

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DRAINAGE DEVELOPMENT WORKS AGREEMENT

(QUALICO DEVELOPMENTS (VANCOUVER) INC.)

BYLAW 2018 NO. 5370

EXPLANATORY NOTE

Bylaw 2018 No. 5370 authorizes the execution of a Development Works Agreement between the Township of Langley and Qualico Developments (Vancouver) Inc. for the provision of Drainage Works in the Yorkson 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.

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DRAINAGE DEVELOPMENT WORKS AGREEMENT

(QUALICO DEVELOPMENTS (VANCOUVER) INC.)

BYLAW 2018 NO. 5370

A Bylaw to enter into a Development Works Agreement

WHEREAS the Developer is the owner of or has an interest in one or more Benefiting Parcels.

WHEREAS the Developer proposes to construct the Works at the Developer's sole cost and expense.

WHEREAS the Works will benefit the development of all Benefiting Parcels;

NOW THEREFORE, 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 (Qualico Developments (Vancouver) Inc.) Bylaw 2018 No. 5370."
2. In this Bylaw:
 - (a) **"Actual Capital Cost of the Works"** means the lesser of the actual capital cost of constructing the Works as determined by the Township's General Manager of Engineering or \$9,508,309.54;
 - (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 Qualico Developments (Vancouver) Inc.;
 - (e) **"Estimated Capital Cost of the Works"** means \$8,643,917.76;
 - (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 \$184,233.86 per Net Developable Hectare for each Benefiting Parcel located within the Benefiting Area, plus interest calculated in accordance with Section 6;
 - (h) **"Township"** means the Corporation of the Township of Langley;
 - (i) **"Works"** means the drainage works and ancillary appurtenances described in Schedule "C" of the Development Works Agreement.

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 4.45 % 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.
9. "Drainage Development Works Agreement (Qualico Developments (Vancouver) Inc.) Bylaw 2017 No. 5296" is hereby repealed.

READ A FIRST TIME the	day of	, 2018.
READ A SECOND TIME the	day of	, 2018.
READ A THIRD TIME the	day of	, 2018.
RECONSIDERED AND ADOPTED the	day of	, 2018.

_____ Mayor _____ Township Clerk