

NO: R244

COUNCIL DATE: **DECEMBER 16, 2013**

REGULAR COUNCIL

TO: Mayor & Council

DATE: December 9, 2013

FROM: General Manager, Engineering

**FILE: 7813-0071-00
8313-0071-00-1
8613-0071-00-1
8613-0071-00-2**

SUBJECT: Development Cost Charge Front-Ending Agreement and Development Works Agreements for Works that Support Development in the Orchard Grove NCP Area – Qualico Developments (Vancouver) Inc.

RECOMMENDATIONS

The Engineering Department recommends that Council:

1. Authorize the execution of a Development Cost Charge Front-Ending Agreement to an upset limit of \$2,625,000 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond and trunk storm mains for the Orchard Grove Neighbourhood Concept Plan, a portion of the Grandview Heights neighbourhood and a portion of the North Grandview Heights Neighbourhood Concept Plan, all as generally described in this report and as illustrated in Appendix A to this report;
2. Authorize the execution of a Development Works Agreement to an upset limit of \$2,707,153 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond and trunk storm mains for the Orchard Grove Neighbourhood Concept Plan and a portion of the Grandview Heights neighbourhood, all as generally described in this report and as illustrated in Appendix B to this report; and
3. Authorize the execution of a Development Works Agreement to an upset limit of \$487,502 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond for a portion of the Grandview Heights neighbourhood and a portion of the North Grandview Heights Neighbourhood Concept Plan, all as generally described in this report and as illustrated in Appendix C to this report.

INTENT

The purpose of this report is to obtain approval for each of a Development Cost Charge Front-Ending Agreement (DCCFEA) and two Development Works Agreements (DWAs) as means by which to reimburse the front-ending Developer for some of the costs that the Developer will incur in constructing a community detention pond and trunk storm mains to serve the Orchard Grove Neighbourhood Concept Plan (NCP) and adjacent areas.

BACKGROUND

At its Regular Council meeting on October 22, 2012, Council adopted the recommendations of Corporate Report No. R223;2012 (attached to this report as Appendix D), thereby approving an alternate stormwater engineering servicing strategy and related financial strategy as an optional means of managing the provision of stormwater infrastructure in support of development in the Orchard Grove NCP, a portion of the Grandview Heights neighbourhood and a portion of the North Grandview Heights NCP.

Engineering Department staff has been working through the development servicing design process with Qualico Developments (Vancouver) Inc., the Developer, who is proposing to construct the community detention pond in the North Grandview Heights NCP (alternate location of the community detention pond for the Orchard Grove NCP) and trunk storm mains along 164 Street between Orchard Grove and the proposed detention pond. Certain components of these works are eligible for Drainage DCC reimbursement by the City; however, the DCC reimbursements will leave a funding shortfall in relation to the cost of the works, which the Developer is proposing be recovered from other benefiting lands through Drainage DWA Specified Charges. The execution of a DWA requires the approval of City Council.

The use of Drainage DCCs to fund construction of the proposed community detention pond and trunk storm mains is consistent with the provisions of the Local Government Act. Using the DCCFEA and the DWAs, respectively, as recommended in this report, is in keeping with City policy regarding the use of such agreements as means of financing the construction of services that are contained in the City's 10-Year Servicing Plan.

DISCUSSION

Qualico Developments (Vancouver) Inc., the Developer, is proceeding with development on a site that is within the Orchard Grove NCP. The construction of the community detention pond and trunk storm mains are required to allow development to proceed on that site and will also benefit other lands in the Orchard Grove NCP along with an area in the Grandview Heights neighbourhood and an area in the North Grandview Heights NCP.

Qualico Developments (Vancouver) Inc. has proposed that it would finance the subject drainage works subject to the City executing a DCCFEA and two DWAs, which would allow for the collection of funds from other benefiting lands at the time of their development in proportion to the benefit that these other lands receive, which funds would be reimbursed to the front-ending Developer. In accordance with City policy, these agreements would remain in effect for 15 years from the date of completion of the works to which they apply.

The Drainage DCC revenues that will be collected by the City from the benefiting lands are not sufficient to fully cover the costs for the subject works; hence, over and above the recoveries available under a DCCFEA, the DWAs are required to recover the shortfall. Based on initial

estimates the DWA Specified Charges will amount to \$74,804 per hectare and \$23,321 per hectare, respectively for the lands within the benefiting areas as illustrated in Appendices B and C, respectively, attached to this report.

The benefiting areas for the DCCFEA is illustrated in Appendix A attached to this report.

The Developer has undertaken the normal DWA petition process with the owners of the properties within the benefiting areas. Pursuant to Section 212 of the Community Charter, SBC 2003, Chap. 26, the City Clerk has received the petitions and has determined each to be sufficient. Subject to approval by Council and execution of the DWAs by the Developer, the City Clerk will bring forward for the required readings the related DWA By-laws, which if adopted will act to give the City authority to collect the Specified Charges from the benefiting lands when such lands are developed. A sample DWA By-law is attached to this report as Appendix E.

The DCCFEA as proposed will not significantly affect the reasonable implementation of other components of the City's drainage DCC program or the 10-Year Servicing Plan.

Subject to Council approving the recommendations of this report, Legal Services will prepare the related agreements for execution by the Developer. Construction of the works will be based on a competitive tendering process by the Developer with the results of such process reviewed by City staff to confirm that the process reflects the City of Surrey purchasing policy and the prices represent reasonable value.

The 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 lands under each of the DCCFEA and DWAs, respectively, 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 section of this report.

FUNDING

The cost of construction of the works will be financed by the Developer. The proposed DCCFEA and DWAs, respectively, each have a term of 15 years after the Completion Date of the works, regardless of the amount of the recoveries that the Developer has achieved at that time under each agreement. These agreements will allow the Developer to recover some of the costs of constructing the subject works.

SUSTAINABILITY CONSIDERATIONS

The proposed works and funding strategies to which this report refers support the Economic and Environmental Pillars of the City's Sustainability Charter; more particularly, the following action items:

- EC3: Sustainable Infrastructure Maintenance and Replacement – by minimizing initial capital and long term maintenance costs of infrastructure; and
- EN9: Sustainable Land Use Planning and Development Practices – by allowing for planned and orderly development in the City.

CONCLUSION

Based on the above discussion, it is recommended that Council:

- Authorize the execution of a Development Cost Charge Front-Ending Agreement to an upset limit of \$2,625,000 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond and trunk storm mains for the Orchard Grove Neighbourhood Concept Plan, a portion of the Grandview Heights neighbourhood and a portion of the North Grandview Heights Neighbourhood Concept Plan, all as generally described in this report and as illustrated in Appendix A to this report;
- Authorize the execution of a Development Works Agreement to an upset limit of \$2,707,153 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond and trunk storm mains for the Orchard Grove Neighbourhood Concept Plan and a portion of the Grandview Heights neighbourhood, all as generally described in this report and as illustrated in Appendix B to this report; and
- Authorize the execution of a Development Works Agreement to an upset limit of \$487,502 (including applicable taxes) with Qualico Developments (Vancouver) Inc., the front-ending Developer, in relation to the construction of a portion of a community detention pond for a portion of the Grandview Heights neighbourhood and a portion of the North Grandview Heights Neighbourhood Concept Plan, all as generally described in this report and as illustrated in Appendix C to this report.

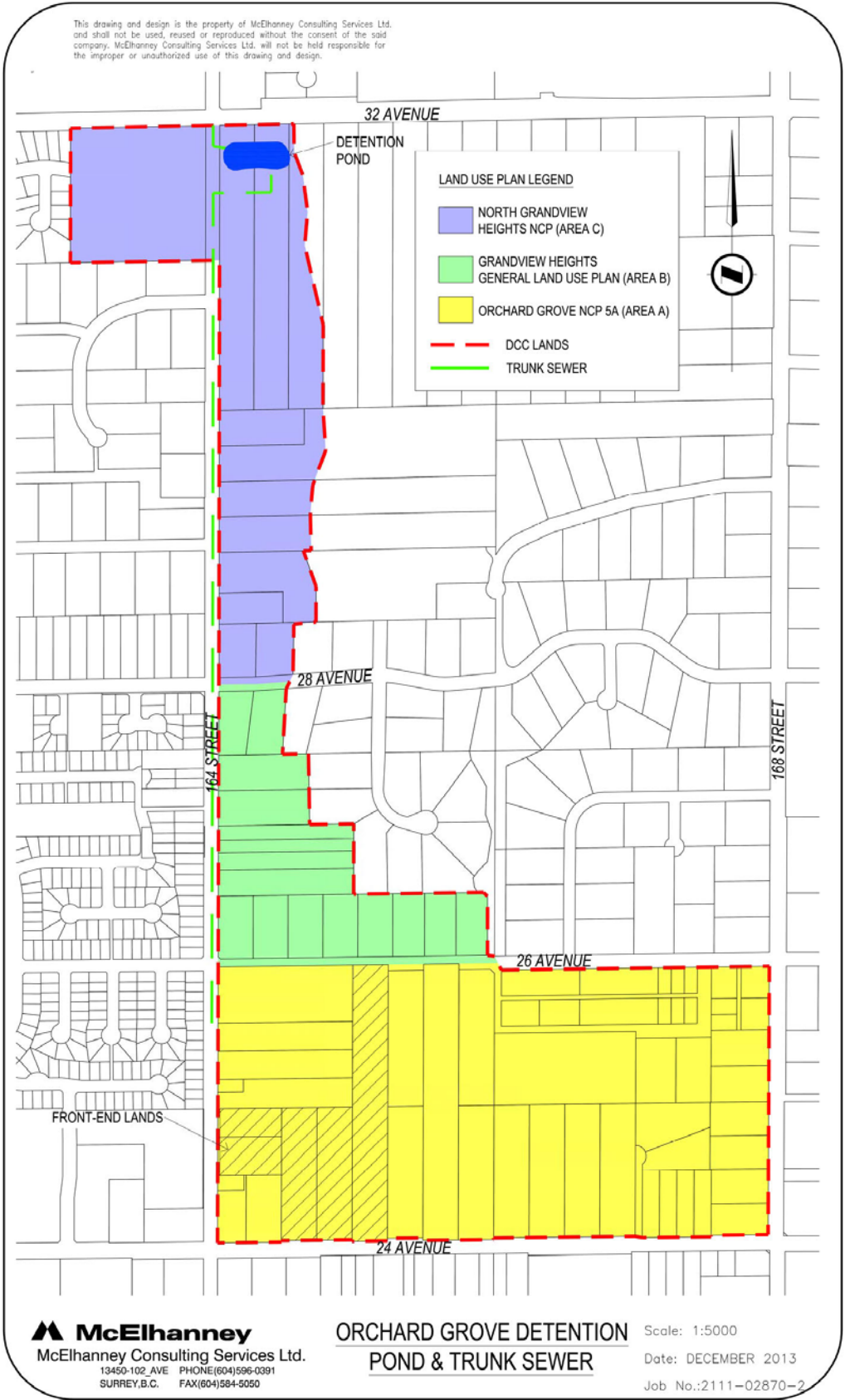
Vincent Lalonde, P.Eng.
General Manager, Engineering

SSL/brb

- Appendix A - Benefiting Area Map for the Proposed Drainage DCC Front-Ending Agreement
- Appendix B - Benefiting Area Map for the Proposed Drainage Development Works Agreement #1
- Appendix C - Benefiting Area Map for the Proposed Drainage Development Works Agreement #2
- Appendix D - Corporate Report No. R223;2012
- Appendix E - Sample Drainage Development Works Agreement By-law

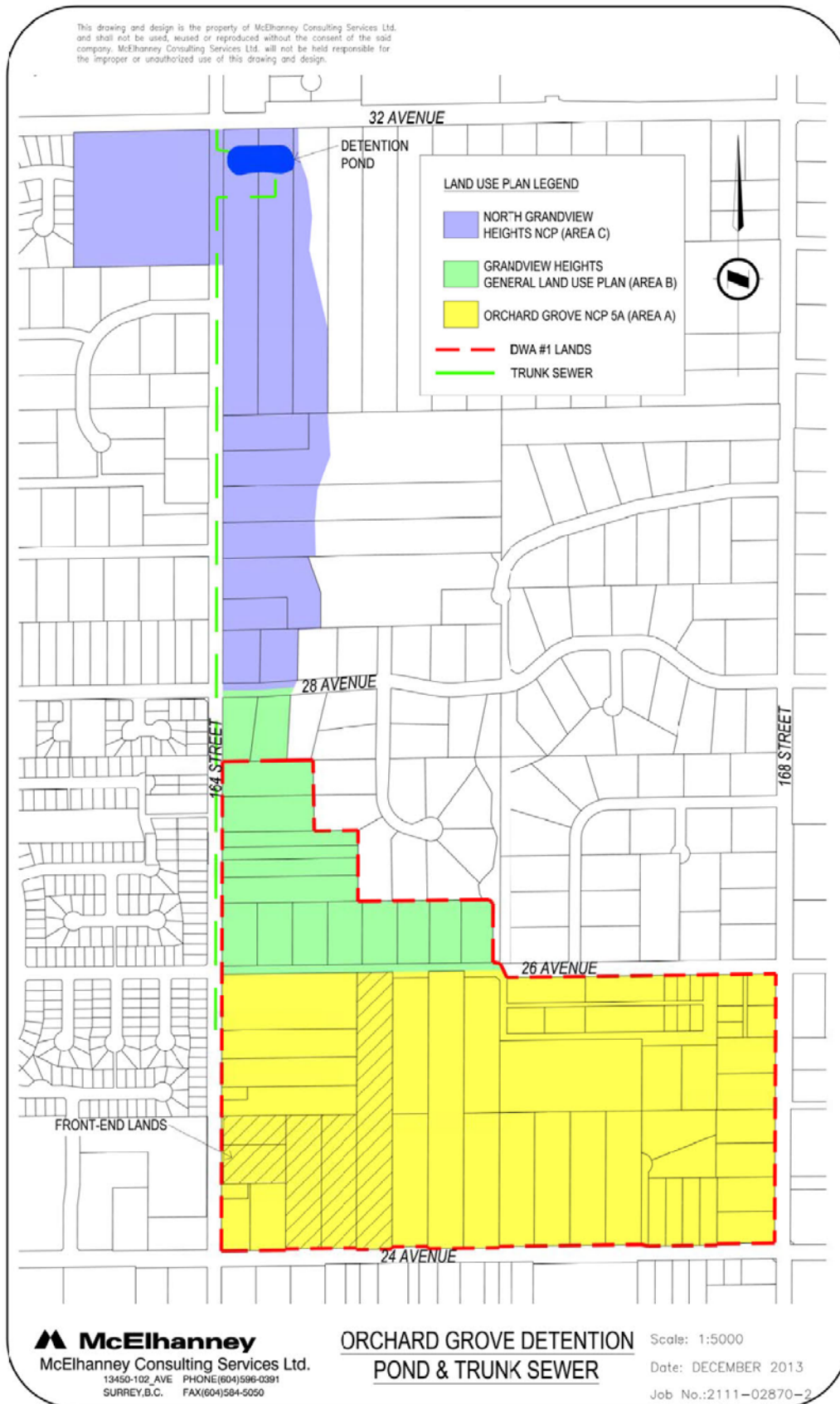
APPENDIX A

Benefiting Area Map for the Proposed Drainage DCC Front-Ending Agreement



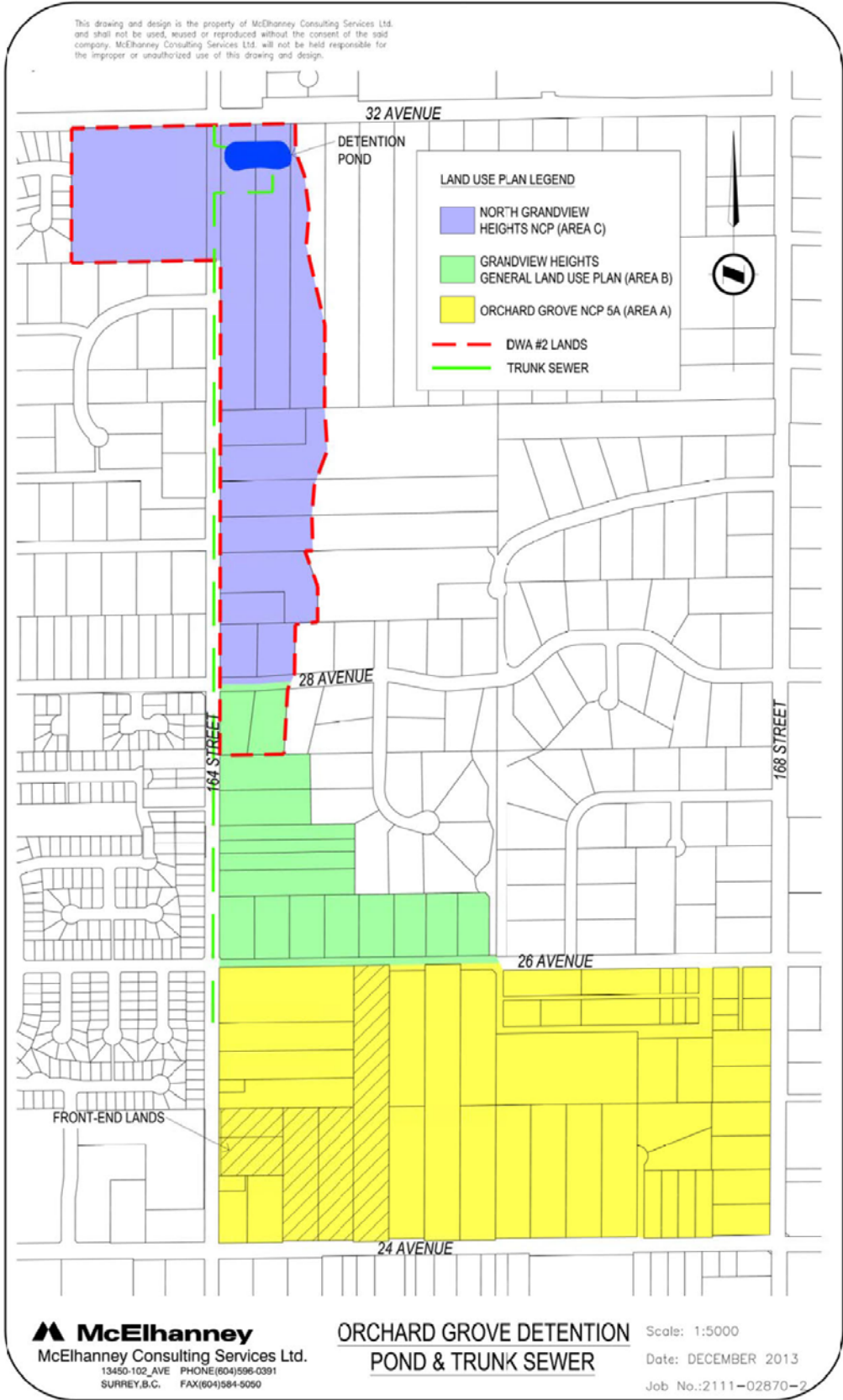
APPENDIX B

Benefiting Area Map for the Proposed Drainage Development Works Agreement #1



APPENDIX C

Benefiting Area Map for the Proposed Drainage Development Works Agreement #2



NO: R223

COUNCIL DATE: October 22, 2012

REGULAR COUNCIL

TO: Mayor & Council DATE: October 17, 2012

FROM: General Manager, Engineering FILE: 6520-20 (NCP 5A -
General Manager, Planning and Development Orchard Grove)

SUBJECT: Alternate Stormwater Servicing Concept for Orchard Grove (Area #5A)
Neighbourhood Concept Plan in Grandview Heights

RECOMMENDATION

The Engineering Department and the Planning and Development Department recommend that Council:

1. Receive this report as information;
2. Approve an alternate stormwater engineering servicing strategy and the related financial strategy as documented in this report as an optional means of managing the provision of stormwater infrastructure in support of development in the Orchard Grove (Area #5A) Neighbourhood Concept Plan (NCP) in Grandview Heights and other areas to the north of the subject NCP; and
3. Approve the alternate land use plan, as illustrated in Appendix I attached to this report, for the area in the Orchard Grove (Area 5A) NCP that is currently designated for a detention pond.

PURPOSE

The purpose of this report is to:

- Provide an overview and seek approval of an alternate stormwater servicing strategy and an alternate land use plan for the Orchard Grove (Area #5A) NCP in Grandview Heights; and
- Provide a synopsis of a public consultation process and engineering technical review that have been completed in relation to the proposed changes.

BACKGROUND

The Orchard Grove NCP is bounded by 164 Street to the west, 26 Avenue to the north, 168 Street to the east and 24 Avenue to the south as illustrated in the map attached as Appendix II. It contains approximately 53 individual properties with a total area of approximately 30 hectares (76

acres). The entire NCP area is designated "Suburban" under Surrey's Official Community Plan ("OCP") and the majority of the properties are currently zoned One-Acre Residential ("RA") Zone.

Council approved the Stage 1 Land Use Plan for the Orchard Grove NCP at its Regular meeting on September 13, 2010 (No. R207; 2010). The Stage 1 component of the NCP identified the location of land uses in the plan area, the alignment of roads and lanes, development densities and the location of neighbourhood parks, walkways and open spaces. Council authorized staff to proceed with the Stage 2 component of the NCP.

Council approved the Stage 2 component of the Orchard Grove NCP, attached as Appendix III to this report, at its Regular meeting on January 23, 2012 (Corporate reports numbered R009; 2012 and R016; 2012, respectively). The Stage 2 NCP work focused on preparing development guidelines for the neighbourhood and completing detailed servicing plans and a financial strategy for providing engineering services (transportation, water, sanitary, and stormwater) to the area covered by the plan.

The stormwater servicing strategy developed for the area included:

1. *A stormwater detention pond to control post-development flows due to rainfall events up to the 5-year return period;*
2. *Off-site stormwater trunks on 164 Street to convey flows from the NCP area to the existing downstream stormwater system; and*
3. *Stormwater source control measures to retain the first 25mm of rainfall from all impervious surfaces.*

The stormwater detention pond is proposed to be located on two properties in the northwest corner of the NCP area. This site was selected as it is the best location from a serviceability perspective and was supported by the NCP Citizens Advisory Committee (CAC).

Since completion of the NCP, the development community has been unable to secure the above-referenced two properties for the detention pond.

DISCUSSION

As noted in Corporate Report No. R009;2012 if a development applicant is not able to secure the properties required for the detention pond, they have the option of proposing an alternate location for the detention pond for consideration by the City.

Applicants for development projects within the subject NCP area have advised staff that they are unable to secure the properties that are required for the detention pond at a cost that will allow them to proceed.

Alternate Servicing Strategy

One of the applicants is now proposing a new location for the stormwater detention pond at the southeast corner of 164 Street and 32 Avenue as illustrated on the map attached to this report as Appendix IV.

The proposed detention pond will serve both the Orchard Grove (Area #5A) NCP area and part of the North Grandview Heights NCP area located to the north of the Orchard Grove NCP. An illustration of the proposed detention pond is attached as Appendix V to this report.

The following table provides a comparison of the characteristics of the pond as originally envisioned in the Orchard Grove NCP and alternate detention pond as described above.

Item	Originally Proposed Detention Pond	Newly Proposed Detention Pond	Difference in Attributes between Ponds
Area of Land	10,000 m ²	4,944 m ²	-50.6%
Surface Area of Pond	8,500 m ²	3,500 m ²	-58.8%
Volume of Storage	1,200 m ³	1,900 m ³	+58%

Planning Context

The implementation of the alternate stormwater detention pond will allow for a different land use concept to be implemented at the location of the original detention pond in the Orchard Grove NCP area. The alternate land use concept developed for the southeast corner of 26 Avenue and 164 Street in the Orchard Grove NCP as illustrated in Appendix I attached to this report introduces:

- a community gateway feature at the intersection of 164 Street and 26 Avenue;
- a transition landscape buffer (10-metre statutory right-of-way) on 26 Avenue;
- Large Lot Duplex or Large Lot Single Family (2-10 upa) development fronting 26 Avenue between 164 Street and 164A Street;
- 25A Avenue between 164 Street and 164A Street; and
- Small Lot Single Family development (10-15 units per acre) fronting 25A Avenue between 164 Street and 164A Street.

The proposed land uses are consistent with the approved land uses on the adjacent sites in the Orchard Grove NCP and will provide a consistent interface along 26 Avenue and 164 Street. The Land Use Policies or Design Guidelines that were part of the Stage 2 component of the Orchard Grove NCP remain unchanged.

Financial Analysis

A comprehensive financial analysis was completed for the alternate stormwater servicing strategy as described above. The following table summarizes the estimated DCC revenues and construction costs for the infrastructure involved in the alternate stormwater management strategy. The estimated DCC revenues reflect the projected development for the areas that will receive benefit from the alternate stormwater management strategy.

Area	DCC Expenditures on Eligible Works for the alternate strategy servicing			Estimated DCC Revenue	Shortfall
	Pond	Trunk	Total		
Area A	\$1,650,000	\$2,200,000	\$3,850,000	\$1,950,000	\$1,900,000
Area B and Area C	\$950,000	\$0	\$950,000	\$675,000	\$275,000
TOTAL	\$2,600,000	\$2,200,000	\$4,800,000	\$2,625,000	\$2,175,000

To address the estimated shortfall in DCC revenues in comparison to the costs of constructing the stormwater infrastructure, the developer(s) who undertakes the construction may enter into a DCC Front-ending Agreement to recover some of the costs from DCCs collected in the area and enter into a Development Works Agreement (DWA) to recover the remainder of the costs from other benefitting lands as and when they develop. This approach has been successfully applied for cost-sharing engineering services in other NCP areas.

A DWA requires the consent of the majority of the owners of lots within the benefitting area. In this case it will be necessary for the front-ending developer to pursue two DWAs: one for the Orchard Grove NCP area and the other for the area north of the Orchard Grove NCP area, which includes the North Grandview Heights NCP area and the area between the Orchard Grove NCP area and the North Grandview Heights NCP area.

Based on an estimated shortfall of \$1.9 million in relation to the expected DCC revenues for the Orchard Grove NCP area, the DWA charge is estimated at \$30,750 per developable acre of benefitting land. Based on a shortfall of \$275,000 for the benefitting area north of the Orchard Grove NCP area, the DWA cost is estimated at \$3,250 per developable acre of benefitting land.

If the front-ending developer is not able to generate sufficient property owner support to proceed with a DWA for either one of the areas, the front-ending developer will have the choice of:

- proceeding with the project, which will include acquiring the land and completing all of the infrastructure required to service the areas, and absorb the shortfall;
- re-initiating the voting process with revised boundaries; or
- not proceeding with the project.

There are no legislative constraints related to re-initiating a DWA vote or the number of times that such a vote can be undertaken.

Public Consultation

Public consultation for the proposed alternate stormwater servicing strategy included a Citizens' Advisory Committee ("CAC") meeting and a Public Open House.

As part of the public consultation process the developer leading this initiative only elected to provide the costs for properties within the Orchard Grove NCP area, and did not detail the costs for the alternate stormwater engineering servicing strategy for properties within the benefitting area north of the Orchard Grove NCP area. Although the developer did not provide any

estimated costs, the property owners within this area will be provided with clear information regarding such costs as part of the DWA approval process.

CAC Meeting – September 13, 2012

McElhanney Consulting Services staff, working on behalf of Qualico Developments Inc. who is the development applicant that has initiated the alternate stormwater servicing strategy, presented the proposal to the CAC, answered questions and received feedback. Staff of the Planning & Development Department, the Engineering Department and the Parks, Recreation and Culture Department also attended the meeting to observe the meeting and answer questions.

Of the original 16 members of the Orchard Grove CAC, 8 attended the meeting. None of the CAC members in attendance expressed any opposition to the proposal. No other feedback was received from the CAC members who were not able to attend the meeting.

Public Open House – September 20, 2012

McElhanney Consulting Services held a Public Open House at Elgin Hall in South Surrey (14250 Crescent Road) on September 20, 2012. Approximately 40 people attended the Open House, at which time the proposed alternate stormwater servicing strategy was presented. A series of display boards and questionnaires were provided to allow attendees to provide feedback on the proposal. Notice of the Public Open House was mailed to a total of 418 properties, including all those owners of lots within the Orchard Grove NCP area, affected properties within the North Grandview Heights NCP area, affected properties between the Orchard Grove and North Grandview Heights neighbourhoods and all properties within 100 metres (300 ft.) of these areas.

A total of 25 completed questionnaires were submitted either during or after the Public Open House. Three (3) people also responded prior to the Public Open House by telephone. In total, 28 responses were received. Fifteen (15) of the 28 respondents (54%) either supported or had no concerns with the proposed alternate stormwater servicing strategy. Eight (8) respondents (28%) did not oppose the proposal but expressed concerns. Five (5) of the 28 respondents (18%) indicated that they were opposed to the proposal.

Of the 15 respondents who expressed no concerns regarding the proposal, 8 specifically indicated support for the proposed alternate stormwater servicing strategy and new pond location, for the following reasons:

- Prefer the alternate stormwater servicing strategy option because it facilitates the development of both sides of 164 Street between 28 Avenue and 32 Avenue;
- Prefer the proposed alternate strategy if it is more cost-effective;
- Support the pond as it serves a larger drainage catchment area;
- Support the alternate option as it allows for development to commence in the Orchard Grove NCP area; and
- The proposed detention pond would create an attractive entrance to the Grandview area at 32 Avenue and 164 Street.

Eight (8) respondents indicated that while they were not opposed to the proposal, they had some concerns, including:

- Six (6) of the 8 respondents own property outside of the North Grandview Heights and Orchard Grove NCP areas, but within the stormwater catchment area. These respondents all expressed concern regarding the uncertainty of their future development potential;
- Environmental damage to April Creek, including flooding and erosion;
- Being left with poorly paved streets;
- Increased traffic on 164 Street at the proposed 25A Avenue intersection; and
- That moving the pond away from its current location would have a negative impact on the property values of surrounding homes.

Three (3) of the five (5) respondents who indicated opposition to the proposal were opposed because of the proposed alternate pond location and the proposed land use option, for the following reasons:

- The current pond location should be preserved because it preserves the semi-rural character of the street, and the integrity of the multi-million dollar homes on the north side of 26 Avenue east of 164 Street; and
- The current pond location should be preserved because it provides a transitional zone between the acreage lots on the north side of 26 Avenue and the future higher-density housing on the south side of 26 Avenue, and reduces the density of housing in the neighbourhood.

The other two (2) respondents in opposition to the proposal explained that they were opposed for the following reasons:

- Properties on the east side of 164 Street between North Grandview Heights and Orchard Grove are not adequately considered in terms of future development potential, meaning that the detention pond may not have the capacity to service all future development areas within the catchment area; and
- Concern with construction nuisances including noise and dirt.

Response to Public Consultation

The following section provides a response to the main concerns that were received through the public consultation process, including:

- (1) uncertainty of future development potential in the catchment area between the two NCPs;
- (2) interface and transition concerns;
- (3) environmental concerns, and
- (4) traffic concerns.

1. Uncertainty of future development potential concerns

There are a number of properties on the east side of 164 Street, between 26 Avenue and 28 Avenue, which are included in the stormwater catchment area for the alternate detention pond but are outside of the currently approved NCP areas. These properties are designated "Suburban Residential (1 to 2 upa)" in the Grandview Heights General Land Use Plan, and are located in Grandview Heights Area 5, for which an NCP has not yet been initiated. Eight (8) owners of properties located within this area responded to the questionnaire and expressed concerns

regarding the uncertainty of the development potential of their properties. The proposed detention pond is sized to control post-development flows from these properties based on a mix of RF-12 and RH lots. The development densities for these lots will be determined through a future planning process involving extensive public consultation. Additional stormwater detention may be required should a future land use plan for this area indicate greater development densities than those being assumed in relation to the sizing of the currently proposed detention pond; however, the densities being assumed for the purposes of sizing the detention pond appear reasonable in the context of the properties in question.

2. Interface and transition concerns

Concerns were raised from three (3) respondents regarding the transition and interface along 26 Avenue. Respondents requested that the detention pond remain at the location it is proposed within the Orchard Grove NCP in that it acts to reduce the density of housing at this location, and provides a transitional zone between acreages fronting the north side of 26 Avenue and higher-density homes proposed along the south side of 26 Avenue in the Orchard Grove NCP. The alternate Orchard Grove Land Use Plan is generally consistent with the Stage I Land Use Plan that was approved by Council, which did not include a detention pond at the corner of 26 Avenue and 164 Street. The alternate land use plan shows a transitional land use designation of "Large-Lot Duplex or Large Lot Single Family (2-10 upa)" at this location along with a "Transition Landscape Buffer". This is considered to be an appropriate transitional treatment and is consistent with the transitional guidelines contained in the Orchard Grove NCP.

3. Environmental concerns

One (1) respondent raised concerns regarding potential damage to April Creek, including flooding and erosion. The Old Logging Ditch / Burrows Integrated Stormwater Management Plan (ISMP) outlines infrastructure and target release rates from new developments tributary to April Creek. The proposed works are consistent with the recommendations in the ISMP for the area, which was developed with a view to accommodating development in the Creek catchment area.

4. Traffic concerns

One (1) respondent raised concerns regarding traffic at 164 Street and the proposed 25A Avenue intersection, which would connect to 164 Street if development occurs in a manner consistent with the alternate land use option. This road connection was also contemplated in the Stage I Land Use Plan as approved by Council and was only excluded when a detention pond was included in the NCP land use plan as part of the Stage II component of the NCP planning process for Orchard Grove.

Next Steps

Subject to Council approving the recommendations of this report, both the original Orchard Grove servicing strategy and the alternate servicing strategy will be approved servicing options for the Orchard Grove NCP area, and development applicants will be able to choose their preferred alternative, initiate detailed design of the pond, obtain all necessary approvals including approval from the Department of Fisheries & Oceans, and apply for each of a DCC Front-Ending Agreement and a DWA Agreement to recover the costs associated with constructing the preferred stormwater servicing strategy.

Regardless of its location the land required to accommodate the detention pond must be secured in favour of the City before any development proceeds in the pond's catchment area.

CONCLUSION


The infrastructure discussed in this report will support the build-out of the Orchard Grove (Grandview Heights Area #5A) NCP and part of the North Grandview Heights NCP. The financial strategy as proposed in this report is consistent with the "development-pay" principle.

Based on the above discussion, it is recommended that Council:

- Approve an alternate stormwater engineering servicing strategy and the related financial strategy as documented in this report as an optional means of managing the provision of stormwater infrastructure in support of development in the Orchard Grove (Area #5A) Neighbourhood Concept Plan (NCP) in Grandview Heights and other areas to the north of the subject NCP; and
- Approve the alternate land use plan, as illustrated in Appendix I attached to this report, for the area in the Orchard Grove (Area 5A) NCP that is currently designated for a detention pond.



Jean Lamontagne
General Manager
Planning and Development



Vincent Lalonde, P. Eng.
General Manager
Engineering Department

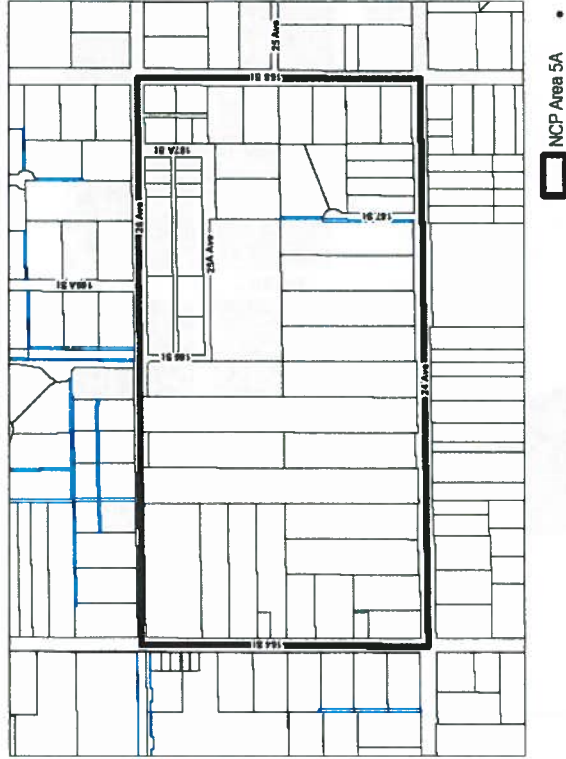
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Attachments:

- Appendix I - Alternate Land Use Plan for the Orchard Grove NCP
- Appendix II - Orchard Grove NCP Boundaries
- Appendix III - Stage 2 Approved Land Use Plan for the Orchard Grove NCP
- Appendix IV - Alternate Stormwater Servicing Strategy
- Appendix V - Illustration of the Proposed Detention Pond at 164 Street and 32 Avenue



Orchard Grove NCP Boundaries

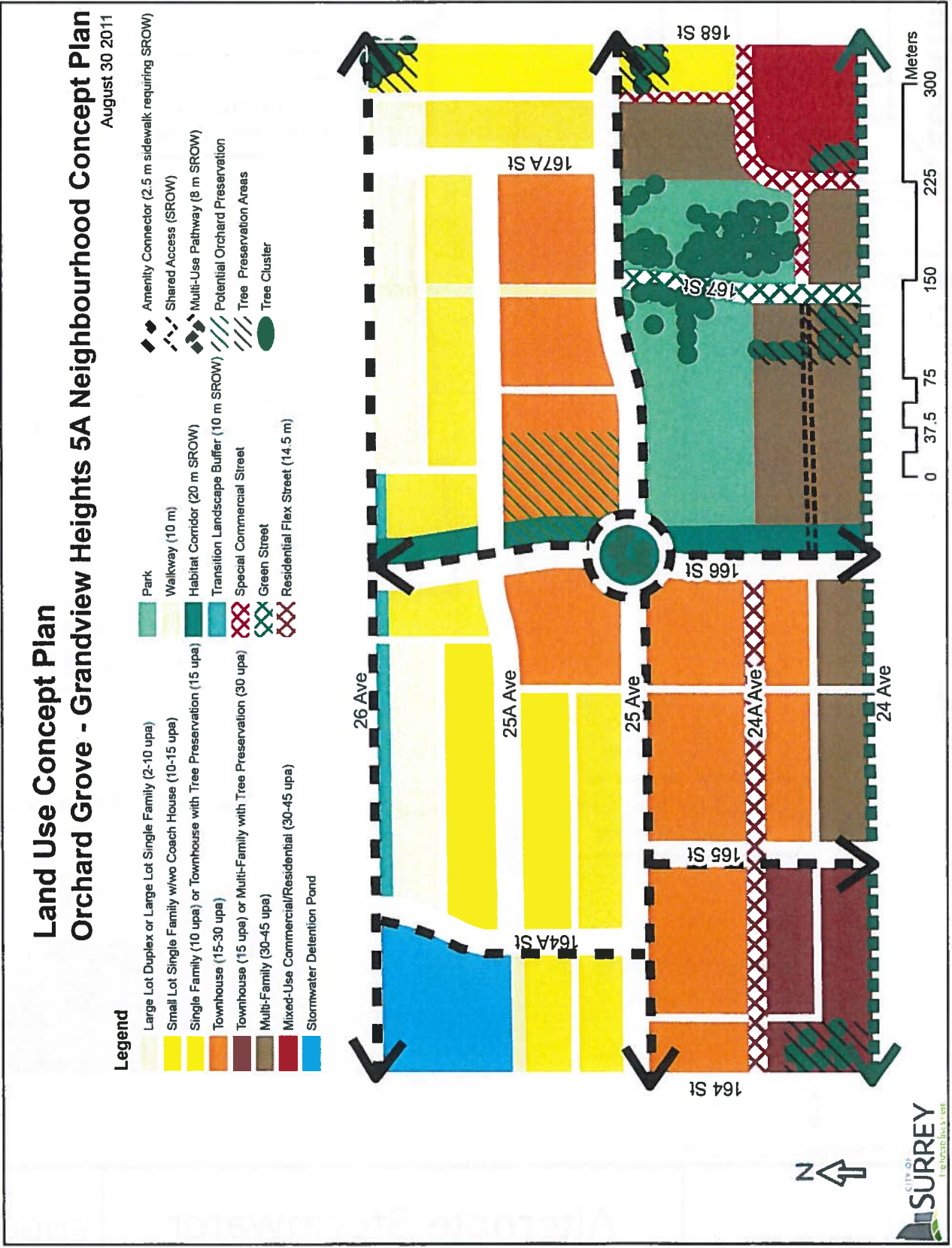


Existing Property Boundaries



2011 Air Photo

Stage 2 Approved Land Use Plan for the Orchard Grove NCP



PROPOSED DETENTION POND



DETENTION POND DESIGN:

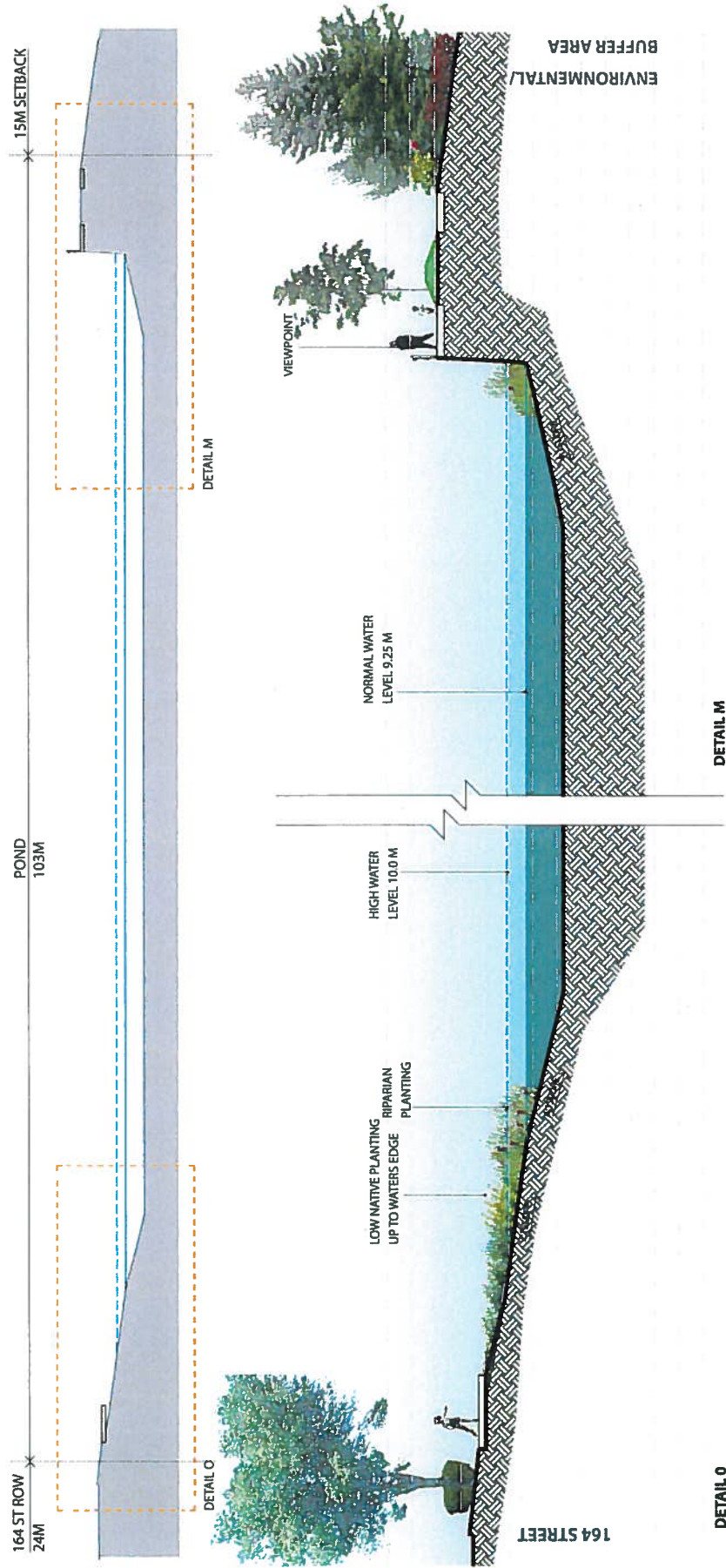
- TOTAL 5-YEAR STORAGE PROVIDED: 1,850 m³
- 7:1 SIDE SLOPES (FROM PATHWAY TO 0.43m BELOW HWL)
- 4:1 SIDE SLOPES (FROM 0.43m BELOW HWL TO POND BOTTOM)
- 0.75m PASSIVE STORAGE DEPTH (HWL TO HWL)
- 1.50m PASSIVE STORAGE DEPTH (HWL TO POND BOTTOM)
- MINIMUM 0.50m FREE BOARD
- 3.0m MAINTENANCE ACCESS
- 1.5m WALKWAY

NORTH GRANDVIEW HEIGHTS PROPOSED POND

PROPOSED DETENTION POND



PROPOSED POND - SECTION A-A PROFILE



DETAIL O

DETAIL M

IN METERS



NORTH GRANDVIEW HEIGHTS PROPOSED POND

CITY OF SURREY

BY-LAW NO. _____

A by-law to enter into a Drainage Development Works Agreement to authorize the acquisition of appliances, equipment, materials, real property, easements and rights-of-way required to construct works as identified in the Drainage Development Works Agreement to service properties within the Orchard Grove Neighbourhood Concept Plan and/or a portion of the Grandview Heights neighbourhood and/or a portion of the North Grandview Heights Neighbourhood Concept Plan; to define the benefiting real property and to establish that the cost of the works shall be borne by the owners of real property within such defined area.

.....

- A. WHEREAS Council may by by-law pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement to provide, construct, alter, or expand Works by the City or by the developer and the cost of constructing the Works shall be recovered in part or in whole from the owners of real property in the area subject to the agreement;
- B. AND WHEREAS Council has been petitioned to construct Works (as defined in the agreement) to serve the Orchard Grove Neighbourhood Concept Plan and/or a portion of the Grandview Heights neighbourhood and/or a portion of the North Grandview Heights Neighbourhood Concept Plan pursuant to Section 937.1(4)(c) of the *Local Government Act*;
- C. AND WHEREAS the City Clerk has certified that the petition is sufficient; and
- D. AND WHEREAS it is deemed expedient to grant the prayers of the petitioners in the manner hereinafter provided and proceed with the construction of the Works.

NOW THEREFORE, the City Council of the City of Surrey ("the City"), in open meeting assembled, ENACTS AS FOLLOWS:

1. This By-law shall be cited for all purposes as "Drainage Development Works Agreement – Orchard Grove Neighbourhood Concept Plan By-law, _____, No. _____".
2. The City Council is hereby authorized to enter into that certain Development Works Agreement attached as Schedule "1" to this By-law (the "Development Works Agreement").
3. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Development Works Agreement.
4. Schedule "1" forms a part of this By-law.
5. The Specified Charge, as defined in the Development Works Agreement, payable by the Owners shall increase each year by 5% as specified in the Development Works Agreement.

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

SCHEDULE 1

**CITY OF SURREY
DEVELOPMENT WORKS AGREEMENT**

Agreement 8613-0075-00-1 or -2 (Drainage)

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

BETWEEN:

CITY OF SURREY, at 14245 - 56th Avenue,
City of Surrey, British Columbia, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

QUALICO DEVELOPMENTS (VANCOUVER) INC.
of #310, 5620 – 156 Street, Surrey, British Columbia, V3S 3K2

(the "Developer")

OF THE SECOND PART

- A. **WHEREAS** the real property within the Orchard Grove Neighbourhood Concept Plan and/or a portion of the Grandview Heights neighbourhood and/or a portion of the North Grandview Heights Neighbourhood Concept Plan is identified in column two entitled "Legal Description" in Schedule "A" and as illustrated in "Benefiting Area Map" in Schedule "C";
- B. **AND WHEREAS** the registered owners in fee simple of the Benefiting Area are identified in column one entitled "Registered Property Owners" (as hereinafter defined);
- C. **AND WHEREAS** the Works as (hereinafter defined) have be constructed;
- D. **AND WHEREAS** the Developer shall undertake the performance of its obligations required to be made pursuant to this Agreement;
- E. **AND WHEREAS** the Works are contained within the City's 10-Year Engineering Servicing Plan;
- F. **AND WHEREAS** the Developer has requested that the City advance the acquisition and construction of the Works and has agreed to facilitate such acquisition and construction for the development of the Benefiting Area (as hereinafter defined);
- G. **AND WHEREAS** Sections 937.1 and 937.2 of the *Act* authorize Council to enter into an agreement to permit an owner to provide services in lieu of the payment of all or any portion of a development cost charge; and

H. **AND WHEREAS** Drainage Development Works Agreement – Orchard Grove Neighbourhood Concept Plan By-law, _____, No. _____ authorizing the parties to enter into this Agreement pursuant to Section 937.1 of the *Act*, providing for the provision of the Works by the Developer will be introduced to Council.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada and other good and valuable consideration now paid by each of the 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. 1996, c. 323, as revised, re-enacted or consolidated from time to time and any successor statute;

"Agreement" means this Agreement and all Schedules attached hereto;

"Benefiting Area" means the real property described in column one entitled "Legal Description" in Schedule "A." attached hereto;

"Capital Cost" means costs incurred by the Developer to construct the Works as determined in Section 2.2 of this Agreement;

"City" means the City of Surrey;

"Completion Date" means _____, _____;

"Council" means the elected Council of the City;

"Developer" means Qualico Developments (Vancouver) Inc.;

"Development Cost Charge" means a charge imposed pursuant to the Development Cost Charge By-law;

"Development Cost Charge By-law" means Surrey Development Cost Charge By-law, _____, No. _____, enacted by the City under the *Act* as such By-law is amended or replaced from time to time;

"General Manager, Engineering" means the General Manager, Engineering for the City;

"Maximum Amount" means the amount as specified in 3.6 provided the City collects the Specified Charge from the Owners, pursuant to this Agreement;

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

"Works" means sanitary sewer works and related appurtenances as described in Schedule "B" attached hereto;

"Specified Charge" means a debt payable to the City in the maximum amount of _____ (\$ _____) Canadian Dollars for each hectare of land to be developed as approved by the City, in accordance with the by-laws of the City, including, but not limited to, the Development Cost Charge By-law and Subdivision and Development By-law;

"Subdivision and Development By-law" means Surrey Subdivision and Development By-law, 1986, No. 8830, enacted by the City under the *Act* as such By-law is amended or replaced from time to time; and

"Term" means the period of time this Agreement is in effect as specified in Section 4.1.

2. **WORKS**

- .1 The Developer shall be 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 Capital Cost is _____ (\$ _____) Canadian Dollars including applicable taxes.
- .3 The Developer agrees to facilitate the design, engineering and construction of the Works through the provision of funds as set out in this Agreement.
- .4 The Developer agrees to complete the construction of the Works on or before _____, _____.

3. **PAYMENT FOR WORKS**

- .1 Each of the Owners shall pay the Specified Charge to the City on or before the date when the Development Cost Charges pursuant to the Development Cost Charge By-law are payable.
- .2 For greater certainty, all the land will be included in the Specified Charge calculation unless the General Manager, Engineering agrees in writing that a portion the land is not able to be developed due to agricultural land designation, topographic reasons or environmental sensitivity.
- .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, or other municipal authority is not obligated to:

- (a) approve a subdivision plan, a phase strata plan, building permit, development permit, development variance permit or zoning by-law necessary for the development of real property of the Owners within the Benefiting Area; or
 - (b) do any other thing necessary for the development of real property of the Owners in the Benefiting Area.
- .5 The City is not responsible for financing any of the costs of the Works.
- .6 The Maximum Amount payable is calculated by multiplying the Specified Charge by (the Benefiting Area less the Developer's area). For clarity this means the amount payable to the Developer, pursuant to this Agreement will be by multiplying the Specified Charge of _____ (\$ _____) Canadian Dollars including applicable taxes by (the Benefiting Area of _____ Hectares (____ ha) less the Developer's area of _____ Hectares (____ ha)) which equals _____ (\$ _____) Canadian Dollars including applicable taxes.
- .7 In consideration of the completion of the Works by the Developer, to the satisfaction of the General Manager, without incurring any cost to the City, the City agrees to collect from the Owners within the Benefiting Area who have not heretofore contributed to the cost of construction thereof, the Specified Charge. The Specified Charge shall be escalated at an interest rate of 5% per annum and shall be conclusive against the Owners of the Benefiting Area.
- .8 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 for the sums collected from the Owners of the Benefiting Area 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, all such unclaimed funds shall be retained forever by the City.
- .9 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, 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 term of this Agreement shall commence on the Completion Date and shall expire on _____, _____ (the "Term").
- .2 The Developer agrees that if insufficient funds are paid by the Owners of the Benefiting Area 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 payable and interest 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 \$_____ which includes GST. The City acknowledges the receipt of payment by Receipt No. _____ paid to the City on _____, _____ 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:

Qualico Developments (Vancouver) Inc.
#310, 5620 – 156 Street
Surrey, B.C. V3S 3K2

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
14245 - 56th Avenue
Surrey, B.C. V3X 3A2

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:

- (a) if delivered, on the date of delivery; or
- (b) 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" Legal Description and Registered Owners
- (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 signatories

Mayor

City Clerk

QUALICO DEVELOPMENTS (VANCOUVER) INC.

as per their duly appointed
signatory(s):

SCHEDULE "A"

LEGAL DESCRIPTION AND REGISTERED OWNERS

SCHEDULE "B"

DESCRIPTION OF DRAINAGE WORKS

SCHEDULE "C"
BENEFITING AREA MAP