

# Adjacent and Integrated Development (AID) Project Consent Process

*Guide for project owners*

February 2018

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*This guide is for project owners undertaking development adjacent to TransLink infrastructure and a companion document to the construction guidebook “Working Around SkyTrain Infrastructure”. Please note this guide is provided for general information purposes only and may be changed or updated without notice.*

*TransLink thanks PCI Development Corp and Ledcor Construction Ltd. For their significant contributions to the development of this guide*

## About TransLink

TransLink serves more than one million passengers every day and connects people, businesses and communities across Metro Vancouver. It operates an integrated regional transportation network consisting of buses, SkyTrain, West Coast Express commuter trains, SeaBus commuter ferries and HandyDART accessible buses and Park and Ride facilities. It owns, operates and maintains critical bridge infrastructure (Knight Street Bridge, Pattullo Bridge, Golden Ears Bridge and Westham Island Bridge) and it shares responsibility for the Major Road Network (MRN) with municipalities across Metro Vancouver. TransLink is authorized by the South Coast British Columbia Transportation Authority Act (SCBCTA Act) to maintain and protect its system and provide safe, continuous operation to the public. As stewards of the system, TransLink must diligently act in the public's best interest in all of its business affairs.

TransLink's Real Estate Division established the **Adjacent & Integrated Development (AID) Group** to facilitate development adjacent to TransLink's infrastructure, to manage and protect its property rights during development and to preserve the safe, secure and uninterrupted operation of the transit system during construction.

## About Transit-Oriented Communities and Development

**Transit-Oriented Communities (TOC)** are places that, by their design, encourage people to drive less and walk, cycle and take transit more often. **Transit-Oriented Developments (TOD)** are specific buildings or development projects that are located within 800 meters of a station or 400 meters of a major transit hub, and are fundamentally shaped by their close proximity to frequent transit hubs. TransLink **supports and encourages** the development of Transit-Oriented Communities. Each development has the potential to improve public access to transit, increase ridership levels and lower the per-passenger cost base. At the community level, it improves access to jobs, goods and services.

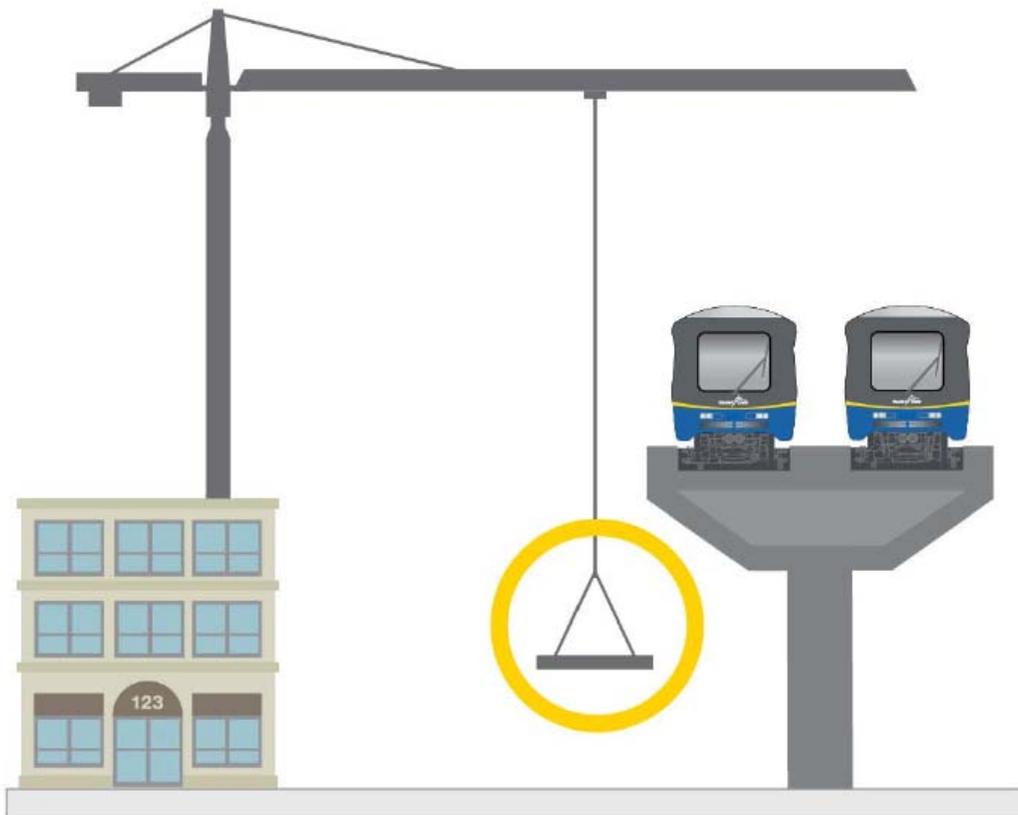
Sophisticated developers are embracing TOD concepts because they are seeing evidence of higher sales values<sup>1</sup>, more stable values during an economic downturn<sup>2</sup>, faster sales and increased profitability<sup>3</sup> compared to conventional projects without transit access. To learn more about Transit-Oriented Communities, you can download a variety of PDF documents and guidelines on our website. Visit [translink.ca](http://translink.ca), click on “Plans & Projects” on the main menu bar and then on “Transit-Oriented Communities”.

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<sup>1</sup> “The New Real Estate Mantra – Location Near Public Transportation”, p. 1-3, March 2013 <sup>2</sup> “The New Real Estate Mantra – Location Near Public Transportation”, p. 1-3, March 2013 <sup>3</sup> “Capturing The Value of Transit”, p. 17, November 2008

## Development and Construction Near TransLink Infrastructure

A project owner that is planning to build a transit-oriented development **adjacent** to TransLink's infrastructure (within 10-25 meters) must design it to respect TransLink's infrastructure, operational requirements and property rights. If the project is located *directly adjacent to a SkyTrain station*, the project owner may seek TransLink's permission to **integrate** the project with the station. TransLink will assess each project's potential for integration on a case-by-case basis. Integration will enhance access and connectivity for transit users and may result in significantly higher property value<sup>4</sup> for the owner.



<sup>4</sup> "The New Real Estate Mantra – Location Near Public Transportation", p. 1-3, March 2013

## Why Does a Project Owner Need TransLink's Consent?

A project owner needs TransLink's written consent prior to starting construction if one or more of the following applies:

1. The development property is **encumbered by one of TransLink's statutory right-of-way (SRW) agreements**. Among other things, these agreements prohibit project owners from building in the right of way area without having secured TransLink's prior written consent of the development plans.
2. The proposed development site **is located adjacent** to TransLink infrastructure; specifically, within 10 meters of infrastructure (i.e. SkyTrain guideway, bus loop, a bridge under TransLink's management, etc.), or within 25 meters of a SkyTrain station.
3. The **construction activities** will impact, interfere with or will have the potential to impact or interfere with, TransLink's infrastructure or operations.

The **purpose of consent** is to ensure that the form of development and the construction activities will:

1. Protect the safety of passengers, pedestrians, cyclists, drivers, construction workers and TransLink employees who use or are in the vicinity of TransLink's infrastructure.
2. Mitigate the risk of damage to TransLink infrastructure.
3. Maintain timely transportation operations and maintenance while minimizing community impacts.

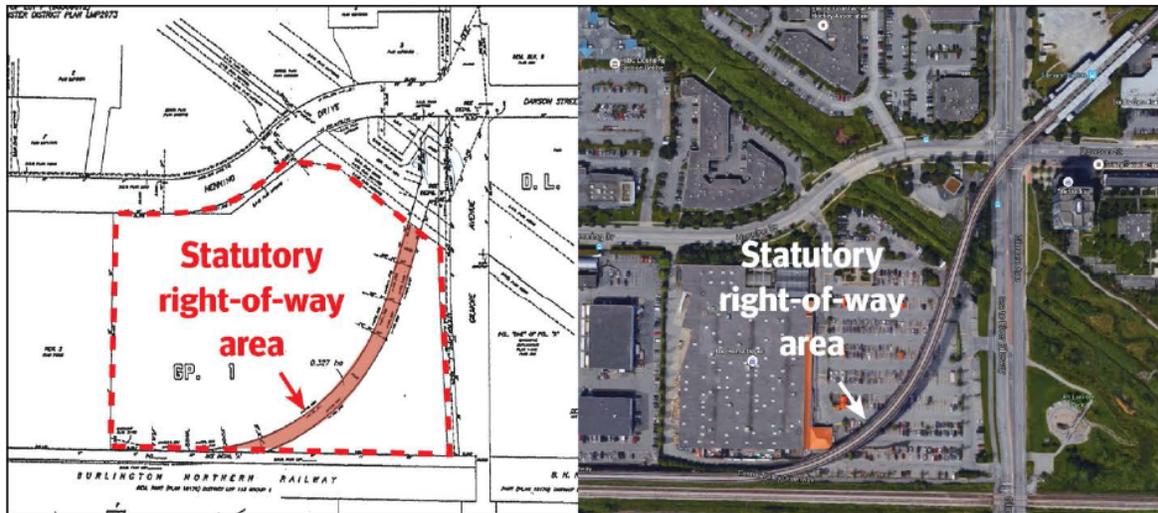
The AID Project Consent Process allows TransLink to assess the merits and risks of each project and weigh them against TransLink's operational and legal requirements to provide safe, efficient and reliable service to its passengers and protect its infrastructure from damage. Some of these requirements include, but are not limited to:

1. **Transit Operations:** Includes power distribution systems, control systems, guideway intrusion monitoring systems, radio communications, maintenance vehicle storage areas, inspection of guideways, roads and bridges and asset maintenance and rehabilitation.
2. **Public Safety:** Includes public address systems, passenger information displays, wayfinding, access to and egress from station entrances and emergency exits, accessibility to/from elevators and escalators, fire alarms, firefighter command posts and closed circuit television.
3. **Operational Contracts:** Contracts, leases and other agreements with service providers, advertisers, newspaper publishers, tenants within stations, etc., all of whom require access and use of facilities.
4. **Asset Protection:** Any protective measures and systems necessary to protect infrastructure and operational continuity.

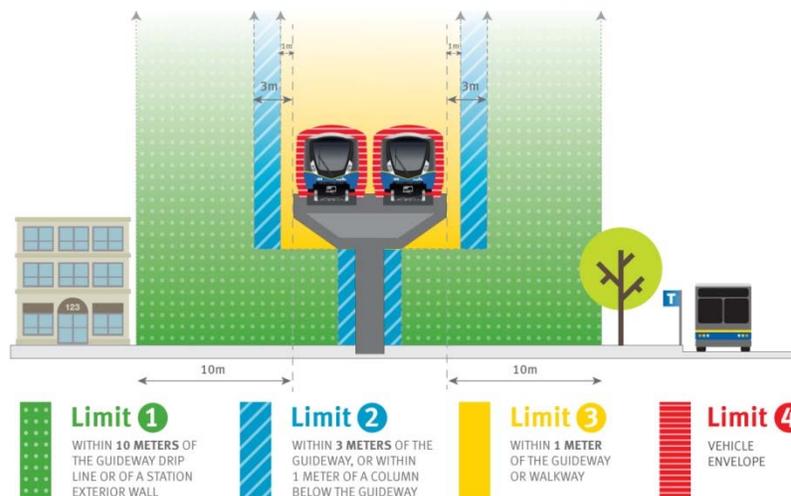
## Which Projects May Require Consent?

A project that is subject to one or more of the following conditions will trigger TransLink's AID Project Consent Process:

1. **Statutory right-of-way:** Any development that is planned to be built on, below or above property that is encumbered with a registered statutory right-of-way (SRW) agreement in favour of TransLink or one of its affiliated or subsidiary companies must undergo an AID Project Consent Process and be granted consent before the project owner can start construction.



2. **Limits of approach:** Any development site that is within 10 meters of TransLink infrastructure, transit facilities, roads, Park and Ride, bridges or ramps, or is within 25 meters of a station must undergo TransLink's AID Project Consent Process and be granted consent, even if the property is not encumbered with a statutory right-of-way in favour of TransLink or one of its affiliated or subsidiary companies.



3. **Construction activities:** Construction activities are inherently dangerous and have the potential to cause damage or injury. TransLink is primarily concerned with construction activities that take place *within* the limits of approach, but it is also concerned with activities that take place *outside* the limits of approach if they can potentially damage infrastructure from a distance. One example of an activity within the limits of approach is a construction crane that swings above a SkyTrain guideway or a set of bus trolley wires. An example of an activity outside the limits of approach that can cause damage from a distance is preloading a building site in areas with poor soil conditions.



## When Do Projects Require Consent?

TransLink strongly recommends that a project owner initiate an AID Project Consent Process before applying for municipal rezoning or development approval. This will help to ensure that the project progresses more smoothly than if consent is requested after negotiations with the municipality.

A project owner can initiate TransLink's AID Project Consent Process or hold preliminary discussions with AID staff by doing one of the following:

- Send an email to **[AIDreview@translink.ca](mailto:AIDreview@translink.ca)**
- Submit an AID Project Consent Request Form online at **[translink.ca/realestate](https://translink.ca/realestate)**
- Call TransLink Reception at **778.375.7500** and ask for the Manager of Development Services, Real Estate Division

## Which Construction Activities May Trigger the Requirement for Consent?

TransLink is primarily concerned with construction activities in close proximity to infrastructure that could cause damage, affect operations or endanger transit passengers or employees. Most of TransLink's attention is focused on activities within the limits of approach (1–10 meters from infrastructure) but it also looks closely at activities up to 25 meters away.

Examples of construction activities that may trigger the requirement for consent include, but are not limited to activities that could:

- **Result in direct collision** with TransLink infrastructure, especially with rolling stock that carries passengers (i.e. buses and SkyTrain trains), including:
  - Cranes, excavation equipment, bucket trucks, ladders and other moving equipment that could enter the guideway, roadway or right-of-way area from above or below, including unplanned intrusions.
  - Any form of physical connection to TransLink infrastructure, facilities or roadway, or any relocation of TransLink infrastructure, facilities or roadway.
  - Work that involves dust, fumes, debris, or other aspect that could escape the worksite and affect operations or people.
1. **Cause geotechnical or settlement impacts** on TransLink foundations, guideways, roadways, buildings and other infrastructure, including:
- Drilling boreholes during geotechnical investigation
  - Preloading
  - Excavation and shoring
  - Soil anchors and underpinning
  - Dewatering
  - Vibration
  - Placement or storage of heavy materials or equipment
  - Land development
  - Pipeline work
  - BC Hydro work
  - Telecommunications work
  - Municipal and regional utilities (sanitary, storm, water, etc.)

1. **Result in fire or explosion**, including:
  - Storage or use of flammable products such as gasoline
  - Storage or use of explosive materials, such as dynamite
  - Improper use or disposal of hazardous materials that can spontaneously combust, such as charcoal or rags soaked in linseed oil
  - Accumulation of combustible debris, such as wood or tires
  
2. **Result in item falling** onto the SkyTrain guideway, trolley wires, bridges, roads or other infrastructure that would cause service disruption, injury or death, including:
  - Improperly secured work zones, from which tools, material, equipment or people could fall.
  - Scaffolding erected adjacent to any TransLink infrastructure.
  - Built structures that have openable windows, open balconies or other openings above a station, guideway, bus loop, structure or vulnerable infrastructure.
  
3. **Provide unauthorized access to elevated infrastructure**, such as SkyTrain guideways and buildings, including:
  - Construction scaffolding or ladders
  - Tall equipment and materials parked or stored next to the infrastructure
  - Built structures, whether temporary or permanent
  
4. **Disrupt pedestrian, bicycle or vehicular access** to TransLink facilities, including:
  - Work that blocks or restricts access to emergency exits, passage ways and elevating devices.
  - Temporary bus loops, re-routing of trolley services, single-tracked SkyTrain service, sidewalk, bicycle or road detours and community notification.
  - Development or construction that results in new driveway or road access onto TransLink roads, ramps or bridges.
  
5. **Create unsafe conditions** for TransLink passengers, employees, contractors or vendors, including:
  - Tripping hazards resulting from temporary sidewalks, curbs and gutters that aren't flush with permanent improvements.
  - Construction fencing with sharp edges or large mounting feet.
  - Equipment, materials or supplies that protrude through, above or below safety fences and barriers.

6. **Impact operations and maintenance procedures on SkyTrain, bridges or roads**, especially those where TransLink access is routinely or occasionally required to service guideways, bridges, roads, ramps, columns, parapet walls, rail components, cable trays and ancillary equipment.
7. **Impact or disrupt communications** for transit operations or emergency communications for first responders.

## The AID Project Consent Process

The following is an outline of TransLink’s Adjacent and Integrated Development (AID) Project Consent Process (the “Consent Process”). It is intended as a guideline to obtaining TransLink’s consent to developments adjacent to or integrated with transit infrastructure and operations, but is not exhaustive of all potential issues or requirements. TransLink reserves the right to amend or supplement the Consent Process at any time from time to time without notice.

The Consent Process consists of eight phases as follows:

- Phase 1 – Project Overview and Scope Presentation
- Phase 2 – Support Agreement and Non-Disclosure Agreement
- Phase 3 – Preliminary (Schematic) Design Review
- Phase 4 – Final (Detailed) Design Review
- Phase 5 – Construction Work Plan Review
- Phase 6 – Related Agreements, Insurance and Additional Security
- Phase 7 – Consent Agreement (Consent to Construction)
- Phase 8 – Construction Monitoring

TransLink has designed its Consent Process to mirror a typical municipal approval process. Phase 3 (Preliminary Design Review) is intended to be undertaken concurrent with a project owner’s application for rezoning and development permit. Phase 4-6 are intended to be undertaken concurrent with an application for building permit, and Phase 7 (Consent) is intended to be granted at approximately the same time as a municipality issues a building permit. All of this assumes that the project owner has initiated the Consent Process early enough to allow both parties to undertake the process in proper sequence and in a reasonable time frame.

TransLink’s Real Estate Division will coordinate the Consent Process from TransLink’s side and will be the project owner’s principal point of contact at TransLink. A project owner can initiate the Consent Process or hold preliminary discussions with AID staff by doing one of the following:

- Send an email to **AIDreview@translink.ca**
- Submit an AID Project Consent request form online at **translink.ca/realestate**
- Call TransLink Reception at **778.375.7500** and ask for the Manager of Development Services, Real Estate Division.

The following is a description of the Phases and Related Milestones:

### **Phase 1 - Project Overview and Scope Presentation**

To initiate Phase 1, the project owner should contact TransLink before or just after applying for rezoning and development permit. The project owner will present its schematic plans and describes its goals and objectives to TransLink staff. Staff will begin to identify potential impacts on transit infrastructure, facilities and operations, and suggest ways to mitigate those impacts. In cases where the project owner proposes to integrate the project with a SkyTrain or Canada Line station or another transit facility, TransLink will consider whether this is a desirable objective and if so, will outline additional conditions and requirements for such integration. In all cases, if TransLink determines that there are enough impacts to trigger the Consent Process, it will notify the project owner and prepare a Support Agreement and possibly a Non-Disclosure Agreement for the project owner to execute.

- 1<sup>st</sup> Milestone: TransLink advises the project owner in writing whether or not the project requires TransLink's consent pursuant to the Consent Process.

### **Phase 2 - Support Agreement and Non-Disclosure Agreement**

The Support Agreement is an agreement between the project owner and TransLink that serves two principal purposes. First, it provides the project owner's agreement to participate in and comply with the Consent Process in connection with the project owner's development project and to obtain TransLink's consent before beginning construction.

Second, it provides the project owner's agreement to reimburse TransLink for all costs incurred by TransLink and its consultants associated with the project owner's development project.

In order for the Consent Process to proceed, both parties must execute the agreement and the project owner must provide letter of credit or cash security to TransLink for the project owner's agreement to reimburse TransLink's costs.

In some cases, the project owner may also be required to sign a Non-Disclosure Agreement as a condition of TransLink releasing sensitive transit infrastructure design drawings and information to the owner's consultant team.

- 2<sup>nd</sup> Milestone: TransLink and project owner execute a Support Agreement, and if required, a Non-Disclosure Agreement.
- 3<sup>rd</sup> Milestone: Project owner provides to TransLink a letter of credit or cash security.

### **Phase 3 - Preliminary (Schematic) Design Review**

TransLink's design review has two distinct phases: Preliminary (Schematic) Design Review and Final (Detailed) Design Review. The Preliminary (Schematic) Design Review phase addresses a variety of technical, operational, maintenance and design issues at a schematic level, such as safety codes, transit infrastructure building codes, design standards, geotechnical stability, and ongoing maintenance of transit facilities.

During this phase, the project owner will provide to TransLink the schematic design of all disciplines, including architectural, landscape, civil, structural, geotechnical and others as required. Depending on the type and complexity of the project, TransLink may also require other drawings, specifications, reports and information, such as a project context statement, multi-modal needs assessment, functional plans and specifications, and geotechnical and other engineering reports.

TransLink and its consultants will review and assess the schematic plans, specifications and reports for, among other things, potential impacts on and interfaces with transit infrastructure, facilities and operations. Based on its review and assessment, TransLink will outline the design standards, technical requirements and other changes that the project owner will need to incorporate into its design and construction work plan. It will also begin to identify any other requirements that need to be met by the project owner during Phase 6 to accommodate such impacts, including related agreements, insurance and additional security.

Once the project owner incorporates TransLink's requirements into the schematic documents and provides TransLink with an updated set of documents, TransLink will conduct a further review for compliance. If the project owner meets all the requirements, TransLink will issue written Preliminary (Schematic) Design Acceptance.

*Such acceptance will be in the form of a letter agreement between the project owner and TransLink and may include conditions and agreements to be fulfilled by the project owner. No other communication will constitute acceptance, consent or approval. Preliminary (Schematic) Design Acceptance does not constitute consent to commence construction of the project owner's development project.*

In some municipalities, TransLink's acceptance will be a "prior to" condition of rezoning or development permit approval. In cases where it is not, TransLink will make reasonable efforts to complete the Preliminary (Schematic) Design Review phase before rezoning or municipal development permit approval, provided of course that the project owner starts the Consent Process early enough and supplies to TransLink in a timely manner everything TransLink requires to complete the Preliminary (Schematic) Design Review phase.

- 4<sup>th</sup> Milestone: TransLink and project owner execute a Preliminary (Schematic) Design Acceptance letter agreement.

#### **Phase 4 - Final (Detailed) Design Review**

The project owner will submit a complete set of "Issued for Tender" documents that are consistent with the documents accepted by TransLink at the Preliminary (Schematic) Design Review phase and incorporate all of TransLink's requirements identified at that phase, including in the Preliminary (Schematic) Design Acceptance letter agreement.

TransLink and its consultants will review the documents for compliance and will also check for any new impacts that may be identified after Preliminary Design Review Acceptance is granted.

Final (Detailed) Design Acceptance will form part of the Consent Agreement to be entered into pursuant to Phase 7 below. No other communication will constitute acceptance or consent to commence construction.

### **Phase 5 - Construction Work Plan Review**

TransLink and the project owner will work together to identify the key risks and causes for interference that construction may impose on transit infrastructure, facilities and operations. The project owner will develop a Construction Work Plan that addresses these risks and causes, and describes methods of construction, risk mitigation and safety monitoring that allows for continuous, safe and efficient transit operations and protects public safety and transit infrastructure. The Construction Work Plan will also incorporate TransLink's standard protocols for working close to transit infrastructure, in particular, within the "Equipment Limits of Approach".

Construction Work Plan Acceptance will form part of the Consent Agreement to be entered into pursuant to Phase 7 below. No other communication will constitute acceptance or consent to commence construction.

### **Phase 6 - Related Agreements, Insurance and Additional Security**

Depending on the outcomes of Phases 3, 4 and 5 above and TransLink's assessment of the project's potential or actual impacts on and interfaces with transit infrastructure, facilities and operations, TransLink may require the project owner to enter into one or more related agreements that may include, but not be limited to, a supplementary statutory right of way agreement and Land Title Act covenants, a beneficial owner agreement (if the registered owner of the project lands is not the sole beneficial owner) and a crane swing agreement. In addition, TransLink will require indemnities and proof of insurance and may require additional survey certificates and letter of credit security.

The related agreements would address, among other things, long term consequences of the impacts and interfaces, and if required such agreements would be registered on title in order to apply beyond the construction phase and bind future owners. The additional letter of credit security would secure the project owner's obligations both during and after construction.

In order to shorten the time required for the project owner to reach Phase 7, the parties will use reasonable efforts to negotiate and conclude related or supplementary agreements pursuant to this Phase 6 concurrently with Phases 3, 4 and 5 above.

- 5<sup>th</sup> Milestone: If required by TransLink, the project owner executes, delivers and causes to be registered on title a supplementary statutory right of way agreement and Land Title Act covenants satisfactory to TransLink.
- 6<sup>th</sup> Milestone: If required by TransLink, the project owner executes TransLink's form of crane overswing agreement (for cranes swinging above guideways, bus loops, structures, stations, bridges, certain roads and other transit infrastructure and facilities).

- 7<sup>th</sup> Milestone: If required by TransLink, the project owner provides additional letters of credit satisfactory to TransLink as security for construction and post-construction obligations.
- 8<sup>th</sup> Milestone: The project owner provides indemnities and proof of insurance satisfactory to TransLink.

### **Phase 7 - Consent Agreement (Consent to Construction)**

Once the project owner and TransLink have completed Phases 1 through 6, and the project owner has fulfilled its obligations with respect thereto and executed and provided to TransLink (and where applicable, registered) the related agreements and documents, TransLink and the project owner will execute a Consent Agreement satisfactory to TransLink, which will:

- a) provide TransLink's acceptance of the final Issued for Tender drawings and specifications reviewed in Phase 4;
- b) provide TransLink's acceptance of the final Construction Work Plan settled pursuant to Phase 5; and
- c) provide TransLink's consent to the work contemplated by the Issued for Tender drawings and specifications and the Construction Work Plan.

The Consent Agreement will constitute TransLink's consent for the project owner to commence and carry out construction of the project owner's development project in accordance with the Consent Agreement.

- 9<sup>th</sup> Milestone: TransLink and the project owner execute and deliver the Consent Agreement.

### **Phase 8 - Construction Monitoring**

TransLink will monitor construction until completion to ensure that the project owner and its contractor are performing the work in accordance with the Consent Agreement and all other agreements.

## Additional Information

### Partial consents

On a case-by-case basis and at its sole discretion, TransLink may consider splitting the consent process into several Partial Consent Agreements. This would allow the project owner to commence specific activities such as site preparation, excavation, footings, foundations and below-slab services before full and final Consent is granted for the entire project. Consideration will be given to the project's complexity and time-sensitivity to warrant the effort. The project owner would also have to agree in writing that Partial Consent is limited only to certain construction activities and that it will continue to be responsible for securing full and final Consent for the remainder of the project.

### Fees and expenses

The project owner is responsible to pay for all of TransLink's costs incurred while reviewing the project, granting consent and monitoring construction. These costs include TransLink's staff costs, third-party consultants' fees and expenses, legal fees and expenses, an administrative mark-up on all third-party costs and any other fees and expenses necessary for TransLink to complete its review.

### Timelines

TransLink is committed to working in a timely manner. It will make reasonable effort to complete its review and issue its consent to coincide with a project owner's reasonable schedule.

#### **Notice and Disclaimer:**

*Any review, approval or acceptance, by or on behalf of TransLink pursuant to the Consent Process of any plans, drawings, specifications, reports, schedules, methods of construction or other information or materials relating to the project owner's development or any other work of or for the project owner, and any consent to or inspection, examination, audit, testing, supervision, monitoring, approval or acceptance of any work by or on behalf of TransLink, shall in all cases be for general compliance only and no such consent, review, inspection, examination, audit, testing, supervision, monitoring, approval or acceptance, whether negligent or otherwise, and no changes suggested or required by TransLink and incorporated into any drawings or specifications or the work, shall relieve the project owner from any of its obligations under applicable laws, any registered agreements or any agreements with TransLink, nor constitute a waiver or release by TransLink of any right of TransLink or any duty or liability owed by the project owner or any of its design professionals, nor create or impose any obligation or liability on TransLink.*

## Contact TransLink

A project owner can initiate TransLink's AID Project Consent Process or hold preliminary discussions with AID staff by doing one of the following:

- Send an email to **AIDreview@translink.ca**
- Submit an AID Project Consent Request Form online at **translink.ca/realestate**
- Call TransLink Reception at **778.375.7500** and ask for the Manager of Development Services, Real Estate Division.

As mentioned previously, TransLink strongly recommends initiating an AID Project Consent Process before applying for rezoning or development approval from the local municipality. It's been TransLink's experience that projects that initiate an AID Project Consent early in the schematic design phase tend to unfold much more smoothly than those that start later.