



REPORT TO MAYOR AND COUNCIL

PRESENTED: APRIL 15, 2019 - REGULAR AFTERNOON MEETING
FROM: COMMUNITY DEVELOPMENT DIVISION
SUBJECT: DRAINAGE DCC FRONTENDING AGREEMENT
 SOUTH BROOKSWOOD INFRASTRUCTURE INC.

REPORT: 19-66
FILE: 07-27-0082

RECOMMENDATION(S):

That Council receive this report entitled “Drainage Development Cost Charges (DCC) Frontending Agreement South Brookswood Infrastructure Inc.”, for information; and

That Council authorize staff to execute the Drainage Development Cost Charges (DCC) Frontending Agreement with South Brookswood Infrastructure Inc. in the substantial form of a document presented as Attachment A, for the provision of off-site drainage infrastructure for the northwest quadrant of the Booth area of the Brookswood-Fernridge Community Plan.

EXECUTIVE SUMMARY:

A subdivision application was received by the Township from South Brookswood Infrastructure Inc. on June 19, 2018 for a two (2) lot subdivision at 19616 - 33A Avenue. The purpose of the subdivision is to provide an adequately sized “utility” lot to accommodate a sanitary sewer lift station and a community detention facility, to support development in a catchment area of the northwest quadrant of the Booth area in the Brookswood-Fernridge Community. The remaining lot has the capability to further subdivide in the future. South Brookswood Infrastructure Inc. satisfied the requirements to support subdivision outlined in the Decision Letter dated March 27, 2019 one of which is the execution of a Servicing Agreement to secure the works and services necessary to support the proposed development, at no cost to the Township.

To finance and complete municipal services necessary to support the proposed development at no cost to the Township, the Developer may be able to utilize one or more of the cost recovery mechanisms available within the provisions of the Local Government Act (the “Act”) and the Community Charter (the “Charter”). These mechanisms include Latecomer Agreements, Development Works Agreements (DWA) and Development Cost Charge (DCC) Frontending Agreements.

Staff supports the proposed DWA and DCC Frontending Agreement to minimize DWA charges imposed on the benefiting lands. The attached DCC Frontending Agreement allows the Developer to recover DCCs collected from the benefiting area upon the Developer completing the required DCC works. The DCC Frontending Agreement is intended to work in harmony with the DWA to partially compensate the Developer for the upfront costs associated with the construction of the community servicing needs to allow development of the southwest phase of the Booth area of the Brookswood-Fernridge Community Plan.

PURPOSE:

The purpose of this report is to obtain Council's approval to execute a Drainage DCC Frontending Agreement with South Brookswood Infrastructure Inc.

BACKGROUND/HISTORY:

A subdivision application was received by the Township from South Brookswood Infrastructure Inc. on June 19, 2018 for a two (2) lot subdivision at 19616 - 33A Avenue. The purpose of the subdivision is to provide an adequately size lot for a sanitary sewer lift station and a community detention facility, to support development in a catchment area of the northwest quadrant of the Booth area in the Brookswood-Fernridge Community. The remaining lot has the capability to further subdivide in the future. South Brookswood Infrastructure Inc. satisfied the requirements to support subdivision outlined in the Decision Letter dated March 27, 2019 one of which is the execution of a Servicing Agreement to secure the works and services necessary to support the proposed development, at no cost to the Township.

The Township supports the Developer's proposal to apply for a DCC Frontending Agreement. The attached Drainage DCC Frontending Agreement provides the Developer a cost recovery mechanism to compensate them for the upfront costs associated with the construction of the community detention facility and trunk storm sewer required to facilitate the development of the northwest quadrant of the Booth area in the Brookswood-Fernridge Community Plan.

DISCUSSION/ANALYSIS:

The DCC Frontending Agreement (the "Agreement") proposed by the Developer is a cost recovery mechanism, similar in concept to a DWA in that the cost of the proposed infrastructure is to be allocated to new growth within a specified benefiting area with no cost to the Township. Where the proposed Agreement differs from a DWA is in the following areas:

- The recovery of the costs is limited to DCCs that will be collected from development within the benefiting area over the term of the Agreement and does not include an additional charge;
- There is no requirement for a bylaw approval process; and
- The petition process, which is a mandatory requirement for a DWA, is not required subject to provisions outlined in the Community Charter.

The proposed DCC Frontending Agreement is for drainage works only. These drainage works are identified in the current 2012 DCC program and scheduled for construction within the next 20 years. The works have been estimated to have a total design and construction cost of approximately \$7,600,000.00. The Agreement is intended to have a term of 15 years, over which DCCs collected from the specified benefiting area shall be forwarded to the Developer, up to a maximum cost as prescribed in the DCC Bylaw.

APPLICABLE POLICIES:

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

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 administration costs are borne by the Developer, at an annual rate of \$500.

Respectfully submitted,

Dave Anderson
MANAGER, DEVELOPMENT ENGINEERING
for
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A DCC Frontending Agreement

TOWNSHIP OF LANGLEY
DEVELOPMENT COST CHARGES FRONTENDING AGREEMENT

Project No. 07-27-0082 (Drainage)

THIS AGREEMENT dated for reference the _____ day of _____, 2019.

BETWEEN:

TOWNSHIP OF LANGLEY, a municipal corporation under the
Local Government Act of the Province of British Columbia and
having its offices at 20338 65 Avenue, Langley, British Columbia
V2Y 3J1

(the "Township")

OF THE FIRST PART

AND:

SOUTH BROOKSWOOD INFRASTRUCTURE INC. a body corporate, duly
incorporated under the laws of the Province of British Columbia, having its place
of business at 700 W Georgia Street, 25th Floor, Vancouver , British Columbia
V7Y 1K8

(the "Developer")

OF THE SECOND PART

- a) **WHEREAS** real property within the specified benefiting area is identified in the column entitled "Legal Description" in Schedule "A", attached hereto.
- b) **AND WHEREAS** the real property within the Benefiting Area is illustrated in Schedule "B", attached hereto.
- c) **AND WHEREAS** a community stormwater detention facility, storm trunk sewer and related appurtenances as described in Schedule "C" are required to be constructed.
- d) **AND WHEREAS** the Developer has undertaken the performance of its obligations required to be made pursuant to this Agreement.
- e) **AND WHEREAS** the Works are not currently scheduled for construction by the Township, but are contained within the Township's Engineering Servicing Plan

- f) **AND WHEREAS** the Developer has requested that the Township advance the construction of the Storm Sewer Works and has agreed to facilitate such construction for the development of the Benefiting Area.
- g) **AND WHEREAS** Council has entered into a separate Development Works Agreement with the Developer for the provision of the Works in accordance with Section 570 of *the Local Government Act*, RSBC 2015, c. 1 and amendments thereto (the “Act”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10) DOLLARS 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*, RSBC 2015, c. 1, as revised, re-enacted or consolidated from time to time and any successor statute;

"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" of the Agreement;

"Benefitting Parcel" means the real property within the Benefiting Area as described in Schedule "B" of the Agreement;

"Capital Cost" means actual costs incurred by the Developer to construct the Drainage Works;

"Council" means the elected Council of the Township;

"Developer" means South Brookwood Infrastructure 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 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;

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

"Lot" means a development unit used either for single or multi-family use;

"Term" means the period of time the Agreement is in effect as specified in Section 4;

“Township” means the Corporation of the Township of Langley having its municipal office located at 20338 65 Avenue, Langley, British Columbia, V2Y 3J1; and

“Works” means Storm Sewer Works and related appurtenances substantially as described in Schedule “C”.

2. AREA SUBJECT OF AGREEMENT

The Benefiting Area is the subject of this agreement.

3. CREDIT FOR WORKS

- a) The Township agrees to credit the Developer the drainage Development Cost Charge for each additional lot created within the Benefiting Area but shall not exceed \$1,219,000.00 without interest.
- b) In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager of Engineering shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager of Engineering, in their 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 paying 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.
- c) The Township is not responsible for financing any of the costs of the Works.
- d) In consideration of the completion of the Works by the Developer to the satisfaction of the General Manager of Engineering, the Township shall pay to the Developer upon Substantial Completion, then on an annual basis, Development Cost Charges for storm sewer, to the extent the storm sewer component of the Development Cost Charges have been collected and are received by the Township under the Development Cost Charge Bylaw, until the total Capital Cost of the Works is paid to the Developer, without interest.
- e) Any payment made by the Township under this Agreement will be paid to the Developer at the address of the Developer set out in this Agreement or at such other address as the Developer shall provide in writing. 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, the Township shall forever retain all such unclaimed funds.

4. TERM

- a) The term of this Agreement shall commence upon the execution date by the Township and shall expire no later than fifteen (15) years after that date.
- b) In the event that the Developer fails to complete the Works within twenty-four (24) months after the Agreement execution date, the Agreement shall lapse; provided, however, that the Developer may request to extend the period of this Agreement on such terms and conditions that the Township may deem reasonable. Any extension of the Agreement is at the sole discretion of the Township. This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been credited with the maximum recoverable sum of \$1,219,000 without interest.

5. 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.

6. TOWNSHIP'S COSTS

The Developer shall pay to the Township, by cash or bank draft, prior to the Township executing this Agreement, a fee equivalent to \$7,500 for the preparation, registration and administration of this Agreement.

7. 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 as follows:

South Brookwood Infrastructure Inc.
700 W Georgia Street, 25th Floor
Vancouver , BC V2Y 1K8

or such change of address as the Developer has, by written notification, forwarded to the Township, 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 Developer.

- 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 (5th) day after the mailing thereof.

8. 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 its interest in this Agreement without the prior written consent of the Township, which consent shall not be unreasonably withheld.

9. 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.

10. 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.

11. SCHEDULES

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

- a) Schedule "A" – Benefiting Parcels
- b) Schedule "B" – 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”
BENEFITING PARCELS**

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
1	001-311-298	19807 28 AVE	LT 41 SEC 22 TWP 7 NWD PL 48053	0.30
2	007-094-043	19839 28AVE	LT 33 SEC 22 TWP 7 NWD PL 34684	0.30
3	006-756-506	19869 28 AVE	LT 31 SEC 22 TWP 7 NWD PL 33064	0.30
4	008-389-144	19891 28 AVE	LT 35 SEC 22 TWP 7 NWD PL 36969	0.29
5	001-051-091	2879 200 ST	N 191' OF LT 23 SEC 22 TWP 7 NWD PL 1168	0.70
6	001-551-744	19816 30 AVE	LT 40 SEC 22 TWP 7 NWD PL 48053	0.91
7	004-017-030	19840 30 AVE	LT 32 SEC 22 TWP 7 NWD PL 34684	0.91
8	006-756-476	19860 30AVE	LT 30 SEC 22 TWP 7 NWD PL 33064	0.93
9	004-254-490	19886 30 AVE	LT 34 SEC 22 TWP 7 NWD PL 36969	0.91
10	007-570-767	2923 200 ST	LT 39 SEC 22 TWP 7 PL 44575	0.60
11	007-570-759	2945 200 ST	LT 38 SEC 22 TWP 7 NWD PL 44575	0.58
12	006-658-512	2957 200 ST	LT 29 SEC 22 TWP 7 NWD PL 31778	0.60
13	006-658-474	2983 200 ST	LT 28 SEC 22 TWP 7 NWD PL 31778	0.47
14	016-012-933	3031 200 ST	PCL A SEC 22 TWP 7 NWD PL 85336	4.87
15	012-021-237	3083 200 ST	N 1/2 LT 10 SEC 22 TWP 7 NWD PL 1168	1.63
16	001-504-479	19882 32 AVE	E 1/2 LT 6 SEC 22 TWP 7 NWD PL 1168	0.97
17	012-021-172	19858 32 AVE	W 1/2 LT 6 SEC 22 TWP 7 NWD PL 1168	0.97
18	012-021-164	19832 32 AVE	E 1/2 LT 5 SEC 22 TWP 7 NWD PL 1168	0.97
19	012-021-156	19810 32 AVE	W 1/2 LT 5 SEC 22 TWP 7 NWD PL 1168	0.97

Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
20	004-296-346	19790 32 AVE	E 1/2 LT 4 SEC 22 TWP 7 NWD PL 1168	0.96
21	006-488-251	19740 32 AVE	LT 26 SEC 22 TWP 7 NWD PL 30064	1.77
22	006-488-269	19724 32 AVE	LT 27 SEC 22 TWP 7 PL 30064	1.12
23	012-021-130	19684 32 AVE	LT 2 SEC 22 TWP 7 NWD PL 1168	1.93
24	002-009-170	3134 196 ST	S 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.97
25	000-638-650	19642 32 AVE	E 1/2 N 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.49
26	012-021-121	3170 196 ST	W 1/2 N 1/2 LT 1 SEC 22 TWP 7 NWD PL 1168	0.48
27	007-910-274	19889 32 AVE	E 1/2 LT 8 SEC 27 TWP 7 NWD PL 7916	0.94
28	011-273-615	19865 32 AVE	S 1/2 W 1/2 LT 8 SEC 27 TWP 7 NWD PL 7916	0.47
29	004-537-513	19866 33A AVE	N 1/2 W 1/2 LOT 8 SEC 27 TWP 7 NWD PL 7916	0.47
30	011-273-593	19853 32 AVE	E 1/2 LT 7 SEC 27 TWP 7 NWD PL 7916	0.95
31	011-273-607	19831 32 AVE	W 1/2 LT 7 SEC 27 TWP 7 NWD PL 7916	0.95
32	011-273-585	19811 32 AVE	LT 6 SEC 27 TWP 7 PL 7916	0.95
33	011-273-551	19803 32 AVE	W 1/2 LT 6 SEC 27 TWP 7 NWD PL 7916	0.95
34	011-273-542	19779 32 AVE	E 1/2 LT 5 SEC 27 TWP 7 NWD PL 7916	0.95
35	011-273-577	19769 32 AVE	W 1/2 LT 5 SEC 27 TWP 7 NWD PL 7916	0.95
36	011-273-534	19721 32 AVE	LT 4 SEC 27 TWP 7 NWD PL 7916	1.89
37	002-605-511	19685 32 AVE	LT 3 SEC 27 TWP 7 NWD PL 7916	1.89
38	009-698-833	19671 32 AVE	LT 2 SEC 27 TWP 7 NWD PL 76817	0.94
39	009-698-825	19644 33A AVE	LT 1 SEC 27 TWP 7 NWD PL 76817	0.94





Map ID	Parcel Identifier	Civic Address	Legal Description	Net Developable Area (ha) (Used for petition area)
40	011-273-518	19629 32 AVE	LT 1 SEC 27 TWP 7 NWD PL 7916	0.39
41	003-647-404	19616 33A AVE	LT 1 SEC 27 TWP 7 NWD PL 7916	0.84
42	006-560-130	19801 28 AVE	LT 3 SEC 22 TWP 7 NWD PL 73850	0.43
43	006-560-105	19787 28 AVE	LT 2 SEC 22 TWP 7 NWD PL 73850	0.40
44	006-560-075	19792 30 AVE	LT 1 SEC 22 TWP 7 NWD PL 73850	0.81
45	000-510-025	2920 197A ST	LT 51 SEC 22 TWP 7 NWD PL 67645	0.81
46	000-510-033	2956 197A ST	LT 52 SEC 22 TWP 7 NWD PL 67645	0.81
47	000-509-388	2935 197A ST	LT 55 SEC 22 TWP 7 NWD PL 67644	1.14
48	000-509-361	2955 197A ST	LT 54 SEC 22 TWP 7 NWD PL 67644	1.13
49	010-399-691	2936 196 ST	N 1/2 OF 2 324' BLK A SEC 22 TWP 7 NWD PL 8030	1.94

SCHEDULE "B"
BENEFITING AREA



- Notes:
- 1). Densities determined Brookwood-Fernridge Community Plan, 2017
 - 2). Areas determined from the Township of Langley Geosource.

LEGEND

-  FRONT ENDER'S LANDS
 BENEFITING LANDS
 EXCLUDED LANDS
 GREENWAYS, ROAD, ETC.
 CATCHMENT BOUNDARY

DCC CATCHMENT

Brookswood
32 Ave & 196 St
Township of Langley, BC

DATE: March 26, 2019
PREPARED FOR: South Brookwood Infrastructure
SCALE: 1 : 5000 @ 11" X 17"
MCSL PROJECT: 2111-03422-07
MUN. PROJECT: 07-27-0082



McEharny
McEharny Consulting Services Ltd.
Suite 2300 13450 - 102 Avenue Surrey BC Canada V3T 5X3
Tel 604 596 0391 • Fax 604 584 5050

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

Construction of a community storm water detention facility of approximately 6,900m² in area complete with approximately 670 linear metres of 750mm diameter storm sewers, manholes and appurtenances including a 2.4m X 2.4m X 2.95m flow control structure, having an estimated cost of \$6,383,300 (including land) all in accordance with the Township of Langley Subdivision and Development Servicing Bylaw, per design drawings numbered 2111-03422-07 sheets 1 to 26 inclusive, prepared by McElhanney Consultants Ltd. dated November 2017.

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 035	196 Street Trunk sewer