

DISTRICT OF WEST VANCOUVER
750 17TH STREET, WEST VANCOUVER BC V7V 3T3

14.1.

COUNCIL REPORT

Date:	October 21, 2021
From:	James Allan, Upper Lands Senior Development Planner
Subject:	Proposed Amendment to Phased Development Agreement for the Rodgers Creek Area
File:	1610.20/5041.2020

RECOMMENDATION

THAT the Phased Development Agreement authorized by Phased Development Agreement Authorization Bylaw No. 5041, 2019 for Areas 5 and 6 of Rodgers Creek be amended by:

- a) deleting Section 5 (a) of Schedule B of the Phased Development Agreement, and
- b) inserting a new Section 5 (a) as follows: “the portion of the Mountain Path connecting Area 5 to McGavin Field must be provided, subject to securing approvals from the Ministry of Transportation and Infrastructure, prior to the issuance of building permits in respect of Area 6 for more than 510 of the dwelling units permitted in that area.”

1.0 Purpose

This report outlines a minor amendment to the Phased Development Agreement for Rodgers Creek. The proposed amendment addresses the timing for the provision of a portion of the Mountain Path generally linking Area 5 to McGavin Field.

2.0 Legislation/Bylaw/Policy

The Local Government Act (the “Act”)

Phased Development Agreements (“PDAs”) may be amended in accordance with s519 of the Act. Where an amendment is minor, Council may approve the amendment by resolution (as is recommended). Consistent with the provisions of the PDA for Rodgers Creek, the proposed amendment is minor.

Phased Development Agreement

The PDA requires the owner of lands in Areas 5 and 6 of the Rodgers Creek area, British Pacific Properties (“BPP”) to provide certain amenities at defined milestones.

Currently, section 5 of Schedule B of the PDA requires construction of the Mountain Path from Area 5, connecting west to McGavin Field, subject to securing approvals from the Ministry of Transportation and Infrastructure, prior to issuance of building permits in respect of Area 5 for more than 25% of the dwelling units permitted in that area.

3.0 Council Strategic Objectives/Official Community Plan

Official Community Plan Policy UL8.1 k. aims to "Provide a mountain pathway and trail network that connects the six development areas to one another, to a proposed future Cypress Village to the west of the Rodgers Creek Area, and to existing neighbourhoods."

4.0 Financial Implications

There are no financial implications associated with the proposed amendment to the PDA.

5.0 Background

5.1 Previous Decisions

Council, at its February 10, 2020, regular meeting, passed the following resolution:

"THAT proposed "Phased Development Agreement Authorization Bylaw No. 5041, 2019" be adopted."

"THAT proposed "Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5044, 2019" be adopted."

"THAT proposed "Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5045, 2019" be adopted."

5.2 History

In February 2020, Council amended the Zoning Bylaw and Official Community Plan for Areas 5 and 6 of the Rodgers Creek area to provide for smaller "for sale" housing units and increased purpose built rental housing. Concurrent to those amendments, a Phased Development Agreement for the Rodgers Creek area was also approved to secure amenities from the developer.

6.0 Analysis

6.1 Discussion

At present, the PDA requires the construction of the Mountain Path from Area 5, connecting west to McGavin Field, prior to issuance of building permits in respect of Area 5 for more than 25% of the dwelling units permitted in the area. As the land between Area 5 and the Districts' Operations Centre is owned by the Ministry of Transportation and Infrastructure, construction of the Mountain Path is subject to securing their approval.

The western segment of the Mountain Path between Area 5 and McGavin Field, is located within the Cypress Village Area Development Plan planning area (the “Cypress Village Area”). The land use, transportation design and site design within the area will be reviewed as part of the Cypress Village Area planning process. As a result, BPP have requested an amendment to the PDA for Rodgers Creek to tie provision of the Mountain Path to Area 6, as the Mountain Path design and location is better considered once further detail is known about the Cypress Village Area.

The PDA is proposed to be amended by:

1. Removing the requirement to provide the Mountain Path prior to issuance of building permits for 25% of the dwelling units permitted in Area 5, and instead
2. Requiring the mountain path to be provided to the District prior to issuance of building permits for more than 510 dwelling units permitted in Area 6.

As its western terminus is impacted by any proposed land use, transportation and site design of a future Cypress Village, staff may include this portion of the Mountain Path in any PDA for the Cypress Village Area in the future.

6.2 Sustainability

The proposed amendment continues to secure an active transportation amenity that is to be provided as part of development of the Rodgers Creek Area.

6.3 Public Engagement and Outreach

Public engagement and consultation occurred during Council consideration of the proposed zoning amendment, development permit and phased development agreement for Areas 5 and 6 prior to their adoption by Council in February, 2020. No public consultation is required under the *Local Government Act* or the Phased Development Agreement Authorization Bylaw for minor amendments to the PDA.

6.4 Other Communication, Consultation, and Research

As the lands located between Area 5 of Rodgers Creek and the Districts’ Operations Centre are owned by the Ministry of Transportation and Infrastructure, BPP and the District will be required to work with the Ministry to obtain their approval for the design of the Mountain Path and its location on their land.

7.0 Options

7.1 Recommended Option

- a) Staff recommend Council amend the PDA for Areas 5 and 6 of the Rodgers Creek area to require that the portion of the Mountain Path connecting Area 5 to McGavin Field must be provided, subject to securing approvals from the Ministry of Transportation and Infrastructure, prior to the issuance of building permits in respect of Area 6 for more than 510 of the dwelling units permitted in that area.

7.2 Considered Options

Council may:

- b) request further information from staff, or
- c) provide alternative direction to staff.

8.0 Conclusion

Staff recommend Council approve the proposed amendment to the PDA for Areas 5 and 6 of the Rodgers Creek area to remove an impediment to construction of housing in Area 5, while also securing an active transportation amenity for the District.

Author:



Appendices:

- A – Request from British Pacific Properties to Amend Phased Development Agreement dated October 21, 2021
- B - Phased Development Agreement dated April 13, 2020.



October 21, 2021

District of West Vancouver
750 – 17th Street
West Vancouver, B.C. V7V 3T3

BRITISH PACIFIC
PROPERTIES LIMITED

SUITE 1001, 100 PARK ROYAL
WEST VANCOUVER, BC, V7T 1A2
T 604.925.9000
BRITISHPROPERTIES.COM

Attention: Jim Bailey, Director of Planning and Development Services

Dear Mr. Bailey:

Re: Rodgers Creek Area 5 - Mountain Path Requirements

As you are aware, the Rodgers Creek Phased Development Agreement (the PDA), outlines requirements related to construction of certain amenities and features of the development and some of these requirements are conditions precedent to issuance of Building Permits in Area 5.

We are writing to confirm our interpretation of the requirements, set out our proposal to meet our obligations under new circumstances and evolving conditions, and request acknowledgement that this proposal will satisfy the District's requirements under the PDA.

The Mountain Path

The PDA stipulates that the portion of the Mountain Path connecting Area 5 to McGavin Field (Segment D) must be provided, subject to securing approvals from the Ministry of Transportation, before the issuance of Building Permits for more than 25% of the units in Rodgers Creek Area 5.

The western terminus of the Mountain Path is generally the area known as McGavin Field. The McGavin Field area, including the adjacent Cypress Bowl Road and portions of the District Operations Centre through which the Mountain Path is intended to cross, is part of the Cypress Village planning area.

We request that the requirement for construction of Segment D is delayed until further detailed planning for Cypress Village has resolved the land use, consultation has been initiated with MoTI, and the design of a new intersection with a safe pedestrian crossing location on Cypress Bowl Road has been determined as part of the MoTI approvals for Cypress Village.

We recognize the importance of the connection of the Mountain Path to both Cypress Village and the Rodgers Creek neighbourhoods, and maintain our commitment to completing that vital connection as soon as practical. As such, we suggest that the mechanism to satisfy those requirements be transferred other future development parcels within Rodgers Creek Area 6, to allow time for the aforementioned planning and approvals. Subsequently, the completion of the



Mountain Path connecting Area 5 to McGavin Field would no longer be a condition precedent to the issuance of building permits within Area 5.

We look forward to your response on this matter at your earliest convenience. Please feel free to contact me if you have any questions or require further information.

Yours truly,
BRITISH PACIFIC PROPERTIES LIMITED

A handwritten signature in black ink, appearing to read 'A. Meiklem'.

Alastair Meiklem, ASCT
General Manager - Land
Encl.

PHASED DEVELOPMENT AGREEMENT –Schedule A

This Agreement dated for reference the 13 day of April, 2020 is

AMONG:

THE DISTRICT OF WEST VANCOUVER

(the “District”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED

(“BPP”)

(BPP is referred to in this Agreement as “the Owners”)

WHEREAS:

- A. BPP is the registered owner of land legally described in Schedule A;
- B. The Owners have applied to the District for an amendment to the District’s land use bylaw by way of Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5044, 2019 (the “**Zoning Amendment Bylaw**”) to permit the development on the Owners’ land of a range of residential uses and associated civic and community uses;
- C. The Owners wish to provide certain amenities and features in the development of the Land, and the parties wish to ensure that the provisions of the District’ zoning bylaw as amended by the Zoning Amendment Bylaw continue to apply to the Land for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement;

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 516 of the *Local Government Act* as follows:

INTERPRETATION OF AGREEMENT

1. In this Agreement, the term “Land” refers to all of the land referred to in Schedule A.

APPLICATION OF AGREEMENT

2. This Agreement applies to the Land, including any parcels of land into which the Land may be subdivided. This Agreement applies to the Land, and any subdivided portions thereof, and to no other land.

BYLAW AMENDMENTS NOT TO APPLY

3. For the term of this Agreement, any amendment or repeal of section 603 of Zoning Bylaw No. 4662, 2010 shall not apply to the Land, except:

- (a) as provided in section 516(6) of the *Local Government Act*; or
 - (b) to the extent that the Owners of any parcel comprising the Land agrees in writing that the amendment or repeal shall apply to that Land, provided that the Owners agree that any amendment of that section or any other section of the Zoning Bylaw that permits accessory housing generally within the District, being the use of land or buildings for a second dwelling unit additional to the principal dwelling unit on land or in a building, shall apply to the Land.
4. For certainty, and without limiting section 3, the District agrees that any development permit or building permit that would be issuable in respect of the Land on the date of adoption of the Zoning Amendment Bylaw will be issued throughout the term of this Agreement in accordance with the District's Official Community Plan and Building Bylaw No. 4985, 2018 respectively, despite any amendment or repeal of the bylaw provisions specified in section 3 that would otherwise prevent the issuance of the permit.

TERM OF AGREEMENT

5. The term of this Agreement is 10 years commencing on February 10, 2020, the date of adoption of the Phased Development Agreement Authorization Bylaw No. 5041, 2019, and terminating on February 10, 2030.
6. The parties may terminate this Agreement at any time by written agreement of all parties.
7. If the amenities and features of the development are not provided to the standards and at the times set out in sections 8 through 10, on which questions the opinion of the District shall be determinative provided that the District may not act unreasonably, the District may at its option terminate this Agreement by providing notice in writing to the Owners, provided that the District has at least two (2) months prior to giving such notice, advised each of the Owners in writing of any alleged failure (the "Default Notice") to provide such amenities and features in accordance with this Agreement and the Owners have not corrected the deficiency to the reasonable satisfaction of the District, or if such default reasonably requires longer than two (2) months to remedy, the Owners have failed to substantially commence remedying such default within two (2) months after receipt of the Default Notice to the reasonable satisfaction of the District, or has failed to substantially complete remedying the default within six (6) months after receipt of the Default Notice to the reasonable satisfaction of the District.

AMENITIES AND FEATURES OF THE DEVELOPMENT

8. The Owners shall provide the amenities listed in Schedule B at the times specified in Schedule B, and references to areas of the Land in Schedule B are references to the areas identified in Schedule B1. The standards for any amenities to be constructed must be no lower than those described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, and must be approved in writing by the District prior to construction.

9. To the extent that such building features may be incorporated in the development of the Land without contravening the B.C. Building Code, buildings and structures on the Land including service infrastructure provided by any of the Owners must comply with the green building and building adaptability standards sets out in Schedule C.
10. Section 9 does not exempt any Owner from complying with any provincial or District law of general application that may impose a more onerous standard, and for that purpose a standard is more onerous if it provides a greater level of protection to the environment or greater accessibility to persons with disabilities.

SUBDIVISION OF THE LAND

11. The parties acknowledge that, at the request of the Owners, the Zoning Amendment Bylaw establishes development density limits and requirements on an area basis so as to provide maximum flexibility to the Owners in planning the subdivision and development of the Land. No Owner may subdivide any parcel comprising the Land unless, concurrently with the subdivision, the Owner grants to the District a covenant under section 219 of the *Land Title Act* restricting the use of the Land and the construction of buildings and structures on the Land such that the regulations contained in the Zoning Amendment Bylaw in respect of the Land are made applicable to the individual parcels created by the subdivision in a manner satisfactory to the District, acting reasonably.

ASSIGNMENT OF AGREEMENT

12. The Owners may assign this Agreement in whole or in relation to any parcel into which the Land may be subdivided, if;
 - (a) the District, acting reasonably, consents in writing to the assignment and the assignee has executed and delivered to the District a notice of assumption and has entered into an assignment agreement with the Owners; or
 - (b) the assignment is to a developer licensed to do business in the District that has executed and delivered to the District a notice of assumption and has entered into an assignment agreement with the Owners assigning the Agreement.

AMENDMENT OF AGREEMENT

13. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” is an amendment to section 5 of Schedule B or to Schedule C.

SPECIFIC PERFORMANCE

14. The Owners agree that the open space, Mountain Path, activity nodes, wetlands, trails and trail connections and highway rights of way described in Schedule B are uniquely located properties and if BPP fails to dedicate such lands to the District or grant to the District statutory rights of

way in respect of such lands, as described in Schedule B, the Owners agree that the District shall be entitled to an order of specific performance for the dedication or grant, but the District is not precluded from claiming an award of damage for the Owners' breach.

GENERAL TERMS AND CONDITIONS

15. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
16. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the District's approving officer under the *Land Title Act*, *Strata Property Act* or Bare Land Strata Regulations.
17. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Director of Planning and Development Services, unless expressly provided to be taken or made by another official of the District.
18. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
19. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
20. The Owners shall indemnify and save harmless the District, its officers, employees, Council members, agents and others (the "District Representatives") from and against any and all actions, causes of action, liabilities, demands, losses (but not loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
 - (a) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development

contemplated by this Agreement;

- (b) any default or breach of this Agreement by the Owners; and
- (c) any wrongful act, omission or negligence of the Owners or their directors, officers, employees, agents, contractors, subcontractors, licenses, or others for whom they are responsible in law with respect to the covenants and obligations of the Owners pursuant to this Agreement.

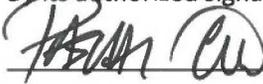
21. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
22. If any Owner is delayed or prevented from the performance of any covenant or agreement required hereunder to reason of any unavoidable cause, then performance of such covenant or agreement shall be excused for the period during which such performance is delayed or prevented and the time for the performance thereof shall be extended accordingly. For the purposes of this section, "unavoidable cause" means any event or contingency beyond the reasonable control of the Owner, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, governmental laws, regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or war-like operations and acts of God but excluding a delay caused by lack of funds.
23. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
24. The obligations and covenants of the parties comprising the Owners shall be several only, and not joint and several.
25. The Owners acknowledge and agree that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administrating the terms of this Agreement.
26. The District may, during the construction of any amenity required by this Agreement, appoint from time to time an employee or official to represent the interests of the District under this Agreement and advise the Owners in writing of such appointment, and the Owners shall for that purpose provide to the District's representative reasonable access to all documents related to the construction including but not limited to plans, permits, specifications, Building Code analyses, receipts, waybills, shipping documents and contracts, and reasonable access to the site of construction and all construction facilities. The Owners agree that the viewing of this documentation by the District's representative does not create any legal obligation, in tort or otherwise, on the part of the District or its representative whether or not comments are given

to the Owners and whether or not the Owners choose to act on comments that are given.

27. This Agreement may be executed in counterparts.

THE DISTRICT OF WEST VANCOUVER

By its authorized signatories:



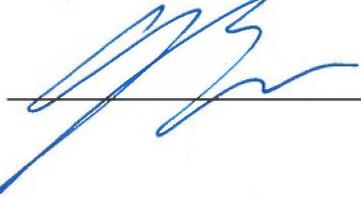


Pascal Cuk
Deputy Corporate officer

BRITISH PACIFIC PROPERTIES LIMITED

By its authorized signatories:





Geoffrey E.G. Croll
President

Bryce R. Tupper
Vice President
Planning and Development

SCHEDULE A – BPP LAND

PID	LEGAL DESCRIPTION
010-060-456	LOT 14, BLOCK C, DISTRICT LOT 888, PLAN 2056; EXCEPT: PART PLAN LMP 12499
010-060-472	LOT 15, BLOCK C, DISTRICT LOT 888, PLAN 2056; EXCEPT: LMP 12499
010-060-529	LOT 16, BLOCK C, DISTRICT LOT 888, PLAN 2056
010-059-903	LOT 9, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-946	LOT 10, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-059-989	LOT 11, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-014	LOT 12, BLOCK B, DISTRICT LOT 888, PLAN 2056
010-060-049	Part of LOT 13, BLOCK B, DISTRICT LOT 888, PLAN 2056; EXCEPT: EPP76455
005-179-815	Part of THAT PART OF DISTRICT LOT 888 LYING TO THE EAST OF BLOCKS B AND C PLAN 2056; EXCEPT: PLANS 21009, 21528, LMP12499, BCP386, EPP25625, AND EPP76455
030-674-042	LOT 5 DISTRICT LOT 888 PLAN EPP76455
030-674-051	LOT 6 DISTRICT LOT 888 PLAN EPP76455
030-674-069	LOT 7 DISTRICT LOT 888 PLAN EPP76455
030-674-077	LOT 8 DISTRICT LOT 888 PLAN EPP76455
030-674-085	LOT 9 DISTRICT LOT 888 PLAN EPP76455
030-674-093	LOT 10 DISTRICT LOT 888 PLAN EPP76455

SCHEDULE B

AMENITIES AND FEATURES OF THE DEVELOPMENT

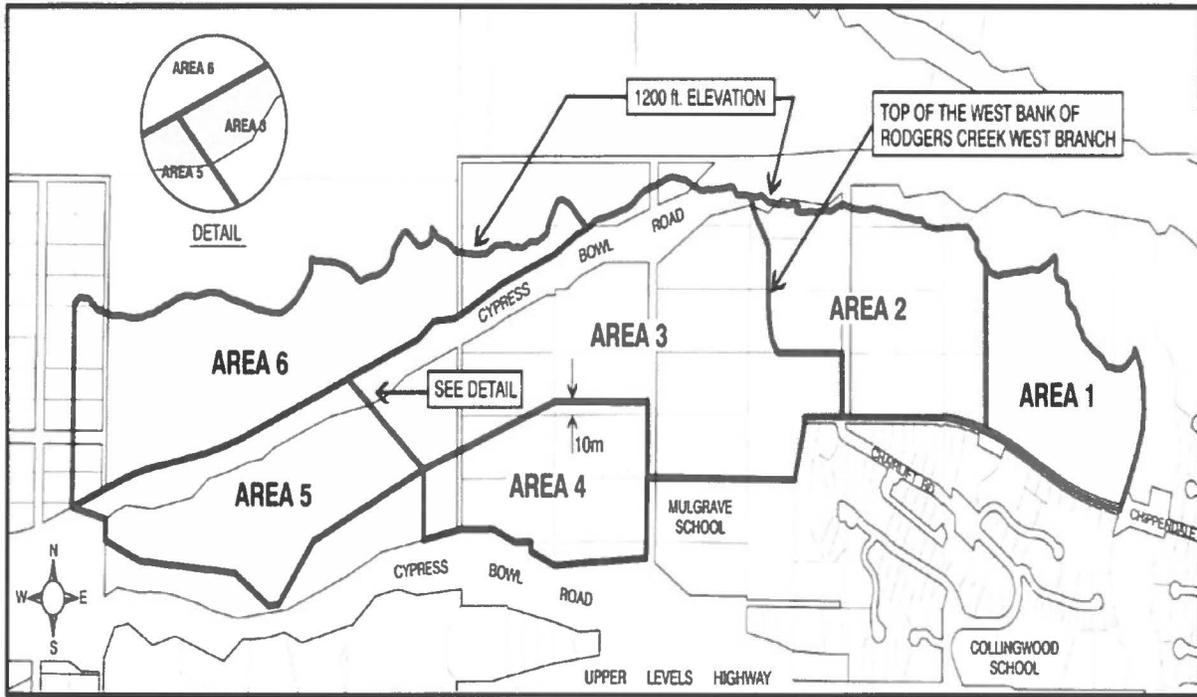
(References to Areas are references to areas set out on Schedule B1.)

1. 1. Dedication or grant of a statutory right of way, as determined by the District and the Owners, acting reasonably, to the District of open space as described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008 (the "Report"), upon each internal subdivision within Area 5 or Area 6 containing such open space.
2. \$7.64 million to be paid to the District for deposit to a District reserve, to be paid as follows:
 - (a) \$2.5 million prior to the issuance of a building permit authorizing the construction of the 245th dwelling unit on the Land that encompass all of the CD-3 zoning bylaw (Areas 1 through 6) to be paid to the District for deposit to a District reserve fund to be used for amenity projects determined by Council which may include but are not limited to McGavin Field, community arts and culture facilities elsewhere in the District, a fire hall and associated equipment, a childcare facility, transportation improvements within Rodgers Creek or the future Cypress Village, or over-sizing of storm water division works in the District;
 - (b) \$3,068,600 prior to the final approval of zoning bylaw adoption to be paid to the District for deposit to a District reserve fund;
 - (c) \$71,400 prior to the final approval of zoning bylaw adoption to paid to the District for deposit to the Public Art Reserve Fund;
 - (d) \$1 million prior to the issuance of the Phase 2 Subdivision of Area 6 and no later than December 16, 2021 to be paid to the District for deposit to a District reserve fund;
 - (e) \$1 million prior to the issuance of the Subdivision of Area 5 and no later than July 20, 2020 to be paid to the District for deposit to a District reserve fund.
3. \$500,000 for the restoration and enhancement of environmentally sensitive areas within the Land or in the vicinity of the Land, other than the mitigation of development impacts associated with the building of bridges and the installation of culverts as described in the Report. The selection of areas to be restored and enhanced and the timing if the work shall, subject to the limitation set out in this section 3, be in the sole discretion of the District. Alternatively, with the approval of the District, allocate the \$500,000 to initiate a West Vancouver Environmental Endowment Fund to be administered by the West Vancouver Foundation, to provide annuities for District-wide Environmental enhancement and improvement projects, through a granting process.
4. \$2 million in-kind contribution for the installation of lights along the Mountain Paths in Areas 5 and 6 from Chippendale Road to the future Cypress Village site as well as the widening of the Upper Mountain Path to a 3.0m paved surface and construction of a trestle structure spanning Cave Creek and Cave Creek Far East, prior to the issuance of building permits in respect of Area 5 for more than

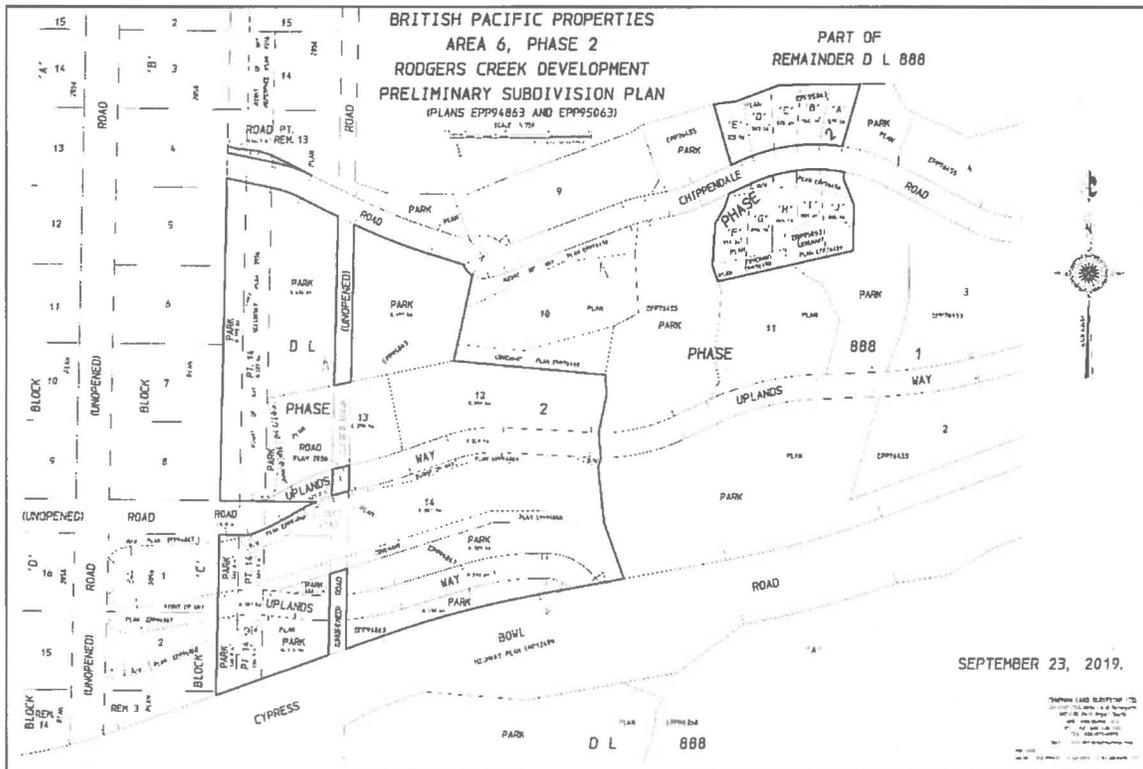
25% of the dwelling units permitted in that area or prior to the issuance of building permits in respect of Area 6 for more than 22% of the dwelling units permitted in that area.

5. Dedication to the District as highway or park land, or if so determined by the District and the Owners, acting reasonably, granting to the District of a statutory right of way for, and in either case the construction of, the Mountain Path as described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, at the time of development of each portion of the Land through which the Mountain Path passes, except that:
 - (a) the portion of the Mountain Path connecting Area 5 to McGavin Field must be provided, subject to securing approvals from the Ministry of Transportation, prior to the issuance of building permits in respect of Area 5 for more than 25% of the dwelling units permitted in that area, and
 - (b) the portion of upper Mountain Path west of Area 6 must be provided prior to the issuance of building permits in respect of Area 6 for more than 22% of the dwelling units permitted in that area.
6. The Owners agree to participate in District-led ongoing discussions, in collaboration with trails users, to identify locations for permanent recreational trails on private property (including mountain bike trails), to be secured by a statutory right of way in favour of the District or other possible mechanisms.
7. Road works in excess of ordinary District standards:
 - (a) Enhancement of the design and construction of all roads and lanes constructed on the Land to the standard described in the Rodgers Creek Area Development Plan Overview Report dated March 7, 2008, including traffic calming measures on the portion of Chippendale Road between Marr Creek and the forested section of the Mountain Path, as each portion of the road and lane network is constructed to serve portions of the Land being developed.
8. Construction of a purpose built rental apartment building on Proposed Lot 12 of Area 6 as shown in Schedule B2.
9. Securing Lot 11, District Lot 888, Group 1, New Westminster District, Plan EPP76455, PID 030-674-107, for the use of a purpose built rental apartment building to a maximum of 12 storeys.

SCHEDULE B1



SCHEDULE B2



SCHEDULE C

GREEN BUILDING, SUSTAINABLE TRANSPORTATION AND ADAPTABLE HOUSING STRATEGY

The landowners have committed to a Strategy that reduces GHGs, provides alternate transportation options and delivers adaptable housing. This strategy includes the following.

Green House Gas Reduction

- Use on-site carbon-free (e.g. electric) thermal energy and domestic hot water systems in all Part 3 strata title buildings.
- Use on-site carbon-free (e.g. electric) or lower-carbon (e.g. air source heat pump) thermal energy systems in all Part 9 buildings.

Electric Vehicles and Bicycle Storage

- Include a labeled and energized outlet capable of providing a minimum of Level 2 electric vehicle (EV) charging as defined by SAE International's J1772 standard for all residential parking spaces in Part 3 buildings, excluding visitor parking spaces, and for all residential units in Part 9 buildings Any energy management system that controls the rate and timing of EV charging shall be certified to be sufficient for this purpose.
- Provide a minimum of one secure bicycle parking space per bedroom. Bicycle parking spaces should be not less than 0.6 metre width and 1.8 metre length with appropriate surface, clearance, labeling and security. They should be conveniently located in a common area at the level of grade or at the first level of vehicle parking above or beneath grade.

Adaptable Housing

20 percent of all units in Part 3 Apartment Buildings shall comply with the following Adaptable Design Guidelines:

A. Drawings:

Architectural drawings must include the following:

- Project Summary Sheet with list of adaptable design elements indicated in these Design Guidelines
- Notations on drawings to label each adaptable unit
- Unit plans prepared at scale per DWV requirement

B. Design Elements:

1. Building Access:
 - a) Outside stairs – maximum degree of colour contrast on nosing of each stair
 - b) Curb cuts have tactile and visual cues
 - c) Unobstructed access to main building entrances from street/sidewalks (excluding Cluster Homes and Townhouses)

- d) Unobstructed internal access:
 - e) From parking levels containing accessible parking (5' or 1520mm corridors; 2' or 610mm clear wall space adjacent to door latch)
 - f) Garbage and recycling receptacles and storage lockers
 - g) No stairs within building circulation including corridors on residential levels
 - h) Accessible storage lockers for each accessible unit
 - i) Canopy over main building entrances (3' or 915mm) and enterphone
 - j) Provide automatic door opener for at least one building entry door at ground level as well as doors leading into the building on each underground parkade level where disability parking is provided
 - k) 3' or 915mm building and suite entry doors
 - l) Flush thresholds throughout the building (maximum 1/2" or 13mm height) - see item 6 b) for patios and balconies
 - m) Accessible building enterphone, call buttons and, where provided, suite door bells
2. Common Areas:
- a) Accessible mailboxes for all AD Level 2 units, and 5' or 1520mm turning radius in front
3. Circulation:
- a) Corridors minimum 4' or 1220mm wide (except for service access areas)
 - b) Provide 5' or 1520mm turning radius inside and outside the entry corridor of each dwelling unit
4. Suite Circulation:
- a) Provide wiring for an automatic door opener for the suite entry door
5. Doors:
- a) Minimum one bathroom, minimum one bedroom and storage room doors 2'-10" or 860mm clear opening"
6. Patios and Balconies:
- a) Minimum one door 2' - 10" or 860mm clear door opening
 - b) Minimum one patio or balcony doorsill with maximum 1/2" or 13mm vertical step at threshold or approve alternative accessibility measure.
7. Windows:
- a) Opening mechanism maximum 46" or 1168mm above floor (provide notation on window schedule)
 - b) Provide minimum 6' or 1800mm horizontal windows in living room, dining room and minimum one bedroom where sills are not more than 2'- 6" or 750mm above the floor
8. Kitchen:
- a) Continuous counter between sink and stove, except where sink is in a kitchen island.
9. Min. One Bathroom:
- a) Toilet located adjacent to wall (min 3' or 915mm length)
 - b) Provide turning radius within bathroom (may result from removal of vanity cabinet)
 - c) 3' or 915mm clearance along full length of tub
 - d) Tub control valve placed at outer edge of tub, with tub spout remaining in central position

e) Accessible storage

10. Parking:

Total Required Parking Spaces	Required number of Disability Parking Spaces to be provided for Adaptable Design Dwelling Units
1 – 25	1
26- 50	2
51 – 100	3
101 – 150	4
151 – 200	5
201 - 250	6
251 – 300	7
301 - 350	8
351 – 400	9
401 - 450	10

C. Fixtures and Finishes:

1. Basic:

- a) Easy to read building address numbers (min. 4" or 100mm high in contrasting colours)
- b) Good lighting levels outside and inside main building entries and suite entries
- c) No polished finish on building entry flooring
- d) Except for pocket doors, sliding doors, or doors equipped with openers, lever door handles are required on all doors (provide notation on door schedule)
- e) Signage throughout common areas has well contrasted colours
- f) Elevators have well contrasted control buttons

2. Circulation:

- a) Slip resistant flooring

3. Building Meeting & Amenity Rooms:

- a) Provide finishes and materials to absorb sound and decrease echoes

4. Unit Entries:

- a) Door handle at 40" or 1000mm above the floor, with deadbolts placed immediately above or below except where fixture incorporates the deadbolt

5. Unit Flooring:

- a) Non-slip flooring in kitchen and minimum one bathroom
- b) High density, low level loop carpet and underlay maximum 1/2" or 13mm height

6. Patios and Balconies:

- a) Outdoor light fixture provided
- b) Electrical outlet provided

7. Electrical:

- a) Switches, controls, thermostats and the highest breaker in the suite panel, to be installed no higher than 46" or 1170mm above finished floor
 - b) Electrical outlets, cable outlets, telephone jacks not lower than 18" or 450mm above floor
 - c) Within suites a duplex outlet is required within 8" or 200mm of a telephone jack
 - d) Wiring for visual alarm system in living room and minimum one bedroom, connected to fire alarm system
 - e) Switches with good accessibility and tactile qualities
8. Windows:
- a) Easily grasped and operated mechanism for opening and locking windows
9. Kitchen:
- a) Task lighting at sink, stove and work areas in addition to general overhead lighting
 - b) Adjustable shelves in all cabinets
10. Min One Bathroom:
- a) Solid blocking provided in walls of tub / shower and toilet areas, and behind towel bars
 - b) Pressure balanced tub / shower valves
 - c) Provision in water supply and drain to allow for a 4" (100mm) drop in vanity height (offset plumbing)
 - d) Provision for vanity sink removal
 - e) Adjustable height shower head or hand-held shower head on adjustable bracket
11. Bedrooms:
- a) Three-way switched light at bed area and doorway
 - b) Provide light fixture in or adjacent to closet
 - c) Telephone jack
12. In Suite Storage (if applicable):
- a) Provide light and electrical outlet