



## REPORT TO MAYOR AND COUNCIL

**PRESENTED:** DECEMBER 2, 2019 - REGULAR EVENING MEETING      **REPORT:** 19-190  
**FROM:** COMMUNITY DEVELOPMENT DIVISION      **FILE:** 08-14-0212  
**SUBJECT:** DRAINAGE DEVELOPMENT WORKS AGREEMENT BYLAW  
(QRD HOLDINGS (WILLOUGHBY) INC.)

### RECOMMENDATIONS:

**That** Council give first, second and third reading to Drainage Development Works Agreement (QRD Holdings (Willoughby) Inc.) Bylaw 2019 No. 5488; and further

**That** Council authorize, upon adoption of the Drainage Development Works Agreement (QRD Holdings (Willoughby) Inc.) Bylaw 2019 No. 5488, the execution of a Development Works Agreement with QRD Holdings (Willoughby) Inc., in the form of a document presented as Attachment A, for the provision of off-site drainage infrastructure for the area of Central Gordon in the Willoughby Community Plan.

### EXECUTIVE SUMMARY:

Pursuant to Section 570 of the Local Government Act, Development Works Agreements (DWAs) are agreements between a municipality and a developer, through which significant infrastructure and off-site services are provided by the developer. As part of the agreement, the municipality, through adoption of bylaws, undertakes to collect part of the cost of the works from owners of property within the benefiting area defined in the agreement and forward the funds to the developer.

DWAs are typically used to provide services to undeveloped 'greenfield' areas and must be supported by the majority of owners of land within the benefiting area through a formal petition process.

DWA Bylaw 2019 No. 5488 will facilitate the construction of a detention pond and related infrastructure, identified in the documents with an estimated total construction value of approximately **\$3,388,790.58**; of which approximately **\$1,282,822.20** will be eligible for a Development Cost Charge Frontending Agreement, subject to Council approval. The remaining costs estimated at approximately **\$2,316,565.21** will form part of the Drainage DWA Bylaw 2019 No. 5488.

The Drainage works is comprised of the following major components:

- A community stormwater detention facility with a volume capacity of approximately 2,300 cubic metres covering a land area of approximately 0.261 hectares (0.64 acres);
- A 3.0 metre X 1.5 metre X 3.7 metre flow control structure;
- Approximately 90 linear metres of 900 mm diameter storm sewer;

Approximately 61% of the property owners within the benefitting areas of the DWA have indicated their support by signing the petition documents, which have been reviewed and verified for sufficiency by the Township Clerk.

**PURPOSE:**

To request Council's consideration of a bylaw in relation to execution of a DWA for Drainage works.

**BACKGROUND/HISTORY:**

At its meeting of June 25, 2018 Council gave first and second readings to Essence Properties Inc. Rezoning Bylaw No. 5381 for proposed development in the Central Gordon Neighbourhood in the Willoughby Community Plan. A public hearing meeting was subsequently held and third reading was granted by Council at its meeting of July 9, 2018 followed by final reading on December 13, 2018 subsequent to the execution of a Servicing Agreement to secure the works and services necessary to support the proposed development, at no cost to the Township.

Policy No. 07-352 relating to implementation of DWAs, was adopted by Council at its meeting of November 15, 2004 and amended May 30, 2016. This policy, a copy of which is provided as Attachment B to this report, provides standardized guidelines for the execution and implementation of Development Works Agreements in accordance with provincial regulations.

QRD Holdings (Willoughby) Inc. submitted the documents necessary for execution of the DWA in accordance with the provincial regulations and municipal policies.

**DISCUSSION/ANALYSIS:**

A DWA is an agreement executed between a municipality and a private developer, pursuant to Section 570 of the Local Government Act, for the provision of works by the municipality or by the developer. The works to be provided are generally trunk or major services that provide a benefit to a large area beyond the front-ending developer's lands. When the works are to be provided by the developer, the municipality is required to allocate all or part of the cost of the works to the owners of real property in the benefiting area.

This cost recovery mechanism is similar, in principle, to the 'latecomer' legislation, but has some distinct features and requirements. One of the primary differences is the requirement for a DWA to be authorized through a bylaw approved by Council. Approval of the bylaw is contingent upon a sufficient and valid petition from the owners of real property within the benefiting area having been presented to Council.

Pursuant to Section 212 of the Community Charter, a sufficient and valid petition is one that is signed by at least 50% of the owners of parcels that have at least 50% of the assessed value of the lands that would be subject to the DWA charge. In the case of Drainage Development Works Agreement Bylaw No. 5488, the Township Clerk has reviewed and confirmed the sufficiency of the petitions submitted by the proponents, a copy of which is provided as Attachment C.

Another distinctive feature of a DWA is the flexibility it offers relating to the term and applicable interest rates. Unlike a latecomer agreement, there is no time limit specified in the Local Government Act for collection of charges payable under a DWA. The terms and interest rates applicable to DWAs can vary, depending on the economic climate and other market conditions, to suit each individual development. In the case of QRD Holdings (Willoughby) Inc., the interest rate is set at 5.45% valid over a period of 15 years from the date of final adoption of the DWA Bylaw.

DWA charges are payable to the Municipality prior to and as a condition of final adoption of a rezoning bylaw, approval of a subdivision plan, strata plan, development permit, development variance permit or building permit issuance for those lands included within the benefiting area. The collected funds are forwarded to the Developer on an annual basis.

**APPLICABLE POLICIES:**

Other existing Township bylaws and policies relevant to the attached Development Works Agreement Policy are the Subdivision and Development Servicing Bylaw 2011 No. 4861 (as amended), Latecomer Policy No. 07-353, and Neighbourhood Plan Policy No. 07-220.

**LEGISLATION:**

Drainage Development Works Agreement (QRD Holdings (Willoughby) Inc.) Bylaw 2019 No. 5488 complies with Sections 565 and 570 of the Local Government Act and Section 212 of the Community Charter.

**FINANCIAL IMPLICATIONS:**

There are not expected to be any financial implications to the Township as the works are financed by the Developer. The municipal processing and administrative costs of \$15,000 are also borne by the Developer, and paid in advance prior to executing the agreement. The rate is calculated as follows: (15 years x \$1,000 per year = \$15,000).

Respectfully submitted,

Dave Anderson  
 MANAGER, DEVELOPMENT ENGINEERING  
 for  
 COMMUNITY DEVELOPMENT DIVISION

This report has been prepared in consultation with the following listed departments.

<b>CONCURRENCES</b>	
<b>Division / Department</b>	<b>Name</b>
FINANCE DIVISION	K. Sinclair
CORPORATE ADMINISTRATION DIVISION	W. Bauer

ATTACHMENT A      Development Works Agreement for Drainage Works  
 ATTACHMENT B      Development Works Agreement Policy No. 07-352  
 ATTACHMENT C      Certificate of Sufficiency for Bylaw No. 5488

**DEVELOPMENT WORKS AGREEMENT  
FOR DRAINAGE WORKS**

**Project # 08-14-0212 (Bylaw 2019 No. 5488)**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, a  
municipal corporation under the Municipal Act of the Province of  
British Columbia and having its offices at 20338 – 65 Avenue,  
Langley, BC V2Y 3J1

(the "Township")

OF THE FIRST PART

AND:

QRD HOLDINGS (WILLOUGHBY) INC., a body corporate, duly incorporated  
under the laws of the Province of British Columbia, having its place of business at  
102, 5489 BYRNE RD  
BURNABY BC V5J 3J1

(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within a drainage catchment area of the Central Gordon Neighbourhood Plan is identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a detention pond and related appurtenances as described in Schedule "C" attached hereto is required to be constructed for the development of lands owned by the Developer within the Benefiting Area.
- C. AND WHEREAS the Works are not currently scheduled for construction by the Township.
- D. AND WHEREAS certain portions of the Works are included within the Township's Development Cost Charge program.
- E. AND WHEREAS the Developer has agreed to construct the Works.

- F. AND WHEREAS the Works may benefit the development of other lands within the Benefiting Area.
- G. AND WHEREAS Section 570 of the Act authorizes the Township to enter into an agreement with the Developer for the provision of the Works and the allocation of all or part of the cost to construct the Works amongst lands within the Benefiting Area.
- H. AND WHEREAS Section 565 of the Act states:
- "(3) *“Despite a development cost charge bylaw, if a work required to be provided under a development works agreement under section 570 (2) [municipal agreements with private developers] is included in the calculations used to determine the amount of a development cost charge, the applicable amount calculated under subsection (4) or (5) is to be deducted from the development cost charge that would otherwise be payable for that class of work.”*
- (4) *For a development cost charge payable by a developer for a work provided by the developer under the agreement, the amount deducted under subsection (3) is to be calculated as*
- (a) *the cost of the work*
- less*
- (b) *the amount to be paid by the municipality to the developer under section 570 (3) (b), other than an amount that is an interest portion under section 570 (6) (c).*
- (5) *For a development cost charge payable by a person other than the developer referred to in subsection (4), the amount deducted under subsection (3) is to be calculated as*
- (a) *the amount charged under section 570 (2) (b) to the owner of the property*
- less*
- (b) *any interest portion of that charge under section 570 (6) (c).”*
- I. AND WHEREAS the Township and the Developer have entered into this Agreement to provide for the construction of the Works, the allocation of the costs thereof throughout the Benefiting Area and the collection and remittance of the Specified Charges imposed pursuant to the Development Works Agreement Bylaw.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE \$1.00 DOLLAR of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## 1. DEFINITIONS

In this Agreement and in the recital above:

"**Act**" means the Local Government Act, R.S.B.C. 2015, Chapter 1, as revised, re-enacted or consolidated from time to time and any successor statute;

"**Actual Capital Cost of the Works**" means the actual Capital Cost of the Works as described in Section 4(d);

"**Agreement**" means this agreement and all Schedules attached hereto, which form part of the agreement;

"**Benefiting Area**" means the real property described in Schedule "A" attached hereto;

"**Benefiting Parcel**" means the parcels of land situated in the Benefiting Area as of the date of this Agreement and described in Schedule "A" and any subdivided portion thereof;

"**Capital Cost**" means the cost to design, engineer and construct the Works excluding Goods and Services Tax;

"**Council**" means the elected council of the Township;

"**DCC Drainage**" means that portion of the Works which is included in the Township's DCC program; \$1,282,822.20

"**Developer**" means QRD Holdings (Willoughby) Inc.;

"**Development Cost Charge**" and "**DCC**" means a charge imposed pursuant to the Township's Development Cost Charge Bylaw;

"**Development Cost Charge Bylaw**" means the Township's Development Cost Charge Bylaw 2012, No. 4963, enacted by the Township under the Act as revised, re-enacted or consolidated from time to time and any successor bylaws;

"**Development Works Agreement Bylaw**" means Bylaw 2019 No. 5488 enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

"**Estimated Cost of the Works**" means the estimated Capital Cost of the entire Works, including the DCC Drainage portion. The Estimated Cost of the Works for Bylaw 2019 No. 5488 is \$3,388,790.58;

"**General Manager of Engineering**" means the General Manager of Engineering for the Township or his designate;

"**Net Developable Hectare**" means the net developable area in hectares of a Benefiting Parcel set out in Schedule "A" of the Development Works Agreement;

"**Owner**" and "**Owners**" means each of the registered owners from time to time of a Benefiting Parcel;

**"Servicing Agreement"** means a servicing agreement in form and substance acceptable to the General Manager of Engineering executed by the Developer with respect to the construction and provision of the Works;

**"Specified Charge"** means \$85,261.88 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 5;

**"Term"** means the period of time that this Agreement is in effect as specified in Section 6;

**"Works"** means the Drainage Works including the DCC Drainage and related appurtenances described in Schedule "C".

## 2. AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this Agreement

## 3. CONSTRUCTION OF DRAINAGE

The Developer shall, at its sole cost and expense, construct and provide the Works in accordance with the Servicing Agreement.

## 4. DRAINAGE COSTS

- (a) Upon development of a Benefiting Parcel during the Term, the Owner of that Benefiting Parcel shall pay to the Township the Specified Charge payable with respect to that development;
- (b) The Specified Charge shall be payable to Township in accordance with the terms of the Development Works Agreement Bylaw;
- (c) If a Specified Charge is payable, Council, an Approving Officer, a building inspector or other municipal authority may, but is not obligated to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel, or do any other thing necessary for the development of a Benefiting Parcel until the Specified Charge has been paid;
- (d) After completion of the construction of the Works and in accordance with the Servicing Agreement and to the satisfaction of the General Manager of Engineering, the Developer's engineer or an engineer appointed by the Township shall calculate and submit to the General Manager of Engineering for approval, the Actual Capital Cost of the Works.
- (e) The Township is not responsible for financing any part of the design or construction of the Works;



- (f) In consideration of the satisfactory completion of the construction of the Works by the Developer, to the acceptance of the General Manager of Engineering without incurring any cost to the Township, the Township agrees to collect from each Owner of a Benefiting Parcel the Specified Charges levied in accordance with the terms of the Development Works Agreement Bylaw;
- (g) Subsequent to the completion of the construction of the Works in accordance with the Servicing Agreement to the acceptance of the General Manager of Engineering and the approval of the Actual Capital Cost of the Works, the Township shall pay to the Developer, at the beginning of the next calendar year and each calendar year thereafter, the Specified Charges collected from the previous year in respect of the development of Benefiting Parcels. The Township, at its sole discretion, may make partial payments at any time during a calendar year. The Township shall have no further obligation to the Developer to make any other payment pursuant to this Agreement. The Developer agrees that any interest earned by the Township on Specified Charges from the date of their collection to the date of their payment to the Developer shall be retained by the Township in consideration of the Township costs of administering this Agreement. If the said payments are returned to the Township unclaimed by the Developer and if the Township is unable to locate the Developer after all reasonable efforts, then the Township shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the Township; and
- (h) In the event of the assignment or transfer of the rights of the Developer under Section 4(g), the Township shall pay any benefits accruing thereunder, after notice, to such successor of the Developer as the Township, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the Township for benefits accruing under this Agreement, then the Township may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the Township believes to be necessary or proper, and the Township shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the Township shall be entitled to recover its legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

## 5. INTEREST

Interest will be calculated from the later of the date the construction of the Works is completed and one year after the adoption of this bylaw to the date the Specified Charge is paid at a rate of 5.45% per annum calculated annually in advance.

## 6. TERM

- (a) The term of this Agreement shall commence upon the adoption of the Development Works Agreement Bylaw and shall expire on the earlier of:
  - i) fifteen (15) years from the date of the adoption of the Development Works Agreement Bylaw; and

ii) upon the Developer receiving the maximum Specified Charges imposed upon the Benefiting Area pursuant to the Development Works Agreement Bylaw;

(b) The Developer covenants and agrees that no Specified Charges shall be due and payable to the Developer subsequent to the expiration of the Term.

The benefits and obligations of this Agreement shall come into force upon the adoption of the Development Works Agreement Bylaw.

## **7. LATECOMER CHARGES**

The Developer covenants and agrees that it will not apply for nor enter into any latecomer agreements with the Township with respect to the Works and the Developer hereby releases and discharges the Township, its officers, employees, servants and agents and covenants and agrees to indemnify and save harmless the Township, its officers, employees, servants and agents from and against all damages, losses, costs, actions, causes of action, claims, demands and expenses (including legal fees and litigation) which may arise or accrue to any person, firm or corporation against the Township, its officers, employees, servants and agents for which the Township, its officers, employees, servants and agents may pay, incur, sustain or be put to by reason of the application of Section 507 of the Local Government Act as amended from time to time to the Works.

## **8. INDEMNITY**

The Developer covenants and agrees to indemnify and save harmless the Township against:

(a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works; and

(b) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works.

## **9. MUNICIPAL COSTS**

The Developer shall pay to the Township, by cash or bank draft, prior to the Township executing this Agreement, a fee of \$15,000 for the preparation, registration and administration of this Agreement.

## 10. NOTICES

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer at the following address:

QRD Holdings (Willoughby) Inc.  
102 – 5489 Byrne Road  
Burnaby, BC V5J 3J1

and to the Township as follows:

Township of Langley  
20338 – 65 Avenue  
Langley, BC V2Y 3J1  
Attention: Manager of Development Engineering

Or such change of address as the Township has, by written notification, forwarded to the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- i) if delivered, on the date of delivery; or
  - ii) if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof.

## 11. BINDING ON SUCCESSORS

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and assigns.
- (b) The Developer shall not assign or transfer their interest in this Agreement without the prior written consent of the Township which consent may be arbitrarily withheld.

## 12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

## 13. LAWS OF BRITISH COLUMBIA

This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

14. SCHEDULES

The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" – List of Benefiting Parcels;
- (b) Schedule "B" – Map of Benefiting Area;
- (c) Schedule "C" – Description of the Works;

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first above written.

**FOR CORPORATE BODY**

SIGNED BY: )  
 )  
 \_\_\_\_\_ )  
 )  
 In the presence of: )  
 (witness): )  
**Signature** \_\_\_\_\_ )  
**Name** \_\_\_\_\_ )  
**Address** \_\_\_\_\_ )  
**Occupation** \_\_\_\_\_ )

**FOR THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

SIGNED BY GENERAL MANAGER, )  
 ENGINEERING & COMMUNITY )  
 DEVELOPMENT )  
 For and on behalf of )  
 THE CORPORATION OF THE )  
 TOWNSHIP OF LANGLEY )  
 )  
 \_\_\_\_\_ )  
**GENERAL MANAGER, ENGINEERING )**  
**& COMMUNITY DEVELOPMENT )**  
 )  
 SIGNED BY TOWNSHIP )  
 CLERK )  
 For and on behalf of )  
 THE CORPORATION OF THE )  
 TOWNSHIP OF LANGLEY )  
 )  
 \_\_\_\_\_ )  
**TOWNSHIP CLERK )**  
 In the presence of: )  
 (as to both Township signatures) )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 Address: )  
 Occupation: )

**SCHEDULE "A"**  
**LIST OF BENEFITING PARCELS**

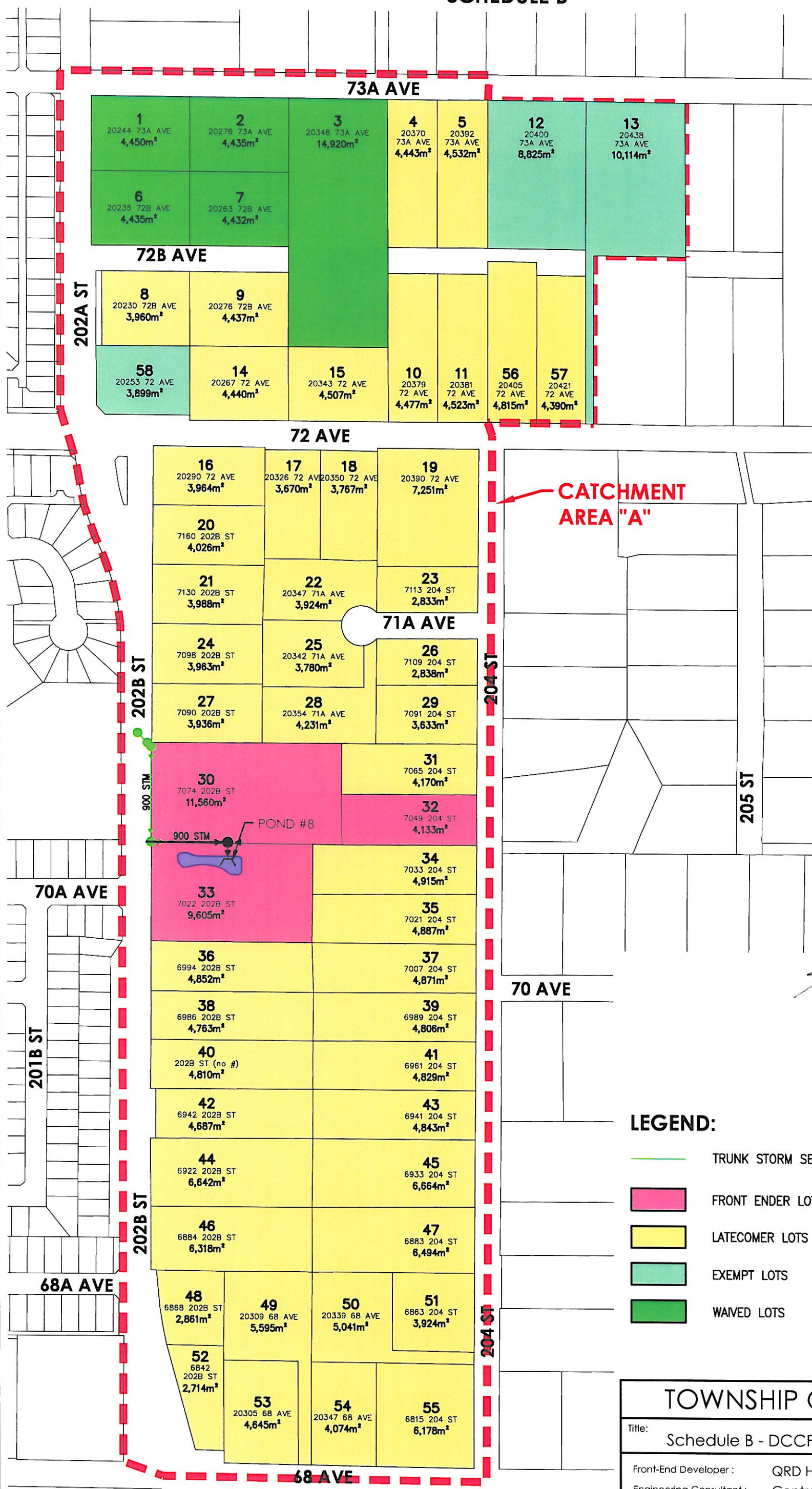
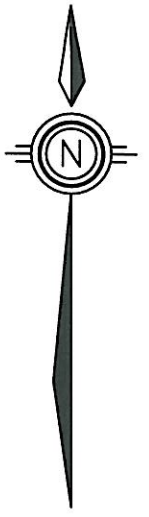
<b>Map ID</b>	<b>Parcel Identifier</b>	<b>Civic Address</b>	<b>Legal Description</b>	<b>Net Developable Area (ha) (Used for petition area)</b>
1	006-306-519	20244 73A AVE	LT 74, SEC 23, TWP 8, NWD, PL NWP41978	0.45
2	002-395-622	20276 73A AVE	LT 75, SEC 23, TWP 8, NWD, PL NWP41978	0.44
3	006-190-375	20348 73A AVE	LT 80, SEC 23, TWP 8, NWD, PL NWP47681	1.49
4	003-406-261	20370 73A AVE	LT 83, SEC 23, TWP 8, NWD, PL NWP54928	0.44
5	002-785-501	20392 73A AVE	LT 84, SEC 23, TWP 8, NWD, PL NWP54928	0.45
6	000-668-532	20235 72B AVE	LT 73, SEC 23, TWP 8, NWD, PL NWP41978	0.44
7	006-306-527	20263 72B AVE	LT 76, SEC 23, TWP 8, NWD, PL NWP41978	0.44
8	026-836-785	20230 72B AVE	LT 2, SEC 23, TWP 8, NWD, PL BCP26483	0.40
9	001-533-100	20276 72B AVE	LT 77, SEC 23, TWP 8, NWD, PL NWP41978	0.44
10	001-113-160	20379 72 AVE	LT 81, SEC 23, TWP 8, NWD, PL NWP54928	0.45
11	002-301-873	20381 72 AVE	LT 82, SEC 23, TWP 8, NWD, PL NWP54928	0.45
12	003-151-344	20400 73A AVE	LT 108, SEC 23, TWP 8, NWD, PL NWP62683	N/A
13	008-488-991	20438 73A AVE	LT 51, SEC 23, TWP 8, NWD, PL NWP38261	N/A
14	006-306-543	20267 72 AVE	LT 78, SEC 23, TWP 8, NWD, PL NWP41978	0.44
15	006-190-341	20343 72 AVE	LT 79, SEC 23, TWP 8, NWD, PL NWP47681	0.45
16	001-421-450	20290 72 AVE	LT A, BLK 7, SEC 14, TWP 8, NWD, PL NWP17096	0.40
17	011-899-930	20326 72 AVE	LT 2, SEC 14, TWP 8, NWD, PL NWP78954	0.37
18	011-899-921	20350 72 AVE	LT 1, SEC 14, TWP 8, NWD, PL NWP78954	0.38
19	005-028-434	20390 72 AVE	LT 60, SEC 14, TWP 8, NWD, PL NWP40177	0.73

<b>Map ID</b>	<b>Parcel Identifier</b>	<b>Civic Address</b>	<b>Legal Description</b>	<b>Net Developable Area (ha) (Used for petition area)</b>
20	010-253-173	7160 202B ST	SEC 14, TWP 8, NWD, PL NWP17096	0.40
21	002-358-506	7130 202B ST	SEC 14, TWP 8, NWD, PL NWP17096	0.40
22	011-899-948	20347 71A AVE	LT 3, SEC 14, TWP 8, NWD, PL NWP78954	0.39
23	005-028-469	7113 204 ST	LT 61, SEC 14, TWP 8, NWD, PL NWP40177	0.28
24	007-445-679	7098 202B ST	LT 53, SEC 14, TWP 8, NWD, PL NWP36910	0.40
25	011-899-956	20342 71A AVE	LT 4, SEC 14, TWP 8, NWD, PL NWP78954	0.38
26	005-028-477	7109 204 ST	LT 62, SEC 14, TWP 8, NWD, PL NWP40177	0.28
27	007-445-695	7090 202B ST	LT 54, SEC 14, TWP 8, NWD, PL NWP36910	0.39
28	011-899-964	20354 71A AVE	LT 5, SEC 14, TWP 8, NWD, PL NWP78954	0.42
29	008-402-418	7091 204 ST	LT 59, SEC 14, TWP 8, NWD, PL NWP37468	0.36
30	006-785-867	7074 202B ST	LT 40, SEC 14, TWP 8, NWD, PL NWP33202	1.16
31	006-784-925	7065 204 ST	LT 42, SEC 14, TWP 8, NWD, PL NWP33202	0.42
32	006-786-103	7049 204 ST	LT 41, SEC 14, TWP 8, NWD, PL NWP33202	0.41
33	002-945-053	7022 202B ST	LT 39, SEC 14, TWP 8, NWD, PL NWP30901	0.96
34	001-715-143	7033 204 ST	LT 37, SEC 14, TWP 8, NWD, PL NWP30901	0.49
35	006-540-708	7021 204 ST	LT 38, SEC 14, TWP 8, NWD, PL NWP30901	0.49
36	003-751-856	6994 202B ST	LT 70, SEC 14, TWP 8, NWD, PL NWP66291	0.49
37	008-376-352	7007 204 ST	LT 56, SEC 14, TWP 8, NWD, PL NWP37143	0.49
38	002-333-830	6986 202B ST	LT 71, SEC 14, TWP 8, NWD, PL NWP66291	0.48
39	008-376-387	6989 204 ST	LT 57, SEC 14, TWP 8, NWD, PL NWP37143	0.48

<b>Map ID</b>	<b>Parcel Identifier</b>	<b>Civic Address</b>	<b>Legal Description</b>	<b>Net Developable Area (ha) (Used for petition area)</b>
40	002-292-521	202B ST (NO#)	LT 47, SEC 14, TWP 8, NWD, PL NWP37135	0.48
41	000-634-875	6961 204 ST	LT 50, SEC 14, TWP 8, NWD, PL NWP37135	0.48
42	008-376-051	6942 202B ST	LT 48, SEC 14, TWP 8, NWD, PL NWP37135	0.47
43	004-708-156	6941 204 ST	LT 49, SEC 14, TWP 8, NWD, PL NWP37135	0.48
44	010-512-730	6922 202B ST	LT 2, SEC 14, TWP 8, NWD, PL NWP21608	0.66
45	010-512-748	6933 204 ST	LT 3, SEC 14, TWP 8, NWD, PL NWP21608	0.67
46	001-104-217	6884 202B ST	LT 1, SEC 14, TWP 8, NWD, PL NWP21608	0.63
47	010-512-764	6883 204 ST	LT 4, SEC 14, TWP 8, NWD, PL NWP21608	0.65
48	000-506-648	6868 202B ST	LT 31, SEC 14, TWP 8, NWD, PL NWP26792	0.29
49	002-341-417	20309 68 AVE	LT 3, SEC 14, TWP 8, NWD, PL NWP70398	0.56
50	002-341-409	20339 68 AVE	LT 2, SEC 14, TWP 8, NWD, PL NWP70398	0.50
51	002-341-395	6863 204 ST	LT 1, SEC 14, TWP 8, NWD, PL NWP70398	0.39
52	008-866-724	6842 202B ST	LT 32, SEC 14, TWP 8, NWD, PL NWP26792	0.27
53	002-341-441	20305 68 AVE	LT 4, SEC 14, TWP 8, NWD, PL NWP70398	0.46
54	001-290-207	20347 68 AVE	LT 1, SEC 14, TWP 8, NWD, PL NWP69173	0.41
55	001-290-215	6815 204 ST	LT 2, SEC 14, TWP 8, NWD, PL NWP69173	0.62
56	005-716-268	20405 72 AVE	LT 85, SEC 23, TWP 8, NWD, PL NWP58950	0.48
57	003-151-361	20421 72 AVE	LT 109, SEC 23, TWP 8, NWD, PL NWP62683	0.44
58	002-605-741	20253 72 AVE	LT 71, SEC 23, TWP 8, NWD, PL NWP41978	N/A

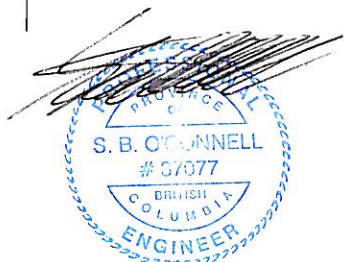
SCHEDULE B

G.1



CATCHMENT AREA "A"

POND #8



Nov. 25, 2019

- LEGEND:**
- TRUNK STORM SEWER WORKS
  - FRONT ENDER LOTS
  - LATECOMER LOTS
  - EXEMPT LOTS
  - WAIVED LOTS

<b>TOWNSHIP OF LANGLEY</b>	
Title: Schedule B - DCCFA Benefiting Lands	
Front-End Developer :	QRD Holdings (Willoughby) Inc.
Engineering Consultant :	Centras Engineering Ltd.
Scale:	1:3000
Date:	June 2019
Land Development File No.	-
Latecomer Application No.	-



**SCHEDULE "C"**  
**DESCRIPTION OF THE WORKS**

The Drainage works is comprised of the following major components:

- A community stormwater detention facility with a volume capacity of approximately 2,300 cubic metres covering a land area of approximately 0.261 hectares (0.64 acres);
- A 3.0 metre X 1.5 metre X 3.7 metre flow control structure;
- Approximately 90 linear metres of 900 mm diameter storm sewer;

Applicable DCC Project ID Number from Development Cost Charge Bylaw 2012 No. 4963 related to the works is as follows:

DCC Project ID Number	Description
11 D 050	Detention Pond 8
11 D 051	Trunk Sewer (25% Portion)



## COUNCIL POLICY

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<b>Subject: Development Works Agreement</b>	<b>Policy No:</b>	<b>07-352</b>
	<b>Previous Policy No:</b>	<b>07-401</b>
	<b>Approved by Council:</b>	<b>2004-11-15</b>
	<b>Revised by Council:</b>	<b>2016-05-30</b>

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### 1. Purpose

- 1.1 To provide guidelines for the administration of Development Works Agreements.

### 2. Background

- 2.1 The Township of Langley is committed to the management of growth in an environmentally and fiscally responsible manner
- 2.2 The Neighbourhood Plans Policy provides the basis of a neighbourhood planning process that capitalizes on voluntary contributions and facilitates growth consistent with community goals and objectives.
- 2.3 Neighbourhood plans, adopted by Council, designate land uses, illustrate projected subdivision patterns, transportation facilities, servicing schemes, amenities and other facilities.
- 2.4 The *Local Government Act* (the Act), authorizes the Township to enter into development works agreements with private developers for the provision of sewage, water, drainage and highway facilities; and for the allocation of all or part of the costs associated with the construction of such facilities, amongst owners of real property within the benefitting area.

### 3. Related Policies

- 3.1 07-220 Neighbourhood Plans
- 3.2 07-230 Subdivision
- 3.3 Development Cost Charges Bylaw 2012 No. 4963, as amended
- 3.4 07-354 Development Cost Charges (DCCs)
- 3.5 Subdivision and Development Services Bylaw 2011, No: 4861, as amended

### 4. Policy

- 4.1 Development Works Agreements (DWAs) must be completed in compliance with all relevant statutes.
- 4.2 All works to be completed under a proposed DWA must be designed in harmony with the latest overall community and neighbourhood plans and corresponding engineering servicing schemes.
- 4.3 A bylaw authorizing a DWA may only be considered by Council, when supported by a sufficient petition from the owners of real property within the area subject to the DWA. Sufficiency of a petition is determined in accordance with governing statutes.

- 4.4 DWAs shall only be considered for the provision of works and services in areas of the Township where a Neighbourhood Plan has been adopted, or otherwise approved by Council; and only if such works and services are in support of proposed developments within the benefiting areas.
- 4.5 DWAs shall only be completed upon execution of a Servicing Agreement in accordance with the Township's Subdivision and Development Servicing Bylaw 2011 No. 4861, as amended, including provision of securities by the developer to ensure compliance with the terms and conditions of the DWA and the Servicing Agreement.
- 4.6 Requests for initiation of a DWA must be submitted in writing by the proponent to the Development Engineering Department and shall contain the following preliminary information:
  - 4.6.1 Maps highlighting the works that are proposed under the DWA, the tributary catchment area of the proposed works and the benefiting area that is subject of the DWA, to scales not exceeding 1:2,500 with legal and topographical information, prepared by a qualified professional engineer.
  - 4.6.2 Construction cost estimates for the proposed works, signed and sealed by a qualified professional engineer, indicating which components of the proposed works, if any, have been included in the Township Development Cost Charges program.
  - 4.6.3 Confirmation of when the proposed works are to be provided and the anticipated term of the DWA.
  - 4.6.4 A proposed formula for calculating the amount of specified charges in accordance with the act.
- 4.7 Requests for cost sharing by the Township must be submitted in writing and may be considered, subject to Council approval.
- 4.8 When actual construction costs are to be used in determining the specified charge in a DWA, the actual charge shall not exceed 110% of the estimated charge, unless the DWA bylaw is amended, complete with new petition.
- 4.9 Terms and conditions of a proposed DWA, including the term (validity period) and applicable interest rate (based on the current Bank of Canada rate plus 1.5%), must be agreed to by the Township prior to commencing the required petition process.
- 4.10 Charges imposed under a DWA shall be collected by the Township and held pending Township acceptance of actual costs. After acceptance of actual costs, payment will be forwarded to the developer on an annual basis, with no interest payable by the Township.
- 4.11 If the payments, referred to in 4.10 above, are returned to the Township and after all reasonable efforts by the Township to locate the developer and the said payments remain unclaimed after 12 months from the date of expiry of the DWA, any unclaimed funds shall be forfeited to the Township for use at its discretion.
- 4.12 When the works contemplated under a DWA include the installation of works whose costs have been included in calculating the Township Development Cost Charges (DCCs), owners within the benefiting area may be entitled to credits against DCCs payable in respect of a proposed development, all in accordance with bylaws, policies and statutes current at the time that such DCC payment is due and payable.

- 4.13 The term of a DWA commences at the time of adoption of the authorizing bylaw.
- 4.14 All works proposed under a DWA must be completed within two years of the date of final adoption of the authorizing bylaw.
- 4.15 All DWAs are subject to an administration fee of \$1,000 plus applicable taxes, for each year of the term, payable prior to the execution date.
- 4.16 Detailed procedures and operational guidelines assist staff and the development community with implementation of this policy.

Township of  
Langley



Est. 1873

## CERTIFICATE OF SUFFICIENCY

### LOCAL AREA PETITION

### DEVELOPMENT WORKS AGREEMENT FOR DRAINAGE – CENTRAL GORDON NEIGHBOURHOOD PLAN AREA (Bylaw 2019 No. 5488)

Pursuant to Section 212 of the *Community Charter*, I hereby certify that the attached petition to the Township of Langley Council for Drainage Development Works Agreement – Central Gordon Neighbourhood Plan (**Bylaw 2019 No. 5488**) meets the following requirements and contains the following:

- 1) The petition is signed by at least 50% of the owners of the parcels that would be subject to the Drainage Development Works Agreement charge;
- 2) The signatures belong to the owners of the parcels having at least 50% of the assessed value of the land and improvements that would be benefit from the works;
- 3) That each page of the petition contains the necessary information as outlined in Section 212 (2) of the *Community Charter*.

The petition having met the requirements as provided by the *Community Charter*, I declare it sufficient for the purpose of a Development Works Agreement for Drainage – Central Gordon Neighbourhood Plan (**Bylaw 2019 No. 5488**)

Declared at Langley, British Columbia  
This 4 day of November, 2019.

W. Bauer  
Township Clerk

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**DRAINAGE DEVELOPMENT WORKS AGREEMENT  
(QRD HOLDINGS (WILLOUGHBY) INC.)**

**BYLAW 2019 NO. 5488**

**EXPLANATORY NOTE**

Bylaw 2019 No. 5488 authorizes the execution of a Development Works Agreement between the Township of Langley and QRD Holdings (Willoughby) Inc. for the provision of Drainage Works in the Central Gordon Neighbourhood Plan area of the Township of Langley and the imposition of a charge on the owners of parcels of land within the specified area benefiting from the said works.

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**DRAINAGE DEVELOPMENT WORKS AGREEMENT  
(QRD HOLDINGS (WILLOUGHBY) INC.)**

**BYLAW 2019 NO. 5488**

A Bylaw to Enter into a Development Works Agreement

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Drainage Development Works Agreement (QRD Holdings (Willoughby) Inc.) Bylaw 2019 No. 5488
2. In this Bylaw:
  - (a) "**Actual Capital Cost of the Works**" means the actual Capital Cost of the Works as described in Section 3;
  - (b) "**Benefiting Area**" means the area containing all the Benefiting Parcels;
  - (c) "**Benefiting Parcel**" means the parcels of land described in Schedule "A" of the Development Works Agreement and any subdivided portion thereof;
  - (d) "**Developer**" means QRD Holdings (Willoughby) Inc.;
  - (e) "**Estimated Cost of the Works**" means the estimated Capital Cost of the entire Works, including the DCC Drainage portion. The Estimated Cost of the Works for Bylaw 2019 No. 5488 is \$3,388,790.58;
  - (f) "**Net Developable Hectare**" means the net developable area in hectares of a Benefiting Parcel set out in Schedule "A" of the Development Works Agreement;
  - (g) "**Specified Charge**" means \$85,261.88 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 4;
  - (h) "**Township**" means the Corporation of the Township of Langley;
  - (i) "**Works**" means the Drainage Works including the DCC Drainage and related appurtenances described in Schedule "C".
3. Upon development of a Benefiting Parcel the owner of the Benefiting Parcel will pay to the Township a Specified Charge based on the Net Developable Area.

For the purposes of this Section 3, the development of a Benefiting Parcel does not include the repair or renovation of an existing building or structure.

In the event that the Actual Capital Cost of the Works has not been determined at the time a Specified Charge for a Benefiting Parcel is payable then the Specified Charge will be based on the Estimated Capital Cost of the Works plus 10% contingency ("Initial Specified Charge"). If, upon the determination of the Actual Capital Cost of the Works, the Specified Charge based on the Actual Capital Cost of the Works is less than the Initial Specified Charge paid by the owner of the Benefiting Parcel then the Township will remit the difference to the owner.

- 4. Specified Charges plus interest calculated in accordance with Section 6 will be payable not later than:
  - (a) Subdivision, for residential development of a Benefiting Parcel, other than multi-family residential development; and
  - (b) Rezone for all other development of a Benefiting Parcel.
- 5. Prior to a Specified Charge being paid in respect of a Benefiting Parcel the Council, approving officer, building inspector or other municipal authority of the Township may, but is not obliged to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of the Benefiting Parcel or do any other thing necessary for the development of the Benefiting Parcel.
- 6. Interest will be calculated from the later of the date the construction of the Works is completed and one year after the adoption of this bylaw to the date the Specified Charge is paid at a rate of 5.45% per annum calculated annually in advance.
- 7. The Township is hereby authorized to enter into a development works agreement with the Developer constructing the Works in respect of the Benefiting Parcels.
- 8. This Bylaw is repealed 15 years after the date of its adoption.

READ A FIRST TIME the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

READ A SECOND TIME the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

READ A THIRD TIME the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ Mayor \_\_\_\_\_ Township Clerk