
3. BENCHMARK: 1.782m (CHECK OVER DATA).
4. CITY WORK: CHECK UP.
5. CHECKER: B.A. (B.A. 10/10/10).
6. ACCOUNT: 101.

CONTRACTOR SHALL VERIFY BY SURVEY FOR ALL CIVIL WORKS, GRADE, ELEVATIONS, AND LOCATIONS. THE CONTRACTOR SHALL VERIFY THE BENCHMARK IS LOCATED AT BROWN BENCH AND BROWN GATE. THE CONTRACTOR SHALL VERIFY THE BENCHMARK IS LOCATED AT BROWN BENCH AND BROWN GATE. THE CONTRACTOR SHALL VERIFY THE BENCHMARK IS LOCATED AT BROWN BENCH AND BROWN GATE.

PHASE 2



NOTES:
 1. GENERAL NOTES:
 A. GENERAL CONTRACTOR SHALL PROVIDE ALL UTILITIES AND SERVICES TO BE INSTALLED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND.
 B. ALL UTILITIES SHALL BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
 C. ALL UTILITIES SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE CITY OF RICHMOND STANDARDS AND SPECIFICATIONS.
 D. ALL UTILITIES SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE CITY OF RICHMOND STANDARDS AND SPECIFICATIONS.
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GRAPHIC SCALE
 1" = 100'
 1/8" = 10'

TITLE
 PHASING KEY PLAN
 PHASE 2

CITY FILE: []
 DWG. NO.: []
 CHECKED: []
 DATE: []
 SCALE: []
 SHEET NO.: [] OF []

LOCAL DESCRIPTION
 THE PROJECT IS A DEVELOPMENT OF [] UNITS OF RESIDENTIAL HOUSING TO BE DEVELOPED IN PHASE 2 OF THE PROJECT. THE DEVELOPMENT WILL BE CONSISTENT WITH THE CITY OF RICHMOND ZONING AND SUBDIVISION ORDINANCES.

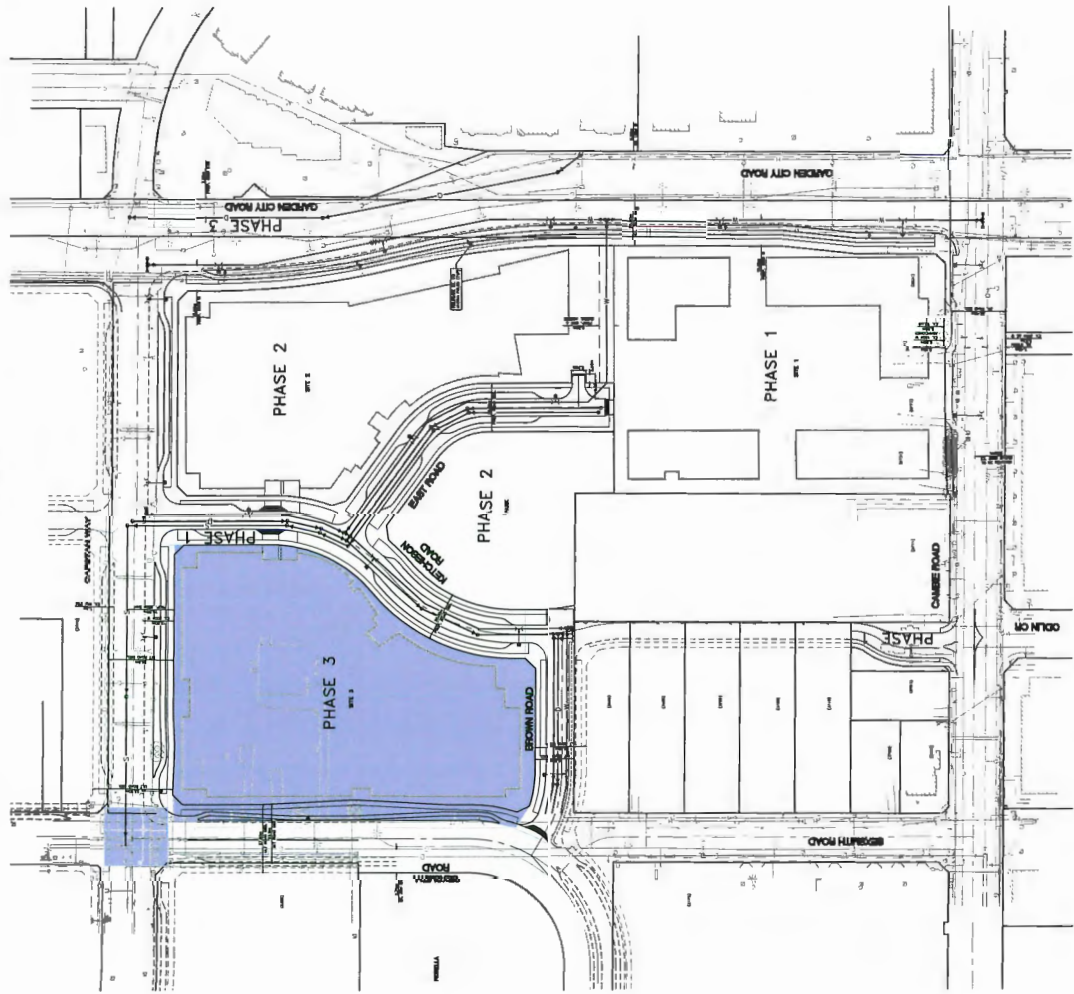
NO.	DATE	BY	DESCRIPTION
C	2020/07/10	D.A.	REVISED PHASING PLAN PER CITY COMMENTS
B	2019/09/24	D.E.	SECOND SUBMISSION
A	2019/07/10	D.E.	PRELIMINARY PLAN

ENGINEER
 POLYGON CAPSTAN VILLAGE HOMES LTD.
 500-133 WEST BROADWAY STREET
 RICHMOND, ONTARIO L4B 1M1

ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 ELEVATIONS ARE SHOWN FROM THE FINISHED GRADE AT BROWN ROAD AND BROWN CREEK.

CHECK ELEVATIONS FOR THE CONTRACTOR SHALL REFER TO DRAWINGS FOR ALL OTHER UTILITIES, SERVICE CONNECTIONS AND RECORDS FROM OTHER PROJECTS TO BE INSTALLED IN THE SAME AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND.

PHASE 3



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CONTRACTOR SHALL REFER TO DRAWING FOR ALL CROSS SECTIONS, GRADE ELEVATIONS AND BE BOUND BY THE DIMENSIONS AND LOCATIONS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND ALL OTHER RELEVANT AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND ALL OTHER RELEVANT AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND ALL OTHER RELEVANT AGENCIES.

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ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. ELEVATIONS ARE GIVEN FROM THE BENCHMARK (BM) LOCATED AT BROWN ROAD AND BROWN AVE. ELEVATION = 1.782m (DATA FROM DATA) ELEVATION = 1.782m CITY WORKS BENCH MARK TENDER PROJECT NO ACCOUNT NO

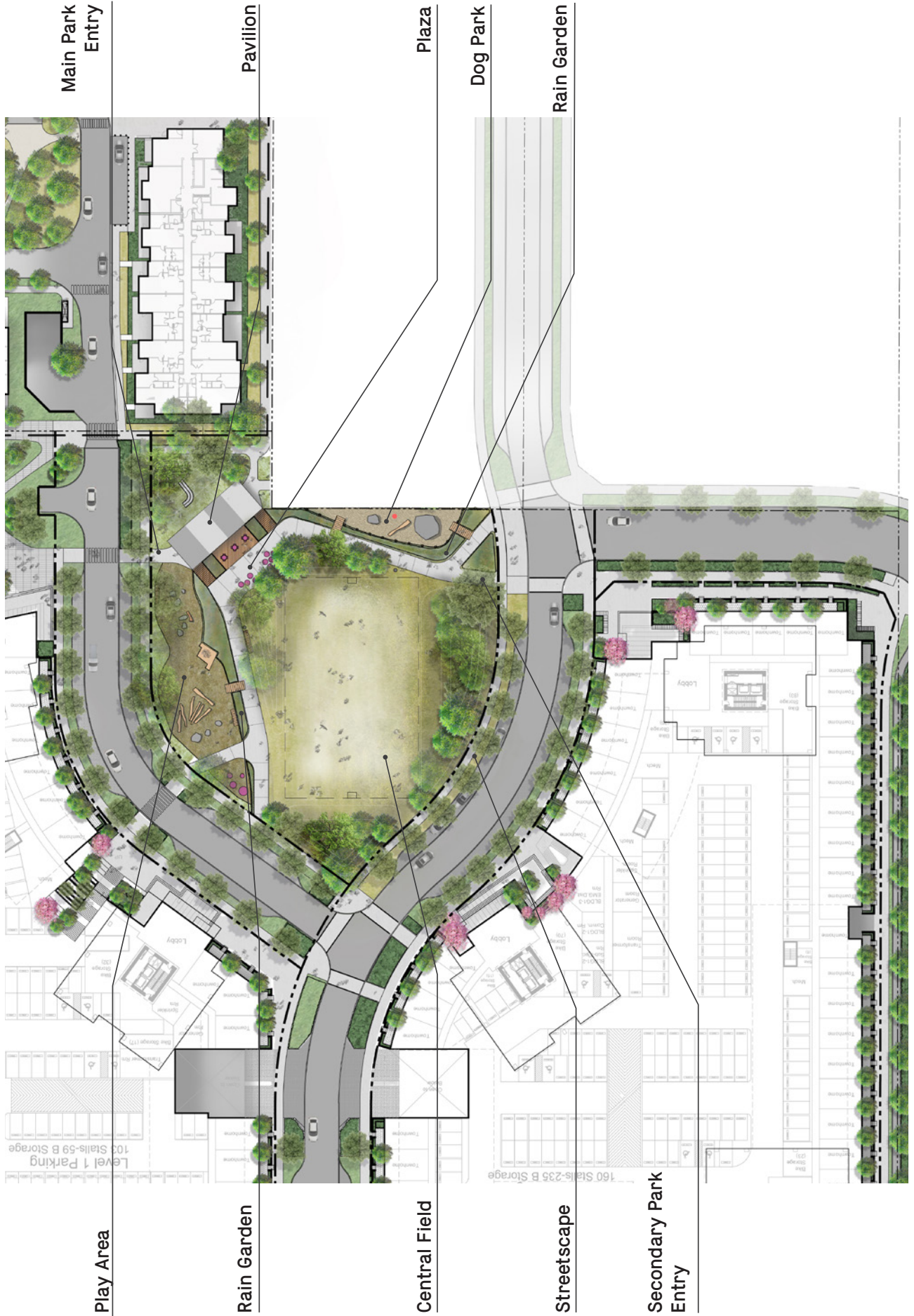
DEVELOPER: POLYCON CAPSTAN VILLAGE HOMES LTD. 900-1335 WEST BROADWAY STREET VANCOUVER, BC V6C 2E1
 ENGINEER: CoreGroup 28-3880 BRIDGEWAY COURT VANCOUVER, BC V6N 1C1
 DATE: 2024/07/10
 DRAWN BY: C.K.
 CHECKED BY: C.K.
 SECOND SUBMISSION
 REVISIONS

DATE: 2024/07/10
 DRAWN BY: C.K.
 CHECKED BY: C.K.
 SECOND SUBMISSION
 REVISIONS

DATE: 2024/07/10
 DRAWN BY: C.K.
 CHECKED BY: C.K.
 SECOND SUBMISSION
 REVISIONS

PHASING KEYPLAN
 PHASE 3
 CITY FILE: 0811 No. 3 ROAD RICHMOND, B.C. V6V 2E1
 DATE: 2024/07/10
 SCALE: 1:1000
 SHEET NO. 1 OF 1

Talisman Park Conceptual Site Plan



Main Park Entry

Pavilion

Plaza

Dog Park

Rain Garden

Play Area

Rain Garden

Central Field

Streetscape

Secondary Park Entry



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

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

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

“20.47 Residential / Limited Commercial (ZMU47) – Capstan Village (City Centre)

20.47.1 Purpose

The **zone** accommodates low rise and high-rise apartments within the **City Centre**, plus a limited amount of **commercial use** and compatible **secondary uses** and additional **uses**. Additional **density** is provided to achieve, among other things, **City** objectives in respect to **affordable housing units, market rental units, child care**, amenity, **commercial use**, and the Capstan Canada Line station.

20.47.2 Permitted Uses

- child care
- congregate housing
- housing, apartment
- housing, town

20.47.3 Secondary Uses

- boarding and lodging
- community care facility, minor
- district energy utility
- home business
- home-based business
- park

20.47.4 Additional Uses

- amenity space, community
- animal grooming
- broadcast studio
- cultural and education uses
- education, commercial
- government service
- health service, minor
- library and exhibit
- manufacturing, custom indoor
- office
- recreation, indoor
- religious assembly
- restaurant
- retail, convenience
- retail, general
- retail, second hand
- service, business support

- **service, financial**
- **service, household repair**
- **service, personal**
- **studio**
- **vehicle rental, convenience**
- **veterinary service**

20.47.5 Permitted Density

1. The maximum **floor area ratio** is:
 - a) 0.6 within the areas indicated as "A" and "B" in Section 20.47.4, Diagram 1; and
 - b) 1.2 within the area indicated as "C" in Section 20.47.4, Diagram 1;

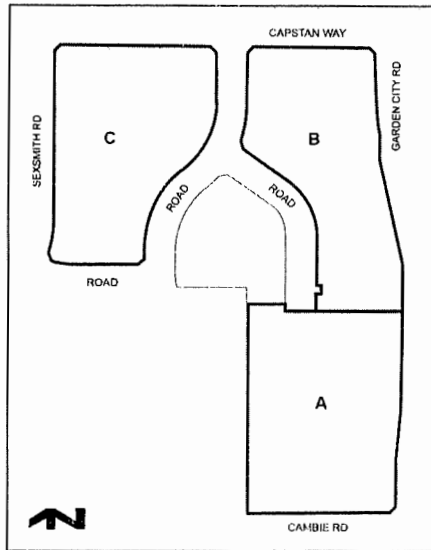
together with up to an additional 0.1 **floor area ratio** provided that this additional **floor area ratio** is used entirely to accommodate indoor **amenity space**.
2. For the areas within the City Centre indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, notwithstanding Section 20.47.5.1:
 - a) Together with land dedicated to the City for road and park purposes that is eligible for FAR calculation purposes: 2.10. Specifically, the referenced maximum **floor area ratio** is increased:
 - i) for "A": from "0.6" to "2.10";
 - ii) for "B": from "0.6" to "2.61"; and
 - iii) for "C": from "1.2" to "3.91";

Provided that:

- b) the **site** is located in the Capstan Station Bonus Map area designated by the **City Centre Area Plan**;
- c) the **owner** pays a sum into the **Capstan station reserve** as specified in Section 5.19 of this bylaw;
- d) the **owner** grants to the **City**, via a statutory **right-of-way, air space parcel**, or fee simple **lot**, as determined at the sole discretion of the **City**, rights of public use over a suitably landscaped area of the **site** for **park** and related purposes at a rate of 5.0 m² per **dwelling unit** based on the combined total number of **dwelling units** within the areas indicated as "A", "B", and "C" in Section 20.47.4, Diagram 1, or 6,992 m², whichever is greater;
- e) the **owner** dedicates not less than 11,033 m² of land within the **site** to the **City** as **road**, including not less than 783.86 m² of land located in the Village Centre Bonus Area designated by the **City Centre Area Plan**;

- f) the **owner** provides within the area indicated as "B" in Section 20.47.4, Diagram 1, one contiguous interior **building** space, situated at **grade** and fronting Capstan Way, and comprising at least 783.86 m², for non-residential purposes, including **convenience retail uses** (e.g. large format grocery store; drug store), **minor health services uses**, pedestrian-oriented **general retail uses**, or other uses important to the viability of the Village Centre as determined to the satisfaction of the **City**;
- g) for the 783.86 m² area resulting from the additional 1.0 **density bonus floor area ratio** for non-residential purposes indicated in Section 20.47.5.2(f), the **owner** pays a sum to the City in lieu of granting 5% of the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building** area) to the **City** as **community amenity space** based on 5% of the **density bonus floor area**:
 - i) multiplied by the "equivalent to construction value" rate of \$8,992.14 per square meter, if the payment is made within one year of third reading of the zoning amendment bylaw; or
 - ii) thereafter, multiplied by the "equivalent to construction value" rate of \$8,992.14 per square meter adjusted by the cumulative applicable annual changes to the Statistics Canada "Non-Residential Building Construction Price Index" for Vancouver, where such change is positive;
- h) the **owner** provides within the area indicated as "A" in Section 20.47.4, Diagram 1, not less than 150 **affordable housing units** and the combined **habitable space** of the total number of **affordable housing units** would comprise at least 10% of the total residential **building** area within the areas indicated as "A", "B" and "C" in Section 20.47.4, Diagram 1, excluding the **building** area of **market rental units**;
- i) the **owner** enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against title to the **lot**, and files a notice in the Land Title Office;
- j) the **owner** provides within the area indicated as "A" in Section 20.47.4, Diagram 1, no less than 65 **market rental units** having a combined **floor area** of at least 5,312 m²;
- k) the **owner** enters into a **market rental agreement** with the **City** for the **market rental units** and registers it against title to the **lot**; and
- l) the **owner** transfers ownership of not less than a 4,748 m² of land within the **site** to the **City** for **park** and related purposes; which shall be included in the suitably landscaped area of the site transferred by the **owner** to the **City** in compliance with Section 20.47.5.2(d), provided that such 4,748 m² area is provided to the **City** as a fee simple **lot**.

Diagram 1



20.47.6 Permitted Lot Coverage

1. The maximum **lot coverage** for **buildings** is:
 - a) 60% within the area indicated as "A" in Section 20.47.4, Diagram 1; and
 - b) 90% within the areas indicated as "B" and "C" in Section 20.47.4, Diagram, including landscaped roofs over **parking spaces**.

20.47.7 Yards & Setbacks

1. Minimum **setbacks** shall be:
 - b) for **road** and **park setbacks**, measured to a **lot line** or the boundary of an area granted to the **City** for **road** or **park** purposes: 6.0 m, but may be reduced to 3.0 m if a proper interface is provided as specified in a Development Permit approved by the **City**;
 - c) for interior **side yard setbacks**, measured to a **lot line** or the boundary of an area granted to the **City** for **road** or **park** purposes: 6.0 m, but may be reduced to 0.0 m if a proper interface is provided as specified in a Development Permit approved by the **City**; and
 - d) for parts of a **building** situated below finished **grade**, measured to a **lot line**: 0.0 m.
2. Architectural features such as cornices, leaders, pilasters, and sills may project into a required **setback** but may not project more than a distance of 0.75 m if a proper interface is provided as specified in a Development Permit approved by the **City**.

20.47.8 Permitted Heights

1. The maximum **building height** for the areas indicated as “A”, “B”, and “C” in Section 20.47.4, Diagram 1, shall be:
 - a) for “A”: 25.0 m;
 - b) for “B”: 35.0 m, but may be increased to 45.0 m if a proper interface is provided with adjacent **buildings** and areas secured by the **City** for **park** purposes, as specified in a Development Permit approved by the **City**; and
 - c) for “C”: 45.0 m.
2. The maximum **height** for **accessory buildings** is 5.0 m.
3. The maximum **height** for **accessory structures** is 12.0 m.

20.47.9 Subdivision Provisions

1. The minimum **lot** area for the areas indicated as “A”, “B”, and “C” in Section 20.47.4, Diagram 1, shall be:
 - a) for “A”: 13,700 m²;
 - b) for “B”: 12,300 m²; and
 - c) for “C”: 12,700 m².

20.47.10 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

20.47.11 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the provisions of Section 7.0, EXCEPT that:
 - a) **City Centre** Parking Zone 1 rates shall apply for the purpose of minimum number of **parking spaces**; and
 - b) large size **loading spaces** shall not be required.

20.47.12 Residential Rental Tenure

1. For the purposes of this zone, **residential rental tenure** means, in relation to a **dwelling unit** in a multi-family residential **building**, occupancy of a **dwelling unit** that includes an **affordable housing unit** in accordance with a **housing agreement** registered on title or a **market rental unit** in accordance with a **market rental agreement** registered on title, and governed by a tenancy agreement that is subject to the *Residential Tenancy Act* (BC), as may be amended or replaced from time to time.

2. A minimum of 215 **dwelling units** shall be **residential rental tenure**.

20.47.13 Other Regulations

1. **Additional uses** listed in Section 20.47.4 are only permitted within the area indicated as "B" in Section 20.47.4, Diagram 1 and shall be located on the **first storey** of any **building**.
 2. **Telecommunication antenna** must be located a minimum 20.0 m above the ground (i.e., on a roof of a **building**).
 3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it:

2.1. RESIDENTIAL / LIMITED COMMERCIAL (ZMU47) – CAPSTAN VILLAGE (CITY CENTRE).

Those areas shown cross-hatched and indicated as "A", "B", and "C" on "Schedule "A" attached to and forming part of Bylaw 10198".

2.2. SCHOOL & INSTITUTIONAL USE (SI).

That area shown cross-hatched and indicated as "D" on "Schedule "A" attached to and forming part of Bylaw 10198".

3. This Bylaw may be cited as “Richmond Zoning Bylaw 8500, Amendment Bylaw 10198”.

FIRST READING

SEP 14 2020

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

LEGAL REQUIREMENTS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER

Schedule "A" attached to and forming part of Bylaw 10198

