

NO: R174

COUNCIL DATE: November 23, 2020

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## REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **November 19, 2020**

FROM: **General Manager, Engineering**

FILE: **8319-0219-00-1**

**8619-0219-00-1**

**8619-0219-00-2**

XC: **7819-0219-00**

SUBJECT: **Development Cost Charge Front-Ending Agreement and Development Works Agreements for Drainage Infrastructure Works that Support Development in the Campbell Heights Local Area Plan**

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## RECOMMENDATION

The Engineering Department recommends that Council:

1. Authorize the execution of a Drainage Development Cost Charge Front-Ending Agreement to an upset limit of \$2,817,700.00 (including all applicable taxes), as generally described in this report and as illustrated in Appendix "I" attached to this report;
2. Authorize the execution of a Drainage Development Works Agreement to an upset limit of \$3,563,460.00 (including all applicable taxes) for the Latimer Park works, as generally described in this report and as illustrated in Appendix "II" attached to this report; and
3. Authorize the execution of a Drainage Development Works Agreement to an upset limit of \$1,564,332.00 (including all applicable taxes) for the 194 Street drainage main, as generally described in this report and as illustrated in Appendix "III" attached to this report.

## INTENT

The purpose of this report is to obtain approval for the City to enter into a Development Cost Charge Front-Ending Agreement ("DCCFEA") and Development Works Agreements ("DWAs") with the joint venture CH Latimer Community Pond JV Inc. (the "Front-Ending Developer"). The Front-Ending Developer may be reimbursed in the future with Campbell Heights Local Area Plan ("LAP") specific Drainage Development Cost Charges ("DCCs") and DWA Specified Charges from development on the benefiting properties, as illustrated in Appendices "I" to "III". Execution of these agreements will allow the City drainage infrastructure works to service developments in the LAP within the Latimer Lake stormwater catchment.

## **BACKGROUND**

The Engineering Department's 10-Year Servicing Plan ("10YSP") establishes the City's capital expenditure plan for the construction of engineering infrastructure to service existing neighbourhoods and to support new growth across the City, and the identified growth related components in the 10YSP are used to determine the DCC rates for engineering infrastructure. At the February 10, 2020 Regular Council Meeting, Council approved the 10YSP (2020-2029) and related DCC rates.

Staff in the Engineering Department have been working through the development servicing design process with the Front-Ending Developer, who is proposing to construct the drainage infrastructure works that are described as two projects:

- i. Latimer Lake works which includes construction of a multi-train water quality treatment facility, including oil-grit separator and biofiltration wetland, to improve water quality, and associated parkland improvements. These works are shown in Appendix "II" and as per the Latimer Lake Park Master Plan; and
- ii. Proposed drainage main on 194 Street and 28 Avenue. These works are shown in Appendix "III".

A component of the Latimer Lake works requires Federal and Provincial environmental permits, which have been applied for and are anticipated to be granted by Q2 2021. The 194 Street drainage main works do not require these permits and can proceed. Staff will work with the Front-Ending Developer to expedite work by structuring the procurement to allow non-environmental related scope to proceed while the permits are obtained.

These works are eligible for LAP-specific DCC reimbursements by the City; however, the LAP-specific DCC reimbursements will leave a funding shortfall between the 10YSP costs and the estimated cost of the works based on detailed designs, the balance of which the Front-Ending Developer is proposing be recovered from the benefiting properties through DWA Specified Charges.

Use of the DCCFEA and DWAs are means of financing the construction of services that are contained in the City's 10YSP. Use of the DCCFEA and the DWAs for the Campbell Heights LAP, as recommended in this report, is in keeping with City practice and proposed new City Policies to be considered by Council at the November 23, 2020 Regular Council Land Use Meeting.

## **DISCUSSION**

The Front-Ending Developer, a joint venture comprised of 14 owners who own 20 of the benefitting properties, is proceeding with development on several sites within the LAP. The construction of the drainage infrastructure works is required to allow development to proceed on those sites and will also benefit other lands in the LAP.

Since these works are necessary to proceed with development within the Latimer Lake stormwater catchment, the Front-Ending Developer has offered to front-end the cost of these works, provided that it eventually receives the LAP-specific DCCs and DWA Specified Charges the City collects from subsequent development within the benefiting areas. The DCCFEA and DWAs provide for the payment of funds collected by the City to the Front-Ending Developer, but do not create any other financial obligations between the City and the Front-Ending Developer.

Consistent with City Policies, the DCCFEA and DWAs would remain in effect for 15 years after the completion date of the works to which they apply or conclude early if the full cost recovery is achieved prior to the end of the term.

The DCCFEA, as proposed, will not affect the reasonable implementation of other components of the City's LAP-specific DCC program or the 10YSP. The infrastructure projects are currently identified and partially funded in the 10YSP based on DCCs that have been collected through existing development in the LAP. The DCCFEA will specify that any LAP-specific DCCs collected in the future from the benefiting lands will be used to reimburse the Front-Ending Developer for the capital costs and other eligible expenses related to the works.

The LAP-specific DCCs that may be collected by the City from the benefiting properties are not enough to fully recover the costs for the subject works; hence, over and above the recoveries available from the DCCFEA, the DWAs are required to facilitate recovery of the funding shortfall. The DWA Specified Charges are identified for the two projects and will be collected from the developers/owners of the benefiting lands, applicable to each project, in the future at the time of an application for development or connection. When 2990 – 194 Street, land currently owned by the City, develops in the future, the eastern portion of the property will be serviced by separate drainage mains constructed in the future 195 Street, and therefore only the western portion of the property will benefit from the trunk mains and is included in the DWA Specified Charge for Project No. 8619-0219-00-2.

Pursuant to Section 570 of the *Local Government Act*, RSBC 2015, c 1, a DWA may only be required where a sufficient petition for the DWA has been presented to Council. The Front-Ending Developer has undertaken the DWA petition process with the owners of the properties within each of the benefiting areas. Pursuant to Section 212 of the Community Charter, SBC 2003, c 26, the City Clerk has received and certified the petitions to be sufficient. The petitions included the information required by Section 570(5) of the Local Government Act. The petition criteria was deemed sufficient for the pond with 61.9% benefitting properties and 55.5% assessed lands indicate their support, and for the trunk sewer with 60.0% benefitting properties and 66.8% assessed lands indicate their support. The City's land at 2990 – 194 Street comprises approximately 21.0% of the assessed benefitting area to Latimer Lake, and the City has not responded to the petition at this time to allow the petition to be evaluated on its own merits.

Subject to Council approving the recommendations of this report, Legal Services will prepare the related agreements for execution by the Front-Ending Developer, and the City Clerk will bring forward for the required readings the related DWA Bylaws, which if adopted will act to give the City authority to collect the DWA Specified Charges from the benefiting properties at time of Subdivision/Rezoning, which is earlier than the approach of waiting until Building Permit issuance. A sample DWA Bylaw is attached to this report as Appendix "IV".

The Front-Ending Developer will post securities for the construction of the subject works through the normal Servicing Agreement process. The amounts to be collected from the benefiting properties through LAP-specific DCCs and DWA Specified Charges will be finalized upon completion of construction of the works and on certification of the actual costs of construction to a maximum of the upset limits included in the recommendations of this report.

## FUNDING

The cost of construction of the works will be financed by the Front-Ending Developer. The proposed DCCFEA and DWAs each have a term of 15 years after the completion date of the works, regardless of the amount of the recoveries that the Front-Ending Developer has achieved at that time under each agreement.

## SUSTAINABILITY CONSIDERATIONS

The proposed drainage infrastructure works support the objectives of the City's Sustainability Charter 2.0. In particular, the works relate to the Sustainability Charter 2.0 theme of Infrastructure. Specifically, the proposed works support the following Desired Outcomes ("DO") and Strategic Direction ("SD"):

- All Infrastructure DO1: City facilities and infrastructure systems are well managed, adaptable and long lasting, and are effectively integrated into regional systems;
- All Infrastructure DO2: Infrastructure systems provide safe, reliable and affordable services; and
- All Infrastructure SD1: Proactively manage community assets to maintain them over the long-term in a state of good repair.

## CONCLUSION

The Engineering Department recommends that Council authorize the execution of the DCCFEA and DWAs as discussed in this report.

Scott Neuman, P.Eng.  
General Manager, Engineering

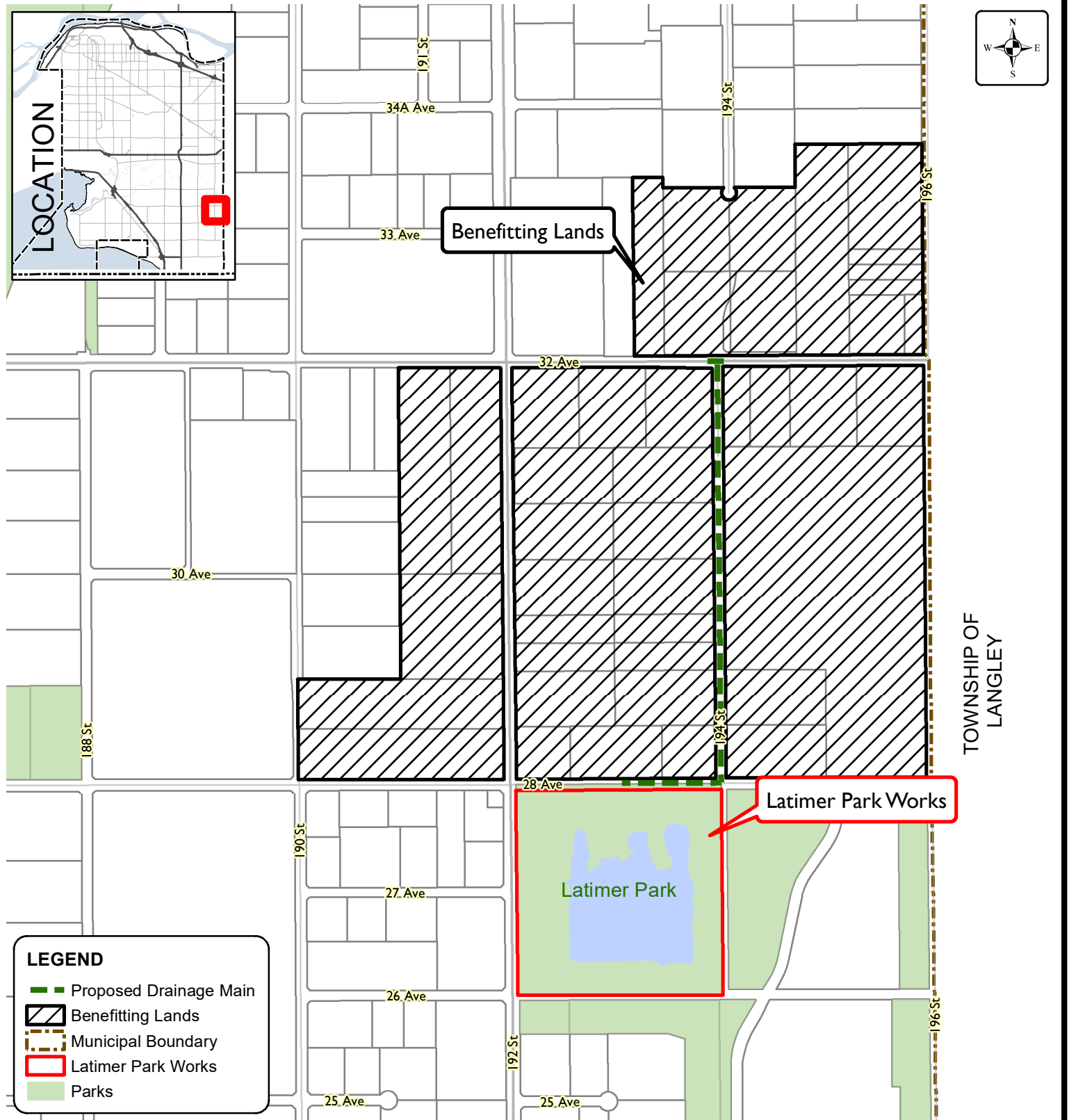
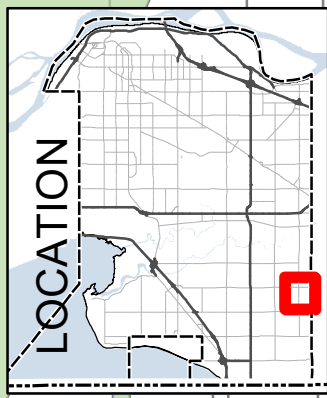
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Appendix "I" - Benefiting Area Map for Proposed Drainage DCCFEA 8319-0219-00-1

Appendix "II" - Benefiting Area Map for Proposed Drainage DWA 8619-0219-00-1

Appendix "III" - Benefiting Area Map for Proposed Drainage DWA 8619-0219-00-2

Appendix "IV" - Sample DWA Bylaw



Benefitting Lands

Latimer Park Works

Latimer Park

TOWNSHIP OF LANGLEY

**LEGEND**

- Proposed Drainage Main
- Benefitting Lands
- Municipal Boundary
- Latimer Park Works
- Parks

Produced by GIS Section: 17-Aug-2020, P205934

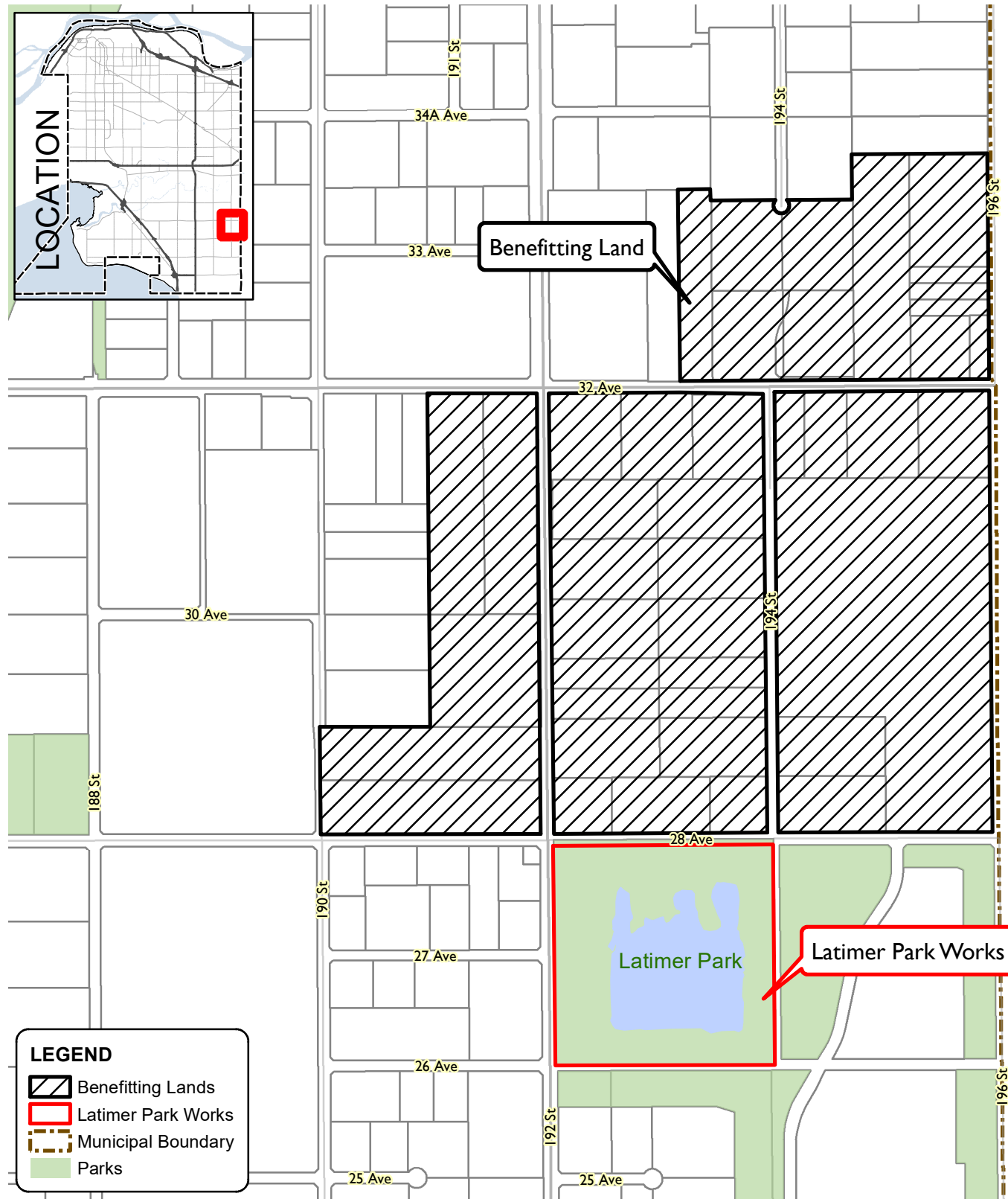
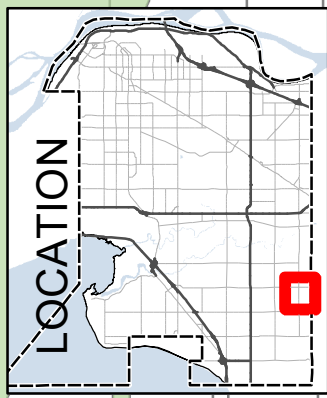
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**BENEFITTING AREA MAP FOR PROPOSED DRAINAGE DCCFEA 8319-0219-00-1 (LATIMER PARK & DRAINAGE MAIN WORKS)**





**ENGINEERING DEPARTMENT**

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.




TOWNSHIP OF  
LANGLEY

**LEGEND**

-  Benefitting Lands
-  Latimer Park Works
-  Municipal Boundary
-  Parks

Produced by GIS Section: 17-Aug-2020, P205934

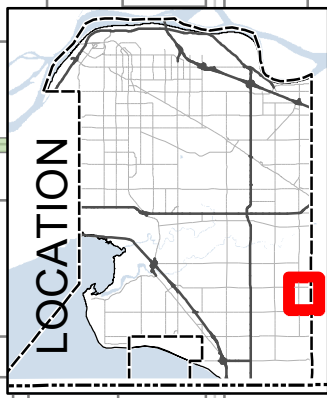
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# BENEFITTING AREA MAP FOR PROPOSED DRAINAGE DWA 8619-0219-00-1 (LATIMER PARK WORKS)

ENGINEERING  
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.



Benefitting Lands





Exempted Lands

Proposed Drainage Main


Latimer Park

TOWNSHIP OF LANGLEY

**LEGEND**

-  Proposed Drainage Main
-  Benefitting Lands
-  Municipal Boundary
-  Parks

Produced by GIS Section: 08-Oct-2020, P205934

Scale: 1:10,000 



**BENEFITTING AREA MAP  
FOR PROPOSED DRAINAGE  
DWA 8619-0219-00-2  
(DRAINAGE MAIN WORKS)**

ENGINEERING  
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

CITY OF SURREY

BYLAW NO. 20157/20158

A bylaw to enter into a development works agreement which authorizes construction of works which will service the benefiting real property within a portion of the Campbell Heights Local Area Plan and establishes that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by bylaw pursuant to Section 570 of the *Local Government Act*, R.S.B.C. 2015, c.1, as amended, (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand works by the City of Surrey (the "City") or by the developer and the cost of constructing the works shall be recovered in whole or in part from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct works to serve a portion of the Campbell Heights Local Area Plan pursuant to Section 570(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient;
- D. AND WHEREAS it is deemed expedient to grant the request of the petitioners in the manner hereinafter provided and proceed with the construction of the works.

NOW THEREFORE, the Council of the City of Surrey, ENACTS AS FOLLOWS:

- 1. This Bylaw shall be cited for all purposes as "Development Works Agreement [8619-0219-00-1/2] Bylaw, 2020, No. 20157/20158."
- 2. The Council hereby authorizes the General Manger Engineering to enter into a development works agreement 8619-0219-00-1/2 (the "Development Works Agreement").



3. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall not exceed the maximum value specified in the petition as being \_\_\_\_\_ (\$ \_\_\_\_\_) for each hectare of land of lawful money of Canada.

PASSED FIRST READING on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PASSED SECOND READING on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PASSED THIRD READING on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK

CITY OF SURREY

DEVELOPMENT WORKS AGREEMENT

Project 8619-0219-00-1/2  
(Drainage – Latimer Park/Trunk Mains)

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104 Avenue  
Surrey, BC, V3T 1V8

(the “City”)

**OF THE FIRST PART**

**AND:**

CH Latimer Community Pond JV Inc.  
#1500, 13450 – 102 Avenue  
Surrey, BC, V3T 5X3

(the “Developer”)

**OF THE SECOND PART**

**WHEREAS:**

- A. The real property within the Campbell Height Local Area Plan is identified in column one entitled “Legal Description” in Schedule “A” and as illustrated in the “Benefiting Area Map” in Schedule “C”.
- B. The registered owners in fee simple of the Benefiting Area are identified in column two entitled “Registered Owner” in Schedule “A”.
- C. The Works are contained within the City's 10-Year Servicing Plan and the Owners have petitioned that the City advance the acquisition and construction of the Works.
- D. The Developer agrees to construct the Works with no contribution from the City.
- E. Council adopted Development Works Agreement [8619-0219-00-1/2] Bylaw, 2020, No. 20157/20158 on \_\_\_\_\_, authorizing the parties to enter into this Agreement pursuant to Section 570 of the *Act*, providing for the provision of the Works by the Developer.

**NOW THEREFORE** this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges) the parties hereby covenant and agree with each other as follows:

## **1 DEFINITIONS**

The parties hereto agree that in this Agreement, including the recitals above, the following definitions will apply:

“Act” means Section 570 of the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended;

“Agreement” means this Agreement and all Schedules attached hereto;

“as amended” means as may be amended or replaced from time to time;

“Benefiting Area” means the real property described in column one entitled “Legal Description” in Schedule “A”;

“Cost” means the actual costs incurred by the Developer to construct the Works and the Cost is estimated to be the sum of [REDACTED] Canadian Dollars (\$ [REDACTED]), including applicable taxes, which costs will be amended by the final cost determined by the City in accordance with Section 2 of this Agreement;

“City” means the City of Surrey;

“Completion Date” means the date the works were placed on maintenance in accordance with Section 2.3 of this Agreement;

“Council” means the Council of the City;

“Developer” means the person, corporation, partnership or party identified as such on the first page of this Agreement and includes its personal or other legal representatives;

“Development Cost Charge” means a charge imposed pursuant to the Development Cost Charge Bylaw;

“Development Cost Charge Bylaw” means Surrey Development Cost Charge Bylaw, 2016, No. 18664, as amended;

“Development Works Agreement Bylaw” means the bylaw specified in recital E.;

“General Manager Engineering” means the officer appointed by Council pursuant to Surrey Officers and Indemnification Bylaw, 2006, No. 15912, as amended, and includes an employee or an officer provided with the written authority to act on their behalf;

“Maximum Amount Owning” means the maximum amount that could be payable by the City to the Developer pursuant to this Agreement as [REDACTED] Canadian Dollars (\$ [REDACTED]) including interest as specified in the petition;

“Owners” means each of the registered owners in fee simple of the Benefiting Area as identified in column two entitled “Registered Owner” in Schedule “A” attached hereto;

“Specified Charge” means a debt payable to the City in the maximum amount of \$ [REDACTED], which may be revised in accordance with Section 2.4 herein, including interest at 5% compounded per annum for each hectare of land to be developed as approved by the City, in accordance with the bylaws of the City, including, but not limited to, the Development Cost Charge Bylaw and Subdivision and Development Bylaw;

“Subdivision and Development Bylaw” means Surrey Subdivision and Development Bylaw, 1986, No. 8830, as amended;

“Term” means the period of time this Agreement is in effect and shall start on the date this Agreement is executed by all parties and shall expire fifteen years after the Completion Date; and

“Works” means Drainage (Latimer Park/Trunk Mains) works and related appurtenances substantially as described in Schedule “B”.

## **2 WORKS**

- .1 The Developer is solely responsible for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the direction of the City.
- .2 The parties acknowledge that, as of the date of this Agreement, the Cost are estimated.
- .3 The Developer agrees that once the City has placed the Works on maintenance the City will issue a letter confirming the maintenance start date and that date will be deemed to be the Completion Date for the purposes of this Agreement.
- .4 The Developer covenants and agrees to provide the City with an invoice detailing the Cost and any other items required by the City, on the Developer’s letterhead, substantiated by the Professional Engineer who designed the Works, in order for the City to certify the final Cost. Once the City has accepted the final Cost the City will issue a letter confirming the value of the final cost and that number will be the final Cost for the purposes of this Agreement.

## **3 PAYMENT FOR WORKS**

- .1 The City is not responsible for financing any of the costs of the Works.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager Engineering in their sole discretion agrees in writing that a portion of the land is not able to be developed.

- .3 The Specified Charge shall be pro-rated for any portion of land not equal to one (1.0) hectare.
- .4 Until the Specified Charge is paid, Council, an Approving Officer, a building inspector or other municipal authority is not obligated to:
  - (i) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of real property of the Owners within the Benefiting Area; or
  - (ii) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .5 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager Engineering, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area the Specified Charge for each subdivision or building permit on or before the date when the Development Cost Charges are payable, pursuant to the Development Cost Charge Bylaw up to the Maximum Amount Owing within the Benefiting Area.
- .6 The City agrees to reimburse the Developer up to the Maximum Amount Owing the Specified Charge collected pursuant to this Agreement as follows:
  - (a) to the extent the Specified Charge has been collected from any Owners at the then prevailing Specified Charge rate;
  - (b) the City shall only be obligated to pay to the extent the City actually receives the Specified Charge from the Owners; and
  - (c) the City shall remit the amounts actually received twice each calendar year to the Developer and the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
- .7 Subject to Section 3.6 the City shall pay the Developer at the address of the Developer as set forth hereinbefore or at such other address as the Developer shall provide by registered mail. If the said payments are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the City shall retain all such unclaimed funds forever.

- .8 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the General Manager, Finance shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the General Manager, Finance in their judgment deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City 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 City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

#### **4 TERM**

- .1 The Developer agrees to the Term of this Agreement.
- .2 The Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.
- .3 This Agreement shall terminate prior to the expiry of the Term in the event the Developer has been paid the Maximum Amount Owing and interest (if any) as specified herein.

#### **5 INDEMNITY**

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the City, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, and including without limitation the Developer agrees that if insufficient funds are paid by the Owners within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement. This indemnity shall survive the expiry of the Term of this Agreement.

#### **6 CITY'S COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee equivalent to \$ [REDACTED] for the preparation and administration of this Agreement. The City acknowledges the receipt of payment by Receipt No. [REDACTED] paid to the City on [REDACTED] for the preparation and administration of this Agreement.

## **7 NOTICES**

- .1 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:

McQuarrie Hunter LLP  
Attn: Eric Vandergriendt  
Suite 1500, 13450 – 102 Avenue  
Surrey, BC, V3T 5X3

of such change of address as the Developer has, by written notification, forwarded to the City, and to the City as follows:

CITY OF SURREY  
Engineering Department  
13450 – 104 Avenue  
Surrey, BC, V3T 1V8

Attention: General Manager, Engineering  
c.c. City Solicitor

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

- .2 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 ASSIGNMENT**

The Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City, 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. It is hereby agreed between the parties hereto that this Agreement shall be enforceable by and against the parties, and their successors and assigns.

**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" - Owners and Benefiting Area
- (b) Schedule "B" - Description of Drainage Works
- (c) Schedule "C" - Benefiting Area Map

**12 CONFLICT**

In the event of any conflict or inconsistency between Schedules "A" and "C", Schedule "A" shall supersede Schedule "C".

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

**CITY OF SURREY**

by its authorized signatory

\_\_\_\_\_  
General Manager, Engineering  
by his Authorized Designate, Sam Lau, P.Eng.  
Manager, Land Development

CH Latimer Community Pond JV Inc.  
by its authorized signatory(ies):

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)



SCHEDULE "A"

OWNERS AND BENEFITING AREA

## SCHEDULE "B"

### DESCRIPTION OF DRAINAGE WORKS

Design, engineer, construct and inspect the **Pond in Latimer Park/Trunk Mains** complete with all required appurtenances.

SCHEDULE "C"

BENEFITING AREA MAP