



## REPORT TO MAYOR AND COUNCIL

<b>PRESENTED:</b>	JULY 9, 2018 - REGULAR EVENING MEETING	<b>REPORT:</b>	18-103
<b>FROM:</b>	COMMUNITY DEVELOPMENT DIVISION	<b>FILE:</b>	08-26-0164
<b>SUBJECT:</b>	DRAINAGE DEVELOPMENT WORKS AGREEMENT BYLAW (VESTA PROPERTIES (LATIMER) LTD.)		

### RECOMMENDATIONS:

**That** Council give first, second and third reading to Drainage Development Works Agreement (Vesta Properties (Latimer) Ltd.) Bylaw 2018 No. 5401; and further

**That** Council authorize, upon adoption of Drainage Development Works Agreement (Vesta Properties (Latimer) Ltd.) Bylaw 2018 No. 5401, the execution of a Development Works Agreement with Vesta Properties (Latimer) Ltd. in the form of a document presented as Attachment A, for the provision of off-site drainage infrastructure for the northeast phase of the Latimer Neighbourhood Plan area.

### 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 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, based on the provisions of the Local Government Act.

DWA Bylaw 2018 No. 5401 will facilitate the construction of major drainage infrastructure, identified in the documents with an estimated total construction value of approximately \$14,309,205.00 comprised of the following major components:

- A storm water detention facility with a volume capacity of approximately 16,680 m<sup>3</sup> covering a land area of approximately 1.27 hectares (3.14 acres);
- A 2,134 x 3,658 mm meter flow control structure;
- A 2,400 mm diameter diversion manhole;
- Approximately 55 meters of 1,050 mm diameter storm sewer and related appurtenances.

Approximately 52% of the property owners within the benefiting 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 with execution of a Development Works Agreement (DWA) for storm sewer works to support development in Latimer Neighbourhood Plan.

### **BACKGROUND/HISTORY:**

At its meeting of March 27, 2017 Council gave first and second readings to Vesta Properties (Latimer) Ltd. Rezoning Bylaw No. 5268 for proposed development in the northeast phase of the Latimer Neighbourhood Plan area of the Township. A public hearing meeting was subsequently held and third reading was granted by Council at its meeting of April 24, 2017 followed by final reading on May 7, 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. 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.

Vesta Properties (Latimer) Ltd. submitted the documents necessary for execution of the DWA in compliance with rezoning requirements for Bylaw No. 5268 and 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 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' 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. 5401, 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 DWA's can vary, depending on the economic climate and other market conditions, to suit each individual development. In the case of Vesta Properties (Latimer) Ltd., the interest rate is set at 4.95% 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 Bylaw 2018 No. 5401 is in compliance 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 are also borne by the Developer, at an annual rate of \$1,000 (at 15 years equals \$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.

CONCURRENCES	
Division / Department	Name
Finance Division	K. Sinclair
Corporate Administration Division	W. Bauer

ATTACHMENT A      Form of Development Works Agreement for Drainage Works  
ATTACHMENT B      Development Works Agreement Policy No. 07-352  
ATTACHMENT C      Certificate of Sufficiency for Bylaw No. 5401

**DEVELOPMENT WORKS AGREEMENT  
FOR DRAINAGE WORKS**

**Project No. 08-26-0164 (Bylaw 2018 No. 5401)**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2018

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:

VESTA PROPERTIES (LATIMER) LTD., a body corporate, duly incorporated  
under the laws of the Province of British Columbia, having its place of business  
at 101A, 9770 – 196A Street, Langley, BC V1M 2X5  
(the "Developer")

OF THE SECOND PART

- A. WHEREAS real property within a drainage catchment area of the Latimer Neighbourhood Plan is identified in Schedules "A" and "B" attached hereto.
- B. AND WHEREAS a storm sewer 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;

**"Developer"** means Vesta Properties (Latimer) Ltd.;

**"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 Drainage Development Works Agreement Bylaw 2018 No. 5401 enacted by the Township under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

**"Estimated Capital Cost of the Works"** means \$14,309,205.00;

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

**"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 the charge imposed upon the Owner of a Benefiting Parcel pursuant to the Development Works Agreement Bylaw;

**"Term"** means the period of time that this Agreement is in effect as specified in Section 5;

**"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. 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.

## **6. LATECOMER CHARGES**

- (a) 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.

## **7. 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.

## **8. 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.

## **9. 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:

Vesta Properties (Latimer) Ltd.  
101A, 9770 – 196A Street  
Langley, BC V1M 2X5

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.

## **10. 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.

## **11. 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.

## **12. 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.

**13. 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 THE MUNICIPALITY**

\_\_\_\_\_  
General Manager of Community Development

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

**FOR DEVELOPER**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness

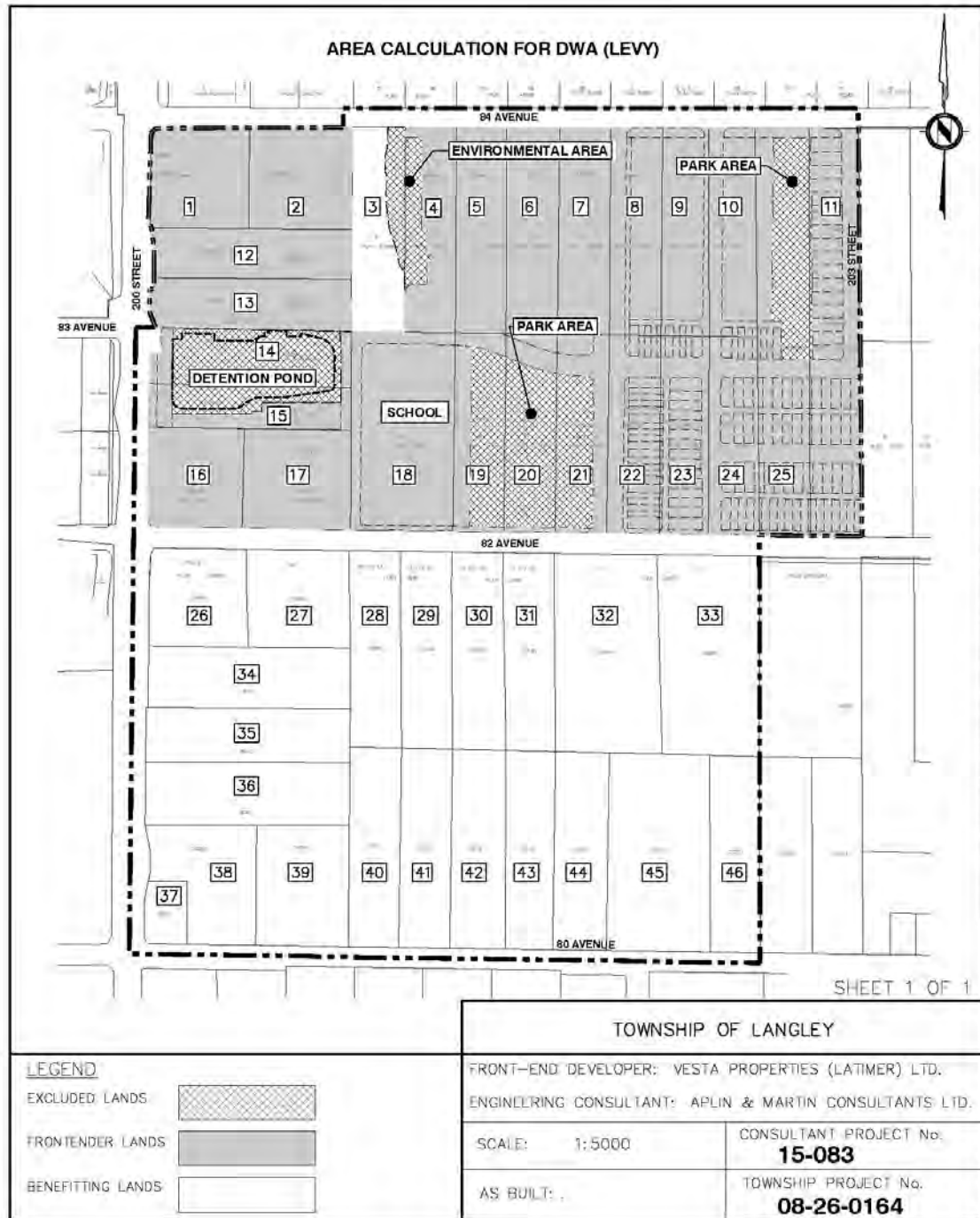
**SCHEDULE "A"**  
**LIST OF BENEFITING PARCELS**

<b>Map ID</b>	<b>PID</b>	<b>House</b>	<b>Street</b>	<b>Legal Description</b>	<b>Registered Owners</b>	<b>Net Developable Area (ha) (Used for petition area)</b>
1	010-866-329	8384	200 ST	LT 20, SEC 26, TWP 8, NWD, PL NWP3295	VESTA PROPERTIES (LATIMER) LTD	0.95
2	010-866-264	20080	84 AVE	LT 20, SEC 26, TWP 8, NWD, PL NWP3295	VESTA PROPERTIES (LATIMER) LTD	0.99
3	003-205-215		84 AVE	LT 61, SEC 26, TWP 8, NWD, PL NWP63049	1111737 B C LTD	0.79
4	002-364-484	20144	84 AVE	LT 62, SEC 26, TWP 8, NWD, PL NWP63049	VESTA PROPERTIES (LATIMER) LTD	0.73
5	002-168-979	20166	84 AVE	LT 53, SEC 26, TWP 8, NWD, PL NWP63967	VESTA PROPERTIES (LATIMER) LTD	1.00
6	003-433-404	20178	84 AVE	LT 54, SEC 26, TWP 8, NWD, PL NWP63967	VESTA PROPERTIES (LATIMER) LTD	1.01
7	004-275-004	20210	84 AVE	LT 51, SEC 26, TWP 8, NWD, PL NWP50958	VESTA PROPERTIES (LATIMER) LTD	1.02
8	002-389-240	20242	84 AVE	LT 52, SEC 26, TWP 8, NWD, PL NWP50958	VESTA PROPERTIES (LATIMER) LTD	1.02
9	011-932-643	20260	84 AVE	LT 1, SEC 26, TWP 8, NWD, PL NWP79027	VESTA PROPERTIES (LATIMER) LTD	0.94
10	011-932-651	20288	84 AVE	LT 2, SEC 26, TWP 8, NWD, PL NWP79027	VESTA PROPERTIES (LATIMER) LTD	0.94
11	019-055-749	20340	84 AVE	LT 2, SEC 26, TWP 8, NWD, PL LMP20005	VESTA PROPERTIES (LATIMER) LTD	2.01
12	007-099-801	8336	200 ST	LT 35, SEC 26, TWP 8, NWD, PL NWP35174	VESTA PROPERTIES (LATIMER) LTD	0.96
13	007-098-251	8304	200 ST	LT 36, SEC 26, TWP 8, NWD, PL NWP35174	VESTA PROPERTIES (LATIMER) LTD	0.96
14	002-568-934	8278	200 ST	LT J, SEC 26, TWP 8, NWD, PL NWP23820	VESTA PROPERTIES (LATIMER) LTD	0.15
15	008-904-812	8262	200 ST	LT H, SEC 26, TWP 8, NWD, PL NWP23820	VESTA PROPERTIES (LATIMER) LTD	0.47
16	008-903-786	8242	200 ST	LT 26, SEC 26, TWP 8, NWD, PL NWP27546	VESTA PROPERTIES (LATIMER) LTD	0.91
17	008-903-816	20059	82 AVE	LT 26, SEC 26, TWP 8, NWD, PL NWP27546	VESTA PROPERTIES (LATIMER) LTD	1.01

Map ID	PID	House	Street	Legal Description	Registered Owners	Net Developable Area (ha) (Used for petition area)
18	010-866-167		82 AVE	LT 16, SEC 26, TWP 8, NWD, PL NWP3295	VESTA PROPERTIES (LATIMER) LTD	1.94
19	005-616-310	20153	82 AVE	LT 49, SEC 26, TWP 8, NWD, PL NWP57815	VESTA PROPERTIES (LATIMER) LTD	0.39
20	003-797-988	20181	82 AVE	LT 50, SEC 26, TWP 8, NWD, PL NWP57815	VESTA PROPERTIES (LATIMER) LTD	0.18
21	010-866-078	20217	82 AVE	SEC 26, TWP 8, NWD, PL NWP3295	VESTA PROPERTIES (LATIMER) LTD	0.44
22	010-866-019	20245	82 AVE	LT 14, SEC 26, TWP 8, NWD, PL NWP3295	VESTA PROPERTIES (LATIMER) LTD	0.96
23	001-406-621	20265	82 AVE	LT 33, SEC SW26, TWP 8, NWD, PL NWP31781	VESTA PROPERTIES (LATIMER) LTD	0.96
24	006-658-814	20291	82 AVE	LT 34, SEC 26, TWP 2, NWD, PL NWP31781	VESTA PROPERTIES (LATIMER) LTD	0.91
25	019-055-731	20319	82 AVE	LT 1, SEC 26, TWP 8, NWD, PL LMP20005	VESTA PROPERTIES (LATIMER) LTD	1.29
26	007-163-576	20030	82 AVE	LT 37, SEC 26, TWP 8, NWD, PL NWP35279	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS IN CANADA	0.93
27	007-163-606	20088	82 AVE	LT 38, SEC 26, TWP 8, NWD, PL NWP35279	HAYER BUILDERS GROUP (FRAME TOWNHOMES) LTD	0.97
28	006-451-110	20106	82 AVE	LT 43, SEC 26, TWP 8, NWD, PL NWP42197	S H 1 DEVELOPMENT CORPORATION	0.96
29	006-451-098	20148	82 AVE	LT 43, SEC 26, TWP 8, NWD, PL NWP42197	20148 82 AVE HOLDINGS LTD	0.96
30	007-543-611	20152	82 AVE	LT 44, SEC 26, TWP 8, NWD, PL NWP44558	SKY PROJECTS LTD PARADIGM ENTERPRISES LTD HOMER CAPITAL INC MUNDI HOLDINGS LTD	0.96
31	000-507-938	20180	82 AVE	LT 44, SEC 25, TWP 8, NWD, PL NWP44558	DHALIWAL GURVINDER S AUJLA LAKHBIR S	0.96
32	010-865-918	20214	82 AVE	LT 11, SEC 26, TWP 8, NWD, PL NWP3295	0938428 BC LTD	1.93
33	010-865-926	20306	82 AVE	LT 12, SEC 26, TWP 8, NWD, PL NWP3295	0938430 BC LTD	1.93
34	010-865-551	8146	200 ST	LT 6, SEC 26, TWP 8, NWD, PL NWP3295	HARKIA HOLDINGS LTD	1.15

Map ID	PID	House	Street	Legal Description	Registered Owners	Net Developable Area (ha) (Used for petition area)
35	010-865-683	8140	200 ST	LT 6, SEC 26, TWP 8, NWD, PL NWP3295	S H 1 DEVELOPMENT CORPORATION	1.16
36	006-555-926	8092	200 ST	LT 29, SEC 26, TWP 8, NWD, PL NWP31043	HARKIA HOLDINGS LTD	1.20
37	009-720-197	20011	80 AVE	LT F, SEC 26, TWP 8, NWD, PL NWP12527	KUO HAI-PEI	0.26
38	005-436-443	20053	80 AVE	LT 40, SEC 26, TWP 8, NWD, PL NWP40737	SEKHON SHINDER K	0.92
39	005-436-460	20069	80 AVE	LT 41, SEC 26, TWP 8, NWD, PL NWP40737	LANGLEY (TOWNSHIP)	1.05
40	006-455-069	20115	80 AVE	LT 42, SEC 26, TWP 7, NWD, PL NWP42197	S H 1 DEVELOPMENT CORPORATION	0.99
41	006-451-039	20139	80 AVE	LT 42, SEC 26, TWP 8, NWD, PL NWP42197	ESSENCE PROPERTIES (LATIMER) INC	0.99
42	007-543-646	20159	80 AVE	LT 45, SEC 26, TWP 8, NWD, PL NWP44558	ESSENCE PROPERTIES (LATIMER) INC	0.99
43	007-543-638	20179	80 AVE	LT 45, SEC 26, TWP 8, NWD, PL NWP44558	HSUEH SU T	0.99
44	000-604-330	20211	80 AVE	LT 46, SEC 26, TWP 8, NWD, PL NWP44934	GLORIENTAL DEVELOPMENTS LTD	1.01
45	000-604-348	20249	80 AVE	LT 47, SEC 26, TWP 8, NWD, PL NWP44934	1098735 BC LTD	2.00
46	008-026-173	20287	80 AVE	LT 48, SEC 26, TWP 8, NWD, PL NWP44934	POLAJZAR MIRJANA	1.01

# **SCHEDULE "B"** **MAP OF BENEFITING AREA**



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

Drainage works consisting of a detention facility of approximately 1.27 hectares in area, complete with approximately 55 linear metres of 1050 mm diameter storm sewer, flow control chamber and appurtenances, including landscaping and fencing, having an estimated Capital Cost of \$14,309,205.00, all in accordance with the Vesta Properties (Latimer) Ltd. Bylaw as per design drawings numbered as follows:

- 15-082 (08-26-0164) sheets 1 to 10 inclusive prepared by Aplin Martin
- 14-154 (08-26-0164) sheets L1 to L3 prepared by PMG Landscape Architects
- 16-455 (08-26-0164) sheets S1 to S5 prepared by Lang Structural Engineering
- 1102-07-15 (08-26-0164) sheets 1 and 2 prepared by Envirowest Consultants



# COUNCIL POLICY

<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.



**CERTIFICATE OF SUFFICIENCY**

**LOCAL AREA PETITION**

**DEVELOPMENT WORKS AGREEMENT**  
**FOR DRAINAGE – LATIMER NEIGHBOURHOOD PLAN AREA**  
**(Bylaw 2018 No. 5401)**

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 – Latimer Neighbourhood Plan (**Bylaw 2018 No. 5401**) 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 – LATIMER NEIGHBOURHOOD PLAN AREA (**Bylaw 2018 No. 5401**).

Declared at Langley, British Columbia  
This     day of     , 2018.

W. Bauer  
Township Clerk

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**DRAINAGE DEVELOPMENT WORKS AGREEMENT**

**(VESTA PROPERTIES (LATIMER) LTD.)**

**BYLAW 2018 NO. 5401**

**EXPLANATORY NOTE**

Bylaw 2018 No. 5401 authorizes the execution of a Development Works Agreement between the Township of Langley and Vesta Properties (Latimer) Ltd. for the provision of Drainage Works in the Latimer 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**

**(VESTA PROPERTIES (LATIMER) LTD.)**

**BYLAW 2018 NO. 5401**

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 (Vesta Properties (Latimer) Ltd.) Bylaw 2018 No. 5401."
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 \$15,740,125.50;
  - (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 Vesta Properties (Latimer) Ltd.;
  - (e) **"Estimated Capital Cost of the Works"** means \$14,309,205.00;
  - (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 \$340,253.47 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 4.95 % 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	, 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