Township of Langley

Est. 1873

REGULAR MEETING OF TOWNSHIP COUNCIL

Monday, February 27, 2023 at 1:30pm
Fraser River Presentation Theatre
4th Floor, 20338 – 65 Avenue, Langley, BC

A G E N D A

ACKNOWLEDGEMENT OF THE TRADITIONAL TERRITORIES OF THE COAST SALISH PEOPLES

A. ADOPTION AND RECEIPT OF AGENDA ITEMS

1. Regular Council Meeting – February 27, 2023

That Council adopt the agenda and receive the agenda items of the Regular Council meeting held February 27, 2023.

B. ADOPTION OF MINUTES

1. Regular Council Meeting – February 13, 2023

That Council adopt the Minutes of the Regular Council meeting held February 13, 2023.

2. Public Hearing Meeting – February 13, 2023

That Council adopt the Minutes of the Public Hearing meeting held February 13, 2023.

C. DELEGATIONS

1. Justin Napier
The Salvation Army Gateway of Hope
File 0550-07

Request by Justin Napier, Executive Director, The Gateway of Hope, to appear before Council to provide background information and an update on how past funding has assisted their facility.

C. DELEGATIONS

2. Julie Gilfillan
The Salvation Army Gateway of Hope
File 0550-07

Request by Julie Gilfillan, Operations Manager, The Gateway of Hope, to appear before Council to discuss programs and services provided to the community.

3. Nicole Sirockman
Prostate Cancer Foundation BC
File 0550-07

Request by Nicole Sirockman, Prostate Cancer Foundation BC, to appear before Council to discuss a motorcycle fundraiser “Ride to Live – The Amazing Ride”.

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D. PRESENTATIONS

1. Langley RCMP

That Council receive the presentation by Superintendent Marsden, Officer in Charge, providing an overview of the Langley RCMP.

E. REPORTS TO COUNCIL

1. UBCM Poverty Reduction Planning and Action Program Grant
Report 23-28
File MA LSP00016

That Council support an application to the UBCM Poverty Reduction Planning and Action Program for grant funding of up to $50,000.

2. Fire Hall Feasibility Studies Update
Report 23-33
File ENG 0810-30

That Council receive the Fire Hall Feasibility Studies report for information.

E. REPORTS TO COUNCIL

3. Intersection of Fraser Highway at 272 Street Update
Report 23-29
File ENG 5460-03-020-047

That Council direct staff to include the construction of a westbound left turn signal and modification of the existing eastbound left turn signal to "lead-lag" left turn traffic signal operation at the intersection of Fraser Highway and 272 Street in the 2023 budget at an estimated cost of $75,000, with construction subject to TransLink approval.

4. Sanitary Sewer Local Area Service 28 Avenue and 206 Street
Report 23-30
File ENG 5320-20-SWR21-03

That Council consider the request of property owners and authorize staff to prepare and distribute the official petition to the benefitting properties within the affected area, as shown in Attachment A, to determine the level of support to proceed with a Local Area Service (LAS) initiative for provision of municipal sanitary sewer in accordance with applicable regulations, policies, and procedures;

That subject to confirmation of sufficiency of the petition process, staff be authorized to set the interest rate for the subject Sanitary Sewer LAS at 4.75%, which is equivalent to the Municipal Finance Authority's 20-year Capital Financing Rate plus 0.25%; and

That Council authorize funding for the subject LAS to be included in the 2023-2027 Financial Plan from borrowing in the form of a 20-year debt issue through the Municipal Finance Authority.

F. BYLAWS FOR FIRST AND SECOND READING

1. Streamside Protection and Enhancement Clarification Amendments
Bylaw No. 5854
Report 23-34
File CD BA000040

That Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection and Enhancement Clarification) Bylaw No. 5854;

That Council consider that Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection and Enhancement Clarification) Bylaw No. 5854 is consistent with the Township's Five-Year

F. BYLAWS FOR FIRST AND SECOND READING

Financial Plan as updated annually and with Metro Vancouver's Integrated Liquid Waste Resource Management Plan and Integrated Solid Waste Resource Management Plan, Housing Needs Report and with the consultation requirement of Official Community Plan Consultation Policy (07-160); and

That Council authorize staff to schedule the required public hearing for Bylaw No. 5854.

Explanation – Bylaw No. 5854

Bylaw No. 5854 brings forward clarifying amendments to the Township's Official Community Plan Schedule 3 Development Permit Areas: Streamside Protection and Enhancement.

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

1. General Local Government Election Bylaw Amendment
Bylaw No. 5846
Report 23-26
File ADM 3900-25

That Council give first, second and third reading to General Local Government Election Bylaw 2010 No. 4844 Amendment Bylaw No. 5846.

Explanation – Bylaw No. 5846

Bylaw No. 5846 amends Bylaw No. 4844 to redact the address of the candidates and nominators from the Nomination forms posted on the Township website.

2. Election and Political Signs Bylaw
Bylaw No. 5834
Report 23-25
File ADM 3900-25

That Council give first, second and third reading to Election and Political Signs Bylaw No. 5834.

Explanation – Bylaw No. 5834

Bylaw No. 5834 sets out the rules and regulations regarding the placement of election and political signs on both public and private property within the Township of Langley.

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

3. Credit Card Payment Service Fee
Bylaw No. 5853
Report 23-32
File FIN 1615-20

That Council give first, second, and third reading to the Credit Card Payment Service Fee Bylaw No. 5853; and

That Council authorize staff to proceed with allowing credit card payments with the associated 2.2% service fee for online ecommerce and in person payments for building permits and engineering permits.

Explanation – Bylaw No. 5853

Bylaw No. 5853 provides a mechanism for fee recovery of credit card merchant fees on payments made by credit card. Under Section 194 of the *Community Charter*, a Council may impose fees with respect to all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit, or impose requirements.

4. Langley Fees and Charges Bylaw Amendment
Bylaw No. 5852
Report 23-31
File FIN 1810-20

That Council give first, second and third reading to Langley Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5852.

Explanation – Bylaw No. 5852

Bylaw No. 5852 amends the Fees and Charges Bylaw 2007 No. 4616 as amended, to add new fees or other adjustments to the following Schedules to address new or enhanced municipal services and consolidation of the Township of Langley Fees and Charges Bylaw:

- Schedule 1: PARKS
- Schedule 2: CEMETERIES
- Schedule 3: ANIMAL CONTROL
- Schedule 4: FINANCE
- Schedule 5: MISCELLANEOUS CORPORATE
- Schedule 8: TRANSPORTATION
- Schedule 11: WATERWORKS
- Schedule 12: SEWER
- Schedule 13: STORMWATER
- Schedule 14: DEVELOPMENT SERVICES
- Schedule 16: AIRPORT
- Schedule 17: RECREATION AND CULTURE

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

5. Sanitary Sewer Local Area Service
24 to 28 Avenue and 204 to 208 Street
Bylaw No. 5847
Report 23-27
File ENG 5320-020-SWR21-02

That Council give first, second and third reading to Local Area Service Bylaw 2022 No. 5768 Amendment Bylaw No. 5847.

Explanation – Bylaw No. 5847

Bylaw No. 5847 provides amendments to Local Area Service Bylaw 2022 No. 5768 as a result of an increase in the estimated cost of the work.

H. BYLAWS FOR CONSIDERATION AT THIRD READING

I. BYLAWS FOR FINAL ADOPTION

1. Tree Protection Bylaw Update 2023
Bylaw No. 5838
Bylaw No. 5841
Bylaw No. 5842
Report 23-17
File ENG 6300-01

That Council give final reading to “Tree Protection Bylaw 2019 No. 5478 Amendment Bylaw No. 5838”;

“Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5841”; and

“Bylaw Notice Enforcement Bylaw 2008 No. 4703 Amendment Bylaw No. 5842”.

Explanation – Bylaw No. 5838

Bylaw No. 5838 amends Tree Protection Bylaw No. 5478 by providing for exemptions within building envelopes, driveway locations, for dead and dying trees, removing the requirement for replacement trees by providing provisions for cash-in-lieu, and removing the requirement to demonstrate undue hardship.

I. BYLAWS FOR FINAL ADOPTION

Explanation – Bylaw No. 5841

Bylaw No. 5841 amends Fees and Charges Bylaw 2007 No. 4616 by amending Section 15 Tree Protection to provide no fee or cash-in-lieu requirements for trees in imminent failure, dead, dying, diseased or in decline beyond expectations of recovery, to specify cash-in-lieu requirements for replacement trees, and to remove the requirement for security deposits for replacement trees.

Explanation – Bylaw No. 5842

Bylaw No. 5842 updates the Bylaw Notice Enforcement Bylaw 2008 No. 4703 to update provisions relating to the amended Tree Protection Bylaw 2019 No. 5478.

2. Initial Development Application Procedure Improvements
Bylaw No. 5839
Report 23-24
File CD BA000021

That Council give final reading to "Township of Langley Development Application Procedures Bylaw No. 5760, Subdivision and Development Servicing Bylaw 2019 No. 5382, and Development Permit Delegation Bylaw 2016 No. 5246 Amendment Bylaw No. 5839".

Explanation – Bylaw No. 5839

Bylaw No. 5839 amends Development Application Procedures Bylaw No. 5760, Subdivision and Development Servicing Bylaw 2019 No. 5382, and Development Permit Delegation Bylaw 2016 No. 5246 to streamline the development application review and approval process.

3. Township of Langley Emergency Program Bylaw Update
Bylaw No. 5845
Report 23-18
File PS 7130-01

That Council give final reading to "The Township of Langley Emergency Program Bylaw No. 5845".

Explanation – Bylaw No. 5845

Bylaw No. 5845 updates the Township of Langley Emergency Program to allow Council to prepare or cause to be prepared, local emergency plans respecting preparation for response to and recovery from emergencies and disaster, pursuant to the Provincial legislation.

I. BYLAWS FOR FINAL ADOPTION

4. Rezoning Application No. 100598 and
Development Permit Application No. 101141
(Manorlane Properties (Willowbrook) Inc. / 6350 – 197 Street)
Bylaw No. 5718
Bylaw No. 5719
Bylaw No. 5720
Report 21-79
File CD 08-10-0042

That Council give final reading to "Township of Langley Land Use Contract No. 74 Discharge (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5718";

"Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5719"; and

"Township of Langley Housing Agreement (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5720".

Explanation – Bylaw No. 5718

Bylaw 2021 No. 5718 discharges Land Use Contract No. 74 from property located at 6350 – 197 Street.

Explanation – Bylaw No. 5719

Bylaw 2021 No. 5719 rezones land at 6350 - 197 Street from Regional Commercial Zone C-1 to Comprehensive Development Zone CD-161 to accommodate 133 apartment units and 290 square metres of commercial area.

Explanation – Bylaw No. 5720

Bylaw 2021 No. 5720 authorizes the Township of Langley to enter into a Housing Agreement with Manorlane Properties (Willowbrook) Inc. to secure rental housing and affordable rental units on the subject property located at 6350 - 197 Street.

Development Permit No. 101141

That Council authorize issuance of Development Permit No. 101141 (Manorlane Properties (Willowbrook) Inc. / 6350 – 197 Street) in accordance with Attachment A subject to the following conditions:

a. Building plans in substantial compliance with Schedule "A";
b. Landscape plans being in substantial compliance with Schedule "B" and in compliance with the Township's Street Tree and Boulevard Planting Policy and Age Friendly Amenity Area requirements;

I. BYLAWS FOR FINAL ADOPTION

c. Section 107.3 (iii) of Township of Langley Zoning Bylaw 1987 No. 2500 is hereby varied to reduce the minimum number of required parking spaces from 1.5 to 1 space for all apartment units;
d. All signage being in compliance with the Township's Sign Bylaw;
e. All rooftop mechanical equipment to be screened from view; and
f. All refuse areas to be located in an enclosure and screened.

Although not part of the development permit requirements, the applicant is advised that prior to issuance of a building permit, the following items will need to be finalized:

a. Completion of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw;
b. Completion of an onsite servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw;
c. On-site landscaping to be secured by letter of credit at building permit stage;
d. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place; and
e. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees.

Clerk's Note: Please note that all development prerequisites listed in the Community Development Division report to Council of June 14, 2021 attached to the Bylaw have been satisfactorily addressed. The Public Hearing for the Bylaws was held on June 28, 2021 with third reading given on July 12, 2021. In accordance with Council policy, staff advise that the public hearing for the Bylaw(s) was held more than a year prior to the proposed final reading date. Although resolution of the development prerequisite items was on-going and the on-site rezoning sign remained in place, the Bylaws were delayed for the following reasons: resolution of development pre-requisites.

J. CORRESPONDENCE

K. MINUTES OF COMMITTEES

1. Recreation, Culture, and Parks Advisory Committee – February 8, 2023
Seniors Advisory Committee – February 15, 2023
File 0540-20

That Council receive the Minutes of the Council Advisory Committee meetings as listed above.

L. MAYOR AND COUNCIL REPORT

M. METRO VANCOUVER AND OTHER REGIONAL COMMITTEE REPRESENTATIVES REPORT

N. ITEMS FROM PRIOR MEETINGS

Mayor Woodward has requested the following item from the January 16, 2023 Regular Council meeting, be brought back for discussion:

1. 207A and 207 Street Strata Road Conversion to Public Road
Report 23-06
File ENG 5260-26-01

Moved by Councillor Pratt,
Seconded by Councillor Martens,
That Council receive the "207A and 207 Street Strata Road Conversion to Public Road" report for information and consideration as part of the 2023 budget.
CARRIED

Clerk's Note: Mayor Woodward has provided the following draft motion for Council's consideration:

That Council hereby directs staff to:

1. Proceed with the completion of a "consensual expropriation" to expropriate 207A Street between 82 and 84 Avenues, pursuant to section 3 of the Expropriation Act, [RSBC 1996] CHAPTER 125;

2. Report to Council with a proposed updated design concept for 207A Street between 82 and 84 Avenues, for Council consideration, potentially including:

    a. Installation of streetlights on the west side;

    b. A 1.5m wide concrete sidewalk on the west side;

    c. The installation of two signed and marked crosswalks, perhaps including pedestrian activated Rectangular Rapid Flashing Beacons (RRFB);

    d. Reconstruction of storm water management features, if needed; and

    e. On-street angled or parallel parking adjacent to Yorkson Community Park; and

3. Proceed with the assumption of the operation, maintenance, and rehabilitation (OMR) for 207 Street from 80th to 82nd Avenues, with the required revisions to the existing statutory right-of-way (SRW).

O. ITEMS BROUGHT FORWARD FOR PUBLIC INFORMATION FROM CLOSED MEETINGS

P. OTHER BUSINESS

Councillor Pratt presented the following Notice of Motion within the deadlines according to Council's policy:

1. Runway Rehabilitation Project

Whereas Runway 01-19 is the main runway at the Langley Regional Airport and is in critical need of rehabilitation in order to ensure the safety of those using the airport;

Whereas the Provincial British Columbia Air Assistance Program (BCAAP) requires the support of Council in order for the project to be eligible to apply for the program's funding;

Whereas the project requires additional funding that may be secured from other sources as staff work on qualifying for BCAAP; and

Whereas over 77,000 aircraft movements occurred at CYNJ in 2022 with this number projected to increase through 2023;

Therefore be it resolved that Council direct staff to proceed with a study to obtain final design and project costs to a maximum of $75,000 funded from the Airport reserve to make the Runway Rehabilitation project shovel-ready to apply for funding opportunities in 2023/2024.

Mayor Woodward presented the following Notices of Motion within the deadlines according to Council's policy:

2. Affordable Housing DCC Incentives Bylaw Update

Whereas:

1. Development Cost Charge Waiver for Affordable and Supportive Housing Bylaw 2019 No. 5462 outlines provisions for so-called affordable housing, including waiving or reducing DCCs for an eligible development application which can amount to many millions of dollars; and

2. DCC exemptions represent significant incentives that should only be reserved for the creation of permanently available and affordable rental housing within the primary rental market;

Therefore be it resolved that Council hereby directs staff to report to Council with recommendations and potential amendments to the Development Cost Charge Waiver for Affordable and Supportive Housing Bylaw 2019 No. 5462 to:

P. OTHER BUSINESS

a. limit its contemplated Development Cost Charges incentives to non-profit and/or charitable applicants;
b. require all units to be included for potential waivers, not just 30% as per 3.1(a);
c. eliminate or significantly increase the expiration of existing provisions to maintain all units as rental housing within the primary market, not just for a period of 20 years; and
d. update the Eligibility Criteria to be more applicable to the Township of Langley, potentially no longer based solely on the Vancouver Housing Income Limit.

3. Completion of Fraser Highway by 2030

Whereas:

1. Fraser Highway is included in the TransLink Major Road Network (MRN) and Major Bike Network (MBN), designated as an arterial road, part of the designated truck route network and identified by the Province as an over-height truck route and disaster response route;

2. Fraser Highway has sections remaining that do not have adequate capacity to meet current and future demands for the movement of people, goods and services and does not adequately accommodate other modes of active transportation, such as transit, walking and cycling;

3. TransLink provides annual funding for the Operation, Maintenance, and Rehabilitation (OMR) and project specific upgrades for MRN and MBN roads;

4. TransLink has identified Fraser Highway as a regionally significant corridor that connects several municipalities, Provincial Highways and other MRN roads; and

5. The costs for improving the remaining sections of Fraser Highway are prohibitive for the Township of Langley with additional unforeseen funding sources, given the current level of cost sharing provided by Translink and senior levels of government.

Therefore be it resolved that Council hereby:

A. Directs staff to report to Council outlining for its consideration an updated plan and requirements to complete Fraser Highway from 232 Street to 264 Street by 2030, along with potentially updated financial support mechanisms from Translink, the Province of British Columbia and extraordinary land use conversions;

P. OTHER BUSINESS

B. Directs staff to include within the aforementioned report to Council the potential provision of sewerage service along Fraser Highway extended to 248 Street;

C. Directs staff to continue with the current practice of applying to the TransLink Minor Capital Program, on an annual basis, requiring 50% Township cost-share funding, for the next scheduled segment of improvements along Fraser Highway between the 24300 and 24600 blocks; and

D. Authorizes up to $200,000 from existing budgets to complete functional designs and more detailed construction estimates to widen Fraser Highway: (1) between the 23400 and 24300 blocks; and (2) between the 25000 block and 264 Street in time for the 2024 budget process and to inform future discussions with Translink.

4. Fraser Highway Employment Lands Area Plan

Whereas:

1. The Metro Vancouver region is experiencing a critical shortage of industrial land and the Metro Vancouver Regional District adopted a Regional Industrial Lands Strategy in 2020 to ensure sufficient industrial lands to meet the needs of a growing and evolving regional economy;

2. Township of Langley Official Community Plan has a goal to maintain a balance between local job opportunities and labour force growth, with an objective to provide one job for every local resident within the labour force; and

3. Multiple properties on both sides of Fraser Highway, between 228 Street and 240 Street are not in the Agricultural Land Reserve (ALR) and already have a variety of established industrial and employment uses.

Therefore be it resolved that Council hereby directs staff to:

A. Report to Council with a Terms of Reference, proposed timeline and general rationale regarding:

    1. a new Fraser Highway Employment Lands Area Plan, with public consultation, for an area generally located between between 228 Street and 240 Street, based on the Fraser Highway Corridor Study completed in 2020;
    2. the long-term need and benefit to increase the supply of employment lands along Fraser Highway for properties not within the Agricultural Land Reserve, expand the tax base and provide for additional employment opportunities for Township of Langley residents; and

P. OTHER BUSINESS

3. an appropriate framework for Community Amenity Contributions for extraordinary land use changes within a new Fraser Highway Employment Lands Area Plan, if so adopted by Council.

B. Initiate an environmental assessment for a new Fraser Highway Employment Lands Area Plan; and

C. Initiate consultation with Metro Vancouver regarding proposed requirements and potential timeline to amend Metro 2050, the Urban Containment Boundary and Sewerage Service Areas to accommodate a new Fraser Highway Employment Lands Area Plan, if so adopted by Council.

5. Potable Water Infrastructure on Fraser Highway

Whereas:

1. Water servicing along Fraser Highway was considered in 2010 during the preliminary design of the East Langley Water Supply project; and

2. Water service for Fraser Highway would provide potable water to residents and businesses, strengthen critical infrastructure, reduce ongoing and future stress on local aquifers and support future growth of employment lands, if so adopted by Council;

Therefore be it resolved that Council hereby directs staff to report to Council on the feasibility and cost to provide potable water and fire protection infrastructure along Fraser Highway between 22300 block and 264 Street which shall include, but not necessarily limited to:

1. servicing objectives system analysis and limitations and possible additions;
2. regulatory and environmental approvals process and related information;
3. public consultation and engagement; and
4. the identification of funding sources, grant programs and other possible cost recovery mechanisms; and further

Be it resolved that Council hereby authorizes up to $70,000 from existing budget envelope(s) within Annual Pre-Engineering and Function Design to complete functional design(s) and construction estimates for potable water service infrastructure on Fraser Highway between the 22300 block and 264 Street, in time for the 2024 budget process.

P. OTHER BUSINESS

6. Public Consultation and Council Consideration of Horne Pit

Whereas:

1. At the November 13, 2022, Regular Meeting of Council, Council directed staff to "complete the Booth, Rinn and Fernridge neighbourhood plans currently in draft form" with prescribed elements to review and reconsider;

2. Works to restore and prepare municipally-owned lands otherwise known as "Horne Pit" within the draft Fernridge Neighbourhood Plan have been underway for many years; and

3. To maximize transparency and good governance, Council should publicly consider draft concepts for "Horne Pit" concurrently with public consultation and Council consideration of the Booth, Rinn and Fernridge neighbourhood plans, as so revised;

Therefore be it resolved that Council hereby directs staff to present to Council at the April 17, 2023 Regular Meeting of Council potential site design concept(s), wetland and tree preservation, trail and greenway networks and the possibility of other uses on the municipally-owned lands otherwise known as "Horne Pit" within the draft Fernridge Neighbourhood Plan.

Councillor Ferguson presented the following Notice of Motion within the deadlines according to Council's policy:

7. Property Tax Levies

Whereas the January 2023 Consumer Price Index for British Columbia is 6.2%;

Whereas many municipalities within the region and the province have found it challenging to fund infrastructure, staffing, and protection (police, fire, bylaw officers);

Whereas several Lower Mainland municipalities have had to present budgets far higher than anticipated, for example:

- Abbotsford: 4.39% (draft);5
- Delta: 4.9% (final);
- Langley City: 11.56% (draft);
- Richmond: 5.89% (final);
- Surrey: 16.50% (draft);
- Vancouver: 5% (draft); and

P. OTHER BUSINESS

Whereas section 165 of the *Community Charter* legislates that the total annual expenditures must not exceed the total annual funding sources;

Therefore be it resolved that Council direct staff to add the following to the 2023 and future budget calculations:

- 1% property tax levy to be directed to fire protection services; and
- 1% property tax levy to be directed to police and bylaw services.

Q. MOTION TO RESOLVE INTO CLOSED MEETING

That Council now resolve into a Closed Meeting for discussion of the following items, in accordance with and as identified under Section 90 of the Community Charter:

Item A.1 - Section 90(1) (n) Consideration;
Item D.1 - Section 90(2) (b) Intergovernmental Relations;
Item E.1 - Section 90(1) (e) Property; (k) Negotiations;
Item E.2 - Section 90(1) (e) Property;
Item F.1 - Section 90(1) (k) Negotiations;
Item F.2 - Section 90(1) (i) Solicitor-Client Privilege;
Item G.1 - Section 90(1) (e) Property;
Section 90(2) (b) Intergovernmental Relations;
Item H.1 - Section 90(1) (a) Personnel;
Item H.2 - Section 90(1) (a) Personnel;
Item H.3 - Section 90(1) (a) Personnel; and
Item H.4 - Section 90(1) (m) Another Enactment.

R. TERMINATE

Township of Langley
Est. 1873

REGULAR MEETING OF TOWNSHIP COUNCIL

Monday, February 13, 2023, 2023 at 1:30pm
Fraser River Presentation Theatre
4th Floor, 20338 – 65 Avenue, Langley, BC

M I N U T E S

PRESENT: Mayor E. Woodward

Councillors T. Baillie, S. Ferguson, M. Kunst, B. Martens, M. Pratt, R. Rindt, and M. vanPopta

M. Bakken, S. Richardson, S. Ruff, J. Winslade, and R. Zwaag

W. Bauer and K. Stepto

ACKNOWLEDGEMENT OF THE TRADITIONAL TERRITORIES OF THE COAST SALISH PEOPLES

Mayor Woodward acknowledged the Traditional Territories of the Coast Salish Peoples.

A. ADOPTION AND RECEIPT OF AGENDA ITEMS

1. Regular Council Meeting – February 13, 2023

Moved by Councillor Ferguson,
Seconded by Councillor Pratt,
That Council adopt the agenda and receive the agenda items of the Regular Council meeting held February 13, 2023.
CARRIED

B. ADOPTION OF MINUTES

1. Special Council Meeting for Budget Purposes – January 30, 2023

Moved by Councillor Baillie,
Seconded by Councillor Pratt,
That Council adopt the Minutes of the Special Council Meeting for Budget Purposes held January 30, 2023.
CARRIED

B. ADOPTION OF MINUTES

2. Regular Council Meeting – January 30, 2023

Moved by Councillor Ferguson,
Seconded by Councillor Martens,
That Council adopt the Minutes of the Regular Council meeting held January 30, 2023.
CARRIED

C. DELEGATIONS

1. Ellen Peterson and Dr. Leo Wong
Langley Division of Family Practice
File 0550-07

Ellen Peterson and Dr. Leo Wong, Langley Division of Family Practice appeared before Council to discuss the Primary Care Network Service Plan for Langley. They noted that current healthcare challenges in the Township include:

- 24,000 unattached residents;
- Growing mental illness, substance use, and isolation;
- Growing frail and elderly population; and
- Care for on and off reserve indigenous population.

A Primary Care Network will aim to develop a network of Patient Medical Homes, Health Authority Services, and Community partners to deliver coordinated, comprehensive, and timely care. A Primary Care Network will recruit 21 new General Practitioners' and 12 Nurse Practitioners', will add more locum physicians, and will teach new doctors. A Primary Care Network will also provide attachment care while patients are waitlisted, expanded after hour care through 811, and a Langley Community Health Centre.

They asked Council to help by endorsing and promoting the Primary Care Network amongst the residents, by helping to recruit physicians and nurse practitioners to Langley, and by allowing access to Township infrastructure for care delivery.

MOTION
Moved by Councillor Ferguson,
Seconded by Councillor Pratt,
That the presentation regarding a Primary Care Network in the Township of Langley be referred to staff to report back with workplan options for support of the Primary Care Network, for Council consideration.
CARRIED

D. PRESENTATIONS

1. Surrey Langley SkyTrain Project

Jennifer MacLean, Executive Project Director, Transportation Investment Corporation, provided an update regarding the Surrey Langley SkyTrain project. She noted that the project objectives are to:

- Provide sustainable, multi-modal transportation choices to connect communities;
- Support transit-oriented development;
- Foster healthy communities and a healthy environment;
- Create economic development and job growth; and
- Deliver on a 10-year Vision by the Mayor's Council on Regional Transportation.

Some of the project benefits between opening day and 2050 will include:

- 65 minutes travel time between Langley City Centre and Waterfront Station;
- 24,000 annual direct and indirect jobs; and
- 330,000 average daily reduction in vehicle kms travelled;
- 20,000 new jobs accessible by transit; and
- 106,000 tonnes reduction in GHG emissions.

An Environmental Screening Review is taking place along with engagement with Indigenous Groups, stakeholders, and the public. Major construction of the project is to begin in 2024 with completion by late 2028.

E. REPORTS TO COUNCIL

1. Union of British Columbia Municipalities Disaster Risk Reduction Program Grant Submission Report 23-22

File ENG 1855-35

Moved by Councillor Pratt,
Seconded by Councillor vanPopta,
That Council approve submission of a grant application for 56 Avenue and 24200 Block Slope Stability Project to the Union of British Columbia Municipalities Disaster Risk Reduction program for funding of up to $1,000,000 to make available previously approved Township funding if successful.
CARRIED

E. REPORTS TO COUNCIL

2. Policy Revision - Snow and Ice Control
Report 23-20
File ENG 5400-11

MOTION 1
Moved by Councillor Ferguson,
Seconded by Councillor Pratt,
That Council adopt the updated Township of Langley Snow and Ice Control Council Policy 05-102 presented as Attachment A to this report to reflect the revisions requested by Council.
CARRIED

MOTION 2
Moved by Councillor vanPopta,
Seconded by Councillor Rindt,
That Council pre-approve $2,100,000 in 2023 Transportation Capital funding.
CARRIED

MOTION 3
Moved by Councillor Rindt,
Seconded by Councillor Baillie,
That Council direct staff to include $560,000 Transportation Operating funding as part of the 2023 budget and annualize the remaining $1,120,000 in the 2024 Transportation Operating budget to allow for the implementation of sidewalk clearing in select areas as identified in the revised policy to begin in the 2023/2024 winter season.

DEFERRAL
Moved by Mayor Woodward,
Seconded by Councillor Pratt
That Motion 3 be deferred to the first Council meeting in September.
CARRIED

3. Soil Deposit Application for 27575 – 8 Avenue
Report 23-21
File ENG SO002235

Moved by Councillor vanPopta,
Seconded by Councillor Baillie,
That Council direct staff to not refer soil deposit application for 27575 – 8 Avenue to the Agricultural Land Commission and direct staff not to process the application further.

REFERRAL
Moved by Councillor vanPopta,
Seconded by Councillor Kunst,

E. REPORTS TO COUNCIL

That Soil Deposit Application for 27575-8 Avenue be referred to staff for a presentation on the Soil Deposit Policy at a Council meeting in March, with potential policy revisions.
CARRIED

4. Willoughby Greenway Amenity Policy
Report 23-23
File MA 6440-01

Moved by Councillor vanPopta,
Seconded by Councillor Pratt,
That Council approve the Willoughby Greenway Amenity Policy, presented substantially in the form provided as Attachment A to this report, and rescind:

- 208 Street Area Greenway Amenity Policy No. 07-226 (2013);
- Carvolth Greenway Amenity Policy No. 02-227 (2013);
- Central Gordon Estate Greenway Amenity Policy No. 07-225 (2012);
- Jericho Greenway Amenity Policy No. 07-224 (2011);
- Latimer Greenway Amenity Policy No. 07-228 (2015);
- Smith Amenity Zoning Policy No. 07-232 (2017);
- Williams Amenity Zoning Policy No. 07-233 (2018); and
- Yorkson Greenway Amenity Policy No. 07-223 (2007).

CARRIED

F. BYLAWS FOR FIRST AND SECOND READING

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

1. Rezoning Application No. 100567 and
Development Permit Application No. 101076 (1121282 BC Ltd. / Unibuild Construction Management Ltd. / 20145 – 84 Avenue)
Bylaw No. 5826
Report 23-19
File CD 08-26-0203

Moved by Councillor Pratt,
Seconded by Councillor Ferguson,
That Council give first, second and third reading to Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (1121282 BC Ltd.) Bylaw No. 5826 rezoning approximately 0.9 ha (2.3 ac) of land located at 20145 – 84 Avenue to Comprehensive Development Zone CD-136 to facilitate the development of 127 apartment units and 42 townhouse units, subject to the following development prerequisites being satisfied to the acceptance of the Township of Langley prior to final reading:

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

1. A Servicing Agreement being entered into with the Township to secure required road and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw;
2. Provision of road dedications, widenings, and necessary traffic improvements for 84 Avenue, the lane between 84 Avenue and 85 Avenue, and 85 Avenue, in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw and the Carvolth Neighbourhood Plan;
3. Submission of an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw;
4. Dedication and construction of a 4.5 m wide street greenway on the north side of 84 Avenue, including final acceptance of the greenway landscape design plans, sidewalk/trail alignment, signage, landscape details and security;
5. Provision of a final tree management plan incorporating tree retention, replacement, protection details, and security in compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection);
6. Compliance with Age Friendly Amenity Area requirements;
7. Registration of restrictive covenants:
    a. identifying the units (minimum 5% of townhouse units, 10% apartment units) required in accordance with the Schedule 2 – Adaptable Housing Requirements for the Township's Official Community Plan;
    b. prohibiting the development of secondary suites within individual townhouse units;
    c. prohibiting reliance on street parking;
8. Registration of statutory rights-of-way securing pedestrian connections:
    a. Mid-block crossing;
    b. Internal lane sidewalk;
9. Approval of the rezoning bylaw by the Ministry of Transportation and Infrastructure;
10. Compliance with the Community Amenity Contributions Policy, and the requirements of the Carvolth Greenway Amenity Policy, and the Township's 5% Neighbourhood Park Land Acquisition Policy;
11. Payment of applicable Neighbourhood Planning Administration fees, supplemental Rezoning fees, Development Engineering and Green Infrastructure Services administration fees, Development Works Agreement (DWA) and Latecomer charges; and

That Council at time of final reading of Rezoning Bylaw No. 5826 authorize issuance of Development Permit No. 101076 subject to the following conditions:

a. Building plans being in substantial compliance with Schedule "A";

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

b. Landscape plans being in substantial compliance with Schedule "B" and in compliance with the Township's Street Trees and Boulevard Plantings Policy and Age Friendly Amenity Area requirements;
c. Provision of a final tree management plan incorporating tree retention, replacement and protection details in compliance with the Township's Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection);
d. All signage being in substantial compliance with Schedule "A" and the Township's Sign Bylaw;
e. Rooftop mechanical equipment to be screened from view by compatible architectural treatments in substantial compliance with Schedule "A"; and
f. All refuse areas to be located in an enclosure and screened.

Although not part of the development permit requirements, the applicant is advised that prior to issuance of a building permit, the following items will need to be finalized:

a. Issuance of Energy Conservation and Greenhouse Gas Reduction Development Permit No. 101155 if applicable;
b. Payment of supplemental Development Permit application fees, applicable Development Cost Charges, and Building Permit administration fees;
c. Landscaping and boulevard treatment being secured by letter of credit at the Building Permit stage;
d. Tree retention, replacement and protection in compliance with the Township's Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection) being secured by letter of credit, including payment of associated administrative fees;
e. Written confirmation from owner and landscape architect or arborist that the tree protection fencing identified in the tree management plan is in place; and
f. Submission of a site specific on-site servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw, and an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw.

CARRIED

2. Tree Protection Bylaw Update 2023
Bylaw No. 5838
Bylaw No. 5841
Bylaw No. 5842
Report 23-17
File ENG 6300-01

Moved by Councillor Kunst,
Seconded by Councillor vanPopta,
That Council give first, second and third reading to Tree Protection Bylaw 2019 No. 5478 Amendment Bylaw No. 5838;

G. BYLAWS FOR FIRST, SECOND AND THIRD READING

That Council give first, second and third reading to Fees and Charge Bylaw 2007 No. 4616 Amendment Bylaw No. 5841; and

That Council give first, second and third reading to Bylaw Notice Enforcement Bylaw 2008 No. 4703 Amendment Bylaw No. 5842.
CARRIED

3. Initial Development Application Procedure Improvements
Bylaw No. 5839
Report 23-24
File CD BA000021

Moved by Mayor Woodward,
Seconded by Councillor vanPopta,
That Council give first, second and third reading to Development Application Procedures Bylaw No. 5760, Subdivision and Development Servicing Bylaw 2019 No. 5382 and Development Permit Delegation Bylaw 2016 No. 5246 Amendment Bylaw No. 5839; and

That Council adopt the Development Application Procedures Council Policy presented as Attachment A to this report.
CARRIED

4. Township of Langley Emergency Program Bylaw Update
Bylaw No. 5845
Report 23-18
File PS 7130-01

Moved by Councillor Baillie,
Seconded by Councillor Martens,
That Council give first, second and third reading to “The Township of Langley Emergency Program Bylaw No. 5845”.
CARRIED

H. BYLAWS FOR CONSIDERATION AT THIRD READING

I. BYLAWS FOR FINAL ADOPTION

J. CORRESPONDENCE

K. MINUTES OF COMMITTEES

1. Heritage Advisory Committee – February 1, 2023
File 0540-20

Moved by Councillor Martens,
Seconded by Councillor Pratt,
That Council receive the Minutes of the Council Advisory Committee meeting as listed above.
CARRIED

2. Heritage Advisory Committee Recommended Motion
File 0540-20

Moved by Councillor Pratt,
Seconded by Councillor Kunst,
That Council approve the following Heritage Advisory Committee Task Forces be extended for 180 days, starting March 1, 2023, so that they may complete the work outlined in their respective Terms of Reference, and report back to HAC by September 2023:

a) Rural Heritage Task Force

b) Heritage Information, Education and Awareness Task Force

CARRIED

L. ASSOCIATIONS AND OTHER GOVERNMENT AGENCIES

1. Joint School District No. 35 / Municipal Liaison Committee – February 1, 2023
File 0540-20

Moved by Mayor Woodward,
Seconded by Councillor Baillie,
That Council receive the Minutes of the Joint School District No. 35 / Municipal Liaison Committee meeting held on February 1, 2023.
CARRIED

M. MAYOR AND COUNCIL REPORT

Mayor Woodward announced that he is striking a Standing Committee on Police Priorities and Initiatives.

N. METRO VANCOUVER AND OTHER REGIONAL COMMITTEE REPRESENTATIVES REPORT

Councilor Ferguson reported that he attended an Indigenous Relations Committee meeting where he has been appointed to the Treaty Table.

O. ITEMS FROM PRIOR MEETINGS

1. Council Code of Conduct Requirement
Report 23-08
File ADM 0530-01

Moved by Councillor Kunst,
Seconded by Councillor Richter,
That Council receive the "Council Code of Conduct Requirement" report.

AMENDMENT
Moved by Councillor Martens,
Seconded by Councillor vanPopta,
That the Code of Conduct Policy 01-025 be amended in section 3.1.1.1 to read as follows:

> "maintain the highest ideals of honour, integrity, *RESPECT,* and accountability and discharge public duties in a manner that is fair, honest, professional, and responsible."

CARRIED

MAIN MOTION, AS AMENDED
The question was called on the Main Motion, as amended, and it was
CARRIED

P. ITEMS BROUGHT FORWARD FOR PUBLIC INFORMATION FROM CLOSED MEETINGS

The following information has been brought forward from the January 30, 2023 Closed Meeting for public information:

1. Translink Mayors' Council on Regional Transportation

That Councillor Ferguson replace Councillor Pratt as the alternate Township of Langley representative on the Translink Mayors' Council.
CARRIED

Section 90(1) (a) Personnel

2. Nominations for Membership on Metro Vancouver's Agricultural Advisory Committee
File 0400-60

That Paul Robson be the Township of Langley Council nominee for the Metro Vancouver Regional District's Agricultural Advisory Committee for a four-year term starting in 2023.
CARRIED

Section 90(1) (a) Personnel

Q. OTHER BUSINESS

1. Location of Vape Stores

Moved by Councillor Kunst,
Seconded by Councillor Martens,
Whereas the Township's Official Community Plan supports initiatives to support healthy lifestyles and prevent chronic diseases through healthy built environments; and

Whereas the Township's Zoning Bylaw administers location of use in the Township supported by Council Policy;

Therefore be it resolved that Council direct staff to prepare a report reviewing bylaw, policy and licencing options, with potential amendments thereto, regarding the location of 'vape stores' including proposed location criteria in consideration of compatibility with surrounding land uses.
CARRIED

2. Additional Community Amenity Contributions Payment Flexibility

Moved by Mayor Woodward,
Seconded by Councillor vanPopta,
Whereas:

1. All Community Amenity Contributions (CACs) are payable prior to final reading and that increases in CACs may present challenges in providing contributions prior to a rezoning approval;

2. Major Official Community Plan (OCP) amendments for residential developments may result in land value increases that are disproportionate to the CAC contribution amounts; and

3. The CACs for residential developments exceed OCP densities, the CAC Policy can be clarified to articulate that both Base CACs and Density Bonus payments will apply;

Therefore be it resolved that Council hereby amends Community Amenity Contributions Council Policy 07-166, updating it as follows:

A. Insert the following section after 5.4(b): "Under specific circumstances, payment of CAC and Density Bonus target contribution amounts associated with residential floor space that exceeds OCP base densities may be made at the time of issuance of a Building Permit, as deemed appropriate by Council. Payment of CACs associated with base OCP densities will be required prior to Council consideration of adoption of the Zoning amendment bylaw.";

B. Add a new policy provision after 5.2(h) to require additional amenity contributions where amendments to residential land uses for increased

Q. OTHER BUSINESS

densities resulting in significant increases in land value: “5.2(i) Where lots designated Residential and significant increases in density are proposed, CACs will be based on an amenity contribution proportionate to the value being created by the increase in density for Major OCP Amendments, potentially in conjunction with or in lieu of the provisions of 5.2(f)”; and

C. Update section 5.2(f) by replacing the first word “For” with the following text: “In addition to Community Amenity Contributions as set out in section 5.1, or set targets for cash-in-lieu as set out in Table 1,”.

CARRIED

3. Park Upgrades for North Langley Diamond Sports

Moved by Mayor Woodward,
Seconded by Councillor Ferguson,
Whereas:

1. The North Langley community youth baseball and softball programs have been providing athletic training, teaching sportsmanship, and encouraging activity amongst youth in the Township of Langley for over 30 years;

2. Baseball fields and amenities at Walnut Grove Community Park have become insufficient to meet the demand for youth sports and do not currently provide adequate safety measures, such as netting and backstops; and

3. Despite the goal to provide “more field opportunities for youth serving sports” as stated in Report to Council 16-104 dated October 17, 2016 over 6 years ago, the insufficient facilities and amenities currently available for baseball in North Langley remains unresolved despite ongoing population growth and increased demand;

Therefore be it resolved that Council hereby directs staff to:

A. Report to Council with estimated costs for an additional diamond at Walnut Grove Community Park or other options that may be appropriate for Council to consider, along with, but not necessarily limited to, upgrades to the current diamonds of Sandlot, Parker, Zarrelli and Senior:

    1. netting and backstops;
    2. lights, lighting schedule and new provisions for user group activation access;
    3. addition of turf and removal of clay infield;
    4. addition of rock dust for mound and base paths; and
    5. scoreboard upgrades.

Q. OTHER BUSINESS

B. Subsequently plan for an open house within the 3rd quarter of 2023 to solicit public feedback on these potential improvements along with a referral to the Recreation, Culture and Parks Advisory Committee; and

C. Include new field(s) and amenities in North Langley Diamond Sports within the 2024 Capital Budget for Council to consider with intended commencement and completion within 2024, if so funded and approved by Council.

CARRIED

4. New Cycling Infrastructure Improvements Fund

Moved by Mayor Woodward,
Seconded by Councillor vanPopta,
Whereas:

1. The Township of Langley has both bicycle parking requirements and end-of-trip cycling facility requirements on par only with the City of Vancouver, far in excess of market demand and usability, required with limited flexibility; and

2. The creation of new Cycling Infrastructure Improvements Fund funded by development could in turn benefit recreational and commuting cyclists alike throughout the Township of Langley, not just in developing areas;

Therefore be it resolved that Council hereby directs staff to report to Council with:

A. Draft amendments to Bylaw No 2500 for Council to consider including, but, not necessarily limited to:

    1. Section 107.12(2) and (3) to include potential cash-in-lieu provisions for up to 50% of the established requirements to provide for contributions to a new Cycling Infrastructure Improvements Fund;
    2. Section 107.12(1)(b)(i) to allow for secure bicycle parking at any level below grade, at finished grade, or one level above finished grad with convenient access to the outside;
    3. A proposed reduction within Section 107.12(2)(a)(i) and (ii) to 1.0 stalls per residential unit, or an alternative recommendation with applicable rationale; and
    4. A proposed reduction within Section 107.12(2)(b), (c) and (d) for institutional, commercial and light industrial gross floor area and 107.12(3) End of Trip Facilities with specific reconsideration of their applicability within the Township of Langley's transportation context and common sense, with options to redirect these on-site costs to more widely beneficial off-site cycling infrastructure.

Q. OTHER BUSINESS

B. Council Policy amendments as may be required to establish a new Cycling Infrastructure Improvements Fund to be funded by development on-site cash-in-lieu provisions and/or amenity fees, if so adopted by Council.

CARRIED

5. Potential Hudson Bay Street Safety Improvements

Moved by Councillor Martens,
Seconded by Councillor Baillie,
Whereas:

1. The perimeter road Hudson Bay Street in Fort Langley will see increased traffic due to Fort Langley developments such as Salishan Place by the River; and

2. Hudson Bay Street does not have a curbed sidewalk, traffic calming measures or other safety precautions for pedestrians;

Therefore be it resolved that Council hereby directs staff to report to Council with options and recommendations for Council to consider to improve public safety measures on Hudson Bay Street, including but not necessarily limited to road closure(s) at St Andrews Avenue, traffic calming measures and sidewalks with potential timelines for an open house and consultation within 2024.

CARRIED

R. MOTION TO RESOLVE INTO CLOSED MEETING

Moved by Councillor Pratt,
Seconded by Councillor Kunst,
That Council now resolve into a Closed Meeting for discussion of the following items, in accordance with and as identified under Section 90 of the Community Charter:

Item A.1 - Section 90(1) (n) Consideration;
Item D.1 - Section 90(1) (e) Property;
Section 90(2) (b) Intergovernmental Relations;
Item E.1 - Section 90(1) (k) Negotiations;
Item E.2 - Section 90(1) (a) Personnel;
Item F.1 - Section 90(2) (b) Intergovernmental Relations;
Item F.2 - Section 90(1) (a) Personnel;
Item F.3 - Section 90(1) (e) Property; (f) Law Enforcement;
Item H.1 - Section 90(1) (c) Labour;
Item H.1 - Section 90(1) (e) Property;
Item H.2 - Section 90(1) (g) Legal; and
Item H.3 - Section 90(1) (a) Personnel.

CARRIED

S. TERMINATE

Moved by Councillor Martens,
Seconded by Councillor vanPopta,
That the meeting terminate at 3:26pm.
CARRIED

CERTIFIED CORRECT:

_____
Mayor

_____
Township Clerk

Township of Langley
Est. 1873

REGULAR MEETING OF TOWNSHIP COUNCIL

FOR THE PURPOSE OF PUBLIC HEARING AND DEVELOPMENT PERMITS

Monday, February 13, 2023 at 7:25pm
Fraser River Presentation Theatre
4th Floor, 20338 – 65 Avenue, Langley, BC

M I N U T E S

PRESENT: Mayor E. Woodward

Councillors T. Baillie, S. Ferguson, M. Kunst, B. Martens, M. Pratt, K. Richter, R. Rindt, and M. vanPopta

S. Richardson

W. Bauer and K. Stepto

A. ADOPTION AND RECEIPT OF AGENDA ITEMS

1. Regular Meeting for Public Hearing and Development Permits – February 13, 2023

Moved by Councillor Rindt,
Seconded by Councillor Pratt,
That Council adopt the agenda and receive the agenda items of the Regular Meeting for Public Hearing and Development Permits held February 13, 2023.
CARRIED

B. DEVELOPMENT PERMITS

C. PUBLIC HEARING

1. Official Community Plan Amendment and Rezoning Application No. 100222 and Development Permit Application No. 101295 (209 Developments Ltd. / 20932 and 20958 – 83 Avenue)
Bylaw No. 5831
Bylaw No. 5832
Report 23-16
File CD 08-25-0088

C. PUBLIC HEARING

"Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Yorkson Neighbourhood Plan) Bylaw 2001 No. 4030 Amendment (209 Developments Ltd.) Bylaw No. 5831"; and

"Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (209 Developments Ltd.) Bylaw No. 5832"

Explanation – Bylaw No. 5831

S. Richardson explained that Bylaw No. 5831 amends the Willoughby Community Plan and Yorkson Neighbourhood Plan to redesignate property at 20958 – 83 Avenue. 255 public notices were mailed out.

Explanation – Bylaw No. 5832

S. Richardson explained that Bylaw No. 5832 rezones land located at 20931 and 20985 – 83 Avenue from Suburban Residential Zone SR-2 to Comprehensive Development Zone CD-174 to permit a comprehensive development consisting of 91 units (79 apartments and 12 townhouses).

Development Permit No. 101295

Running concurrently with this Bylaw is Development Permit No. 101295 (209 Developments Ltd. / 20932 and 20958 – 83 Avenue) in accordance with Attachment G subject to the following conditions:

a. Building plans being in substantial compliance with Schedule "A";
b. Landscape plans being in substantial compliance with Schedule "B" and in compliance with the Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection), the Township's Street Trees and Boulevard Plantings Policy and Age Friendly Amenity Area requirements;
c. All signage being in compliance with Schedule "A" and the Township's Sign Bylaw;
d. All rooftop mechanical equipment to be screened from view; and
e. All refuse areas to be located in an enclosure and screened.

Although not part of the development permit requirements, the applicant is advised that prior to issuance of a building permit, the following items will need to be finalized:

a. Completion of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw;
b. Completion of a site servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw;
c. On-site landscaping to be secured by letter of credit at building permit stage;

C. PUBLIC HEARING

d. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place; and
e. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees.

Submissions from the public:

The following written submission was received from the public:

1. C. Gray, a Langley resident, expressing opposition due to increasing density in the neighbourhood which will saturate the area with people and vehicles.

MOTION
Moved by Councillor Pratt,
Seconded by Councillor Kunst,
That Council consider third reading of "Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Yorkson Neighbourhood Plan) Bylaw 2001 No. 4030 Amendment (209 Developments Ltd.) Bylaw No. 5831"; and "Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (209 Developments Ltd.) Bylaw No. 5832".
CARRIED

MOTION
Moved by Councillor vanPopta,
Seconded by Councillor Kunst,
That Council grant third reading of "Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Yorkson Neighbourhood Plan) Bylaw 2001 No. 4030 Amendment (209 Developments Ltd.) Bylaw No. 5831"; and "Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (209 Developments Ltd.) Bylaw No. 5832".
CARRIED

D. TERMINATE

Moved by Councillor vanPopta,
Seconded by Councillor Rindt,
That the meeting terminate at 7:31pm.
CARRIED

CERTIFIED CORRECT:

Mayor

Township Clerk

From: do_not_reply@notifications.tol.ca
Sent: Friday, February 10, 2023 1:02 PM
To: legservicesinfo
Subject: Delegation Requests by Justin Napier (Executive Director of The Gateway of Hope)
Attachments: The Gateway of Hope.pdf

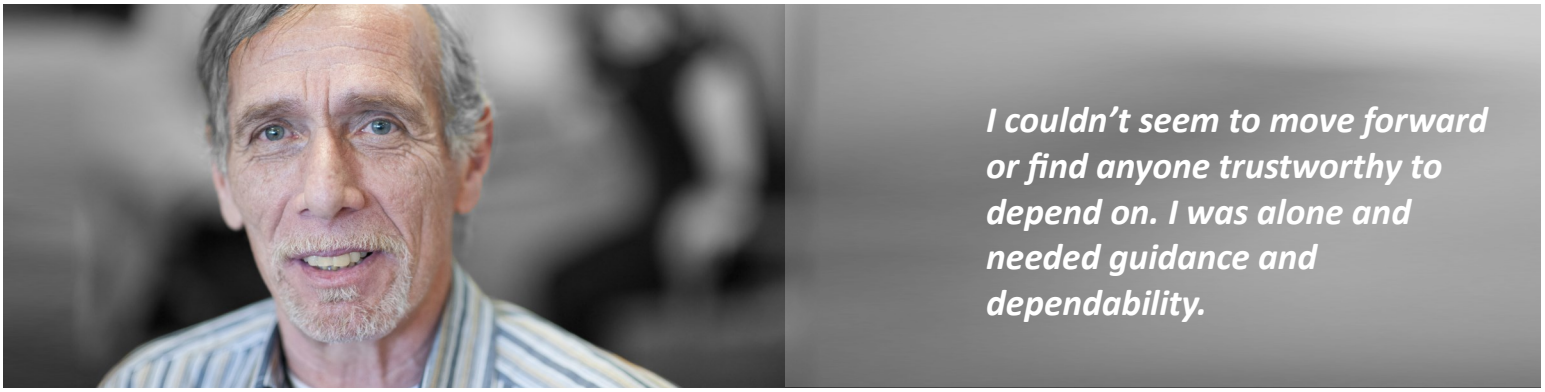
Please note the following response to Delegation Requests has been submitted at Friday February 10th 2023 1:01 PM.

- **I/we would like to appear as a delegation at the Council meeting on (at the 1:30pm Regular Meeting)**
  2/27/2023
- **Name of delegate or organization wishing to appear**
  The Salvation Army Gateway of Hope
- **Topic**
  The Township council committed to financially support our facility, The Gateway of Hope, with the amount of $100,000 per year for five years from 2017-2022. This financial commitment has been completed, and we would like to provide Township Council with an update as to how the funding has helped our facility in the hope of renewing a similar commitment.
- **Purpose of presentation**
  Request funds
- **Desired resolution**
  The desired outcome is for Township council to have a clear understanding of the work which takes place at the Gateway of Hope and its impact on the Langley community, so that a similar financial commitment can be renewed.
- **Full name**
  Justin Napier (Executive Director of The Gateway of Hope)
- **Email address**
  Justin.Napier@salvationarmy.ca
- **Address**
  5787 Langley Bypass, Langley, BC, V3A 0A9
- **Primary Phone**
  FOIPPA s.22(1)
- **Alternate Phone**
  6045147375, ex. 232

- **I would like to attach a presentation or additional information for Council**
  Yes

- **File upload**
  1. The Gateway of Hope.pdf [1.6 MB]

[This is an automated email notification -- please do not respond]



Gateway of Hope

On December 2, 2009, The Salvation Army Gateway of Hope opened it's doors in Langley. What started off as an implausible capital campaign project, today the Gateway of Hope is a 32,000 sg ft vibrant facility where transformation happens. The Salvation Army Gateway of Hope is a Christian organization that believes that every individual has intrinsic worth and offers dignity through practical, emotional and spiritual assistance. The Gateway of Hope is in the business of meeting the needs of humanity.

MEALS AT GATEWAY OF HOPE

Much has changed since we opened in 2009. For example, in 2022 we served a total of 110,000 meals in our shelters and community meal program, which is a substantial increase to the 16,255 community meals served in 2010.

FAMILY SERVICES

In this previous year, our family services department has been responsible for providing our community with essential services, such as: giving back-to-school supplies to 960 children from low-income families; providing 350 Christmas food hampers for individuals who are single, couples without children and seniors; assisting 850 individuals in filing their income taxes; sending 25 children from low income families to summer camp; and providing a meal a day to anyone in need (110,000 per year). Since we opened our doors in 2010, we have seen a yearly increase of 12% in the services we provide to the community. In 2020, we saw a new need for a family food hamper program, as many families in our community were struggling with food security during COVID. We have delivered over 4,000 food hampers to families from the Langley School District.

EMERGENCY SHELTER AND TRANSITIONAL HOUSING

What makes the Gateway of Hope unique?

We are the only 24-hour social services facility offering support to individuals in crisis, and the only facility in the Langley community which provides emergency sheltering services.

As homelessness continues to rise, and our housing and opioid crisis continues to grow, our services have become more essential than ever. In 2014, the Homeless Count in Metro Vancouver reported 92 homeless individuals in Langley. In the 2020 Homeless Count Langley saw a 124% increase of homeless individuals (206) from the 2014 count. Our shelter beds have doubled since we opened, and unusually cold winters have tripled shelter bed capacity. On several nights, we had 103 individuals accessing our shelter beds. When Gateway of Hope opened, our initial capacity was 32 shelter beds.

Gateway of Hope operates a 25 bed transitional housing program known as the Opportunity Program. This program is a temporary solution to stable housing where a resident can stay for two years, working with a program advisor on achieving life goals, such as a finding and keeping permanent housing. In this program, we have welcomed over 250 residents, of which 60% have moved on to permanent market housing. For those who have stayed in the program for over a year, 90% have remained housed. Of the individuals in our Opportunity Program, up to 70% have come from our emergency shelter. See the QR code or link below to see one of our successful candidates from our Opportunity Program.

https://vimeo.com/797416139

Gateway of Hope 2022 Community Impact and Statistics

Giving Hope Today



110,000 + Meals served



9,000+ Transitional housing beds used



11,000+ Emergency shelter beds used



10,000+ Relief shelter mats used



$333,740 Raised at events in 2023



950+ Backpacks full of school supplies given



400+ Medical appointments



20,000+ Volunteers hours given



2000 Food Hampers distributed

From: do_not_reply@notifications.tol.ca
Sent: Wednesday, February 15, 2023 12:02 PM
To: legservicesinfo
Subject: Delegation Requests by Julie Gilfillan

Please note the following response to Delegation Requests has been submitted at Wednesday February 15th 2023 12:01 PM.

- **I/we would like to appear as a delegation at the Council meeting on (at the 1:30pm Regular Meeting)**
  2/27/2023
- **Name of delegate or organization wishing to appear**
  The Salvation Army Gateway of Hope
- **Topic**
  The Township council committed to financially support our facility, The Gateway of Hope, with the amount of $100,000 per year for five years from 2017-2022 and previous to that from 2011-2016. This financial commitment has helped both our Family Services and Community Outreach programs for residents of the Township of Langley. I would like to present information on how the previous funding has helped citizens of Langley with basic needs in the hopes of acquiring similar support from the Township of Langley.
- **Purpose of presentation**
  Request funds
- **Desired resolution**
  The desired resolution would be to have Township council gain information on how the previous funds have supported community members and the impact it has had in hopes of a similar financial commitment.
- **Full name**
  Julie Gilfillan
- **Email address**
  julieg@gatewayofhope.ca
- **Address**
  5787 Langley Bypass
- **Primary Phone**
  604-514-7375
- **Alternate Phone**
  FOIPPA s.22(1)

From: do_not_reply@notifications.tol.ca
Sent: Thursday, February 16, 2023 9:12 AM
To: legservicesinfo
Subject: Delegation Requests by Nicole Sirockman

Please note the following response to Delegation Requests has been submitted at Thursday February 16th 2023 9:07 AM.

- **I/we would like to appear as a delegation at the Council meeting on (at the 1:30pm Regular Meeting)**
  2/22/2023
- **Name of delegate or organization wishing to appear**
  Prostate Cancer Foundation BC
- **Topic**
  Ride to Live -The Amazing Ride
  This is a small motorcycle fundraiser .
- **Purpose of presentation**
  Request letter of support
- **Desired resolution**
  Approval of special event
- **Full name**
  Nicole Sirockman
- **Email address**
  nicole@prostatecancerbc.ca
- **Address**
  4-17918 55TH AVENUE
- **Primary Phone**
  604-574-8000

[This is an automated email notification -- please do not respond]

Prostate Cancer Foundation BC

RESEARCH • AWARENESS • SUPPORT

This letter is to shows Prostate Cancer Foundation BC and The Westcoast Ride to Live's intent to have their 14th Annual Ride to Live the Amazing Ride in the Township of Langley. After 13 years and the just coming out of covid we realized that we needed to make some changes to one of our signature fundraisers. Historically this event has had unlimited riders and started either in Vancouver or Chilliwack but, to centralize this we wanted to be in Langley. This event has raised over 1.6 million dollars for prostate cancer, including over $77,000 in 2022.

Participants are limited to 200 bikes this year and will all meet at one location. Here they will be divided into 4 groups of 50 riders and directed to one of 4 locations. All locations are being kept quiet until the day of the event. Only preregistered participants can be a part of the event. Riders go to each of the locations at their own speed as this is a self-directed event. Once at the location they will perform a short activity before continuing clockwise on to the remaining 3 locations. When that is completed, all motorcyclists will be directed to our final location The Orchard at Fort Langley where they will be given prizes, lunch and presented with awards. Anticipate that in total we will have 250 participants (including staff and volunteers).

Timeline:

May 28th

8:30-9:30 Checkin

9:30-9:45- Safety Meeting, Speeches, and Blessings

9:45-10:00 Sending out the 4 groups starting from furthest point to closest.

10:00-12:00 Motorcycles on route between the 4 locations

12:00-2pm The Orchard at the Fort Langley (lunch, entertainment, and awards)

Event complete.

About Prostate Cancer Foundation BC

PCFBC was founded in 1997 by prostate cancer patients and support group leaders. This grassroots organization has been providing leadership and resources in prostate cancer support. Awareness and research for almost 25 years. This was focussed on BC until 2020 when Prostate Cancer Canada folded, and PCFBC felt a duty to expand our services across the country- developing an arm called Prostate Cancer Support Canada (PCSC). This enforces our mandate to provide quality support services to men diagnosed with prostate cancer no matter where they live in Canada.

Since 2020 and the expansion of the services that we are providing we need to continue to raise additional funds to provide these services. This is done through our small Cloverdale office of 4 fulltime staff and one part time staff.

We provide Reef Knot Kits (pictured beside) free of charge to oncologists, urologists and newly diagnosed patients across the country.

This information provides patients with a multitude of resources to aid in researching their diagnosis and making difficult decisions surrounding their treatment options.

The Reef Knot is representative of strength, unity, and courage.



PCFBC has awarded over $2.68 Million in grants for 92 research projects. This included $285,000 in 2022 for 6 projects.

We also help over 60 support groups across the country. These are a combination of in-person, virtual and hybrid formats. These become extremely vital for many patients as there are several adverse effects resulting from prostate cancer treatment including urinary incontinence, erectile dysfunction, and mental health impacts. Since Covid we have also created more targeted virtual support groups including Partner in Prostate, Active Surveillance and Advanced Prostate Groups to help patients, and families navigate these topics.

Township of Langley
Est. 1873

Highway Use Permit Application
Special Event

Checklist

When planning an event, use this checklist as a guide to Highway Use Permit requirements.
In addition to the items below, include any other pertinent event information that may be helpful when reviewing the event application. You may be asked to submit additional information depending on the location, date, number of participants, and event impact.

Submit with Application
Submit all documents as a package to the Engineering Division at least six weeks prior to the event.

- ❑ Completed Highway Use Permit Special Event application form
  - ❑ Certificate of Insurance (Township of Langley must be named as an additional insured on policy for minimum $3,000,000 liability)
- ❑ Letter of Intent
  - ❑ letter addressed to Mayor and Council explaining the nature of the event, including date, time, and projected number of participants
- ❑ Application fee*
- ❑ $1,000* security deposit (races only)
- ❑ Event map and/or traffic management plan (TMP); clearly indicate applicable items:
  - ❑ event route(s) to be used by participants, or location and layout
  - ❑ start/finish line
  - ❑ muster/assembly area
  - ❑ lane or road closure details
  - ❑ traffic control device details, e.g. signage, barricades, cones, or delineators and their placement
  - ❑ locations of Traffic Control Persons (TCPs) and/or marshals or volunteers (marshals/volunteers not permitted to control traffic)
  - ❑ detour route details
  - ❑ dispersal route details
  - ❑ parking areas for participants, staff, and volunteers
  - ❑ washroom locations and quantity
  - ❑ first aid station(s) locations
  - ❑ shuttle route(s) and stopping/parking areas

*make cheques payable to: Township of Langley

To expedite this application, provide as much detailed information specific to the event as possible.

- ❑ Traffic Control Certification
  - ❑ proof of certification for all individuals performing traffic control duties or proof of contract with a certified traffic control company where TCPs are required (email confirmation from company is sufficient)

    Note: TCPs must carry proof of certification on their person at all times during the event. This permit will be rendered null and void where TCPs are not certified and/or cannot provide proof of certification.
- ❑ Private Property Consent
  - ❑ attach written permission from private property owner(s) where private properties are being used for parking, washrooms, or other event usage

    Note: Letter/email must include the property owner's name(s), address, and contact information and must specify the event date.
- ❑ Facility Booking Confirmation
  - ❑ attach copy of facility booking confirmation if other Township of Langley facilities are used for the event (e.g. parks, trails, recreation centres)
- ❑ Resident/Business Notification
  - ❑ attach copies of notices to be delivered to neighbourhood residents surrounding event location
  - ❑ newspaper (as applicable)
- ❑ Route Inspection
  - ❑ it is the responsibility of the event organizer(s) to inspect the route or location prior to the event to ensure it meets the needs of the organizing group for the purposes of the event
  - ❑ it is the responsibility of the event organizer(s) to inspect the route or location on the day of the event to ensure that no changes have occurred that will affect the suitability of the event
  - ❑ if the route or location is no longer suitable for use for the purpose of the event, it is the responsibility of the organizer to cancel or reschedule the event

Township of Langley
Est. 1873

Highway Use Permit Application
Special Event

Application date (mm/dd/yyyy)	Customer ID	Permit
02/15/2023		

Requested dates (mm/dd/yyyy)	Revised dates (mm/dd/yyyy)
05/28/2023 to **05/28/2023**	to

Note: Should a permit extension be required, contact the Engineering Division prior to permit expiry to prevent additional fees.

1 Applicant Information

Company name			
Prostate Cancer Foundation BC (Ride to LIve)			
Company address		City	Postal code
4 17918 55th Avenue		**Surrey**	**V3S 6C8**
Phone	Fax	Email	
604-574-8000		**nicole@prostatecancerbc.ca**	

Contact name	Phone
Nicole Sirockman	**604-574-8000**

2 Insurance

Permit not valid without insurance. The Township of Langley must be named as additional insured on policy for minimum $3,000,000 liability.

❑ Insurance received

3 Event Details

Request to make use of a highway right-of-way under the jurisdiction of the Township of Langley as it relates to the:

❑ Cyclathon ❑ Highway closure or obstruction ❑ Parade ❑ Race ❑ Walkathon ☒ Other

Event description

Please not for #2 insurance- our insurance renews in March and policy and coverage will name The Township of Langley

Re: #3

14th Annual Westcoast Ride to Live - The Amazing Ride 2023 for prostate cancer. Maximum 200 bikes. Bikes will be divided into 4 groups of 50. Each group will be directed to on of 4 locations to start. Once there they will get off their bikes and complete a short task to gain points for entries for prizing at the end of the day. Once they finish at the first location they will be directed to three other locations (all groups working clockwise on the route). Once finished the four locations they will be directed to the celebration site for lunch and awards. All locations except the start location are being kept secret to the pariticpants until the event day. This is one of our signature events to raise not only funds but awareness for prostate cancer.

Estimated total number of event participants, spectators, and staff

250 (200 riders) rest volunteers and staff.

4 Location

Indicate all roads you wish to use. List at or on, as per sample below.

Road *On 200 Street*	From *84 Avenue*	To *26 Avenue*
see additional sheet		

5 Closure or Obstruction Details

During permit period, the highway/roadway(s) noted in item 4 above includes:

Partial Obstruction

Alternating traffic (provide traffic control plan) ☐ Yes ☒ No

Maintaining two-way traffic flow ☒ Yes ☐ No

Road Closure

Local traffic only ☐ Yes ☒ No

Complete closure (requires Township Council notification) ☐ Yes ☒ No

Traffic signal in work zone ☐ Yes* ☒ No
*Additional fees apply

Event start time	Event end time	Setup time	Cleanup completion time
10am	**on road noon event 2pm**	**8am**	**4pm**

Other conditions

This runs rain or shine and we are flexible on routes.
Historically we have had all riders travel together to start and then disperse as they get stopped by lights, etc; however, this year we are dividing into smaller groups which will decrease the impact on the roadways.
At the start location we give a safety speech to ensure people are following road conditions and tell them about impacted areas on routes if necessary.

☐ Security deposit required $ _____ ☐ Route inspection required (fees apply) ☐ Bylaw/RCMP required (fees apply)

Permit holder to provide:

Detour route signs ☐ Yes ☐ No	Traffic management plan ☐ Yes ☐ No	Private property consent ☐ Yes ☐ No
Letter to property owners ☐ Yes ☐ No	Newspaper ad (local) ☐ Yes ☐ No	Facility building consent ☐ Yes ☐ No
Traffic control person(s) ☐ Yes ☐ No		

Note: The Township of Langley and all emergency services reserve the right to access and/or service roads as required.

6 Terms

1. Traffic control plan remitted shall be abided by and comply with the requirements of WorkSafeBC / Workers' Compensation Board Industrial Health and Safety Regulations and the British Columbia Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways.
2. **Applicable laws.** The Permittee agrees that they have read and understood, and that they will comply with, all applicable federal, provincial and municipal laws, orders, standards, policies and guidelines including, but not limited to:
   (a) the Motor Vehicle Act, RSBC 1996, c 318;
   (b) the Occupational Health and Safety Regulation, BC Reg 296/97 (Part 18- Traffic Control);
   (c) the Transportation Act, SBC 2004, c 44;
   (d) the Highway and Traffic Bylaw 2010 No. 4758; and
   (e) the Noise Control Bylaw 1988 No. 2573.
3. **Notice of Event.** At least three weeks prior to the event, the Permittee will provide written notice of the event to all residents and businesses affected by the event and will publish notification of the event in the local newspaper.
4. **Pre-Event Route/Location Inspection.** At least one week prior to the event, the Permittee will inspect the event route to ensure that it meets the needs of the organizing group for the purposes of the event. On the day of the event, the Permittee will inspect the event route to ensure that no changes have occurred that will affect the suitability of the event route for the event (e.g. the appearance of road hazards, weather conditions etc.). If after such inspection the event route is no longer suitable for the purposes of the event, the Permittee will cancel or reschedule the event.
5. **General.** The Permittee will:
   (a) not use any permanent markers (i.e. paint) on Township of Langley right-of-ways;
   (b) not delay vehicle traffic at intersections for more than one minute while pedestrian and/or bicycle traffic crosses intersections;
   (c) ensure that event participants are spread throughout the event route; and
   (d) clear the event route of any litter/debris left on the route as a result of the event.
6. **Township/Emergency Vehicles Access.** The Permittee agrees that Township of Langley vehicles and emergency vehicles are permitted access and egress, at all times, to those portions of a Township of Langley highway or right-of-way affected by this permit.
7. **Transfer of Loads.** The Permittee agrees that neither the Permittee nor its employees, agents or contractors will transfer loads on a Township of Langley right-of-way without obtaining the prior written consent of the General Manager of Engineering and Community Development or his authorized representative.
8. **WorkSafeBC.** The Permittee acknowledges and agrees that in respect of all matters pertaining to any work undertaken pursuant to this permit it will be the "employer" and the "prime contractor" within the meaning of the *Workers Compensation Act*, RSBC 1996, c 492 and its associated regulations.
9. **Indemnity and Release.** The Permittee hereby releases and will indemnify and save harmless the Township of Langley and all of its employees, agents, officers, elected officials and directors from and against all claims, demands, causes of action, suits, losses, damages and costs (including all actual legal and consultant costs), liabilities, expenses and judgments which the Township of Langley incurs, suffers or is put to, arising out of or in any way related to the following:
   (a) the Permittee's breach of the terms and conditions of this permit, including for certainty, anything required to be done or maintained by the Permittee hereunder or anything not done or maintained by the Permittee as required hereunder, and
   (b) a negligent act or omission or wilful misconduct by the Permittee or any employee, agent or contractor of the Permittee,

   unless such claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments arise directly or indirectly from the Township of Langley's negligence. This term will survive the rescission, voiding or expiry of this permit.
10. **Insurance.** The Permittee will, at its own expense, provide and maintain insurance with insurers licensed in British Columbia which:
    (a) includes minimum liability coverage of $3,000,000 per occurrence for bodily injury and/or property damage;
    (b) names the Township of Langley as an additional insured; and
    (c) protects each insured in the same manner and to the same extent as though a separate policy had been issued to each.

    The Permittee will provide the General Manager of Engineering and Community Development or his authorized representative with:
    (a) proof of insurance which complies with this Section 10 at least 30 days prior to the event; and
    (b) written notice of cancellation or material change to such insurance at least 30 days prior to such cancellation or material change.
11. **Assignment of Permit.** The Permittee will not assign this permit without the prior written consent of the General Manager of Engineering and Community Development or his authorized representative.

6 Terms continued

12. **Extension of Permit.** If the Permittee wishes to apply for an extension of this permit, the Permittee will apply for such extension at least 24 hours prior to the expiration of this permit; and may be required to pay a permit extension fee.
13. **Rescission of Permit.** The Permittee acknowledges and agrees that the Township of Langley may rescind this permit without compensation to the Permittee if the use of highways pursuant to this permit is found to be contrary to a municipal program or bylaw or will interfere with an approved works program. If the Township of Langley intends to rescind this permit, it will give the Permittee 24 hours prior written notice of such rescission.
14. **Voiding of Permit.** The Permittee acknowledges and agrees that failure to comply with a term or condition of this permit shall automatically render this permit void.
15. **Severance.** If any term or condition of this permit is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid term or condition shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the terms and conditions in this permit.

Note: Permit not accepted unless signed by applicant.

7 Signatures

	Nicole Sirockman	02/15/2023
Applicant's signature	Print name	Date (mm/dd/yyyy)

PERMIT ISSUED BY

Township of Langley's Engineer's signature	Print name	Date (mm/dd/yyyy)

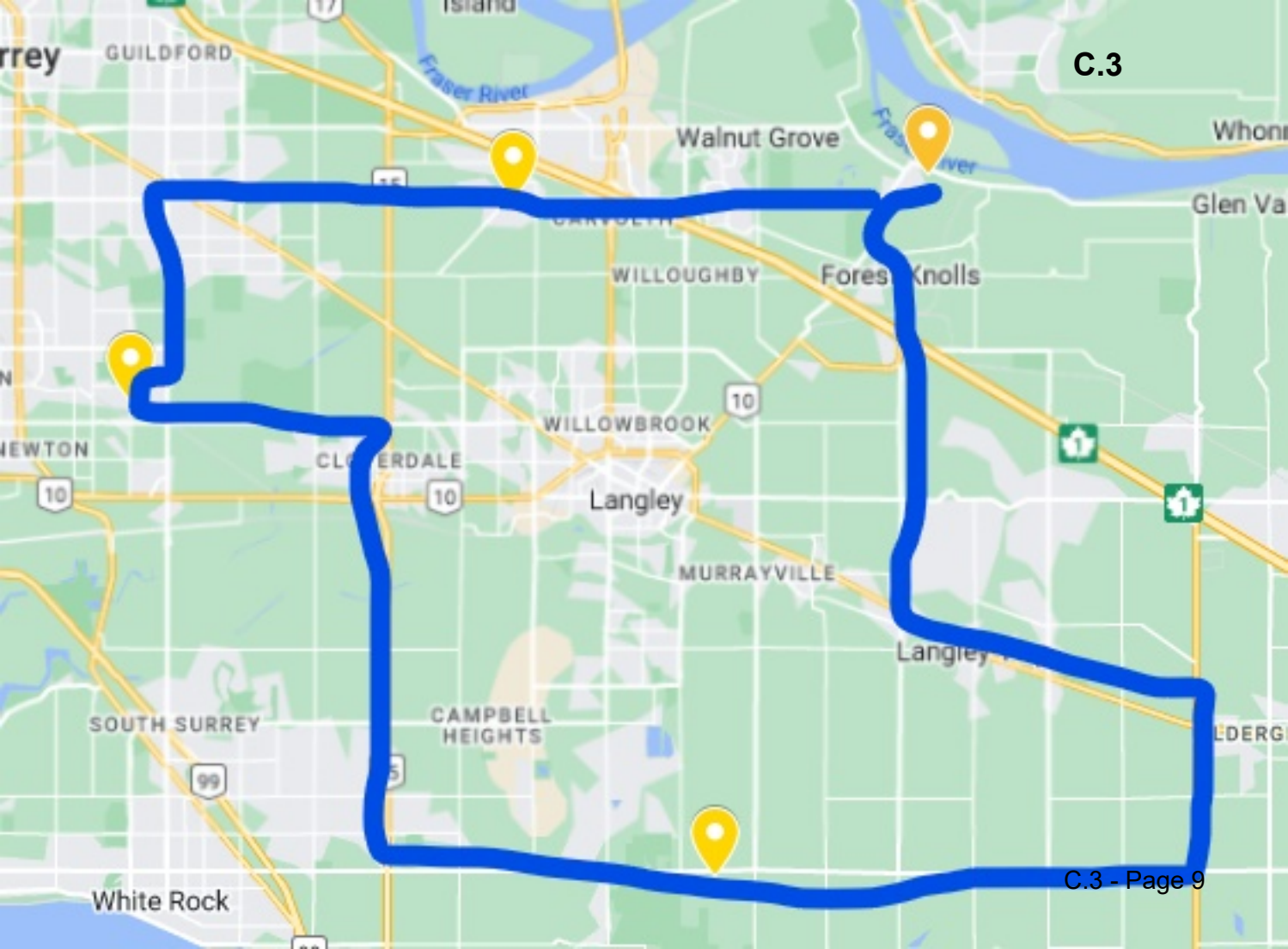
8 Checklist

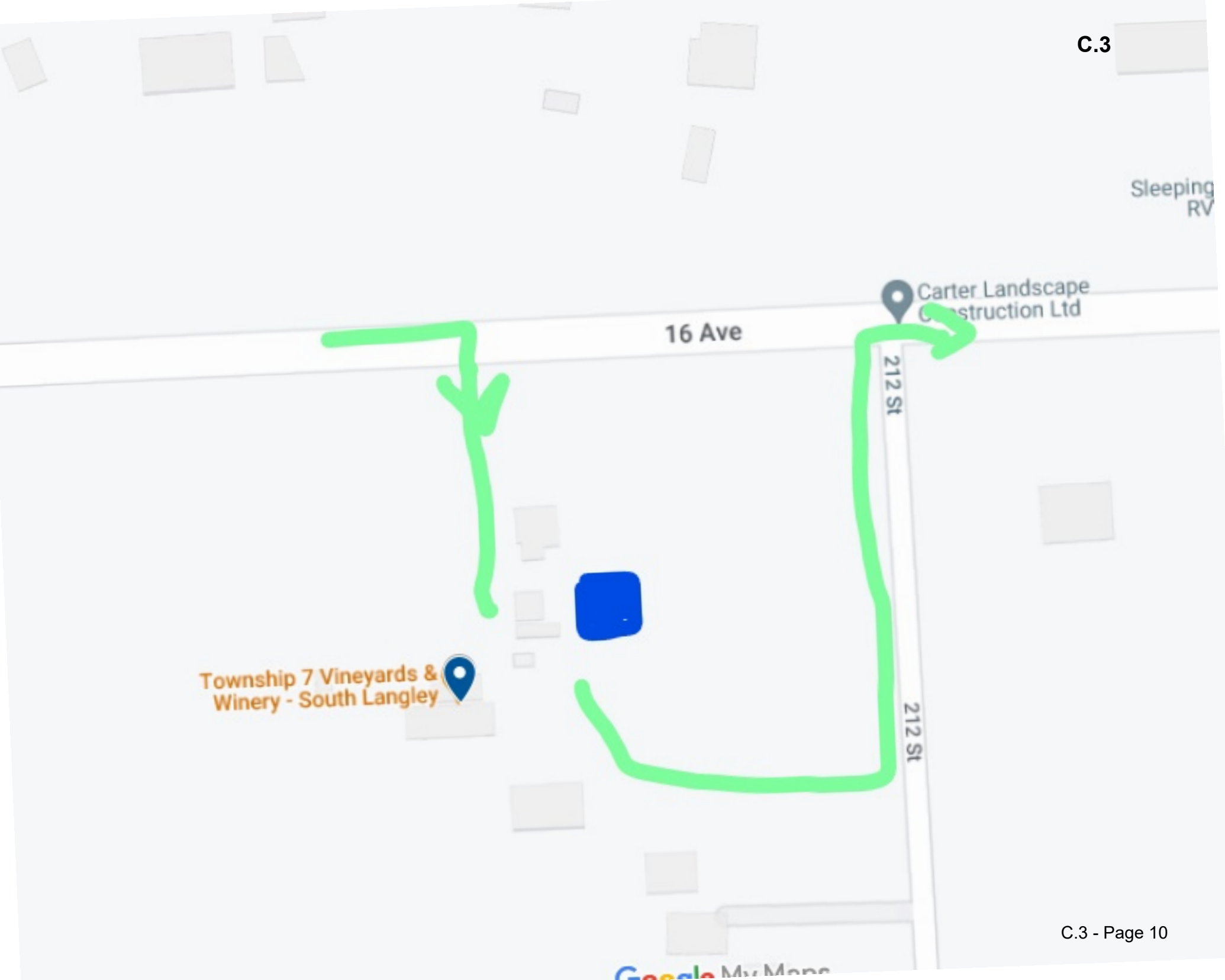
Return completed and signed application with the following items to the attention of Engineering Division, Township of Langley (address at bottom of form):

- ❑ application fee
- ❑ proof of insurance
- ❑ traffic control plan
- ❑ completed checklist form
- ❑ security deposit (as required)

Office use only	
Hwy use application	$
Security deposit	$
Inspection/enforcement charges	$
Total	$

Any personal information collected on this form will be managed in accordance with the Freedom of Information and Protection of Privacy Act. Direct enquiries, questions, or concerns regarding the collection, use, disclosure, or safeguarding of personal information associated with this form to: Supervisor, Information, Privacy, and Records Management, Township of Langley, 20338 – 65 Avenue, Langley, BC V2Y 3J1 foi@tol.ca 604.532.7396


GUILDFORD
Fraser River
Walnut Grove
WILLOUGHBY
Knolls
WILLOWBROOK
Langley
MURRAYVILLE
SOUTH SURREY
CAMPBELL HEIGHTS
White Rock
10
99


Sleeping
RV
Carter Landscape
Construction Ltd
16 Ave
212 St
212 St
Township 7 Vineyards &
Winery - South Langley

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-28
FROM:	MUNICIPAL ADMINISTRATION DIVISION	**FILE:**	LSP00016
SUBJECT:	UBCM POVERTY REDUCTION PLANNING AND ACTION PROGRAM GRANT		

RECOMMENDATION:

That Council support an application to the UBCM Poverty Reduction Planning and Action Program for grant funding of up to $50,000.

EXECUTIVE SUMMARY:

The Union of BC Municipalities (UBCM) has initiated a 2023 intake of the Poverty Reduction Planning and Action Program. The Township is eligible to apply for $50,000 to undertake actions to reduce poverty at the local level. Applicants must have completed a poverty reduction plan or demonstrate how another plan is inclusive of poverty reduction principles. In addition to being a partner in Living Well in Langley: Poverty Reduction Strategy (2022-2027) (Living Well), the Township has Council endorsed strategies inclusive of poverty reduction principles.

In 2021, Council supported an application to the UBCM Poverty Reduction Planning and Action Program for the Langley Poverty Reduction Task Group to develop a poverty reduction strategy. The application was successful and a poverty reduction strategy was completed in summer 2022. In 2022, Council supported another application for Langley Meal on Wheels Services Society (LMOW) in delivering “Spoons on Fire” at Aldergrove Community Station House (2900 – 272 Street). The Township’s application was successful and $50,000 was disbursed to LMOW. “Spoons on Fire” was initiated in May 2022 and is now up and running.

For the 2023 intake, it is recommended that the $50,000 funding be used to support the implementation of various actions in the Poverty Reduction Strategy and other Township plans including the Age- and Dementia-friendly Action Plan, Housing Action Plan, and Social Sustainability Strategy. There are no financial or resource implications for the Township as the UBCM grant program does not require local governments to provide additional funding and the bulk of the funding will be used for a temporary staff resource to oversee the grant project.

Only local governments are eligible to apply to the program and a Council resolution indicating support for the poverty reduction project is a requirement of the application criteria. The deadline for the application is March 17, 2023.

PURPOSE:

The purpose of this report is to obtain Council’s support for a grant application to the 2023 intake of the UBCM Poverty Reduction Planning and Action Program (Stream 2).

BACKGROUND/HISTORY:

On February 8, 2021, Council supported an application to the UBCM Poverty Reduction Planning and Action Program (Stream 1) for the development of a poverty reduction strategy and the preparation of poverty reduction best practice recommendations for a new Transportation and Mobility Strategy.

The poverty reduction strategy serves as a strategic plan for the Langley Poverty Reduction Task Group, which was formed in 2015 as a subcommittee of the Langley Healthier Community Partnership. The Task Group is comprised of representatives from various public sector, non-profit, and business organizations and aims to strengthen collaborative action on poverty alleviation and reduction in Langley.

The best practice recommendations for transportation and mobility inform the preparation of a Township Transportation and Mobility Strategy by identifying opportunities to integrate poverty reduction principles. The Transportation and Mobility Strategy is identified as a short-term action in the Climate Action Strategy and the Social Sustainability Strategy (SSS).

Having received approval of the $25,000 grant funding in May 2021, the Living Well in Langley: Poverty Reduction Strategy (PRS) was completed in summer 2022. The Langley Poverty Reduction Task Group has been focusing on implementing the strategy thereafter.

Prior to completion of the PRS, there was an opportunity to apply for the UBCM Poverty Reduction Planning and Action Program (Stream 2) 2022 intake. The grant application was successful and $50,000 was disbursed to LMOW. In combination with in-kind support from LMOW, the grant is being used to initiate and operate “Spoons on Fire” at Aldergrove Community Station House. “Spoons on Fire” is a social enterprise that enhances local food security and skill-building by recovering pre-consumer blemished produce from local farms and grocery stores and repurposing it into preserves and soups.

The Township has an opportunity to apply for the UBCM Poverty Reduction Planning and Action Program (Stream 2) 2023 intake which provides up to $50,000. Only local governments are eligible to apply to the program.

DISCUSSION/ANALYSIS:

Stream 2 of the UBCM Poverty Reduction Planning and Action Program is geared towards supporting projects that contribute to the implementation of plans and strategies. If successful, staff propose that the majority of the $50,000 grant be used to fund a temporary staff resource to help implement actions in the PRS and other Township plans including the Age- and Dementia-friendly Action Plan (ADFAP), Housing Action Plan (HAP), and SSS. In collaboration with the Poverty Reduction Task Group, actions may include:

- Enhancing awareness of the Langley rent bank established in 2020 (PRS 3.A.i.; HAP 3B)
- Improving access to technological devices and training for low-income Township households (PRS 7.B.i.; ADFAP 2.i.)
- Encouraging local businesses and organizations to become living wage employers (PRS Advocacy 1.3)
- Reviewing existing programs, researching best practices, and piloting initiatives to ensure municipal recreation and culture opportunities are accessible to all community members (PRS 8.C.i.; SSS 2G; ADFAP 4.e. and 5.e.)

Financial Implications:

There are no financial implications for the Township. The UBCM grant program does not require local governments to provide additional funding and the $50,000 maximum grant available is expected to be sufficient to cover the project costs including a temporary staff resource to oversee the grant project. There is no requirement for any ongoing Township funding after the one-year grant funding period.

Respectfully submitted,

Aaron Penner
COMMUNITY AND POLICY PLANNER
for
MUNICIPAL ADMINISTRATION DIVISION

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-33
FROM:	ENGINEERING DIVISION	**FILE:**	0810-30
SUBJECT:	FIRE HALL FEASIBILITY STUDIES UPDATE		

RECOMMENDATION:

That Council receive the Fire Hall Feasibility Studies Update report for information.

EXECUTIVE SUMMARY:

As part of the 2022 budget, Council directed staff to undertake feasibility studies at Fire Hall 5 (Brookswood), Fire Hall 7 (Otter), and Fire Hall 8 (Walnut Grove) to consider replacement options.

From this work and other detailed analysis, the project team developed a high-level strategy that consists of a typical fire hall layout and key design elements that should be incorporated in the design and construction of all new halls.

The feasibility studies involved reviews of the existing sites, big room and user group meetings, site development charrettes, and consultant reviews. The studies focused on regulatory analysis (building code and zoning), site analysis, space programing and equipment, proposed siting options, development of preliminary floor plans, and other assessments.

The project team was comprised of representatives from the Township of Langley Fire Department (TFLD) including representation from the IAFF, Township divisions/departments (e.g., Engineering, Planning) and an experienced consultant team. Throughout the project there were meetings to discuss the needs of the Fire Service with the goal to ensure the design of these replacement halls was both centred around the needs of the firefighters and based on the most current industry best practices.

The findings from this comprehensive work are summarized in the body of this report.

PURPOSE:

The purpose of this report is to provide an update on the feasibility studies for Fire Halls 5, 7 and 8.

DISCUSSION/ANALYSIS:

To assist with undertaking this work, the Township of Langley engaged the services of Johnson Davidson Architecture and Planning Inc., a local firm with extensive experience in the design and construction of fire halls.

The following subsections of this report provide insight into the steps taken on consultation/engagement, a summary of the key findings that can be used in the development of a new fire hall, and information on the existing halls.

Consultation and Engagement

The team used a version of the Integrated Project Delivery (IPD) method, modified for feasibility studies, as a test to manage and deliver the final reports. This method of design places the entire team in the big room for the project enabling them to work together to make decisions in a creative, informative, and quick manner.

Some of the key statements that came from initial meetings were:

- Recognize that the Fire Service is the ultimate end user and ensure they are consulted throughout the design process
- Design around central needs of the firefighters
- Engage subject matter experts to ensure both current and future needs are met
- Adaptable design of systems for future proofing
- Design and operations encompassing resilient planning

The big room meetings are where all members of the team can share ideas, create better partnerships, and foster an environment of shared goals. It is here there is opportunity to revisit goals and values with check-in points to make sure the team stays aligned. Through this process there were big room meetings and smaller individual review sessions.

Key Design Components and Considerations

The goal of this work was to ensure the new fire halls were designed to meet the current needs of the fire service and provide room for growth. The resulting design elements from the feasibility studies have been summarized below for easier identification. This will ensure any new fire hall is designed and constructed to the needs of the Fire Service.

1. **Post-Disaster Construction:** A post-disaster structure means it will be built to a seismic design load that is 50% higher than typical commercial buildings that will be built under the new code's increased seismic requirements. After an earthquake, the new building will be able to be safely re-entered and used to deliver emergency services.

2. **Departmental Operations Centre (DOC):** The fire hall is often one of the only post-disaster buildings in a community which makes it ideal to serve as the DOC. The intention for these new buildings would be to design the training rooms so that they are easily adaptable to become an DOC. This would include the ability to quickly set up in DOC mode and flexibility within the rooms to handle multiple situations. In addition, associated storage rooms would be provided within the near vicinity of the main DOC rooms to house emergency kits and equipment.

3. **Onsite Backup Generator:** Generators are an essential part of the power back and redundancy. To ensure the fire hall is fully operational (beyond just life safety systems) and self-sufficient during a power failure, a generator onsite is required.

4. **Apparatus Bays:**
   - Drive Through: Although drive-through apparatus bays require a larger site size, inclusion of drive through capability in a fire hall design minimize risk of accidents and damage associated with back-up fire apparatus, and apparatus and vehicles can respond from the rear exit if parked behind a front-line apparatus or the primary door is obstructed for whatever reason.

   - Position: One of the main objectives in siting the fire hall is to position the apparatus bays as perpendicular to the road as possible so that the wear and tear on the vehicles is not extensive upon exiting, and response time is as quick as possible.

   - Doors: accordion-style doors on the front to assist with a quicker response.

5. **Depth of Front Apron:** The establishment of a 16 m minimum front apron located fully on the property is key to allow the crews to exit the hall safely before entering a sidewalk or street.

6. **Turning Radius:** Provide a minimum of 12 m turning radius for the apparatus. This provides easier driving for all driver levels and reduces 'wear-and-tear' on vehicles by avoiding harsh turning.

7. **Space Program:** The space program was developed through study and dialogue with the TLFD, based on a composite staffing model which recommends functional spaces and room sizes to meet current industry and NFPA standards. This spatial program has common types and sizes which should be used with the development of all TLFD fire halls as it ensures each building will be fully equipped to suit TLFD needs and designed to have a "same hand" philosophy. This means as firefighters are rotated through these new halls, they will not need to learn unique building layouts or be faced with fire halls that may be functionally deficient.

8. **Gender Neutrality:** The new fire hall should be purpose-built to accommodate everyone as part of the design by providing individual washrooms and dorms.

9. **Decontamination Washroom:** A washroom should be positioned directly off the apparatus bays, or directly off a vestibule adjacent to the apparatus bays, to allow for the firefighters to perform a first stage decontamination when returning from a fire.

10. **Self-Contained Breathing Apparatus (SCBA) Cleaning Room**: Industry standards for fire hall design requires a SCBA room which is limited to this function only.

11. **Personal Protective Gear (Turnout Gear):** This gear is required to be worn by firefighters to every emergency. A dedicated room approximately 440 ft^2, for 40 units.

12. **Emergency Services Storage (ESS):** The ability to store emergency response supplies and equipment should be incorporated into the design of the new fire hall. This will ensure the supplies are stored in a dedicated area that is accessible in the event of an extreme climatic event or other disaster.

13. **Fitness Area**: Provide an area with cardio and strength training equipment.

14. **Training:** Current training needs, both classroom and physical, require adequate classroom facilities with modern teaching aids. Physical training requires an outdoor yard with life-size props to simulate real life scenarios, which can also test and certify specific apparatus equipment.

15. **Programmatic zoning:** Current industry standards for a composite department recommend separation of the vehicular traffic between the public, exiting/arriving emergency vehicles, and arriving staff. This is especially crucial as these groups converge on the fire hall and as vehicles leave to address emergent events. Keeping these zones separate is key in protecting the safety of the surrounding public and the firefighters.

16. **Climate Change Resilience and Energy Efficiency:** It is important that the new design integrates climate change, resilience, and energy efficiency measures. This will result in reduced operating costs and improve resiliency to significant climatic events so the firefighters are best positioned to respond to emergencies.

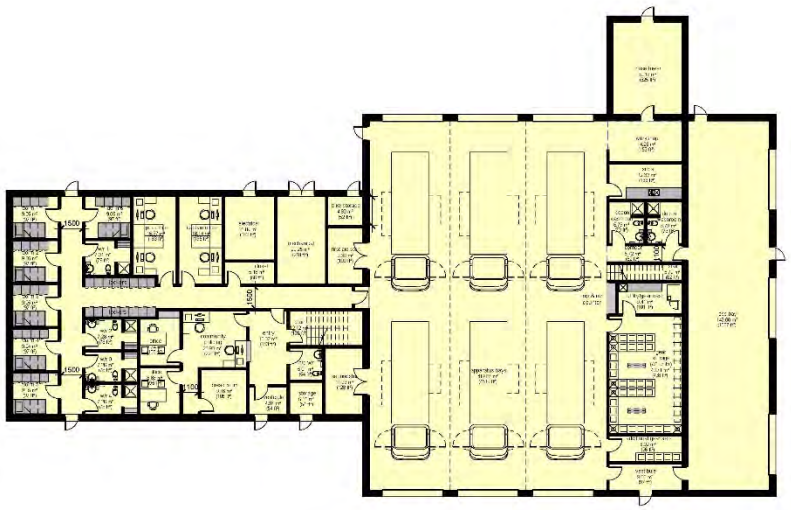
17. **Temporary Fire Hall:** Consideration when replacing an existing operational fire hall is whether there is a need for a temporary hall while the new facility is being constructed. This not only adds to the overall budget but also needs to be carefully situated as to not impact response times. The goal would be to keep the existing fire halls operational where possible to limit the costs associated with providing for a temporary fire hall to house crews during the length of construction.

18. **Site Requirements:** The location and site conditions also need to be carefully assessed to determine soil conditions, off-site infrastructure needs, layout, buildable area, etc.

<u>Typical Fire Hall Schematic Drawings</u>

The following drawings included below provide a general outline of how the fire hall could be programmed based on the consultation with the TLFD and industry standards. In the detailed design stage, the layout can be modified to accommodate the site size and specific needs of the fire department. The size of this fire hall is around 16,500 ft^2.

Typical Main Floor Plan

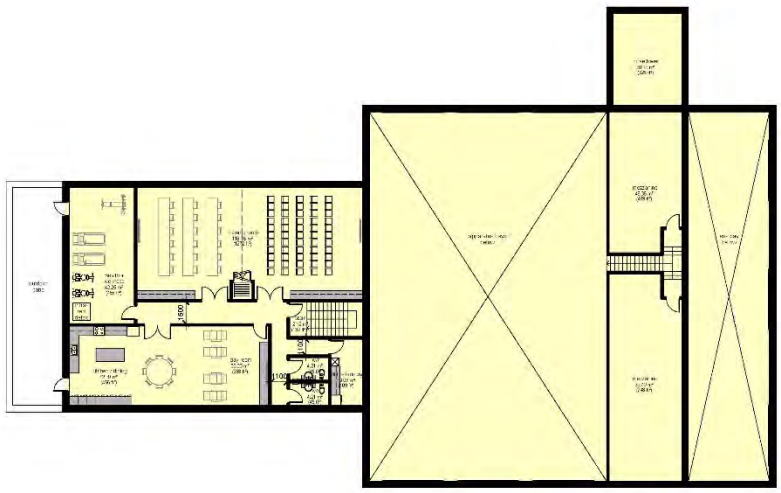


JDa
Johnston Davidson Architecture
jdarch.ca

N

feasibility study
Township of Langley
Township of Langley Firehall Studies
typical main floor plan

Typical Upper Floor Plan

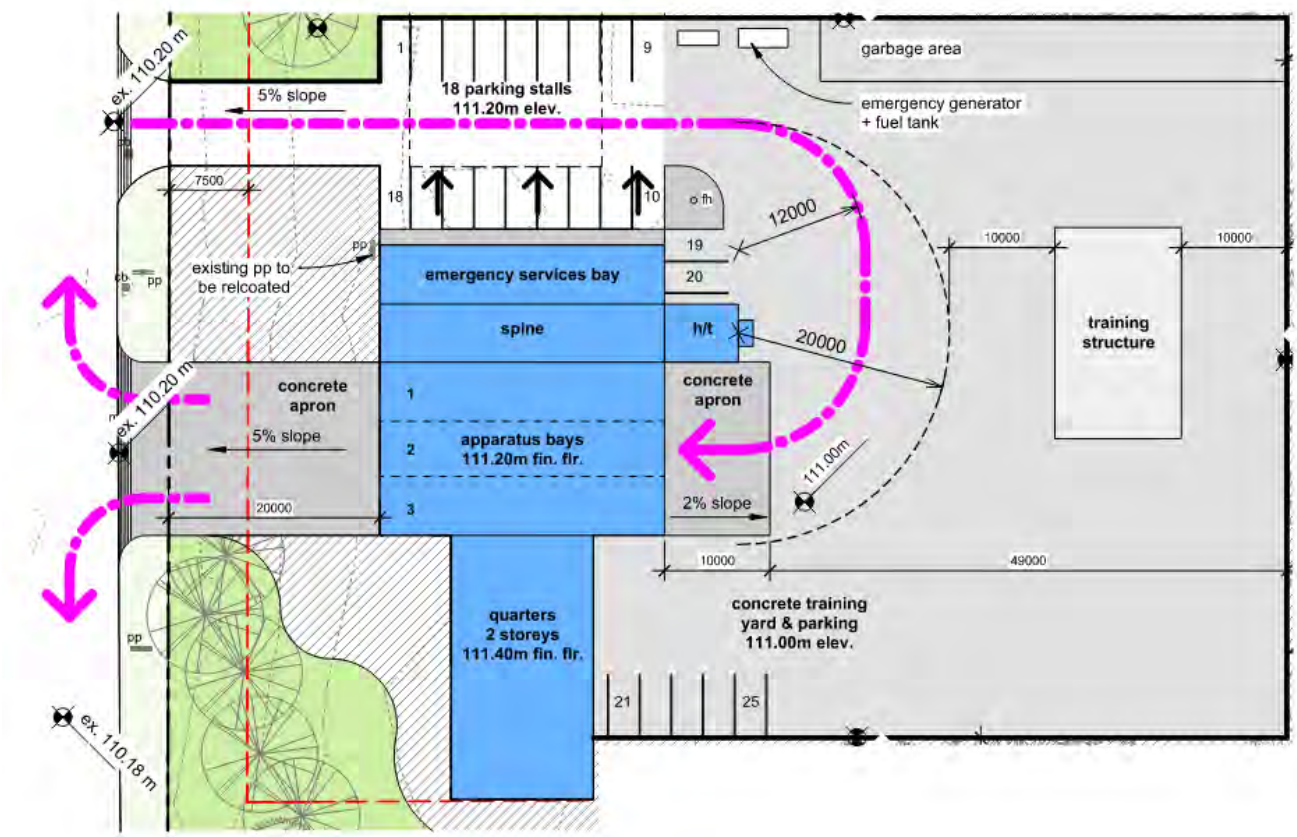


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feasibility study
Township of Langley
Township of Langley Firehall Studies
typical upper floor plan

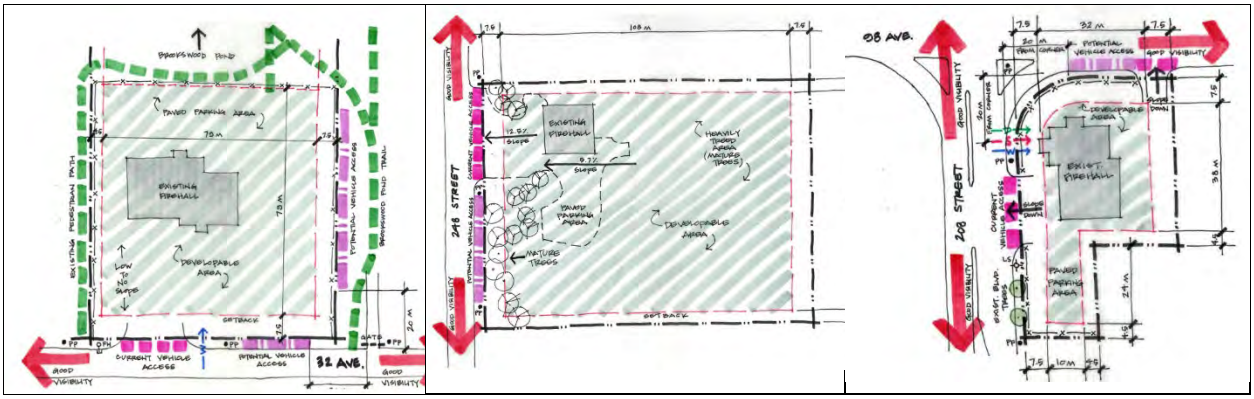
Conceptual Typical Site Layout



Existing Sites

Each site was examined through a series of high-level lenses to develop a site profile from the ground up. This enabled the project team to understand the design parameters and eliminate future unknowns, thus reducing the risk to the project budget.

Fire Hall 5 Brookswood	**Fire Hall 7** Otter	**Fire Hall 8** Walnut Grove
20355 32 Avenue	3876 248 Street	9580 96 Avenue
Constructed in 1991	Constructed in 1977	Constructed in 1989
Building: 9,550 ft^2	Building: 8,954 ft^2	Building: 8,300 ft^2
Property: 2.03 ac	Property: 2.77 ac	Property: 0.72 ac
		



Financial Implications:

The high-level cost estimate for this level of study is a Class D estimate. It is based on site works, gross development and building areas, and typical market pricing for a fire hall in the Metro Vancouver region.

The costs are comprised of the building construction, site and ancillary work, ground improvements, general requirements, escalation allowances, soft costs, and other allowances and contingencies. Based on the work of the quantity surveyor and a review by a general contractor, the estimated allowance for a new fire hall based on the typical layout presented in this report is expected to range from $24M to $26M.

This costing is based on the project starting in 2023, favourable site conditions, and does not include any offsite improvements. The cost estimate will be further refined through the detailed design stage of the project.

Respectfully submitted,

Harb Chohan
DIRECTOR, FACILITIES AND SUSTAINABILITY
for
ENGINEERING DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
CORPORATE PROJECTS	S. Groves
PROTECTIVE SERVICES - FIRE	B. Ferguson

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-29
FROM:	ENGINEERING DIVISION	**FILE:**	5460-03-020-047
SUBJECT:	INTERSECTION OF FRASER HIGHWAY AT 272 STREET UPDATE		

RECOMMENDATION:

That Council direct staff to include the construction of a westbound left turn signal and modification of the existing eastbound left turn signal to "lead-lag" left turn traffic signal operation at the intersection of Fraser Highway and 272 Street in the 2023 budget at an estimated cost of $75,000, with construction subject to TransLink approval.

EXECUTIVE SUMMARY:

At its November 24, 2022 Regular Meeting, Council referred a delegation for further information on previous and ongoing improvements at the intersection of Fraser Highway and 272 Street (the Intersection). Fraser Highway was previously under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI). Following the formation of TransLink in 1998, discussions between MoTI, TransLink, and municipalities resulted in creation of the TransLink Major Road Network (MRN) in 1999, with Fraser Highway and several other Township roads included in the MRN.

The Township has undertaken several upgrades to traffic signal equipment, road markings, pedestrian crossings, and coordination of traffic signals. However, the configuration of the intersection, which includes offset eastbound and westbound left turn lanes, has remained substantially unchanged since a 1990's revitalization project by MoTI. The offset left turn lanes pose challenges and limitations in traffic signal operations.

Traffic volume analysis completed in January 2023 confirmed that a westbound left turn signal is warranted. Further review of available ICBC collision data including left turn and pedestrian involved collisions confirmed the need for the left turn signal. Due to constraints in the intersection geometry, the most feasible and safest option is to modify the existing eastbound left turn signal and add a westbound left turn signal to operate in a "lead-lag" fashion that only permits left turns with a solid green arrow. This option resolves concerns with potential overlapping of turning paths of vehicles and reduces conflicts with pedestrians. However, this option adds a phase to the traffic signal cycle and will result in overall reduced efficiency for vehicle movements with some movements experiencing greater delays.

While the proposed option reduces vehicle capacity, the changes are warranted based upon industry guidelines and safety considerations. Subject to Council direction, staff will request TransLink approval for these changes as required for MRN roads.

PURPOSE:

To provide Council with information on potential improvements to the intersection of Fraser Highway at 272 Street and to seek Council direction to include funding in the 2023 Transportation Capital budget, subject to TransLink approval.

BACKGROUND/HISTORY:

Fraser Highway is classified as a Major Arterial Road in the Township's 2009 Master Transportation Plan with an average daily traffic volume of 22,000 vehicles per day. It is also part of the TransLink Major Road Network (MRN) and a designated truck route. The intersection of Fraser Highway and 272 Street (the Intersection) provides east/west and north/south access to other areas of the Aldergrove Community. Fraser Highway is an important route for access to other areas of the Township and the region. Prior to the formation of TransLink in 1998, Fraser Highway (Highway 1A) was under the jurisdiction of the Ministry of Transportation and Infrastructure (MoTI). MoTI reconstructed Fraser Highway from Old Yale Road to 273 Street as part of a downtown core revitalization project in the late 1990's.

The revitalization project included colored paving stones on sidewalks, improvements to pedestrian crossings, and reconfiguration of the Intersection that misaligned the left turn lanes in the east and west directions. At the November 24, 2022 Regular Meeting, safety concerns were raised by local area residents. Council passed the following resolution:

> *That the delegation from Myrtle Clift be referred to staff for further information on any ongoing and previous improvements at 272 Street and Fraser Highway.*

DISCUSSION/ANALYSIS:

As part of the MRN and a designated truck route, the South Coast British Columbia Transportation Authority (SCBTA) Act includes limitations on municipal authority whereby TransLink approval is required for actions or alterations that may affect the movement of people or goods such as the installation of a traffic signal. Following the designation of Fraser Highway as an MRN road in 1999, the Township has made improvements to the Intersection such as new signal equipment, an uninterruptible power supply, LED lights, video detection of vehicles, longer lasting street print crosswalks, emergency vehicle detection and pre-emption, and coordination of traffic signals from 270 to 276 Streets. However, the misalignment of the opposing left turn lanes at the Intersection continues to pose challenges and limitations for traffic signal operations.

The Intersection has one travel lane in each direction, left turn lanes on all approaches, and an eastbound left turn signal that provides "protected" left turn movements with a green arrow followed by "permissive" left turns on a solid green ball indication. This is referred to as a "protected-permissive" signal phase. During the "protected" phase, opposing through traffic is stopped allowing for left turns. During the "permissive" phase, the onus is on the driver to ensure that there is a sufficient gap in traffic, no pedestrians in the crosswalk, and there is sufficient space to make a left turn movement.

Westbound left turning movements at the intersection only have a "permissive" green ball display. To determine if the installation of additional left turn signals is warranted, January 2023 traffic counts were analyzed using MoTI guidelines. The review determined that the westbound left turn movement met 150% of the warrant threshold.

Analysis of ICBC collision data during a five-year period from 2017 to 2021 was undertaken. There were a total of 141 collisions, an average of 28 collisions per year at the intersection. The predominant collision type was rear end (101 collisions) which is typical for intersections with a traffic signal. There were 12 collisions, an average of 2.4 collisions per year that involved left turn movements, including four between westbound left turning vehicles and eastbound through vehicles (an average of 0.8 collision per year). There were six collisions that involved pedestrians or cyclists. Three of these were with right turning vehicles but three pedestrian collisions were with westbound left turning vehicles.

Both the traffic volumes and collision history have identified a pattern where a “protected” westbound left turn movement with a green arrow display may be considered. Staff examined the following options:

1. Install a west bound left turn signal, retain the current configuration with offset left turn lanes, and operate left turn signals for both directions at the same time;
2. Install a new west bound left turn signal, modify the east bound left turn signal, and realign the left turn lanes to face each other by moving existing lane markings and operate left turn signals for both directions at the same time. However, this option will impact on-street parking on both sides of Fraser Highway, east and west of the intersection; or
3. Install a west bound left turn signal, modify the east bound left turn signal, retain the current configuration with offset left turn lanes, and operate the left turn signals at different times in the traffic signal cycle, known as a “lead-lag” operation.

Option 1 has minimal impact on traffic operations but examination of the vehicle turning paths identified a conflict between left turning vehicles and is not recommended.

Option 2 has minimal impact on traffic operations and would mitigate potential conflict between left turning vehicles. In this option, the left turn lanes on both sides of Fraser Highway are relocated to the middle of the road resulting in the entry lane on Fraser Highway for northbound and southbound left turns being narrowed. A resulting conflict was identified between 272 Street right turning movements for larger vehicles with the realigned left turn lanes on Fraser Highway. There would be a reduction to on-street parking due to the reconfiguration of lane markings and is not recommended.

Option 3 has the greatest impact on traffic signal operations due to the separation of left turning movements into two separate “lead-lag” phases of the signal. “Lead-lag” operation will increase the overall cycle length of the traffic signal which can lead to longer wait times for drivers and pedestrians. However, this operation does not require major intersection civil upgrades and would eliminate the conflicts between the left turn movements and pedestrians as well as conflicts between left turning vehicles and opposing through vehicles, and as such is recommended.

Concerns were also raised with northbound and southbound turning movements conflicting with pedestrians. Analysis as per Transportation Association of Canada guidelines and collision history did not result in changes to these movements being warranted at this time. Staff will monitor the intersection to determine if changes are needed for north/south movements.

Financial Implications:

Staff recommend that the construction of a westbound left turn signal and modification of the existing eastbound left turn signal to “lead-lag” left turn traffic signals at the intersection of Fraser Highway and 272 Street be included in the 2023 budget at an estimated cost of $75,000, with construction subject to TransLink approval.

Respectfully submitted,

Paul Cordeiro
MANAGER, TRANSPORTATION ENGINEERING
for
ENGINEERING DIVISION

Township of Langley

Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 – REGULAR MEETING	**REPORT:**	23-30
FROM:	ENGINEERING DIVISION	**FILE:**	5320-20-SWR21-03
SUBJECT:	SANITARY SEWER LOCAL AREA SERVICE 28 AVENUE AND 206 STREET		

RECOMMENDATIONS:

That Council consider the request of property owners and authorize staff to prepare and distribute the official petition to the benefitting properties within the affected area, as shown in Attachment A, to determine the level of support to proceed with a Local Area Service (LAS) initiative for provision of municipal sanitary sewer in accordance with applicable regulations, policies, and procedures;

That subject to confirmation of sufficiency of the petition process, staff be authorized to set the interest rate for the subject Sanitary Sewer LAS at 4.75%, which is equivalent to the Municipal Finance Authority's 20-year Capital Financing Rate plus 0.25%; and

That Council authorize funding for the subject LAS to be included in the 2023-2027 Financial Plan from borrowing in the form of a 20-year debt issue through the Municipal Finance Authority.

EXECUTIVE SUMMARY:

The Township of Langley is in receipt of a request from property owners along 28 Avenue and 206 Street requesting initiation of a Local Area Service (LAS) for expansion of the municipal sanitary sewer system. If an official petition is successful, a bylaw outlining the costs will be prepared for Council's consideration of adoption prior to commencement of design and construction works.

There are 31 properties benefitting from the proposed LAS of which 19 expressed preliminary support representing 61% of the properties exceeding the required minimum 60% threshold pursuant to Township Policy. The Community Charter provides authorization for local governments to provide a LAS for which all the costs may be recovered via local service taxation from benefitting properties.

A Class C estimate of $2,180,000 has been prepared without the benefit of design or survey work and excludes service connections and other work on private property. Property owners are responsible for respective share of project costs, based on the actual costs to be determined as part of a competitive tender process should the petition be successful. A successful official petition must be signed by owners of at least 50% of the parcels representing at least 50% of the assessed value of the properties. Property owners have the option to either pay their portion of the actual costs in one payment or amortize over 20 years at the Municipal Finance Authority of British Columbia's 20-year Capital Financing Rate, plus 0.25% and collected with their property taxes.

PURPOSE:

To seek Council's authorization to prepare and distribute a sanitary sewer LAS petition.

BACKGROUND/HISTORY:

The Township of Langley is in receipt of a request from property owners along 28 Avenue and 206 Street requesting initiation of a Local Area Service (LAS) process for expansion of the municipal sanitary sewer system. If the official petition is successful, a bylaw outlining the costs will be prepared for Council's consideration of adoption prior to commencement of design and construction works.

There are 31 properties benefitting from the proposed LAS and 19 properties expressed preliminary support of the LAS representing 61.3% of the properties within the benefitting area which exceeds the required minimum 60% threshold for preliminary support pursuant to Township Policy. The Community Charter provides authorization for local governments to provide local area services for which all costs may be recovered via local service taxation from benefitting properties.

As part of the preliminary petition, all benefitting property owners received a letter related to process, scope of work, cost estimate, and funding utilization such that the benefitting property owners may make an informed decision.

DISCUSSION/ANALYSIS:

Policy 05-007 Local Area Services and Business Improvement Area Services (the Policy), defines conditions where the Township may undertake certain works as a local area service by petition from property owners or on the initiative of Council.

Pursuant to the Policy, benefitting property owners shall be 100% liable for the costs of installation for the sanitary sewer works. The preliminary cost estimate to complete this project completed prior to the preliminary petition in June 2021 was $1,453,000 and excludes service connections to the property line and any work on private property.

Since the original estimate was completed prior to the preliminary petition in June 2021, there have been significant changes to economic conditions resulting in price increases. Similar proposed LAS projects have seen tender bids and consulting estimates higher by a magnitude of approximately 50%. The preliminary petition was issued with a preliminary Class C design and construction estimate of $1,453,000; however, the updated estimate for design and construction of the proposed sanitary sewer LAS is $2,180,000.

Cost Estimate Breakdown	
Sanitary Sewer Works	$1,495,000
Engineering	$226,000
Contingency (25%)	$374,000
Administration Fee	$85,000
Total (Rounded)	**$2,180,000**

The preliminary cost estimate is based on a Class C estimate as no design or survey work has been completed. The property owners will be charged their appropriate share of costs based on the actual project costs that will be finalized and determined as part of the competitive tender process should the petition be successful. For the official petition to be successful, it must be signed by the owners of at least 50% of the benefitting parcels and these parcels must represent at least 50% of the assessed value of Land and Improvements.

At project completion, property owners will have the option to either pay their portion of the actual costs in one single payment, or have it amortized over 20 years at the Municipal Finance

Authority of British Columbia's 20-year Capital Financing Rate, plus 0.25% collected with their property taxes.

Property owners will have the opportunity to have service connections installed at the time of mainline construction at their cost. The cost of such a connection is typically less than if the connection is installed after the mainline construction has been completed. The table below provides additional information and estimated cost based on taxable frontage:

Number of Parcels	Total Sanitary Sewer Length (m)	Total Taxable Frontage (m)	Cost per Meter of Taxable Frontage	Estimated Project Cost
31	1,090	1,802.64	$1209.34	$2,180,000

Attachment B contains the approximate commuted costs for all benefitting properties.

All benefitting properties will be forwarded a letter outlining these costs as part of the official petition mailing package. If the official petition is deemed successful in accordance with Sections 211 and 212 of the Community Charter and pursuant to Township Policy, a Local Area Service Bylaw outlining the costs will be prepared for consideration and adoption by Council.

Financial Implications:

The estimated cost of this project is $2,180,000 and will be recovered from benefitting property owners over 20 years. Budget authority for the project will be included in the 2023-2027 Financial Plan. The local Improvement Reserve is not sufficient to fund this project. Therefore, funding for this local area service project is proposed to come from a 20-year debt issue, through the Municipal Finance Authority pursuant the following two sections:

Section 217(1)(a) of the Community Charter states the following:

> *If all of the costs of borrowing for the purposes of a local area service are to be recovered by a local service tax, the loan authorization bylaw does not require the approval of the electors under section 180, but it may only be adopted if, the borrowing has been proposed by petition in accordance with section 212 [petition for local area service],*

Since all of part of the costs of borrowing are to be repaid by the owners of the benefitting properties in the local service area, the benefitting property owners of the local service area must approve the borrowing to establish the local area service.

Section 212(2)(d) states the following:

> *Each page of a petition for a local area service must do the following: If it is proposed that the municipality borrow for the purposes of the service and all or part of the costs of borrowing are to be recovered by means of a local service tax, indicate*
>
> *i. The total amount proposed to be borrowed under the bylaw,*
> *ii. The maximum term for which the debenture may be issued, and*
> *iii. The portion of those costs that are to be recovered by a local service tax.*

It is Township policy that the fixed interest rate to be charged on a new local area service be established at the time the official petition is approved by Council for circulation. The current LAS rate would be 4.75%, which reflects the Municipal Finance Authority of British Columbia's 20-year Capital Financing Rate of 4.50% plus 0.25% as per Policy 05-007.

Respectfully submitted,

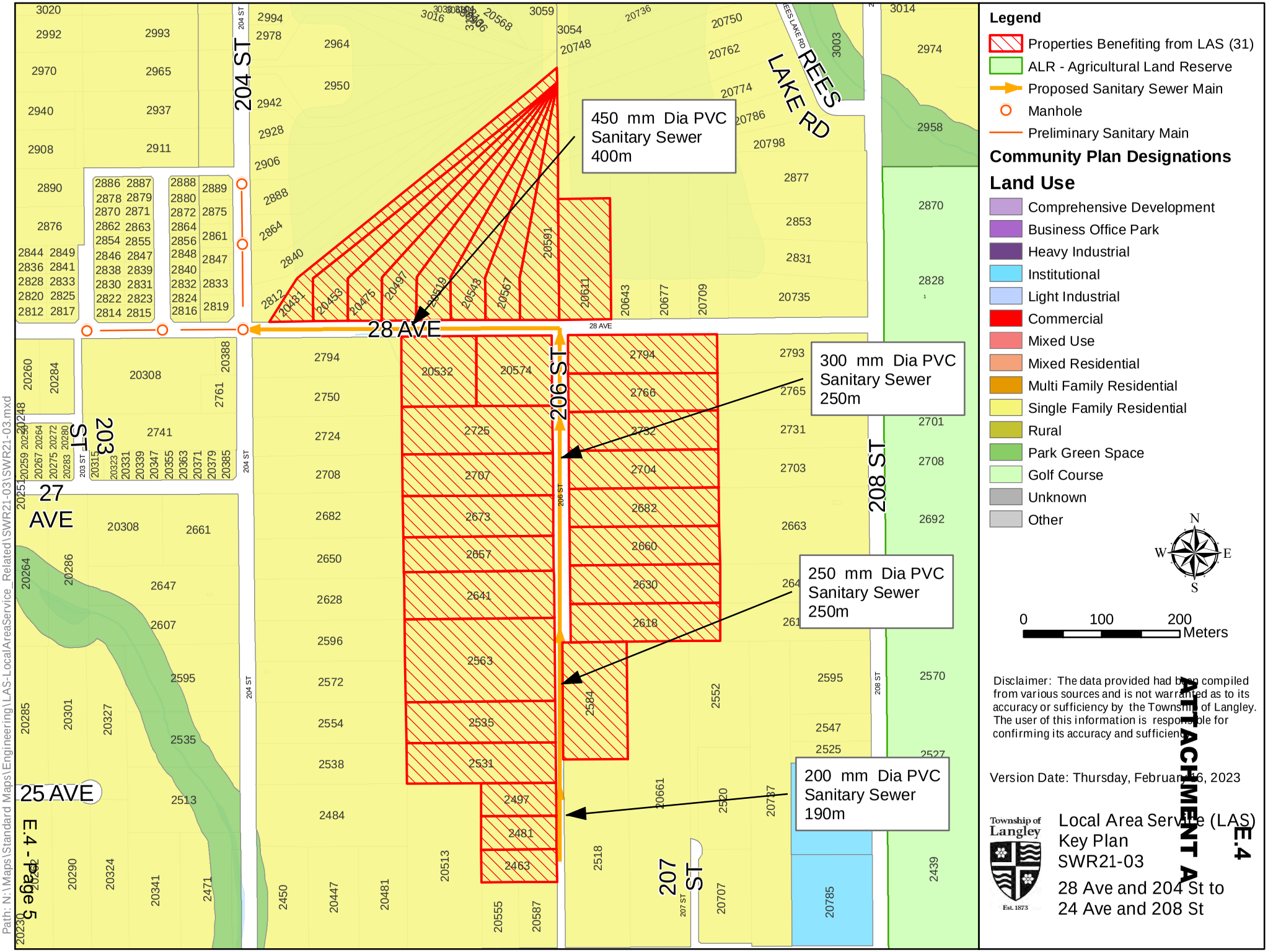
Richard Welfing
MANAGER, ENGINEERING SERVICES
for
ENGINEERING DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
FINANCE DIVISION	S. Ruff

ATTACHMENT A Map of Benefitting Properties

ATTACHMENT B Estimated Costs for Each Benefitting Property



Disclaimer: The data provided had been compiled from various sources and is not warranted as to its accuracy or sufficiency by the Township of Langley. The user of this information is responsible for confirming its accuracy and sufficiency.

Version Date: Thursday, February 16, 2023

Township of Langley
Est. 1873

Local Area Service (LAS)
Key Plan
SWR21-03

28 Ave and 204 St to
24 Ave and 208 St

ATTACHMENT A
E.4

Path: N:\Maps\Standard Maps\Engineering\LAS-LocalAreaService_Related\SWR21-03\SWR21-03.mxd

ATTACHMENT B

Table 1: SWR21-03 28 Ave and 204 St to 24 Ave and 206 St							
House	Street	Frontage	Rearage	Perimeter	Preliminary Taxable Frontage	Taxable Frontage (Max/Min Applied)	Commuted
2463	206 ST	42.06	42.06	276.29	43.26	43.26	$52,313.64
2481	206 ST	42.06	42.06	276.33	43.26	43.26	$52,315.85
2497	206 ST	42.09	42.09	276.42	43.29	43.29	$52,347.55
2531	206 ST	52.64	52.64	489.62	61.33	61.00	$73,769.53
2535	206 ST	52.64	52.64	489.68	61.33	61.00	$73,769.53
2563	206 ST	105.26	105.26	594.99	103.43	61.00	$73,769.53
2584	206 ST	150.05	84.04	594.99	123.78	61.00	$73,769.53
2618	206 ST	49.06	49.16	482.57	58.49	58.49	$70,732.93
2630	206 ST	49.07	49.19	482.65	58.50	58.50	$70,746.26
2641	206 ST	61.06	60.98	506.59	68.06	61.00	$73,769.53
2657	206 ST	44.39	44.39	473.35	54.74	54.74	$66,195.51
2660	206 ST	49.04	49.17	482.82	58.49	58.49	$70,735.87
2673	206 ST	52.60	52.60	489.83	61.31	61.00	$73,769.53
2682	206 ST	49.04	49.17	482.90	58.50	58.50	$70,740.28
2704	206 ST	49.05	49.18	482.88	58.50	58.50	$70,749.58
2707	206 ST	52.60	52.60	489.89	61.32	61.00	$73,769.53
2725	206 ST	60.96	60.96	506.85	68.01	61.00	$73,769.53
2732	206 ST	49.05	49.19	482.92	58.50	58.50	$70,749.64
2766	206 ST	49.05	49.18	482.94	58.50	58.50	$70,746.73
2794	206 ST	49.72	49.51	484.05	58.97	58.97	$71,318.46
20431	28 AVE	56.76	429.77	1029.15	153.36	61.00	$73,769.53
20453	28 AVE	45.00	401.03	924.27	137.05	61.00	$73,769.53
20475	28 AVE	45.00	366.74	858.25	128.04	61.00	$73,769.53
20497	28 AVE	45.00	0.00	798.10	63.91	61.00	$73,769.53
20519	28 AVE	45.00	0.00	745.65	61.28	61.00	$73,769.53
20532	28 AVE	96.01	96.19	373.59	85.92	61.00	$73,769.53
20543	28 AVE	45.00	0.00	703.07	59.15	59.15	$71,536.49
20567	28 AVE	45.00	0.00	672.79	57.64	57.64	$69,705.43
20574	28 AVE	96.01	96.19	373.44	85.91	61.00	$73,769.53
20591	28 AVE	45.01	0.00	656.99	56.85	56.85	$68,753.40
20611	28 AVE	65.53	65.53	439.52	67.85	61.00	$73,769.53

Total TF (m)	1802.64
Cost Estimate	$2,180,000.00
Est. $ per TF (m)	1209.34

Township of Langley

Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-34
FROM:	COMMUNITY DEVELOPMENT DIVISION	**FILE:**	BA000040
SUBJECT:	STREAMSIDE PROTECTION AND ENHANCEMENT CLARIFICATION AMENDMENTS		

RECOMMENDATIONS:

That Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection and Enhancement Clarification) Bylaw No. 5854;

That Council consider that Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection and Enhancement Clarification) Bylaw No. 5854 is consistent with the Township's Five-Year Financial Plan as updated annually and with Metro Vancouver's Integrated Liquid Waste Resource Management Plan and Integrated Solid Waste Resource Management Plan, Housing Needs Report and with the consultation requirement of Official Community Plan Consultation Policy (07-160); and

That Council authorize staff to schedule the required public hearing for Bylaw No. 5854.

EXECUTIVE SUMMARY:

This report brings forward clarifying amendments to the Township's Official Community Plan Schedule 3 Development Permit Areas: Streamside Protection and Enhancement.

PURPOSE:

This report provides information and recommendations to amend the Township's Official Community Plan Schedule 3 Development Permit Areas: Streamside Protection and Enhancement.

BACKGROUND/HISTORY:

Council adopted the Township of Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection) Bylaw 2006 No. 4485 in 2006 to align with the Provincial Riparian Areas Regulation (in effect as of March 31, 2006) by adopting a Development Permit Area approach to the Regulation. This approach provided greater certainty to landowners and developers of riparian lands and a more efficient administrative framework utilizing Qualified Environmental Professionals (QEPs), Township staff, and existing review processes familiar to Council, developers, and the public. Minor amendments were adopted in July 2006 to reflect experience implementing the bylaw and to ensure continued efficient implementation. The bylaw was subsequently repealed in 2016 and consolidated into the Township's Official Community Plan (OCP) as Schedule 3.

The Riparian Areas Act and Regulation was amended to the Riparian Areas Protection Act and Regulation (RAPR) in 2019 with no fundamental requirement changes for local governments, proponents, and QEPs.

The Water Act was amended to the Water Sustainability Act (WSA) in 2016 and modernized to ensure a sustainable supply of fresh, clean water for BC residents and is the principal law for managing the diversion and use of water resources.

DISCUSSION/ANALYSIS:

Proposed Bylaw No. 5854 incorporates amendments to OCP Schedule 3 Development Permit Areas: Streamside Protection and Enhancement to clarify the process to confirm applicable watercourse regulations. The following table indicates applicable watercourse regulations, and is further illustrated in Attachment A:

Level of Government	**Regulation**	**Purpose**	**Jurisdictional Area**
Township of Langley	OCP Schedule 3 Development Permit Areas: Streamside Protection and Enhancement	Determination and protection of Streamside Protection and Enhancement Areas (SPEAs) for watercourses and adjacent riparian areas.	Above top of bank to SPEA boundary specifically above RAPR SPEA. **Area:** 30 m from top of bank (TOB) or top of ravine bank (TORB).
Provincial Government (Ministry of Forests)	Riparian Areas Protection Act and Regulation	Determination and protection of streamside protection and enhancement areas for watercourses and adjacent riparian lands.	Above the natural boundary or TOB to RAPR SPEA boundary. **Area:** Simple 30 m from TOB or TORB. Detailed 30 m from stream's natural boundary or TORB.
Provincial Government (Ministry of Forests)	Water Sustainability Act and Regulation	Ensures a sustainable supply of fresh, clean water. Requires an authorization (change approval or notification) if changes are proposed in and about a stream.	Below TOB and instream. **Area:** Below TOB.
Federal Government (Fisheries and Oceans Canada)	Fisheries Act	Protects fish and fish habitat. Requires approval if proposed work will result in the harmful alteration, disruption, or destruction of fish habitat.	Where works, undertaking or activities could result in harm to fish or fish habitat.

The Township's watercourse classification system was developed consistent with objectives of the RAPR to protect fish and fish habitat. The Water Sustainability Act pertains to and protects water. Proposed Bylaw No. 5854 OCP Schedule 3 amendments are designed to clarify outcomes with regards to regulatory requirements and includes:

- Update of legislative references; and
- QEP determination of a non-regulated Class C watercourse those which do not engage any of the watercourse approval processes under the legislations in accordance with its distinct regulated terms. If this determination is made then there is no further engagement of any watercourse approval processes (Township, Provincial, Federal).

The proposed amendment continues to rely on a proponent to retain a QEP to review the site and conduct appropriate assessments to determine the regulatory requirements.

Official Community Plan Consultation Policy:

As the proposed amendments to Schedule 3 of the OCP are limited to clarification items to improve implementation, staff recommend that Council consider the proposed OCP amendment consistent with the Township's OCP Consultation Policy, financial plans (both operating and capital), Metro Vancouver's Waste Management Plans, and the Housing Needs Report.

Policy Considerations:

The proposed bylaw amendments clarify the outcomes with regards to regulatory requirements and the classification of watercourses while maintaining the certainty to landowners and developers of SPEA requirements and an efficient administrative framework.

Respectfully submitted,

Stephen Richardson
DIRECTOR, DEVELOPMENT SERVICES
for
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A OCP Schedule 3 – Streamside Jurisdiction

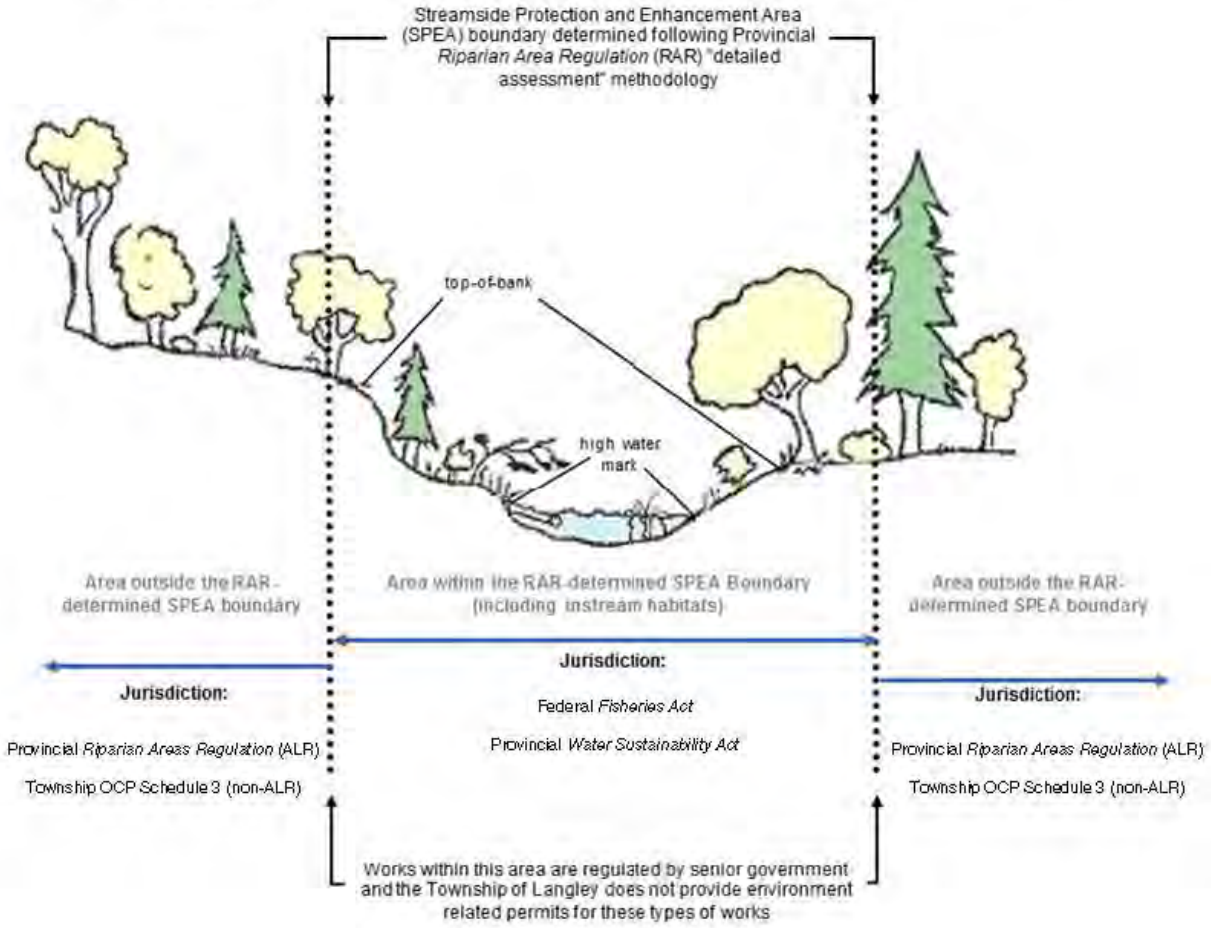
ATTACHMENT A

Township of Langley

Official Community Plan-Schedule 3
Streamside Protection and Enhancement Development Permit Areas

JURISDICTION

Approximate jurisdiction of the Township of Langley Official Community Plan Schedule 3-Streamside Protection and Enhancement Development Permit Areas (OCP Schedule 3) is depicted graphically below.



OCP Schedule does not apply to lands with the Agricultural Land Reserve (ALR). For more information contact Township Development Planning Department.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842

AMENDMENT (STREAMSIDE PROTECTION AND ENHANCEMENT CLARIFICATION)

BYLAW NO. 5854

EXPLANATORY NOTE

Bylaw No. 5854 brings forward clarifying amendments to the Township's Official Community Plan Schedule 3 Development Permit Areas: Streamside Protection and Enhancement.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842

AMENDMENT (STREAMSIDE PROTECTION AND ENHANCEMENT CLARIFICATION)

BYLAW NO. 5854

A Bylaw to amend Langley Official Community Plan Bylaw 1979 No. 1842.

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Streamside Protection and Enhancement Clarification) Bylaw No. 5854”.

2. The “Langley Official Community Plan Bylaw 1979 No. 1842” Schedule 3 Development Permit Areas: Streamside Protection and Enhancement, as amended, is further amended by:

    a. Replacing the definition of “Stream” in Section 3 of Schedule 3 with the following:
    "Stream" means:
        a. a natural watercourse, including a natural glacier course, or a natural body of water, whether the stream channel of the stream has been modified, or
        b. a natural source of water supply, including, without limitation, a lake, pond, river, creek, spring, ravine, gulch, wetland or glacier, whether or not usually containing water, including ice, but does not include an aquifer;

    b. Adding the following definitions to Section 3 of Schedule 3 in alphabetical order:
        a. “Fisheries Act” means the Fisheries Act, RSC 1985, c. F-14 as amended or re-enacted from time to time;
        b. “Riparian Areas Protection Regulation” means the Riparian Areas Protection Regulation, BC Reg 178/2019 as amended or re-enacted from time to time;
        c. “Fish habitat” means water frequented by fish and any other areas on which fish depend directly or indirectly to carry out their life processes, including spawning grounds and nursery, rearing, food supply and migration areas;
        d. “Water Sustainability Act” means the Water Sustainability Act, SBC 2014, c 15 as amended or re-enacted from time to time;
        e. “Watercourse” means any natural or human-made body of water that may or may not provide fish habitat that fall under two categories:
            i. regulated watercourse, does not include a Class C watercourse, and includes:
                a. known or suspected fish-bearing watercourses, including watercourses classified as Class A, Class A(OD), Class A(OW) and Class B as shown on Map 11 “Watercourse Classification Map”, and natural watercourses or natural water supply sources, and
                b. watercourses that do not in fact provide fish habitat, but may include natural watercourses or watercourses

containing a natural source of water supply, including watercourses classified as Class C as shown on Map 11; and,

ii. Non-Regulated Class C watercourse includes watercourses that do not in fact provide fish habitat, are not natural watercourses, and do not contain a natural source of water supply.

c. Replacing Section 4.16.2 of Schedule 3 with the following:
    a. "The proposed development is completely outside of the designated Streamside Protection and Enhancement Development Permit Area and where it can be demonstrated to the acceptance of the Township in accordance with section 5 that the proposed development will not result in negative impacts to the watercourse;"
d. Replacing Section 4.22 of Schedule 3 with the following:
    a. Where a proponent contends that a watercourse location depicted on Map 11 is in error, the proponent can submit for consideration by the Township a report prepared by a B.C. Land Survey Professional that identifies the location of the watercourse.
e. Inserting the following as a new Section 4.23 of Schedule 3 and renumbering the following section accordingly:
    a. Where a proponent contends that a watercourse classification depicted on Map 11 is in error, the proponent can submit for consideration by the Township either an:
        i. assessment prepared by a qualified professional in accordance with section 5, where it is contended that a watercourse is a non-regulated Class C watercourse; or
        ii. A report prepared by a qualified professional that provides a classification of the watercourse, as applicable.
f. Adding the following as a new Section 4.25 of Schedule 3:
    a. Despite this Bylaw, development may be located within the Streamside Protection and Enhancement Development Permit Area if:
        i. the site is subject to undue hardship and meets the riparian protection standard for sites subject to undue hardship in accordance with the Riparian Areas Protection Regulation;
        ii. the qualified professional determines the proposed development will not result in any harmful alteration, disruption or destruction of fish habitat;
        iii. provincial approval for changes in and about a stream has been obtained under the *Water Sustainability Act*; or
        iv. federal authorization for development that results in the harmful alteration, disruption or destruction of fish habitat has been obtained under the *Fisheries Act*.
g. Inserting the following as a new Section 5: Development Adjacent to Regulated Watercourses and renumbering the following section accordingly:

5. Development Adjacent to Regulated Watercourses

5.1 If development is to be located outside of the Streamside Protection and Enhancement Development Permit Area and a qualified professional determines the proposed development will not:

a. result in any harm to fish habitat;

b. impact the flow of a natural water source; or
c. result in any impacts or modifications to a natural watercourse;

the development may proceed without requiring the government approvals or authorizations that may be engaged under the Streamside Protection and Enhancement Development Permit Area, the *Water Sustainability Act*, the Riparian Areas Protection Regulation, or the *Fisheries Act*.

Non-Regulated Class C Watercourse Assessments

5.2 Where an owner of an affected parcel contends a watercourse is a Non-Regulated Class C watercourse, the owner must engage a qualified professional to assess the watercourse to determine whether it is a Non-Regulated Class C watercourse.

5.3 The owner must file the original completed qualified professional assessment referred to in Section 5.2 to the Township for review.

5.4 The assessment must include both field components and desktop analysis to adequately describe current and historical modifications to the watercourse.

5.5 To classify the water body as a Class C watercourse, the qualified professional must in the assessment confirm the following conditions regarding the watercourse:

a. the watercourse does not represent a natural watercourse, whether or not the stream channel has been modified, including but not limited to a lake, pond, river, creek, spring, ravine, gulch, wetland or glacier, as defined by the *Water Sustainability Act*;
b. the watercourse does not contain a natural source of water supply, as defined by the *Water Sustainability Act*; and
c. the watercourse does not connect to or provide water frequented by fish or other areas on which fish depend on either directly or indirectly to carry out their life processes, as defined by the *Riparian Areas Protection Regulation* and the *Fisheries Act*.

5.6 The watercourse may only be classified as a Non-Regulated Class C watercourse if all three conditions are satisfied. If any of the conditions are not discounted in the assessment, the waterbody must be treated as a regulated watercourse.

5.7 The classification of the watercourse by the qualified professional shall be binding upon the Township.

Development Adjacent to Non-Regulated Class C Watercourses

5.8 If a waterbody is classified as a Non-Regulated Class C watercourse, then the proposed development may proceed without requiring the

government approvals or authorizations that may be engaged under the Streamside Protection and Enhancement Development Permit Area, the *Water Sustainability Act,* the Riparian Areas Protection Regulation*,* or *the Fisheries Act*.

h. Amend the table in Schedule 3-1 Table of Streamside Protection and Enhancement Development Permit Area Widths to introduce a new row following the current C and updating the current C as follows:

C (Class C)	Green	0	0
C (Non-Regulated)	Turquoise	0	0

i. Update all references in Schedule 3 to the “Provincial Riparian Areas Regulation” to the “Provincial Riparian Areas Protection Regulation”.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
PUBLIC HEARING HELD the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

_____ Mayor _____ Township Clerk

Township of Langley

Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-26
FROM:	CORPORATE ADMINISTRATION DIVISION	**FILE:**	3900-25
SUBJECT:	GENERAL LOCAL GOVERNMENT ELECTION BYLAW AMENDMENT		

RECOMMENDATION(S):

That Council give first, second and third reading to General Local Government Election Bylaw 2010 No. 4844 Amendment Bylaw No. 5846.

DISCUSSION/ANALYSIS:

At the November 14, 2022 Regular Meeting of Council, Council adopted the following resolution:

> That the Township Clerk be directed to prepare, for the consideration of Council, an amendment to the *General Local Government Election Bylaw 2010 No. 4844* to authorize the redaction of the residential address of the candidates' nominators and by redacting the residential address of the Candidate and replacing that with the community in which the Candidate lives.

Amendment Bylaw No. 5846 is intended to provide the legislated ability for election staff to redact residential addresses of candidates and the nominators of candidates and replace the address with the community in which they live for nomination papers that are posted on the Township's website, as directed by Council.

Respectfully submitted,

Wendy Bauer
TOWNSHIP CLERK
for
CORPORATE ADMINISTRATION

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

GENERAL LOCAL GOVERNMENT ELECTION BYLAW 2010 NO. 4844
AMENDMENT BYLAW NO. 5846

EXPLANATORY NOTE

Bylaw No. 5846 amends Bylaw No. 4844 to redact the address of the candidates and nominators from the Nomination forms posted on the Township website.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

GENERAL LOCAL GOVERNMENT ELECTION BYLAW 2010 NO. 4844

AMENDMENT BYLAW NO. 5846

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “General Local Government Election 2010 Bylaw No. 4844 Amendment Bylaw No. 5846”.

2. The “General Local Election Bylaw 2010 No.4844” as amended is further amended:

   2.1 The following text be added as section 7(c):

   7 c) The residential addresses of candidates and nominators of candidates will be redacted and replaced with the community in which they live on the nomination papers that are posted on the Township’s website.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

_____ Mayor _____ Township Clerk

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-25
FROM:	CORPORATE ADMINISTRATION DIVISION	**FILE:**	3900-25
SUBJECT:	ELECTION AND POLITICAL SIGNS BYLAW		

RECOMMENDATION(S):

That Council give first, second and third reading to Election and Political Signs Bylaw No. 5834.

PURPOSE:

At the January 16, 2023 Regular Meeting of Council, Council discussed a proposed updated Election and Political Signs Bylaw. Council referred the proposed bylaw back to staff to make the following changes:

1. Relocate the definition section to the front of the bylaw;
2. Removal of the prohibition on political signs on balconies;
3. Addition of a prohibition on reflective surfaces;
4. Addition of removal of political signs within four days following a local election;
5. Addition of the relevant section of the criminal code for tampering with elections signs; and
6. Reviewing the number of signs per property and placement of signs on boulevards in front of properties.

Staff have made changes to the draft bylaw to include the first five directions. In response to the sixth direction staff have removed all restrictions for the number of signs on a property and deleted the ability for homeowners to use the boulevard in front of their property to place political signs.

The previous report, Report No. 23-05, January 16, 2023 has been attached to this report for Council's information.

Respectfully submitted,

Wendy Bauer
TOWNSHIP CLERK
for
CORPORATE ADMINISTRATION DIVISION

ATTACHMENT A Report No. 23-05, January 16, 2023

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	JANUARY 16, 2023 - REGULAR MEETING	**REPORT:**	23-05
FROM:	CORPORATE ADMINISTRATION DIVISION	**FILE:**	3900-25
SUBJECT:	ELECTION AND POLITICAL SIGNS BYLAW		

RECOMMENDATION(S):

That Council give first, second and third reading to Election and Political Signs Bylaw No. 5834.

EXECUTIVE SUMMARY:

At the November 14, 2022 Regular Meeting of Council, Council adopted a resolution directing staff to amend the Election and Political Signs Bylaw 2015 No. 5034 to prohibit election signage placement on all “publicly owned property, roadway or otherwise”. Staff reviewed Election and Political Signs Bylaw 2015 No. 5034 and determined that repealing and replacing the Bylaw would provide a stronger and more easily understood bylaw.

PURPOSE:

The intent of Bylaw 5834 is to repeal and replace the Election and Political Signs Bylaw 2015 No. 5034 to include the direction of Council for the prohibition of election and political signs on public property.

BACKGROUND/HISTORY:

At the November 14, 2022 Regular Council meeting the 2022 Local Government Election Official Report to Council recommended that improvements to the Elections and Political Signs Bylaw were required as "a tremendous amount of Township resources were spent on dealing with elections signs and responding to many complaints from the public".

At that same meeting, Council adopted the following amended resolution:

> Be it resolved that Council hereby directs staff to prepare an amendment to the Election and Political Signs Bylaw prohibiting any and all election signage on Township of Langley or publicly owned property, roadway or otherwise, for Council's consideration.
>
> That the motion include a report from staff on what the adjacent five municipalities are doing in regards to policies and limitations.
> **CARRIED**

DISCUSSION/ANALYSIS:

In response to Council's direction, staff reviewed the public and private property election sign placement requirements in Election and Political Signs Bylaw 2015 No. 5034. It was determined that repealing the Bylaw and replacing it with a new Election and Political Signs Bylaw would produce a clearer bylaw for future election candidates.

As directed, staff also surveyed five surrounding municipalities to ascertain if election or political signs are permitted on public property. The Cities of Langley and Surrey do not allow the posting of election or political signs on any public property. The Cities of Maple Ridge and Pitt Meadows do not allow the posting of signs on property owned, leased or operated by the local government, but do allow signs to be posted on road right of ways. The City of Abbotsford does not allow posting of signs on public property with the exception of the boulevard in front of a private property where the owner has approved the placing.

In reviewing the above local governments' election and political sign requirements as well as other surrounding local government's bylaws, staff have taken instances from all to provide a new political and sign bylaw for Council's consideration.

Several restrictions have been added to clarify or place further restrictions to the placement of signs. For example, the addition of a prohibition of sign placement on balconies and roofs was added, as well as a restriction of machine-readable optical labels (QR codes). The added restrictions have been included as a result of lessons learned from previous elections and restrictions included in other local government bylaws.

As directed by Council, the new bylaw eliminates the placement of election or political signs on public property, with one exception adapted from the City of Abbotsford's bylaw. One sign will be allowed to be placed on a boulevard immediately in front of an individual private property with the permission of the owner. As property owners may not know where the property line and the boulevard meet, it was determined that eliminating the boulevard in front of a property would be difficult and time consuming to enforce. As a result of this exception, restrictions including in the bylaw have been adapted to ensure that should the placement on the boulevard impede public movement or safety, the sign can be removed by Township staff.

Staff have also anticipated that candidates may wish to increase the number of signs placed on a private property. To avoid a property posting multiple of the same candidates' signs, a limit to the number of signs placed on any one private property has been included. In the proposed bylaw one sign per candidate and one sign per political organization can be placed on a private

property with the consent of the owner or the strata corporation in the event that the property contains strata lots.

Many of the requirements of Bylaw No. 5034 remain including all items related to traffic safety should private properties placement result in safety or traffic concerns.

Cost and Resource Allocations:

It is expected the prohibition of election and political sign placement on public property will reduce the utilization of staff time during the election process as significant time was dedicated to the incorrect placement of signs by candidates and those working with them.

Respectfully submitted,

Wendy Bauer
TOWNSHIP CLERK
for
CORPORATE ADMINISTRATION DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
Engineering Division	R. Seifi

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

ELECTION AND POLITICAL SIGNS BYLAW NO. 5834

EXPLANATORY NOTE

Bylaw No. 5834 sets out the rules and regulations regarding the placement of election and political signs on both public and private property within the Township of Langley.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

ELECTION AND POLITICAL SIGNS BYLAW NO. 5834

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

Part 1 Citation

1.0 This Bylaw may be cited for all purposes as “Township of Langley Election and Political Signs Bylaw No. 5834”.

Part 2 Definitions:

2.0

Advanced Voting Day	means advance polling day under the Canada Elections Act or advance voting opportunity under the Local Government Act, School Act (BC) or Election Act (BC), whichever is applicable.
Boulevard	means: a) where there is no curb and gutter, the area between the shoulder of the road and the adjacent property line. b) where there is curb and gutter, the area from the back of the curb to the adjacent property line; or c) where there is curb and gutter and a sidewalk, the area from the back of the sidewalk to the adjacent property line.
Candidate	means a person who is a candidate for election pursuant to the Local Government Act, the School Act (BC), the Election Act (BC), or the Canada Elections Act, or a person represented as a candidate on a political sign.
Candidate Representative	means a person who is appointed by a Candidate as a candidate representative for the purposes of the Local Government Act, the Election Act (BC) or the Canada Elections Act.
Centre Median	means an area designated for the segregation of lanes of traffic on a roadway, designated either by lines or landscaping.
Chief Election Officer	means the person appointed by Council as the Chief Election Officer pursuant to the Local Government Act, or the Deputy Chief Election Officer in the absence of the Chief Election Officer.

Council	means the Council of the Township of Langley.
Election or Political Sign	means a temporary sign designed or intended to be displayed in connection with Federal, Provincial, Local Government or School District No. 35 (Langley) elections, by-elections, referendum, or plebiscites.
Engineer	means staff authorized by Council to carry out the power and duties outlined in this bylaw.
General Voting Day	means polling day under the Canada Elections Act or general voting day under the Local Government Act, School Act (BC) or Election Act (BC), whichever is applicable.
Highway	means a common and public highway, street, avenue, road, lane, road allowance, bridge, and viaduct, which is intended for or used by the public for the passage of vehicles, pedestrians, and cyclists, but does not include a private right-of-way on private property.
Park	means Township-owned land or right-of-way used for passive or active recreation including open space, sports fields, pitch and putt golf courses playgrounds, walkways, trails, nature reserves, natural areas, wildlife sanctuaries, greenbelts, conservation areas, buffers, nature interpretation areas, and similar land uses.
Person	includes a property owner, strata corporation, candidate, candidate representative, political organization, or any other person under the direction of such an individual or organization.
Place	means place, erect, affix or attach.
Political Organization	includes: (a) an “elector organization’ within the meaning established in the Local Government Act; (b) a “campaign organizer” within the meaning established in the Local Government Act; (c) a “political party” within the meaning established in the Election Act (BC) or Canada Elections Act; (d) any incorporated or unincorporated organization which promotes or opposes the election of a candidate; (e) any incorporated or unincorporated organization which approves or disapproves of a course of action advocated by a candidate or another political organization;

(f) any incorporated or unincorporated organization which promotes or opposes an issue that is the subject of a referendum or plebiscite; and

(g) any incorporated or unincorporated organization which promotes or opposes a recall or initiative campaign.

Public Property	means all property owned by the Township of Langley and School District No. 35, which are not occupied for residential purposes, excluding all highways.
Roadway Structure	means a bridge, overpass, guardrail, retaining wall, fence, concrete barrier, fire hydrant, street light pole, utility pole, and crosswalk pole.
Shoulder	means where there is no curb and gutter, the area between the edge of the road and a line two metres, fifty centimetres (2.5 m) parallel to the edge of the road.
Sign Face	means the display areas of a political sign on which letter, symbols or pictures appear.
Structure	means a construction of any kind whether fixed to or supported by or sunk into land or water.
Township	means the Corporation of the Township of Langley.
Traffic Control Device	means a sign, line, meter, marking, space, barrier, or device that is painted, placed or erected to guide, regulate, warn, direct, restrict, control or prohibit traffic.

Part 3 Duration and Political Processes

3.0 A person shall not place, or permit to be placed, an election or political sign on public or private property, except in relation to:

Elections / By-Elections:

3.1 Federal elections and by-elections for candidates within the riding, in the Township of Langley, from the time the writ of election is issued until four (4) days after general voting day;

3.2 Provincial elections and by-elections, for candidates within the riding, within the Township of Langley, from the time the writ of election is issued until four (4) days after general voting day; and

3.3 Township of Langley Local Government and School District No. 35 (Langley) Elections and by-elections, from 9:00am on the twenty-first (21st) day prior to general voting day until four (4) days after general voting day.

Referendum or Plebiscites:

3.4 Federal or Provincial referendum or plebiscites, from the day that the text of the question is approved by the Federal Parliament or by the Provincial Legislature, as the case may be, until four (4) days after general voting day;

3.5 Local Government and School District No. 35 (Langley) referendum or plebiscites, from 9:00am on the twenty-first (21st) day prior to general voting day, until four (4) days after the general voting day; and

3.6 Provincial recall or initiative campaigns, from the day that an application for recall or initiative is approved by the Chief Electoral Officer for BC until four (4) days after the final disposition of the matter.

Part 4 Placement of Election or Political Signs on Public Property

4.0 A person must not place, or permit to be placed, an election or political sign on:

a) a highway or right of way;

b) a boulevard, centre median, island, or sidewalk;

c) any roadway structure or traffic control device;

d) a tree, bush, planter, waste or recycling receptacle, newspaper box, mailbox, signpost, bridge or overpass structure;

e) any other public property including land, buildings, structures, parks, gardens or equipment; or

f) overhanging public property.

Part 5 Placement on Private Property

5.0 Election or political signs may be placed on private property in all zones, including single family, two family, multi-family zones, institutional, commercial, and industrial, and any lot in a Rural zone, provided that:

5.1 signs must have the consent of the property owner, occupant, or strata corporation in the case of a parcel containing strata lots, prior to placement.

Part 6 Requirements / Restrictions for Election or Political Signs

6.0 Election or political signs do not require a sign permit, but all election or political signs must adhere to the following requirements and restrictions:

6.1 must have no more than two sign faces;

6.2 each sign face must be no larger than 3 square metres in area nor exceed a maximum height of 1.8 metres;

6.3 must not use the Township of Langley or the School District No. 35 logos, heraldic emblems or similar corporate identifiers for the purpose of any candidate's campaign activities;

6.4 must not be animated, illuminated, reflective, rotating, flashing or have moving lights or other electrical features, including machine readable optical labels;

6.5 must not have attachments such as balloons, kites, an electronic message centre or inflatable devices;

6.7 must not be placed on an existing sign;

6.8 must not be located within 100 metres of a voting place, during Federal, Provincial, Local and School District voting days, including but not limited to advance, general, referendum, and plebiscite voting days;

6.9 must not resemble traffic control devices referred to in the *Motor Vehicle Act* and Regulations under that *Act*;

6.10 must not be placed within five (5) metres of a fire hydrant;

6.11 must not be placed within five (5) metres of a highway where to property is adjacent to an intersection;

6.12 must not be placed in such a way as to create a potential hazard to vehicular, pedestrian or cyclist traffic, and must not obstruct the view of any portion of a traffic control device, signal or intersection or movement of motor vehicles, pedestrians, cyclist or any other traffic;

Part 7 Enforcement of Election or Political Sign Regulations

7.0 If, in the opinion of the Township Engineer, or designate, at his or her sole discretion, an election or political sign erected constitutes a hazard to the safe and efficient movement of vehicular or pedestrian traffic, or otherwise violates any of the above requirements, the Engineer or designate may, immediately and without notice, remove the sign.

7.1 Bylaw No. 5834 allows the Township of Langley to immediately remove signs in violation of the Bylaw.

7.2 Election or political signs removed pursuant to Bylaw No. 5834 will be stored at a Township facility and may be claimed by a candidate or candidate representative, or a person authorized by a candidate or candidate representative.

7.3 Election or political signs removed pursuant to Bylaw No. 5834, and not claimed within four (4) days after the period set out in Part Two of this bylaw, become the property of the Township and may be destroyed or otherwise disposed of by the Township, without notice to any person.

7.4 Defacing, damaging or pulling down election or political signs is a criminal offence under section 325 of the *Canada Elections Act*.

Part 8 Severability

8.0 If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection or clause.

Part 9 Bylaw No. 5034 Repeal

9.0 The Corporation of the Township of Langley Election and Political Signs Bylaw 2015 No. 5034 and all amendments are hereby repealed.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

Mayor

Township Clerk

Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-32
FROM:	FINANCE DIVISION	**FILE:**	1615-20
SUBJECT:	CREDIT CARD PAYMENT SERVICE FEE		

RECOMMENDATIONS:

That Council give first, second, and third reading to the Credit Card Payment Service Fee Bylaw No. 5853; and

That Council authorize staff to proceed with allowing credit card payments with the associated 2.2% service fee for online ecommerce and in person payments for building permits and engineering permits.

EXECUTIVE SUMMARY:

On March 22, 2021, Council authorized staff to proceed with implementing the recommendations of the Development Management Process Report (DMPR). Subsequently, staff embarked on a project to streamline the permit process supported by a $500,000 grant from the provincial government. As part of the project's software upgrades, the Township purchased a system which allows payment of permit fees online by credit card and the option of charging the applicant a credit card payment service fee.

Through the Credit Card Payment Service Fee Bylaw No. 5853 (the Bylaw), staff propose a service fee of 2.2% for a user pay system to be levied when a credit card is the chosen form of payment. This amount would be charged on building permits and engineering permits regardless of payment being received online or in person. Accepting credit card payments for permits expands the payment options available to residents and applicants while continuing to provide existing means of payment (cash, cheque, debit) for those who do not want to incur service fees. The service fee for payment by credit card would be clearly outlined to the payee and would require acknowledgement of the additional non-refundable fee for choosing the payment method.

PURPOSE:

To obtain first, second, and third reading of Credit Card Payment Service Fee Bylaw No. 5853 and to seek Council approval to proceed with implementing a service fee for online ecommerce and in person payments for building permits and engineering permits.

BACKGROUND/HISTORY:

Despite the popularity of using credit cards as a payment method, it is an ongoing challenge for non-profit agencies, governments, and regulated entities to accept credit card payments due to the associated high credit card fees. As a general best practice, municipalities have not accepted credit card payments for substantial permit fees due to the high fees charged by credit card merchants.

Customers are often frustrated when told the Township does not take credit cards for permit fees over $5000. As a result of upcoming technological changes related to permitting, the Township will be in a position to provide additional online permit services to streamline processes, reduce wait times, and allow customers to pay online using credit cards.

Allowing a higher volume of payments by credit card for significant payment amounts will substantially increase the cost to the Township for credit card merchant fees with the burden borne by taxpayers unless a credit card service fee is instituted. Ultimately, an increase to property taxes would be required to cover the increased cost of banking fees.

Township customers have consistently indicated they would like to pay for permits by credit card for convenience, extending payment dates, and to take advantage of loyalty points. As part of the Township's efforts to continuously improve customer service delivery and review our internal processes, staff have been exploring opportunities for accepting credit card payments for these items to further enhance our ecommerce platform.

Historically, payment card processors and major card brands payment processing agreements did not allow a transaction fee to be applied to the credit card user. Businesses accepting credit cards as a method of payment were required to charge the same price for goods and service. This placed the financial burden of covering payment processing charges (merchant fees), on the business or corporation. As a result, credit cards have never been an accepted payment method for permit fees over a specific threshold due to the associated merchant fees which would result in non-credit card users and taxpayers subsidizing credit card users.

In response to changes in credit card payment processing agreements, the Township's software provider has implemented a credit card service fee recovery module to allow municipalities to accept credit card payments with the payee incurring the associated merchant fees. The fee is passed on directly to the payee should they elect to use a credit card. This means municipal tax dollars will not be used to pay merchant fees and credit card users will not be subsidized.

DISCUSSION/ANALYSIS:

As part of a class action lawsuit settlement, Visa and MasterCard have agreed to allow merchants to decide if they want to pass on the cost of accepting credit cards to their customers. Starting October 6, 2022, businesses have been able to charge an additional fee of up to 2.4% at point of sale.

The Township of Langley currently offers a variety of payment methods (cash, cheque, debit) in addition to credit cards which are currently accepted for business licences, dog licences, bylaw tickets, permits under $5000, and other service levies. The acceptance of credit cards can have significant costs implications borne fully by the merchant with the cost implications subsequently included in the fee for various services. As a result of these cost implications, the Township has not accepted credit cards as a payment option for larger payment amounts.

According to section 194(1)(a) of the Community Charter, a Council may, by bylaw, impose a fee payable in respect of all or part of a service of the municipality, which the credit card service fee would fall under. The Township would be able to provide a higher standard of service by providing additional payment options for customers without placing any additional burden or cost on taxpayers.

Several lower mainland municipalities have already implemented a credit card service fee as per the table shown below.

Current Lower Mainland Municipality Fees	
Municipality	**Credit Card Service Fee**
Abbotsford	1.75%
City of Burnaby	1.75%
Delta	1.75%
White Rock	2.0%
Langley City	2.2%
New Westminster	1.75%
Port Moody	1.95%
Richmond	2.0%
Average	1.89%

Providing the ability for developers, builders, and other proponents to submit applications and pay for associated fees in an online format allows flexibility and time savings while reducing the staff time required to process individual transactions in person.

To expand on available payment options for building permits, and engineering permits, the proposed Bylaw recommends implementing a service fee of 2.2% of the total payable to allow payment by credit card. This amount would be charged on transactions whether payment by credit card is submitted online or in person.

Environmental Implications:

Providing online methods of payments that do not require payees to travel to the Civic Facility supports the Climate Action Strategy by reducing GHG emissions through less vehicle use and trips.

Financial Implications:

Staff to review fee annually to ensure the recovery matches actual costs incurred as closely as possible.

All implementation costs will be borne within the existing capital budget RDS1265-01 (Permit Software).

Respectfully submitted,

Kim Kenward
MUNICIPAL COLLECTOR
for
FINANCE DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
FINANCE DIVISION	S. Ruff
COMMUNITY DEVELOPMENT DIVISION	S. Richardson
ENGINEERING DIVISION	R. Zwaag

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

CREDIT CARD PAYMENT SERVICE FEE BYLAW NO. 5853

EXPLANATORY NOTE

Bylaw No. 5853 provides a mechanism for fee recovery of credit card merchant fees on payments made by credit card. Under Section 194 of the Community Charter, a Council may impose fees with respect to all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit, or impose requirements.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

CREDIT CARD PAYMENT SERVICE FEE BYLAW NO. 5853

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Credit Card Payment Service Fee Bylaw No. 5853”.

2. For the charge types listed in Section 3 in this bylaw, when a credit card is used to pay for fees and charges payable to the Corporation of the Township of Langley in both card-present and card-not-present environments, a service fee of 2.2% of the final transaction amount, net all discounts and rebates, shall be assessed and charged to the payor in addition to the final transaction amount.

3. The service fee imposed under Section 2 in this bylaw, only applies to the following charges where payment by credit card is available:

   a) Building Permits, as outlined in Township of Langley Building Bylaw 2008 No 4642, and Development Applications as outlined in Township of Langley Fee and Charges Bylaw 2007 No. 4616, Schedule 14, both as amended or replaced from time to time; and

   b) Engineering Permits, as outlined in Township of Langley Fees and Charges 2007 No 4616, Schedules 10, 11, 12, 13, and 15, as amended or replaced from time to time.

4. Credit card payments are not authorized to pay security deposits, Development Cost Charges, or bonds related to Building Permits or Engineering Permits.

5. The service fees assessed and charged under this Bylaw are non-refundable.

6. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

_____ Mayor _____ Township Clerk

Township of Langley

Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 - REGULAR MEETING	**REPORT:**	23-31
FROM:	FINANCE DIVISION	**FILE:**	1810-20
SUBJECT:	LANGLEY FEES AND CHARGES BYLAW AMENDMENT		

RECOMMENDATION:

That Council give first, second and third reading to Langley Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5852.

EXECUTIVE SUMMARY:

Section 194(1) of the Community Charter makes provision for Council to adopt bylaws approving various fees and charges that can be imposed with respect to services being provided. The proposed Township's Fees & Charges Bylaw No. 4616 Amendment Bylaw No. 5852 will include 17 fees and charges categories under separate schedules as follows:

- Schedule 1: PARKS
- Schedule 2: CEMETERIES
- Schedule 3: ANIMAL CONTROL
- Schedule 4: FINANCE
- Schedule 5: MISCELLANEOUS CORPORATE
- Schedule 6: POLICE
- Schedule 7: FIRE
- Schedule 8: TRANSPORTATION
- Schedule 9: SOLID WASTE
- Schedule 10: FILMING
- Schedule 11: WATERWORKS
- Schedule 12: SEWER
- Schedule 13: STORMWATER
- Schedule 14: DEVELOPMENT SERVICES
- Schedule 15: TREE PROTECTION
- Schedule 16: AIRPORT
- Schedule 17: RECREATION AND CULTURE

On an annual basis, amendments to fees and charges are proposed to better align Township revenue with service budgets. Such amendments are outlined in this report. Schedules with no changes are referenced but not included. Updating fees and charges on a regular basis is consistent with the Township's User Pay policy and its economic sustainability goals. Schedule 1 has removed Recreation, and Culture Fees and created a new schedule to represent their own shown in Schedule 17 Recreation and Culture.

PURPOSE:

The purpose of this report is to bring forward for first, second, and third reading, Langley Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5852 highlighting additions, fee changes, and repealed fees.

BACKGROUND/HISTORY:

On an annual basis, the Township undertakes a review of existing fees and charges to determine whether any price level adjustments and/or new fees and charges are necessary to existing schedules to ensure sufficient cost recovery of programs and services and to better align Township revenue with service budgets.

DISCUSSION/ANALYSIS:

This report recommends that Council approve additions, changes, and repeals to existing fees as outlined in the sections that follow.

Schedule 1: PARKS

Staff are proposing the separation of Schedule 1 to split Schedule 1: Recreation, Culture, and Parks into Schedule 1: Parks and Schedule 17: Recreation and Culture to improve the readability and reflect the divisions that oversee the respective assets.

General Fee Increase

This bylaw amendment reflects increases experienced in the past year with respect to cost escalations for staffing, utilities, materials, and supplies. It is recommended that a 3% average increase be applied to parks rentals with an implementation date of September 1, 2023 except where noted separately within this report.

Staff propose further amendments to Schedule 1 of the Fees and Charges Bylaw as follows:

- Changing the fee of 'Bedford Landing Plaza' to 'Outdoor Plaza' to ensure a uniform rate for all plazas
- Adding fees for storage rooms, proposed at $0.40 / ft^2 per month for storage space at facilities
- Combining rates so that the announcer booth at McLeod Athletic Park includes amenities, which are currently charged separately, and proposing a combined rate of $35 for non-profits, a reduction from the current cost of all items
- Clarifying that the rental of the Williams Park Picnic Area includes the inside room, picnic shelters, and picnic tables through a new proposed fee
- Consolidating fees for bleacher moves to an adjusted rate of $500 per bleacher to accurately reflect staff effort to perform the service
- Removing the connection to electrical system daily fee from the Spirit Stage. This fee is not required due to applicants providing their own power through mobile generators
- Adding fees for the Water Wagon and Misting Tent rentals of $100 per day as well as setup and take down fees for regular work days of $295.70 and statutory holidays and weekends of $590.35

See Schedule 1 for proposed changes to Parks fees and charges.

Schedule 2: CEMETERIES

This bylaw amendment reflects increases experienced in the past year with respect to cost escalations for staffing, utilities, materials, and supplies.

It is recommended that a 5% average increase, unless otherwise noted, be applied to right of interment and columbaria Cemetery fees and charges to maintain revenue to support operations.

Staff propose further amendments to Schedule 2 of the Fees and Charges Bylaw as follows:

- Removing Cremation Boulder fees as the service is no longer offered
- Increasing the fee for Granite Benches to $6,300 (2022 fee is $5,360) to reflect the increased costs of materials
- Adding a fee for an in-ground vase to be recovered at cost plus 50%
- Housekeeping amendments to provide clarity to the public by ensuring uniform fee names for the opening and closing of lots for interments and to clearly move Fort Langley Premium lots under rights of interment
- Housekeeping amendment to separate scattering garden fees into 'right of interment' and 'opening and closing of lot for interment' categories in line with other cemetery fees. The overall cost for scattering gardens remains unchanged

See Schedule 2 for proposed changes to Cemetery fees and charges.

Schedule 3: ANIMAL CONTROL

Costs related to animal control have continued to increase over the years. It is necessary to partially offset those costs through increases in licensing fees. This is necessary in order to sustain the level of service that is currently provided to the community. In comparison to other neighbouring municipalities, the Township ranks slightly under a median range for licencing fee rates (see below), therefore staff are proposing an increase to dog licensing fees for 2024.

Dog Licencing Fee Review		
Municipality	Current Annual Fees	
	Not Spayed/Neutered	Spayed/Neutered
City of Abbotsford	$70	$28
City of Burnaby	$73	$43
City of Chilliwack	$70	$24
City of Coquitlam	$55	$30
City of Delta	$60	$35
City of Langley	$96	$48
Township of Langley	$65	$36
City of Maple Ridge	$68	$41
District of Mission	$70	$28
City of New Westminster	$65	$25
District of North Vancouver	$88	$43
City of North Vancouver	$30	$30
City of Pitt Meadows	$65	$35
City of Port Coquitlam	$95	$47
City of Port Moody	$79	$50
City of Richmond	$89.25	$39
City of Surrey	$82.25	$51.50
City of Vancouver	$47	$47
District of West Vancouver	$86	$46
City of White Rock	$40	$25

See Schedule 3 for proposed changes to Animal Control fees and charges.

Schedule 4: FINANCE

Staff propose an increase under Schedule 4 based on survey information from Lower Mainland Municipalities who levy charges on similar services and a housekeeping item to rename the Property Tax Refund Fee to Refund Fee. Staff recommend increases to the following fees:

- Refund Fee from $25 to $30 per refund request

Lower Mainland Current Fees:

	Returned Cheque Fee	Refund Fee	Electronic Tax Certificate	In Person Tax Certificate	Mortgage Listing	Apportionment Fee	Transfer Payment Fee
Abbotsford	25	0	20	25	10	0	0
Burnaby	38	27	49	54	22	38	0
Coquitlam	25	25	35	35	10	35	0
Delta	30	0	35	35	10	0	0
Langley City	30	25	40	0	12	0	0
Langley Township	30	30	40	50	15	30	0
Maple Ridge	25	25	35	35	8	0	0
New Westminster	40	25	45	48	15	35	0
North Van District	30	30	40	45	20	0	0
North Van City	25	30	35	35	10	0	0
Pitt Meadows	25	0	62	0	5	0	0
Port Coquitlam	30	25	40	45	12	25	0
Porty Moody	50	25	40	40	14	29	25
Richmond	38	0	39	69	12	36	0
Surrey	30	25	39	42	12	28	25
White Rock	36	25	40	71.5	43	43	10

See Schedule 4 for proposed changes to Finance fees and charges.

Schedule 5: MISCELLANEOUS CORPORATE

Staff propose the addition of two paper sizes for the provision of documents such as maps, as-builts, and service cards.

Staff propose a 3% increase to the Airport Room Rental rates which is consistent with proposed increases across the organization based on community comparison.

<u>Building Record Search Fee Increase</u>

The complexity and the number of Building Record Searches continues to increase. The proposed fee increase will offset the costs associated with the additional processing time for Building Record Searches received annually.

See Schedule 5 for proposed changes to Miscellaneous Corporate fees and charges.

Schedule 6: POLICE

No change.

Schedule 7: FIRE

No change.

Schedule 8: TRANSPORTATION

Pavement Reinstatement Fees

Staff propose an incremental increase to the cost for pavement reinstatement fees due to the inflationary increases of the prices of asphalt and fuel as follows:

- Pavement Reinstatement Fee from $\$75/m^2$ to $\$85/m^2$ with a minimum charge of $750 (2022 – $500)
- Pavement Degradation Fee from $\$10/m^2$ to $\$15/m^2$
- Pavement Penalty Charge from $\$25/m^2$ to $\$50/m^2$ with a minimum charge of $250 (no change to minimum charge)
- Urgent Pavement Repair Fee at actual cost with a minimum charge of $2,250 from $1,500

Environmental Permitting Fees – Driveway Installations

Staff propose the addition of fees for Provincial environmental permitting for installation of driveways that cross Class A or Class B watercourses. Currently, fees are recovered from applicants on an 'at cost' basis as part of driveway installations but invoicing to customers is often delayed until a final, post construction, environmental monitoring report can be completed by qualified consultants. The proposed change would allow for invoicing to customers to proceed earlier than is currently feasible. Cost neutral fees are proposed as:

- Class A Watercourse, occurring in Summer instream works window - $2,500
- Class B Watercourse, occurring in Summer instream works window - $1,500
- Class A or B Watercourse, outside Summer instream works window – at cost

Oversize and Overweight Permits

Staff propose two additional fees related to oversize and overweight vehicles. A fee, to be recovered from users at cost, to recoup costs for staff to escort loads and ensure that no damage to Township infrastructure occurs. As part of this process, temporary changes of infrastructure may be required to facilitate the safe passage of oversize and overweight vehicles (such as the removal of municipal signage or modifications to signals) and may cause the Township to incur material and contractor costs.

Additionally, staff are proposing a minimum charge of $2,000 should damage occur to Township infrastructure that requires immediate repairs.

Inspection Fees

Staff propose an increase to the cost, per inspection, required for works in this section of the Fees and Charges Bylaw. Staff recommend an increase in 2023 to $160 (from $155 in 2022) per occurrence to reflect the increased cost for staff, vehicle, and travel time related to these inspections and to provide a consistent rate structure for inspections throughout the Township.

See Schedule 8 for proposed changes to Transportation fees and charges.

Schedule 9: SOLID WASTE

No changes.

Schedule 10: FILM

No changes.

Schedule 11: WATERWORKS

Inspection Fees

Staff propose an increase to the cost, per inspection, required for works in this section of the Fees and Charges Bylaw. Staff recommend an increase in 2023 to $160 (from $155 in 2022) per occurrence to reflect the increased cost for staff, vehicle, and travel time related to these inspections and to provide a consistent rate structure for inspections throughout the Township.

See Schedule 11 for proposed changes to Waterworks fees and charges.

Schedule 12: SEWERWORKS

Inspection Fees

Staff propose an increase to the cost, per inspection, required for works in this section of the Fees and Charges Bylaw. Staff recommend an increase in 2023 to $160 (from $155 in 2022) per occurrence to reflect the increased cost for staff, vehicle, and travel time related to these inspections and to provide a consistent rate structure for inspections throughout the Township.

See Schedule 12 for proposed changes to Sewerworks fees and charges.

Schedule 13: STORMWATER

Inspection Fees

Staff propose an increase to the cost, per inspection, required for works in this section of the Fees and Charges Bylaw. Staff recommend an increase in 2023 to $160 (from $155 in 2022) per occurrence to reflect the increased cost for staff, vehicle, and travel time related to these inspections and to provide a consistent rate structure for inspections throughout the Township.

See Schedule 13 for proposed changes to Stormwater fees and charges.

Schedule 14: DEVELOPMENT SERVICES

Staff propose Development Application fee increases to incorporate the Consumer Price Index (CPI) rate from 2021-2022 combined with information gathered on development fees from

nearby comparator municipalities such as Abbotsford, Surrey, Coquitlam, and Maple Ridge. Application fee increases based on comparator amounts are proposed for Zoning Bylaw Map amendments, Official Community Plan amendments, Development Permits, and Subdivisions. The proposed increase considers base fee amount information gathered and the workload created by the complexity of these application types. All other Development Application fees are proposed to increase by the approximate combined CPI rate for 2021 and 2022.

See Schedule 14 for proposed changes to Development Services fees and charges.

Schedule 15: TREE PROTECTION

No changes.

Schedule 16: AIRPORT

Aircraft Parking

An incremental increase of 5% (unless otherwise noted) is proposed for all Aircraft parking tie-down services at the Langley Regional Airport (YNCJ) as follows:

- Yearly Asphalt Tie-down Fee from $1,260 to $1,323
- Monthly Tie-down Fee from $157.50 to $165.38
- Visitor Tie-down Fee (single day, overnight) from $10 to $10.48

Mailbox Fees

Staff propose an increase to the annual mailbox rental fee at the airport to $165/annum (from $150/annum). The fee increase ensures fees are in line with comparable services offered by Canada Post.

See Schedule 16 for proposed changes to Airport fees and charges.

Schedule 17: RECREATION AND CULTURE

Recreation and Culture have undertaken a review of their current fees and charges, including a comparison with other municipalities.

General Fee Increase

This bylaw amendment reflects increases the division has experienced in the past year with respect to cost escalations for staffing, utilities, materials and supplies. It is recommended that a 3% average increase be applied to pool, fitness, and arena admissions as well as rentals except where noted separately within this report.

In addition, based on market analysis and a comparison with our neighboring/size-comparable municipalities, staff are proposing the single child and adult admissions be raised by 4% and a change be made to how we calculate some of the passes.

- 20 pass changed from 17 single admissions to 16 single admissions
- 1 month changed from 11 single admissions to 10 single admissions
- 3 month changed from 30 single admissions to 21 single admissions
- 1 year changed from 85 single admissions to 72 single admissions

The proposed pass changes were a result of community feedback received at various points through the past year and subsequently reviewed by staff to be more in-line with other municipalities and the overall market.

Other Proposed Changes to Fees and Charges – Recreation

ACUCC Rentals
Currently, we do not offer a full waterpark rental at ACUCC as part of our bookable spaces; it's only offered separately in its seven components. The recommendation is to combine the seven spaces into one rental feel with a 20% discount for renting the entire park.

Full Waterpark area - Commercial Prime Hourly	3047.68
Full Waterpark area - Commercial Non-Prime Hourly Rate	1528.63
Full Waterpark area - Private Prime Hourly Rate	2035.08
Full Waterpark area - Private Non-Prime Hourly Rate	1022.20
Full Waterpark area - Non-Profit Prime Hourly Rate	1022.20
Full Waterpark area - Non-Profit Non-Prime Hourly Rate	516.05

In addition, the shallow pool at ACUCC isn't comparable with other pool rentals through Recreation and consequently the Pacific Lagoon rentals were added.

Shallow Tank 10m-12.5m - Commercial Prime Hourly Rate	81.27
Shallow Tank 10m-12.5m - Commercial Non-Prime Hourly Rate	41.14
Shallow Tank 10m-12.5m - Private Prime Hourly Rate	54.51
Shallow Tank 10m-12.5m - Private Non-Prime Hourly Rate	27.76
Shallow Tank 10m-12.5m - Non-Profit Prime Hourly Rate	27.76
Shallow Tank 10m-12.5m - Non-Profit Non-Prime Hourly Rate	14.38

Multipurpose Room Rentals
Staff are proposing a change to how the multipurpose room rentals are presented on the schedule and have organized them into three different sizes and be consistent across both Recreation, Culture and Parks.

Capacity up to 45 - Commercial Hourly	47.72
Capacity up to 45 - Private Hourly	32.16
Capacity up to 45 - Non-Profit Hourly	16.6
Capacity up to 80 - Commercial Hourly	72.15
Capacity up to 80 - Private Hourly	48.44
Capacity up to 80 - Non-Profit Hourly	24.73
Capacity up to 133 - Commercial Hourly	83.45
Capacity up to 133 - Private Hourly	55.95
Capacity up to 133 - Non-Profit Hourly	28.5

Housekeeping items

- Fort Langley Outdoor Pool, which no longer exists, was removed
- Aldergrove Kinsmen Community Centre room rentals removed; these rooms are managed by the Langley Arts Council, contract in place, and they have their own rate card.
- Kitchen only rates removed as they are no longer applicable.

Other Proposed Changes to Fees and Charges – Culture

Single Admissions
Staff are proposing that the fee for single admissions at the museum match the single admissions at the Recreation facilities for pool, fitness and arena admissions.

Facility Rentals
Some of the rental areas at the new Salishan facility were adjusted to be consistent with rentals happening throughout the Recreation facilities so that pricing is more uniform.

In addition, the Presentation Theatre at Salishan was added into the schedule with rates consisted used in other parts of Recreation and Culture.

Presentation Theatre - capacity 177 - Commercial Hourly	165.46
Presentation Theatre - capacity 177 - Private Hourly	110.65
Presentation Theatre - capacity 177 - Non-Profit Hourly	55.84
Presentation Theatre - capacity 177 - Commercial Uses Flat Rate (Fri/Sat) 12noon-2am	1743.75
Presentation Theatre - capacity 177 - General Uses Flat Rate (Fri/Sat) 12noon-2am	872.39

Housekeeping items

- Daily Admission changed to Single Admissions
- Annual Pass Program changed to Yearly Membership

Financial Implications:

Annual increases to fees and charges are required to offset inflationary and other costs associated with providing the services. The loss of revenue due to decreases in some of the passes will be offset by a higher volume of pass purchases. Reasons for fee and charge amendments have been addressed in the report sections above.

See Schedule 17 for proposed changes to Recreation and Culture fees and charges.

Respectfully submitted,

Kim Kenward
MUNICIPAL COLLECTOR
for
FINANCE DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
ARTS, CULTURE, AND COMMUNITY INITIATIVES	P. TULUMELLO
COMMUNITY DEVELOPMENT DIVISION	S. RICHARDSON
ENGINEERING DIVISION	R. ZWAAG
CORPORATE ADMINISTRATION DIVISION	S. SCHEEPMAKER
PARKS AND RECREATION	R. STARE
FINANCE DIVISION	S. RUFF

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW NO. 5852

EXPLANATORY NOTE

Bylaw No. 5852 amends the Fees and Charges Bylaw 2007 No. 4616 as amended, to add new fees or other adjustments to the following Schedules to address new or enhanced municipal services and consolidation of the Township of Langley Fees and Charges Bylaw:

- Schedule 1: PARKS
- Schedule 2: CEMETERIES
- Schedule 3: ANIMAL CONTROL
- Schedule 4: FINANCE
- Schedule 5: MISCELLANEOUS CORPORATE
- Schedule 8: TRANSPORTATION
- Schedule 11: WATERWORKS
- Schedule 12: SEWER
- Schedule 13: STORMWATER
- Schedule 14: DEVELOPMENT SERVICES
- Schedule 16: AIRPORT
- Schedule 17: RECREATION AND CULTURE

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW NO. 5852

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5852.

2. If a portion of this bylaw is held invalid by a Court of competent jurisdiction, the invalid portion must be severed, and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

3. The Township hereby imposes fees and charges for the provision of services and information as specified in Schedules “1”, “2”, “3”, “4”,”5”, “8”, ”11”,”12”, “13”, “14”, “16” and “17”, attached to and forming part of this bylaw. Schedules ”6”, “7”, “9”, “10,” and “15” remain unchanged.

4. The following schedules of fees and charges are hereby imposed to align with the Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5852:

    - Schedule 1: PARKS
    - Schedule 2: CEMETERIES
    - Schedule 3: ANIMAL CONTROL
    - Schedule 4: FINANCE
    - Schedule 5: MISCELLANEOUS CORPORATE
    - Schedule 8: TRANSPORTATION
    - Schedule 11: WATERWORKS
    - Schedule 12: SEWER
    - Schedule 13: STORMWATER
    - Schedule 14: DEVELOPMENT SERVICES
    - Schedule 16: AIRPORT
    - Schedule 17: RECREATION AND CULTURE

5. Federal and Provincial sales taxes will be added where applicable.

6. Wherever this Bylaw sets out fees and charges with respect to other Township bylaws and such other bylaws contain similar fees and charges, this Bylaw is deemed to prevail.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

_____ Mayor _____ Township Clerk

SCHEDULE 1. PARKS
FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

PARKS Fee Type	Description	Fees & Charges without tax
Outdoor Plaza**+ x	Commercial Hourly Rate	$32.95
(Bedford Plaza, Aldergrove Plaza)	Private Hourly Rate	$17.35
**Public Spaces Waste Management	Non-Profit Hourly Rate	$9.20
McLeod Athletic Park Stadium		
McLeod Athletic Park Stadium x	Commercial Hourly	$323.50
	Non-Profit Hourly (with admissions)	$239.50
	Private Hourly	$197.05
	Non-Profit Adult Hourly	$154.60
	Non-Profit Youth Hourly	$154.60
McLeod Atheltic Park Stadium Synthetic Turf		
""Includes contribution to park asset replacement reserve fund	Prime - Commercial Hourly	$138.90
	Prime - Private Hourly	$120.80
	Prime - Non-Profit Adult Hourly	$65.30
	Prime - Non-Profit Youth Hourly	$43.95
	Non-Prime - Commercial Hourly	$115.05
	Non-Prime - Private Hourly	$97.05
	Non-Prime - Non-Profit Adult Hourly	$40.75
	Non-Prime - Non-Profit Youth Hourly	$21.95
	Removal or Installation of football uprights in the oval field	$2,955.55
McLeod Athletic Park Track Eight Lanes "" + x	Commercial Hourly Rate	$99.25
	Private Hourly Rate	$66.55
	Non-Profit Hourly Rate	$33.80
McLeod Athletic Park - Track & Field + x	Commercial Hourly Rate	$152.50
(Long Jump, Shot Put, High Jump, Pole Vault, Throws Area)	Private Hourly Rate	$102.80
	Non-Profit Adult Hourly Rate	$52.95
	Non-Profit Youth Hourly	$44.40
McLeod Athletic Park - Throws Area (Throws Cage & Javelin) + x	Commercial Hourly Rate	$26.65
(Javelin, Shot Put, Discus, Hammer Throw)	Private Hourly Rate	$18.15
	Non-Profit Adult Hourly Rate	$9.60
	Non-Profit Youth Hourly	$5.30
McLeod Athletic Park Announcers Booth	Commercial	$105.00
(Includes Annoucers Booth, Score Board, & Audio System)	Private	$70.00
	Non-Profit	$35.00
McLeod Athletic Park First Aid Room	Commercial Hourly Rate	$15.45
	Private Hourly Rate	$10.30
	Non-Profit Hourly Rate	$5.15

PARKS Fee Type	Description	Fees & Charges without tax
McLeod Athletic Park Officals Room	Commercial Hourly Rate	$15.45
	Private Hourly Rate	$10.30
	Non-Profit Hourly Rate	$5.15
McLeod Athletic Park Video Display Screen	Commercial Hourly Rate	$220.15
	Private Hourly Rate	$147.15
	Non-Profit Hourly Rate	$74.10
Parking Lot Use - Civic Facility, WCP, AAP, MAP, Williams Park	Commercial Per Day Rate	$748.85
	Private Per Day Rate	$499.60
	Non-Profit Per Day Rate	$250.30
Parking Lot Use - WGC, WCB, WBY, AKC, LCM,	Commercial Per Day Rate	$454.30
	Private Per Day Rate	$303.20
	Non-Profit Per Day Rate	$152.15
Park Concession Rental + [x]	Per day	$77.65
	Seasonal Monthly Non-Profit Rate	$332.65
Williams Park Picnic Area **+ [x]	Commercial	$46.35
Includes: Inside room, Picnic Shelters, and Picnic Tables	Private	$31.25
	Non-Profit	$16.15
Park Picnic Shelter **+ [x]	Commercial Hourly Rate	$32.75
	Private Hourly Rate	$16.85
	Non-Profit Hourly Rate	$8.95
Ponder Park Camping Fee	Per night, per child	$2.00
Boat Launch Closure Fee + [x]	Per event fee	$366.15
Access to Private Property Permit Fee	Per permit (includes tax)	$100.00
Park Permit Application Fee	Per permit	$50.00
Park Permit Application Fee For Profit Special Event/Festival	Per permit	$250.00
For Profit Special Event/Festival Fees	Per person attendance <500 (based on estimated attendance at time of application)	$1.00
(in addition to park rental fees)	Per person attendance 501 - 1000 (based on estimated attendance at time of application)	$1.25
	Per person attendance >1000 (based on estimated attendance at time of application)	$1.50
	ToL Staff Event Support/Equipment	At Cost
	Park Ranger Fee - per hour	$30.00
Spirit Stage Fee	Commercial - first day	$602.85
	Commercial - additional day	$302.00

PARKS Fee Type	Description	Fees & Charges without tax
	Private - first day	$402.25
	Private - additional day	$201.65
	Non-Profit - first day	$201.65
	Non-Profit - additional day	$101.35
	Towing Fee (waived for non-profit)	At cost
	Set-up/Take-down Fee (includes site visit but not special requirements)	$295.70
	Set-up/Take-down Fee-Stat Holiday and weekends (includes site visit but not special requirements)	$590.35
	On Field Set-up/Take-down Fee (includes site visit but not special requirements)	$1,066.75
	On Field Set-up/Take-down Fee-Stat Holiday and weekends (includes site visit but not special requirements)	$2,132.45
Water Wagon	Per Day Rate	$100.00
	Set-up/Take-down	$295.70
	Set-up/Take-down Fee-Stat Holiday and weekends (includes site visit but not special requirements)	$590.35
Misting Tent	Per Day Rate	$100.00
	Set-up/Take-down	$295.70
	Set-up/Take-down Fee-Stat Holiday and weekends (includes site visit but not special requirements)	$590.35
Synthetic Turf Fields Class AAA"" + [x]		
	Prime - Commercial Hourly	$419.85
	Prime - Private Hourly	$358.60
	Prime - Non-Profit Adult Hourly	$213.80
	Prime - Non-Profit Youth Hourly	$135.80
	Non-Prime - Commercial Hourly	$358.60
	Non-Prime - Private Hourly	$314.05
	Non-Prime - Non-Profit Adult Hourly	$169.25
	Non-Prime - Non-Profit Youth Hourly	$107.95
Synthetic Turf Fields Class A "" + [x]	Prime - Commercial Hourly	$138.90
	Prime - Private Hourly	$120.80
	Prime - Non-Profit Adult Hourly	$65.30
	Prime - Non-Profit Youth Hourly	$43.95
	Non-Prime - Commercial Hourly	$115.05
	Non-Prime - Private Hourly	$97.05
	Non-Prime - Non-Profit Adult Hourly	$40.75
	Non-Prime - Non-Profit Youth Hourly	$21.95
Synthetic Turf Fields Class B "" + [x]	Prime - Commercial Hourly	$97.85
(70% Class A)	Prime - Private Hourly	$85.25
	Prime - Non-Profit Adult Hourly	$46.35
	Prime - Non-Profit Youth Hourly	$31.35
	Non-Prime - Commercial Hourly	$81.15

PARKS Fee Type	Description	Fees & Charges without tax
	Non-Prime - Private Hourly	$68.55
	Non-Prime - Non-Profit Adult Hourly	$29.15
	Non-Prime - Non-Profit Youth Hourly	$15.95
All Weather Fields + [x]	Commercial Hourly	$32.55
	Private Hourly	$22.05
	Non-Profit Adult Hourly	$8.05
	Non-Profit Youth Hourly	$4.60
Natural Grass Fields + [x]	Commercial Hourly	$32.70
	Private Hourly	$22.15
	Non-Profit Adult Hourly	$10.90
	Non-Profit Youth Hourly	$5.40
Disc Golf + [x]	Commercial Hourly	$49.40
	Private Hourly	$33.25
	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Sports Box Class A MAP	Commercial Hourly	$111.35
Includes contribution to park asset replacement re	Private Hourly	$93.75
	Non-Profit Adult Hourly	$38.80
	Non-Profit Youth Hourly	$20.40
Sports Box Class B	Commercial Hourly	$26.65
	Private Hourly	$18.15
	Non-Profit Adult Hourly	$9.60
	Non-Profit Youth Hourly	$5.30
Bocce Courts Class A + [x]	Commercial Hourly	$49.40
	Private Hourly	$33.25
	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Tennis Courts Class A + [x]	Commercial Hourly	$49.40
WG,BSS,PJP,DRP,Forest Hills,AAP,MAP	Private Hourly	$33.25
Langley Meadows	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Tennis Courts Class B + [x]	Commercial Hourly	$26.65
	Private Hourly	$18.15
	Non-Profit Adult Hourly	$9.60
	Non-Profit Youth Hourly	$5.30
Outdoor Basketball Courts + [x]	Commercial Hourly	$49.40
	Private Hourly	$33.25
	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Sand Volleyball + [x]	Commercial Hourly	$26.65
	Private Hourly	$18.15

PARKS Fee Type	Description	Fees & Charges without tax
	Non-Profit Adult Hourly	$9.60
	Non-Profit Youth Hourly	$5.30
Skate Park + [x]	Commercial Hourly	$49.40
	Private Hourly	$33.25
	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Mountain Bike Park + [x]	Commercial Hourly	$49.40
	Private Hourly	$33.25
	Non-Profit Adult Hourly	$17.15
	Non-Profit Youth Hourly	$9.10
Non Formal Park Use + [x]	Commercial Hourly	$26.65
(Non formal park use refers to bookings that do not require a sport field for activity. For example: Yoga, Bootcamp)	Private Hourly	$18.15
	Non-Profit Adult Hourly	$9.60
	Non-Profit Youth Hourly	$5.30
MAP Synthetic Turf Diamond + [x]	Prime - Commercial Hourly	$71.40
	Prime - Private Hourly	$58.40
	Prime - Non-Profit Adult Hourly	$31.15
	Prime - Non-Profit Youth Hourly	$20.00
	Non-Prime Commercial Hourly	$62.35
	Non-Prime Private Hourly	$49.35
	Non-Prime Non-Profit Adult Hourly	$21.90
	Non-Prime Non-Profit Youth Hourly	$11.65
Bleacher Move	Per Bleacher Move	$500.00
Soccer Goal Set-Up	Per Occurrence Rate	$286.85
Amphitheatre** + [x]	Commercial Hourly	$63.40
(Willoughby Community Park 200 seat outdoor venue)	Private Hourly	$50.95
	Non-Profit Hourly	$26.00
Park Ranger Fee [x]	Per hour	$1.50
([x] to be charged on all Outdoor Park booking fees)		
Key and Lock Replacements		
Lock Replacement	Best Door Lock - material and labour	At cost
(per lock)	Best Pad Lock	$83.55
	Master Lock - standard shackle	$18.95
	Master Lock - 2.5 inch shackle	$22.30
Key Replacement	Best Lock Key	$8.90
(per key)	Master Lock Key	$5.55

PARKS Fee Type	Description	Fees & Charges without tax
Key and Lock Replacements		
Lock Replacement	Best Door Lock - material and labour	At cost
(per lock)	Best Pad Lock	$75.00
	Master Lock - standard shackle	$17.00
	Master Lock - 2.5 inch shackle	$20.00
Key Replacement	Best Lock Key	$8.00
(per key)	Master Lock Key	$5.00
Public Service Signs		
Signage for non-profit sports	Sign Fabrication by Township	$100.00
organizations, or public services	Sign Installation by Township	$50.00
Administration Fee		
Administration Fee	Administration Fee on all services invoiced and for call outs related to field bookings.	15% (no maximum)
Township of Langley Bookings		
Administration Fee	To allow recreation and official Township business bookings at Park Facilities at no cost	$0.00

SCHEDULE 2. CEMETERIES
FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

CEMETERIES Fee Type	Description	Cemetery Revenue	Cemetery Care Fund	Fees & Charges without tax
Cemetery				
(Tax is not included)				
Right of Interment-Resident	Adult Size	$2,563.00	$1,099.00	$3,662.00
30% to Care Fund, Niche 30% to Care Fund	Child Size	$872.00	$374.00	$1,246.00
	Infant Size	$872.00	$374.00	$1,246.00
	Cremation Plot	$1,111.00	$476.00	$1,587.00
	Natural/Hybrid	$2,563.00	$1,099.00	$3,662.00
	Scattering Garden	$274.00	$117.00	$391.00
	Single Lawn Crypt	$2,869.00	$1,229.00	$4,098.00
	Double Lawn Crypt	$3,531.00	$1,513.00	$5,044.00
	Veteran-includes former resident	$1,282.00	$549.00	$1,831.00
	Veteran Cremation Plot-includes former resident	$556.00	$238.00	$794.00
	Wall Niche Single	$1,849.00	$793.00	$2,642.00
	Wall Niche Double	$2,500.00	$1,072.00	$3,572.00
	Fort Langley Adult Premium Lot	$5,128.00	$2,197.00	$7,325.00
	Fort Langley Family Cremation Premium Lot	$1,555.00	$667.00	$2,222.00
Right of Interment - Non-Resident	Adult Size	$5,128.00	$2,197.00	$7,325.00
30% to Care Fund, Niche 30% to Care Fund	Child Size	$2,610.00	$1,119.00	$3,729.00
(generallly 2X resident)	Infant Size	$1,697.00	$727.00	$2,424.00
	Cremated Plot	$2,222.00	$952.00	$3,174.00
	Natural/Hydrid	$5,128.00	$2,197.00	$7,325.00
	Scattering Garden	$274.00	$117.00	$391.00
	Single Lawn Crypt	$5,738.00	$2,459.00	$8,197.00
	Double Lawn Crypt	$7,064.00	$3,028.00	$10,092.00
	Veteran	$2,563.00	$1,099.00	$3,662.00
	Veteran Cremation Plot	$1,111.00	$476.00	$1,587.00
	Wall Niche Single	$2,092.00	$897.00	$2,989.00
	Wall Niche Double	$2,694.00	$1,155.00	$3,849.00
	Fort Langley Adult Premium Lot	$10,254.00	$4,395.00	$14,649.00
	Fort Langley Family Cremation Premium Lot	$4,444.00	$1,904.00	$6,348.00
Opening and Closing of Lot for Interment	Adult, Natural, Lawn Crypt or Veteran Size - First Level	$1,515.00	$0.00	$1,515.00
	Adult, Natural, Lawn Crypt or Veteran Size - First Level Saturday or Sunday	$3,029.00	$0.00	$3,029.00
	Adult, Natural, Lawn Crypt or Veteran Size - First Level Statutory Holiday	$4,545.00	$0.00	$4,545.00
	Adult, Natural or Veteran Size - Second Level	$1,745.00	$0.00	$1,745.00
	Adult, Natural or Veteran Size - Second Level Saturday or Sunday	$3,492.00	$0.00	$3,492.00
	Adult, Natural or Veteran Size - Second Level Statutory Holiday	$5,240.00	$0.00	$5,240.00

CEMETERIES Fee Type	Description	Cemetery Revenue	Cemetery Care Fund	Fees & Charges without tax
	Adult Size - Lawn Crypt Second Level	$1,515.00	$0.00	$1,515.00
	Adult Size - Lawn Crypt Second Level Saturday or Sunday	$3,029.00	$0.00	$3,029.00
	Adult Size - Lawn Crypt Second Level Statutory Holiday	$4,556.00	$0.00	$4,556.00
	Child Size	$993.00	$0.00	$993.00
	Child Size - Saturday or Sunday	$1,987.00	$0.00	$1,987.00
	Child Size - Statutory Holiday	$2,980.00	$0.00	$2,980.00
	Infant Size	$579.00	$0.00	$579.00
	Infant Size - Saturday or Sunday	$1,156.00	$0.00	$1,156.00
	Infant Size - Statutory Holiday	$1,737.00	$0.00	$1,737.00
	Cremated Remains (includes Veteran)	$700.00	$0.00	$700.00
	Cremated Remains - Saturday or Sunday	$1,401.00	$0.00	$1,401.00
	Cremated Remains - Statutory Holiday	$2,101.00	$0.00	$2,101.00
	Cremated Remains - Add to Existing Site	$0.00	$432.00	$477.00
	Casket Remains - Add to Existing Site	$0.00	$997.00	$1,047.00
	Wall Niche	$544.00	$0.00	$544.00
	Wall Niche - Saturday or Sunday	$1,087.00	$0.00	$1,087.00
	Wall Niche - Statutory Holiday	$1,632.00	$0.00	$1,632.00
	Scattering	$158.00	$0.00	$158.00
	Scattering - Saturday or Sunday	$315.00	$0.00	$315.00
	Scattering - Satutory Holiday	$473.00	$0.00	$473.00
Opening and Closing of Lot for Exhumation/Disinterment	Adult Size	$3,027.00	$0.00	$3,027.00
	Adult Size - Double Depth	$4,544.00	$0.00	$4,544.00
	Adult Size - If Top Level Occupied	$7,321.00	$0.00	$7,321.00
	Child Size	$1,987.00	$0.00	$1,987.00
	Infant Size	$1,160.00	$0.00	$1,160.00
	Cremated Remains	$577.00	$128.00	$705.00
Ground Marker Setting Fee	Ground Marker Setting Fee - Flat Marker	$284.00	$121.00	$405.00
30% to Care Fund	Ground Marker Setting Fee - Upright Marker	$502.00	$215.00	$717.00
Marker Reset Fee	Memorial Marker Reset Fee	$132.00	$57.00	$189.00
Cemetery Products and Other Fees				
	Late Arrival Interment Fee (after 3:00 pm. Monday - Friday)	$456.00	$0.00	$456.00
	Granite Memorial Bench	$4,410.00	$1,890.00	$6,300.00
	Replacement Certificate - Right of Interment	$55.00	$0.00	$55.00
	Transfer Fee	$149.00	$0.00	$149.00
	Surrender/Sell Back Fee	$149.00	$0.00	$149.00
	Niche Wall Wreath Plate	Cost plus 50%	10% of Cost	Cost plus 60%
	Cremation Liner	Cost plus 50%	$0.00	Cost plus 50%
	Fibreglass Full Casket Liner	Cost plus 50%	$0.00	Cost plus 50%
	Concrete Full Casket Liner (lower level double depth)	Cost plus 50%	$0.00	Cost plus 50%
	In-ground Vase	Cost plus 50%	$0.00	Cost plus 50%

SCHEDULE 3. ANIMAL CONTROL

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

Fee Type	Description	Fees & Charges without tax
Male/Female	Regular	$70.00
	Regular Discounted on or before Feb 1st	$60.00
	Seniors (over 65 years of age)	$45.00
	Seniors Discounted on or before Feb 1st	$35.00
Male/Female Neutered/Spayed	Regular	$40.00
	Regular Discounted on or before Feb 1st	$30.00
	Seniors (over 65 years of age)	$30.00
	Seniors Discounted on or before Feb 1st	$20.00
Dangerous Dog	Regular	$350.00
	Regular Discounted on or before Feb 1st	$350.00
	Seniors (over 65 years of age)	$350.00
	Seniors Discounted on or before Feb 1st	$350.00
Aggressive Dog	Regular	$170.00
	Regular Discounted on or before Feb 1st	$170.00
	Seniors (over 65 years of age)	$170.00
	Seniors Discounted on or before Feb 1st	$170.00
Hobby Kennel	In conjunction with payment of their business licence, a Hobby Kennel is entitled to receive a maximum 6 dog licence tags at no additional cost. For Hobby Kennels, no further licences may be issued or purchased.	N/A
Commercial Kennel	In conjunction with payment of their business licence, a Commercial Kennel is entitled to receive a maximum 6 dog tags at no additional cost. For Commercial Kennels, further licences may be purchased at a cost of $15.00 each.	$15.00
Working Dogs for the Disabled	Notwithstanding all of the fees stated above, an annual licence fee is applicable for each working dog used to assist the disabled.	$10.00
Other Dog Fees	A fee is applicable for replacement of a lost or destroyed licence tag	$10.00
	A fee is applicable for the transferring of a licence under section 12 or 13; or for issuing a licence under section 14 (Bylaw 4440)	$15.00
Registration for Audible Bird Scare Device (Propane Cannon)	Annual registration fee per site, as defined in the Township of Langley Audible Bird Scare Devices Farm Byalw 2013 No. 5005, as amended.	$125.00 per annum, plus applicable tax(es)

SCHEDULE 4. FINANCE

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

FINANCE Fee Type	Description	Fees & Charges without tax
Tax Notice	Copy of a Tax Notice	N/C
Tax Information Certificates (TIC):		
- Electronic	Tax Information	$40.00
- Manual	Tax Information	$50.00
Mortgage Tax Information Listing	Mortgage company listing per folio	15 per folio
Annual Gross Tax Information Report	Report that includes Tax Information for Township properties	$.02 per row of data export
Non Refundable Tender Deposit	Non Refundable Tender Deposits	$50.00-$150.00
Returned Cheque Item	Returned Cheque Charge	$30.00
Refund Charge	Refund Charge	$30.00
Title Searches & Registered Documents Fee	Fee to recover Land Title and Survey Authority Fees	$30.00
Interest on Overdue Accounts Receivable	Interest charge will be added to accounts more than 30 days overdue.	Bank of Canada Rate plus 2%
Researching Historical property Related Information	Cost recovery of staff research time	$20.00 per property per year
Apportionment Fee per new strata / child lot	Cost to apportion assessments and taxes from parent parcel to each individual child / strata parcel	$30 per new child / strata lot
Administration Fee	Administration Fee on all services invoiced	15% (max $500.00)

SCHEDULE 5. MISCELLANEOUS CORPORATE
FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

MISCELLANEOUS CORPORATE Fee Type	Description	Fees & Charges without tax
Minutes of Council proceedings (per page)	Minutes of Council proceedings (per page)	$0.50
Copies (per page) (Black & White)	Copies of bylaws, minutes, proceedings and other information (per page) except for those bylaws that are printed and bound for public distribution. 8 1/2" x 11"	$0.50
Copies (per page) (Colour)	Copies of bylaws, minutes, proceedings and other information (per page) except for those bylaws that are printed and bound for public distribution. 8 1/2" x 11"	$1.00
Maps, Building Plans and As-builts (Black & White)	Maps, As-builts, and Service Cards Black and White - custom paper size up to 24" X 36"	$5.15
	Maps, As-builts, and Service Cards Black and White - custom paper size up to 36" X 48"	$7.75
Maps, Building Plans and As-builts (Colour)	Maps, As-builts, and Service Cards Colour - custom paper size up to 24" X 36"	$12.30
	Maps, As-builts, and Service Cards Colour - custom paper size up to 36" X 48"	$18.45
Maps (Colour)	Maps - Colour - standard paper size 11” X 17”	$6.15
Survey Certificates	Survey Certificate copies	$10.00
CD (plus cost of production time)	CD - Engineering Servicing Plan	$20.00
Community plans	Community plans	$20.00
Research (per hour)	Research over 15 minutes (per hour)	$63.00
Custom Geomatics	Custom Geomatics Requests (per hour)	$45.00
Board of Variance Application fees	Board of Variance Application fees	$450.00
Administration Fee	Administration Fee on all services invoiced	15% (max $500.00)
Building Records Search Administration Fee	Administration Fee for Building Records Searches	$25.00
Presentation Room Rental - Langley Regional Airport	Commercial Rate Per Hour	$120.50
	Private Rate Per Hour	$80.60
	Non-Profit Rate Per Hour	$40.69

SCHEDULE 8. TRANSPORTATION
FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

TRANSPORTATION Fee Type	Description	Fees & Charges without tax
HIGHWAY USE		
Highways Use Application & Permit Fee	Highways Use Permit for construction purposes	$250.00
	Highways Use Permit for public banner installation purposes	$100.00
	Highways Use Permit for private use of public sidewalks	$100.00
	Highways Use Permit for landscaping & tree planting purposes	$125.00
	Highways Use Permit for sandwich board sign purposes	$125.00 (Annual)
	Highways Use Permit for protruding signs	$100.00 (Annual)
	Highways Use Permit for awning/canopy	$100.00 (Annual)
	Highway Use Permit for sidewalk use and street furniture	$100.00 minimum charge, or $10/m2, whichever is greater (Annual)
	Highways Use Permit for use of unopened highway purposes	$125.00 (Annual)
	Highways Use Permit for Traffic Control Training	$125.00
	Highway Use Permit for Horse Drawn Carriages Sight Seeing	$25.00
Highway Use Permit: Signals in Flash	Cost per occurrence of Township staff to put signals in flash, where included as a Permit condition by the Engineer (business hours)	$100.00
	Cost per occurrence of Township staff to put signals in flash, where included as a Permit condition by the Engineer (after hours)	$300 minimum charge, or as directed by the Engineer
Highway Use Permit Application Fee: Township of Langley Projects	Highway Use Permit for Township Capital or Operating works	$0.00
Highway Use Permit: Road Usage Fees	Highway Use Permit road usage fees for construction purposes	$150 minimum charge per week or $1.50 per m2 per week, whichever is greater
	Highways Use Permit road usage fees for Special Event (for-profit only)	$150 minimum per event plus $2 per lineal km or $1.50 per m2 (based on nature of special event)

TRANSPORTATION Fee Type	Description	Fees & Charges without tax
Highway Use Permit Road Usage Fees: Other	Highways Use Permit road usage fees for private use of road right-of-way or non-construction or Special Event (for-profit) uses (ie storage pods)	$100.00 minimum charge per occurrence
Highway Use Application and Permits and Road Usage Fees: Filming	See Schedule 10	
DRIVEWAYS		
Driveway Application & Permit Fee	Application for Driveway Permit.	$100.00
Driveway Permit, 2nd Estimate	A permit fee for a second estimate for both driveways and boulevard tiling will be charged where the first estimate is over 90 days old.	$50.00
CULVERT INSTALLATION		
Boulevard Tiling, Entrance Culverts, Bulkheads, 1st or 2nd driveway	Installation of boulevard tiling, entrance culverts, bulkheads, and/or 1st or second driveway.	At Cost
Enviromental Permitting Fees, driveway Installations	Class A watercourse, occuring in Summer instream works window	$2,500.00
Enviromental Permitting Fees, driveway Installations	Class B watercourse, occuring in Summer instream works window	$1,500.00
Enviromental Permitting Fees, driveway Installations	Class A or B, occuring outside Summer instream works window	At Cost
SPECIAL EVENTS		
Highway Use Permit	Highways Use Permit for Special Event	$125.00
	Highways Use Permit for Special Event - sponsored by Registered Charity	$62.50
PARKING		
Overtime Parking Permit	Overtime Parking Permit	$25.00
Overtime Parking Permit Daily Charge	Daily Charge for each day of approved Permit	$50.00
OVERSIZE & OVERWEIGHT PERMITS		
Oversize & Overweight Vehicle Permit Application Fee	Oversize or Overweight Vehicle Permit Application	$100.00
Oversize & Overweight Permit Pre & Post Inspection Fee	Pre and Post Inspection for damage to municipal infrastructure. To be charged where applicable, at the discretion of the Municipal Engineer	$500.00
Oversize & Overweight Escort Fee	Large structure, low speed moves (i.e. house move) shall require additional fees for moving the load while on a Township road, including costs for staff escort and potential material or contractor costs to ensure integrity and safety of Township infrastructure.	At Cost
Oversize & Overweight Urgent Repair Fee	Urgent Repair Fee due to damages caused by oversize and/or overweight vehicle	Actual cost, min. charge $2,000.00

TRANSPORTATION Fee Type	Description	Fees & Charges without tax
For each trip on a Municipal Highway the road usage fee to be charged shall be based on the difference between the allowable weight and the actual weight on any axle or the vehicle as a whole, whichever is greater.		
Overweight Vehicle Weight Charge	Overweight Vehicle Permit (Per Trip) - 0 to 2,000 kg	$100.00
	Overweight Vehicle Permit (Per Trip) - 2,001 to 5,000 kg	$175.00
	Overweight Vehicle Permit (Per Trip) - 5,001 to 10,000 kg	$350.00
	Overweight Vehicle Permit (Per Trip) - 10,001 to 15,000 kg	$600.00
	Overweight Vehicle Permit (Per Trip) - Over 15,000 kg	$1,025.00
SPECIAL ROUTE PERMIT		
Special Route Permit	Special Route Permit (Per Each Trip not on a Truck Route)	$50.00
HIGHWAY CROSSING PERMIT		
Highway Crossing Annual Permit	Annual Highway Crossing Permit	$50.00
RECLAIMING CHATTEL OR FIXTURE		
Sign (Sign area 1.44m2 or less)	Cost to reclaim	$50.00
Sign (Sign area 1.44m2 to 10m2)	Cost to reclaim	$100.00
Sign Removal	Sign area greater than 10m2	75.00/hr
Lifting Equipment	Charge per hour requiring lifting equipment	$150.00/hr
Permit Extension or Revision Fee	Charge for change requests to any active, issued Highway Use Permit type noted above (location, extension, duration, revised dates). Per occurrence.	$50.00
PAVEMENT CUT		
Pavement Reinstatement Fee	$75/m2, minimum charge $750, includes $15/m2 for "Pavement Degradation Fee: to compensate for reduction in pavement life caused by utility cuts	$85.00/m2, min. charge $750.00
Pavement Reinstatement Fee Township of Langley Works	$15/m2 for Pavement Degradation Fee	$15/m2
Pavement Penalty Charge	$50/m2, minimum charge $250. Would be billed to Permittee in cases where Permittee fails to notify Township with sufficient notice to inspect works in progress	$50.00/m2, min. charge $250.00
Urgent Pavement Repair Fee	Actual cost, minimum charge $2,250 [includes 3 hours work at $750/hr]. Charged to Permittee when Permittee fails to repair utility cut when notified to do so in a timely manner and where municipal crews are called in to perform the repairs	Actual cost, min. charge $2,250.00
LEGAL RESPONSE REVIEW FEES		
Signal Sequencing, Historical Markings/Signs and Similar Data Requests	Per Request	$400.00
SURVEY MONUMENTS		
Standard ISA Monument	Replacement & administration costs for Mascot published class B or C ISA P.Rock or P.Con Monument.	$3,000.00

TRANSPORTATION Fee Type	Description	Fees & Charges without tax
Legally Referenced / Standard ISA Monument	Replacement & administration costs for 2015 First Order Levelling Framework Network (FOLFN) Monument, Mascot published class B or C ISA P.Rock or P.Con Monument, where it's position with respect to legal boundaries has also been established on a legal plan by a BCLS.	$5,000.00
HPN ISA Monument	Replacement & administration costs for Mascot published class A high precision ISA P.Rock or P.Con Monument.	$8,000.00
Legally Referenced / HPN ISA Monument	Replacement & administration costs for Mascot published class A high precision ISA P.Rock or P.Con Monument, where it's position with respect to legal boundaries has also been established on plan by a BCLS.	$10,000.00
ELECTRIC VEHICLE CHARGERS		
Level 2 EVSE	Applies to the first two hours only. Price per hour	$1.00
	Applies to the third consecutive hour and all subsequent hours. Price per hour	$3.00
DC Fast Charger - Patron Use	This standard fee, consistent throughout BC, to recover cost of electricity.	$16.00/hour ($2 minimum charge)
INSPECTION FEE		
	Inspections related to all Permits within this schedule	$160.00 per inspection or re-inspection
SECURITY DEPOSIT		
	Where required, security deposit allowance for all permits in this schedule	As ordered by Engineer
MUNICIPAL ACCESS AGREEMENT PLAN APPROVAL FEE		
	For each single location	As per agreement
	For lineal installations <250m	$500.00
	For lineal installations >250m	$500 plus $50 for each additional 100m for anything greater than 250m
OVER STREET BANNERS		
Application Fee	For each individual installation	$50.00
Installation Fee	For each individual installation	$250.00
ADMINISTRATION FEE	Administration Fee on all services invoiced	15% (no maximum)

SCHEDULE 11. WATERWORKS

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

WATERWORKS Fee Type	Description	Fees & Charges without tax
Connection or Disconnection Application	A deposit, to be determined by an estimate, will be required in advance of work.	Cost
Water Connection Estimate Fee	Non-Refundable Estimate Fee	$150.00
Service Connection/Disconnection Fee - Residential Subdivision with no Servicing Agreement	Service connections/disconnections shall be provided at cost. For each residential subdivision connection/disconnection, a deposit, to be determined by an estimate wil be required. Such deposit will be no less than $5000	$5,000.00
Service Connection/Disconnection Fee - Non Residential Development with no Servicing Agreement	Service connections/disconnections shall be provided at cost. For each non residential connection/disconnection and metered connection, a deposit, to be determined by an estimate will be required. Such deposit will be no less than $7500.	$7,500.00
Connection Inspection Fee	Inspection Fee for connecting to a pre-existing water line	$160.00
Removal of Abandoned Services	Each removal of an abandoned water service requiring removal	At cost
Fire Hydrant Use - Assembly Rental	Application, meter and backflow assembly rental	$150.00
Fire Hydrant Use - Water Consumption	Minimum per day fee is $50.00. Rate for water use is four (4) times Metered Services rate. Provision of liability insurance for three (3) million dollars identifying the Township of Langley as additional insured.	$50.00
Inaccessible Meter	For each 7 day period, where meter remains inaccessible, a rate shall apply	$150.00
Special Meter Readings	For each special meter readings, a rate shall apply	$150.00
Meter Testing	For each meter testing	At cost
Meter Testing	Security deposit for each meter testing	$250.00
Water Restriction Exemption Permit: Residential	Permit (21 days) to authorize residential use of water for newly installed lawn or landscaping during Stage 1 and 2 water restrictions	$50.00
Water Restriction Exemption Permit: Family Residential	Permit (21 days) to authorize multi-family residential use of water for newly installed lawn or landscaping during Stage 1 and 2 water restrictions	$200.00
Water Restriction Exemption Permit: Commercial	Permit (21 days) to authorize commercial use of water for newly installed law or landscaping during Stage 1 and 2 water restrictions	$200.00
Water Restriction Exemption Permit: Nematode Applicaton	Permit (21 days) to authorize use of water for nematode application (supported by proof of nematode purchase or hiring of professional nematode application services)	$0.00
Administration Fee	Administration Fee on all services invoiced	15% (no maximum)
Aqualoader Fob Fee	For each new fob provided for the Aldergrove Aqualoader Terminal	20.00
Aqualoader Fob Replacement Fee	Fee to replace Aldergrove Aqualoader Terminal access fob	20.00

SCHEDULE 12. SEWER

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

SEWER Fee Type	Description	Fees & Charges without tax
Connection or Disconnection Application	A deposit, to be determined by an estimate, will be required in advance of work.	At Cost
Connection Reuse Application Fee	Application fee for each reuse of an existing service	$100.00
Sewer Connection Estimate Fee	Non-Refundable Estimate	$150.00
Connection Inspection Fee	Inspection Fee for connecting to a pre-existing sewer line	$160.00
Work Done at Cost	Where the Engineer determines that repair, or replacement, or service works are required to any part of the public or private system and the works are to be completed by Township staff or their contractors, and the expense is to be borne by the Owner.	At Cost
Administration Fee	Administration Fee on all services invoiced	15% (no maximum)

SCHEDULE 13. STORMWATER

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

STORMWATER Fee Type	Description	Fees & Charges without tax
Connection or Disconnection Application	A deposit, to be determined by an estimate, will be required in advance of work.	At Cost
Stormwater Connection Estimate Fee	Non-Refundable Estimate Fee.	$150.00
Connection Inspection Fee	Inspection fee for connection or disconnecting	$160.00
Administration Fee	Administration Fee on all services invoiced	15% (no maximum)

SCHEDULE 14 – DEVELOPMENT APPLICATION FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

DEVELOPMENT APPLICATION Fee Type	Description	Fees & Charges without tax
Zoning Bylaw (map amendment); Land Use Contract Discharge or Amendment (varying use or density); and/or Heritage Revitalization Agreement [1,2,3]	R, RU or SR zone	
	Initial application fee	$4,500.00
	Supplemental fee per proposed lot	$120.00
	RM zone	
	Initial application fee	$5,000.00
	Supplemental fee per proposed residential unit	$120.00
	CD zone	
	Initial application fee	$6,000.00
	Supplemental fee per m^2 of non-residential gross site area being rezoned plus	$1.20
	Supplemental fee per proposed residential lot or unit	$120.00
	C zone	
	Initial application fee	$4,500.00
	Supplemental fee per m^2 of non-residential gross site area being rezoned plus	$1.20
	Supplemental fee per proposed residential lot or unit	$120.00
	M zone	
	Initial application fee	$4,500.00
	Supplemental fee per m^2 of gross site area being rezoned	$0.75
	P zone	
	Initial application fee	$4,500.00
	Supplemental fee per proposed residential unit	$120.00
	MH-1 or FH-1 zone	
	Initial application fee	$3,800.00
	Supplemental fee per lot or unit	$120.00
Zoning Bylaw (text amendment)	Application fee	$4,150.00
Official Community Plan Amendment (map or text) and/or Neighbourhood Plan Amendment (map or text) and/or Sub-Neighbourhood Plan Amendment (map or text)[4]	Application fee	$6,000.00
Development Permit, Heritage Alteration Permit and/or Land Use Contract Amendment (not varying use or density)[5,6,7]	Initial application fee	$3,550.00
	Supplemental fee:	
	per m^2 of gfa for commercial and non-residential comprehensive development	$1.20
	per m^2 of gfa for industrial and rural development	$0.75

DEVELOPMENT APPLICATION Fee Type	Description	Fees & Charges without tax
	per m^2 of gfa for institutional	$0.30
	per proposed residential unit	$120.00
Development Variance Permit	Application fee	$3,550.00
Temporary Use Permit	Application fee	$3,550.00
Telecommunication Tower	Application fee	$3,550.00
Liquor Licencing	New Liquor Primary Licence and/or permanent relocation of an existing Liquor Primary Licence and/or Community Gaming Facility or Casino	$3,450.00
	Amendment to an existing Liquor Primary Licence	$2,150.00
	Manufacturer Licence (new or existing) requesting a lounge and/or special event area endorsement	$2,150.00
	Food Primary Licence involving temporary use area endorsement, hours of liquor service beyond 1:00am, or patron participation entertainment	$2,150.00
	Requests for confirmation of zoning compliance for any other Liquor Licencing applications	$215.00
ALR	Fees as established by the Agricultural Land Commission	
Subdivision	Conventional, Bareland Strata, Air Space and Strata Conversion application fee plus additional fee per lot proposed to be created	$3,600.00 $120.00
	Where an applicant makes a significant amendment to a subdivision application resulting in a new letter of decision; or a significant amendment to a letter of decision; or additional fee where a subdivision letter of decision is extended beyond the expiry date	$1,200.00
	Phased Strata Form P Approval	$1,200.00
	Phased Strata Form P Amendment	$500.00
	Phased Strata Plan Approval	$500.00
Streamside Protection and Enhancement Development Permit	Development Permit	$3,700.00
	Modification Request	$1,900.00
Energy Conservation and Reduction of Greenhouse Gas Emissions Development Permits	Application fee	$2,350.00
	Development Engineering Administration fee payable prior to final reading, final subdivision approval or permit issuance	$600.00
	Green Infrastructure Services Administration fee payable prior to final reading, subdivision approval or permit issuance	$1,200.00
	Landscape Re-inspection fee	$250.00
	File Research Request	$120.00
	Legal Document Review and/or Signing fee	$500.00
	Routley Environmental Monitoring fee[8] per unit being rezoned	$100.00
	Neighbourhood Planning Administration Fees[9] Southwest Gordon Estate[8] Fee per unit being rezoned.	$65.00

DEVELOPMENT APPLICATION Fee Type	Description	Fees & Charges without tax
Other	Routley[8] Fee per unit being rezoned.	$148.00
	Yorkson[8] Fee per unit being rezoned.	$143.00
	Walnut Grove Stage 9 (Redwoods) [8] Fee per unit being rezoned.	$165.00
	Carvolth Fee per gross acre being rezoned.	$2,266.00
	Northeast Gordon Estate[9] Fee per unit being rezoned.	$399.00
	Central Gordon Estate[8] Fee per unit being rezoned.	$164.00
	Latimer[8] Fee per unit being rezoned.	$149.00
	Smith[8] Fee per unit being rezoned.	$161.00
	Williams Fee per gross acre being rezoned.	$2,375.00
	Extraordinary Charges Development applications creating extraordinary costs for the Township shall reimburse the Township on the basis of: • For each additional staff report to Council greater than 3 • Township expense of obtaining extraordinary legal or other professional consultant advice needed to evaluate an application and • Municipal advertising, notification, facility rental and setup expenses incurred for additional or extended public hearings	$550.00 At cost At cost
Refundable Portion of Development Application Fees	Upon written request of the owner to withdraw an application: 1. 90% of the initial application fee shall be refunded if such request is received within 14 days of application or 2. $1,000.00 of initial application fee shall be refunded for an application to amend the Zoning Bylaw or OCP Bylaw if such request is received, or if Council declines the application, prior to referral to a Public Hearing	
Cannabis Retail Licence	New cannabis retail store and/or permanent relocation of an existing Cannabis Retail Licence	$3,450.00
	Amendment to an existing Cannabis Retail Licence	$2,150.00
	Requests for confirmation of zoning compliance for potential Cannabis Retail Licencing applications	$215.00

NOTES:

1 Supplemental fees payable prior to final reading of bylaw

2 Maximum application fee payable $25,000.00

3 Where one rezoning application proposes more than one zone the highest zone fee shall apply

DEVELOPMENT APPLICATION Fee Type	Description	Fees & Charges without tax

4 Where one application proposes to amend a Sub-Neighbourhood Plan, Neighbourhood Plan or Official Community Plan, only one fee is payable under this category

5 Supplemental fees payable prior to issuance of a building permit. Single family lots payable prior to issuance of Development Permit

6 Where an application incorporates a Development Variance Permit, each fee category applies

7 Maximum application fee payable $25,000.00

8 For a non-residential development, the fee is based on 10 units per gross acre

9 No administration fee is payable where lands are being rezoned for Civic Institutional P-1 purposes

SCHEDULE 16. AIRPORT

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW 2023 NO. 5852

AIRPORT Fee Type	Description	Fees & Charges without tax
Aircraft Parking		
Yearly Asphalt Tie-down Fee	Annual asphalt aircraft tie-down space	$1,323.00
Monthly Tie-down Fee	Monthly aircraft tie-down space	$165.38
Visitor Tie-down Fee	Single Day, overnight aircraft tie-down space	$10.48
Mail Service		
Annual Mailbox Rental Fee	Per unit, onsite community mailbox space	$165.00
Key Deposit	Refundable mailbox key deposit	$50.00
Key Replacement Fee	Mailbox key replacement	$30.00
Gate Access		
Avigilon Gate Access Card Fee	For each Airport access card, including replacements (must be pre-approved)	$19.05
Administration Fee	Administration Fee on all services invoiced	15% (no maximum)

SCHEDULE 17 RECREATION AND CULTURE
FEES AND CHARGES BYLAW 2007 NO. 4616
AMENDMENT BYLAW 2023 NO. 5852

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
Pool, Fitness, and Arena Admissions		
Single Admissions	Child	3.43
	Youth	4.33
	Adult	6.95
	Senior	5.14
	Super Senior	0.95
	Family	13.86
	Student	4.90
	Drop-in Hockey	7.00
	Loonie Admission	0.95
	Toonie Admission	1.90
10 Pass	Child	30.81
	Youth	38.86
	Adult	62.43
	Senior	46.33
	Super Senior	9.52
	Family	124.86
	Student	44.14
20 Pass	Child	54.76
	Youth	69.05
	Adult	111.00
	Senior	82.33
	Super Senior	19.00
	Family	222.00
	Student	78.43
1 Month	Child	34.24
	Youth	43.14
	Adult	69.38
	Senior	51.48
	Family	138.76
	Student	49.05
3 Months	Child	71.86
	Youth	90.62
	Adult	145.67
	Senior	108.05
	Family	291.33
	Student	102.95
1 Year	Child	246.38
	Youth	310.76
	Adult	499.48
	Senior	370.57
	Family	998.90
	Student	353.00

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
Youth Summer Pass	Youth Summer Pass	19.05
Waterpark Single Admissions	Child	4.90
	Youth	6.29
	Adult	9.95
	Senior	7.57
	Super Senior	0.95
	Family	19.71
	Student	7.14
Waterpark 10 Pass	Child	44.14
	Youth	56.52
	Adult	89.67
	Senior	67.95
	Super Senior	9.52
	Family	177.43
	Student	64.05
Waterpark 20 Pass	Child	78.43
	Youth	100.48
	Adult	159.38
	Senior	120.81
	Super Senior	19.00
	Family	315.43
	Student	113.81
Museum Admissions		
Single Admissions	Child	3.43
	Youth	4.33
	Adult	6.95
	Senior	5.14
	Super Senior	0.95
	Family	13.86
	Student	4.90
	Loonie Admission	0.95
	Toonie Admission	1.90
Yearly Membership	Child	8.09
	Youth	10.24
	Adult	16.28
	Senior	12.24
	Super Senior	2.52
	Family	31.81
	Student	11.62
Salishan Place by the River - opening 2023		
	Salishan Theatre - Commercial Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	1743.75

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
	Salishan Theatre - General Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	872.39
	Salishan Theatre - Commercial Hourly Rate	165.46
	Salishan Theatre - Private Hourly Rate	110.65
	Salishan Theatre - Non-Profit Hourly Rate	55.84
	Gallery - Exhibit Hall - capacity up to 150 - Commercial Hourly	180.56
	Gallery - Exhibit Hall- capacity up to 150 - Private Hourly	127.87
	Gallery - Exhibit Hall - capacity up to 150 - Non-Profit Hourly	75.24
	Roof Top Amenity - capacity up to 300 - Commercial Hourly	180.56
	Roof Top Amenity - capacity up to 300 - Private Hourly	127.87
	Roof Top Amenity - capacity up to 300 - Non-Profit Hourly	75.24
	Roof Top Amenity - capacity up to 300 - Commercial Uses Flat Rate (Fri/Sat) 12noon-2am	1743.79
	Roof Top Amenity - capacity up to 300 - General Uses Flat Rate (Fri/Sat) 12noon-2am	872.41
	Reception Hall - capacity up to 170 - Commercial Hourly	154.81
	Reception Hall - capacity up to 170 - Private Hourly	102.12
	Reception Hall - capacity up to 170 - Non-Profit Hourly	49.49
	Reception Hall - capacity up to 170 - Commercial Uses Flat Rate (Fri/Sat) 12noon-2am	1743.79
	Reception Hall - capacity up to 170 - General Uses Flat Rate (Fri/Sat) 12noon-2am	872.41
	Presentation Theatre - capacity 177 - Commercial Hourly	166.46
	Presentation Theatre - capacity 177 - Private Hourly	110.65
	Presentation Theatre - capacity 177 - Non-Profit Hourly	55.84
	Presentation Theatre - capacity 177 - Commercial Uses Flat Rate (Fri/Sat) 12noon-2am	1743.75
	Presentation Theatre - capacity 177 - General Uses Flat Rate (Fri/Sat) 12noon-2am	872.39
Amphitheatre at Salishan Place	Amphitheatre - capacity 175 - Commercial Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	1743.75
(Outdoor venue)	Amphitheatre - capacity 175 - General Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	872.39
	Amphitheatre - capacity 175 - Commercial Hourly	166.46
	Amphitheatre - capacity 175 - Private Hourly	110.65
	Amphitheatre - capacity 175 - Non-Profit Hourly	55.84
Swimming Pool Rentals		
	Aquaplay - Commercial Prime	597.64
	Aquaplay - Commercial Non- Prime	299.31
	Aquaplay - Private Prime	398.76

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
	Aquaplay - Private Non-Prime	199.88
	Aquaplay - Non-Profit Prime	199.88
	Aquaplay - Non-Profit Non-Prime	100.43
	Aquatic Club Meet - Non Profit 12.5m lane - Prime Hourly Rate	8.80
	Aquatic Club Meet - Non Profit 25m lane - Prime Hourly Rate	16.60
	Aquatic Club Meet - Non Profit 50m lane - Prime Hourly Rate	32.19
	Aquatic Club Meet - Commercial 12.5m lane - Prime Hourly Rate	24.39
	Aquatic Club Meet - Commercial 25m lane - Prime Hourly Rate	47.79
	Aquatic Club Meet - Commercial 50m lane - Prime Hourly Rate	94.57
	Beachside Green - Commercial Prime	597.64
	Beachside Green - Commercial Non- Prime	299.31
	Beachside Green - Private Prime	398.76
	Beachside Green - Private Non-Prime	199.88
	Beachside Green - Non-Profit Prime	199.88
	Beachside Green - Non-Profit Non-Prime	100.43
	Dive Tank Commercial - Prime Hourly Rate	81.27
	Dive Tank Commercial - Non Prime Hourly Rate	41.14
	Dive Tank Private - Prime Hourly Rate	54.51
	Dive Tank Private - Non Prime Hourly Rate	27.76
	Dive Tank Non-Profit - Prime Hourly Rate	27.76
	Dive Tank Non-Profit - Non-Prime Hourly Rate	14.38
	1/2 Dive Tank Commercial - Prime Hourly Rate	41.17
	1/2 Dive Tank Commercial - Non Prime Hourly Rate	21.10
	1/2 Dive Tank Private - Prime Hourly Rate	27.78
	1/2 Dive Tank Private - Non Prime Hourly Rate	14.39
	1/2 Dive Tank Non-Profit - Prime Hourly Rate	14.39
	1/2 Dive Tank Non-Profit - Non-Prime Hourly Rate	7.71
	Lazy River - Commercial Prime	796.51
	Lazy River - Commercial Non- Prime	398.76
	Lazy River - Private Prime	531.34
	Lazy River - Private Non-Prime	266.17
	Lazy River - Non-Profit Prime	266.17
	Lazy River - Non-Profit Non-Prime	133.59
	Leisure Pool - Commercial Prime	796.51
	Leisure Pool - Commercial Non-Prime	398.76
	Leisure Pool - Private Prime	531.34
	Leisure Pool - Private Non-Prime	266.17
	Leisure Pool - Non-Profit Prime	266.17
	Leisure Pool - Non-Profit Non-Prime	133.59

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
Pacific Lagoon (ACUCC specific)	Shallow Tank 10m-12.5m - Commercial Prime Hourly Rate	81.27
	Shallow Tank 10m-12.5m - Commercial Non-Prime Hourly Rate	41.14
	Shallow Tank 10m-12.5m - Private Prime Hourly Rate	54.51
	Shallow Tank 10m-12.5m - Private Non-Prime Hourly Rate	27.76
	Shallow Tank 10m-12.5m - Non-Profit Prime Hourly Rate	27.76
	Shallow Tank 10m-12.5m - Non-Profit Non-Prime Hourly Rate	14.38
	Pool Lane 10m-12.5m - Commercial Prime Hourly Rate	21.95
	Pool Lane 10m-12.5m - Commercial Non-Prime Hourly Rate	11.50
	Pool Lane 10m-12.5m - Private Prime Hourly Rate	14.95
	Pool Lane 10m-12.5m - Private Non-Prime Hourly Rate	8.01
	Pool Lane 10m-12.5m - Non-Profit Prime Hourly Rate	8.01
	Pool Lane 10m-12.5m - Non-Profit Non-Prime Hourly Rate	4.50
	Pool Lane 17.5m - Commercial Prime Hourly Rate	32.35
	Pool Lane 17.5m - Commercial Non-Prime Hourly Rate	16.71
	Pool Lane 17.5m - Private Prime Hourly Rate	21.90
	Pool Lane 17.5m - Private Non-Prime Hourly Rate	11.45
	Pool Lane 17.5m - Non-Profit Prime Hourly Rate	11.45
	Pool Lane 17.5m - Non-Profit Non-Prime Hourly Rate	6.25
	Pool Lane 25m - Commercial Prime Hourly Rate	42.91
	Pool Lane 25m - Commercial Non-Prime Hourly Rate	21.95
	Pool Lane 25m - Private Prime Hourly Rate	28.96
	Pool Lane 25m - Private Non-Prime Hourly Rate	14.95
	Pool Lane 25m - Non-Profit Prime Hourly Rate	14.95
	Pool Lane 25m - Non-Profit Non-Prime Hourly Rate	8.01
	Pool Lane 50m - Commercial Prime Hourly Rate	84.81
	Pool Lane 50m - Commercial Non-Prime Hourly Rate	42.90
	Pool Lane 50m - Private Prime Hourly Rate	56.85
	Pool Lane 50m - Private Non-Prime Hourly Rate	28.96
	Pool Lane 50m - Non-Profit Prime Hourly Rate	28.96
	Pool Lane 50m - Non-Profit Non-Prime Hourly Rate	14.95
	Tidal Pool with Video - Commercial Prime	796.51
	Tidal Pool with Video - Commercial Non- Prime	398.76
	Tidal Pool with Video - Private Prime	531.34
	Tidal Pool with Video - Private Non-Prime	266.17
	Tidal Pool with Video - Non-Profit Prime	266.17
	Tidal Pool with Video - Non-Profit Non-Prime	133.59
	Waterslides - Commercial Prime	796.51
	Waterslides - Commercial Non-Prime	398.76
	Waterslides - Private Prime	531.34
	Waterslides - Private Non-Prime	266.17
	Waterslides - Non-Profit Prime	266.17
	Waterslides - Non-Profit Non-Prime	133.59
	Wave Pool - Commercial Prime	796.51
	Wave Pool - Commercial Non-Prime	398.76

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
	Wave Pool - Private Prime	531.34
	Wave Pool - Private Non-Prime	266.17
	Wave Pool - Non-Profit Prime	266.17
	Wave Pool - Non-Profit Non-Prime	133.59
	Pool Beach Area - Commercial Prime Hourly Rate	84.70
	Pool Beach Area - Commercial Non-Prime Hourly Rate	42.85
	Pool Beach Area - Private Prime Hourly Rate	56.84
	Pool Beach Area - Private Non-Prime Hourly Rate	28.85
	Pool Beach Area - Non-Profit Prime Hourly Rate	28.85
	Pool Beach Area - Non-Profit Non-Prime Hourly Rate	14.99
	Full Waterpark area - Commercial Prime Hourly	3047.68
	Full Waterpark area - Commercial Non-Prime Hourly Rate	1528.63
	Full Waterpark area - Private Prime Hourly Rate	2035.08
	Full Waterpark area - Private Non-Prime Hourly Rate	1022.20
	Full Waterpark area - Non-Profit Prime Hourly Rate	1022.20
	Full Waterpark area - Non-Profit Non-Prime Hourly Rate	516.05
Arena Ice		
	Commercial - Prime Hourly Rate	509.57
	Commercial - Non-Prime Hourly Rate	294.41
	Private - Prime Hourly Rate	419.01
	Private - Non-Prime Hourly Rate	235.08
	Non-Profit - Prime Hourly Rate	158.17
	Non-Profit - Non-Prime Hourly Rate	96.31
	Junior Hockey Game/Practice - Season-Prime Hourly Rate	189.19
	Junior Hockey Game - Playoff-Prime Hourly Rate,**plus $1.00 per person over first 500	189.19
	Junior Hockey Practice - Season- Non-Prime Hourly Rate	110.14
Arena Dry Floor		
	Commercial - Prime Hourly Rate	199.27
	Commercial - Non-Prime Hourly Rate	119.96
	Private - Prime Hourly Rate	98.92
	Private - Non-Prime Hourly Rate	59.77
	Non-Profit - Prime Hourly Rate	51.85
	Non-Profit - Non-Prime Hourly Rate	31.51
	Senior "A" Lacrosse - Prime Hourly Rate	125.27
Curling Ice		
	Commercial - Prime Hourly Rate/sheet	44.31
	Adult - Prime Hourly Rate/sheet	38.47
	Youth - Prime Hourly Rate/sheet	18.99
	Senior - Prime Hourly Rate/sheet	20.88
	Commercial - Non-Prime Hourly Rate/sheet	26.98
	Adult - Non-Prime Hourly Rate/sheet	23.10
	Youth - Non-Prime Hourly Rate/sheet	11.79
	Senior - Non-Prime Hourly Rate/sheet	12.93
Curling Dry Floor		
	Commercial - Prime Hourly Rate	85.20
	Adult - Prime Hourly Rate	43.11

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
	Youth - Prime Hourly Rate	30.97
	Senior - Prime Hourly Rate	33.38
	Commercial - Non-Prime Hourly Rate	51.52
	Adult - Non-Prime Hourly Rate	26.25
	Youth - Non-Prime Hourly Rate	18.98
	Senior - Non-Prime Hourly Rate	20.44
Sports Box Class A1 GPC	Commercial Hourly	162.49
Includes contribution to park asset replacement reserve fund.	Private Hourly	95.18
	Non-Profit Adult Hourly	56.21
	Non-Profit Youth Hourly	29.34
Facility Rentals		
Aerobic Rooms		
	Aerobics Room - Commercial Hourly	116.47
	Aerobics Room - Private Hourly	77.97
	Aerobics Room - Non-Profit Hourly	39.50
Gymnasiums		
	Gymnasium - Full - Double Gym Non-Prime Private	103.20
	Gymnasium - Full - Double Gym Non-Prime Non-Profit	52.11
	Gymnasium - Half - Single Gym Non-Prime Private	52.11
	Gymnasium - Half - Single Gym Non-Prime Non-Profit	26.55
	Gymnasium - Quarter - Half Gym Non-Prime Private	26.55
	Gymnasium - Quarter - Half Gym Non-Prime Non-Profit	13.78
	Gymnasium - Full - Double Gym - Prime Commercial Hourly	307.62
	Gymnasium - Full - Double Gym - Prime Private Hourly	205.41
	Gymnasium - Full - Double Gym - Prime Non-Profit Hourly	103.20
	Gymnasium - Half - Single Gym - Prime Commercial Hourly	154.31
	Gymnasium - Half - Single Gym - Prime Private Hourly	103.20
	Gymnasium - Half - Single Gym - Prime Non-Profit Hourly	52.11
	Gymnasium - Quarter - Half Gym - Prime Private	52.11
	Gymnasium - Quarter - Half Gym - Prime Non-Profit	26.55
	Gymnasium - Elementary School - Commercial Hourly	154.31
	Gymnasium - Elementary School - Private Hourly	103.20
	Gymnasium - Elementary School - Non-profit Hourly	52.11
	Gymnasium - Middle School - Commercial Hourly	171.65
	Gymnasium - Middle School - Private Hourly	114.76
	Gymnasium - Middle School - Non-profit Hourly	57.88
High Performance Area		
Willoughby Community Centre	High Performance Area - Commercial Hourly Rate	116.47
	High Performance Area - Private Hourly Rate	77.97
	High Performance Area - Non-Profit Hourly Rate	39.50

RECREATION and CULTURE Fee Type	Description	Proposed Fees & Charges without tax
Lobbies		
	Lobby - Commercial Hourly Rate	41.05
	Lobby - Private Hourly Rate	32.08
	Lobby - Non-Profit Hourly Rate	16.54
Civic Facility	Lobby - Commercial Hourly Rate	47.69
	Lobby - Private Hourly Rate	32.11
	Lobby - Non-Profit Hourly Rate	16.55
	Fraser River Theatre - Commercial Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	1743.75
	Fraser River Theatre - General Use Booking Flat Rate (Fri & Sat) 12 noon to 2:00 am	872.39
	Fraser River Theatre - Commercial Hourly Rate	165.46
	Fraser River Theatre - Private Hourly Rate	110.65
	Fraser River Theatre - Non-Profit Hourly Rate	55.84
Facility Specific		
ACUCC	Roof Deck - capacity up to 60 - Commercial Hourly	143.25
	Roof Deck - capacity up to 60 - Private Hourly	95.83
	Roof Deck - capacity up to 60 - Non-Profit Hourly	48.42
Indoor Walking Track	Two Lanes - Commercial Hourly	25.43
	Two Lanes - Private Hourly	17.28
	Two Lanes - Non-Profit Hourly	9.15
Multipurpose Rooms		
	Capacity up to 45 - Commercial Hourly	47.72
	Capacity up to 45 - Private Hourly	32.16
	Capacity up to 45 - Non-Profit Hourly	16.60
	Capacity up to 80 - Commercial Hourly	72.15
	Capacity up to 80 - Private Hourly	48.44
	Capacity up to 80 - Non-Profit Hourly	24.73
	Capacity up to 133 - Commercial Hourly	83.45
	Capacity up to 133 - Private Hourly	55.95
	Capacity up to 133 - Non-Profit Hourly	28.50
George Preston Recreation Centre	Lower Lounge - Commercial Hourly	48.13
	Lower Lounge - Private Hourly	32.41
	Lower Lounge - Non-Profit Hourly	16.72
	Multipurpose Room - capacity up to 133 - Commercial Uses	660.30
	Multipurpose Room - capacity up to 133 - Non-Profit Uses Flat Rate 12noon-2am	220.80
	Multipurpose Room - capacity up to 133 - Private Use Flat Rate 12noon-2am	440.55

Township of Langley

Est. 1873

REPORT TO
MAYOR AND COUNCIL

PRESENTED:	FEBRUARY 27, 2023 – REGULAR MEETING	**REPORT:**	23-27
FROM:	ENGINEERING DIVISION	**FILE:**	5320-020-SWR21-02
SUBJECT:	SANITARY SEWER LOCAL AREA SERVICE 24 TO 28 AVENUE AND 204 TO 208 STREET		

RECOMMENDATION:

That Council give first, second and third reading to Local Area Service Bylaw 2022 No. 5768 Amendment Bylaw No. 5847.

EXECUTIVE SUMMARY:

The Township of Langley received a request for a Local Area Service (LAS) for the expansion of the municipal sanitary sewer system. The proposed LAS includes 47 benefitting properties, including one owned by Langley School District 35, and involves construction of sanitary sewer infrastructure along 204 Street, 24 Avenue, and 206 Street (the LAS Project).

Township of Langley Local Area Service Bylaw No. 5768 for design and construction of the LAS Project was adopted by Council on February 28, 2022 with an authorized budget of $2,647,000 and an allowable variance of up to 15% ($3,044,050), pursuant to the Local Area Services and Business Improvement Area Services Policy (the Policy).

There have been changes to the market conditions affecting the estimated cost of the LAS Project since its initial estimate. The most recent Class C cost estimate for the LAS Project has increased to $3,800,000 for design and construction. Accordingly, an official re-petition was circulated, pursuant to the Policy and consistent with the enabling provincial legislation, with a revised budget estimate of $3,800,000. The original length and scope of the LAS Project remains unchanged.

Voting for the official re-petition closed on February 6, 2023, with 30 properties expressing support for the LAS Project. These properties represent 63% support of the parcels and 68% of the total assessed land value of land and improvements in the benefitting area. The Township Clerk has determined that the official re-petition is sufficient in accordance with the requirements of the Community Charter, SBC 2003 c 26 and the Policy.

During the official re-petition, a petition against the LAS was submitted by some property owners on 206 Street. Staff have confirmed with legal counsel that should direction be provided to amend the benefitting area, this would require a restart of the petition process in its entirety. Subject to Council's approval of Local Area Service Bylaw No. 5768 Amendment Bylaw No. 5847, staff will proceed with design and construction of the LAS Project.

PURPOSE:

The purpose of this report is to seek Council's authorization to provide the necessary readings and subsequent adoption of Local Area Service Bylaw 2022 No. 5768 Amendment Bylaw No. 5847.

BACKGROUND/HISTORY:

The Township of Langley received a request from a property owner in the 20600 block of 24 Avenue, requesting initiation of a Local Area Service (LAS) for the expansion of the municipal sanitary sewer system. The proposed LAS includes 47 benefitting properties (including one property owned by School District 35) and involves construction of sanitary sewer along 204 Street, 24 Avenue and 206 Street (LAS Project). Attachment A shows a site plan for the proposed local area service.

To ensure the benefitting properties can be serviced by gravity to the intersection of 28 Avenue and 204 Street pursuant to Township bylaws and sound engineering principles, the proposed length of sewer along 206 Street is limited based on the existing elevation of the trunk sewer at 28 Avenue and 204 Street and elevations of the property and homes.

The catchment area for the sewer was evaluated in conjunction with the Engineering Services Plan and the designated land use for the area. The sewer has been sized accordingly and will be adequate for the current and future needs.

DISCUSSION/ANALYSIS:

There have been changes to the market conditions affecting the estimated cost of the LAS Project since the original estimate was completed prior to the preliminary petition in March 2021. Preliminary design work has been completed through an external consultant along with an updated cost estimate. The most recent Class C cost estimate for the project is $3,800,000 for design and construction of the proposed LAS.

Cost Estimate Breakdown	
Sanitary Sewer Works	$2,860,000
Engineering	$300,000
Contingency (15%)	$470,000
Administration Fee	$150,000
Total (Rounded)	**$3,800,000**

Accordingly, as required pursuant to the Policy and consistent with the enabling provincial legislation, an official re-petition was circulated with a revised budget estimate of $3,800,000. Voting for the official re-petition closed on February 6, 2023. Below is a summary of the results:

Official Petition		
	Votes	Percentage
In Favour	30	63.8%
Not in Favour	8	17.0%
Did not Submit	9	19.1%

Of the 47 benefitting properties, 30 voted in favour, eight were against the LAS Project, and nine did not submit. The 30 properties in favour represent 63.8% of the parcels and 67.7% of the total assessed value of land and improvements in the benefitting area.

During the official re-petition, a petition against the LAS was submitted by some of the property owners on 206 Street. The petition against the proposed LAS was signed by homeowners with benefitting properties that only front 206 Street. The petition against the LAS is included as Attachment B for information. Staff have confirmed with legal counsel that should direction be provided to amend the benefitting area, this would require a restart of the petition process in its entirety.

The Township Clerk has determined the official re-petition support is sufficient in accordance with the Community Charter, SBC 2003 c 26 and the Policy. The Certificate of Sufficiency is included as Attachment C. Should Council adopt Local Area Service Bylaw 2022 No. 5768 Amendment Bylaw 5847, staff will proceed with the design and construction of the LAS Project.

Financial Implications:

The estimated cost of the LAS Project is $3,800,000 and will be recovered from benefitting property owners. Property owners will have the option to pay their share upon project completion as a lump sum payment or have it added to their property tax statement over 20 years, pursuant to applicable regulations and policies. The interest rate has been set at 2.86%, which is equivalent to the Municipal Finance Authority of British Columbia's 20-year Capital Financing Rate, at the time the official petition was authorized, plus 0.25% in accordance with the Policy.

Budget authority for the project will be included in the 2023-2027 Financial Plan. The local Improvement Reserve is not sufficient to fund this work. Therefore, funding for this local area service project is proposed to come from a 20-year debt issue through the Municipal Finance Authority pursuant the following two sections:

Section 217(1)(a) of the Community Charter states the following,

> *If all of the costs of borrowing for the purposes of a local area service are to be recovered by a local service tax, the loan authorization bylaw does not require the approval of the electors under section 180, but it may only be adopted if, the borrowing has been proposed by petition in accordance with section 212 [petition for local area service],*

Since all part of the costs of borrowing are to be repaid by the owners of the benefitting properties in the local service area, the benefitting property owners of the local service area must approve the borrowing to establish the local area service.

Section 212(2)(d) states the following:

> *Each page of a petition for a local area service must do the following:*
> *If it is proposed that the municipality borrow for the purposes of the service and all or part of the costs of borrowing are to be recovered by means of a local service tax, indicate*
> *i. The total amount proposed to be borrowed under the bylaw,*
> *ii. The maximum term for which the debenture may be issued, and*
> *iii. The portion of those costs that are to be recovered by a local service tax.*

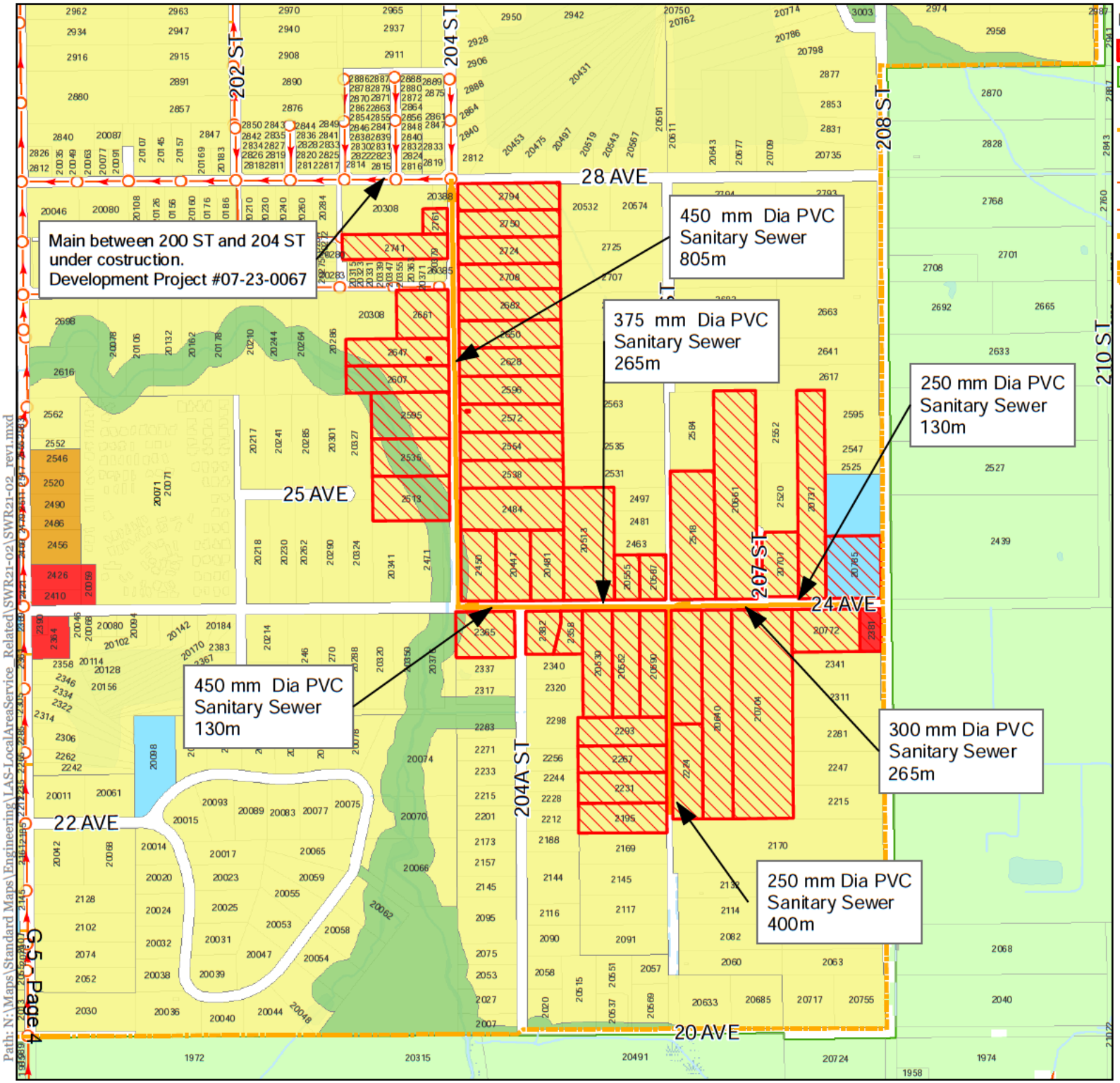
Respectfully submitted,

Richard Welfing
MANAGER, ENGINEERING SERVICES
for
ENGINEERING DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
FINANCE DIVISION	S. Ruff

ATTACHMENT A Local Area Service Site Plan
ATTACHMENT B 206 Street Petition Against LAS
ATTACHMENT C Certificate of Sufficiency



Legend

- Properties Benefiting from LAS (47)
- ALR - Agricultural Land Reserve
- Existing Sanitary Manhole
- Existing Sanitary Connection
- c end cap
- Existing Sanitary Main
- Preliminary sanitary main
- Proposed Sanitary Sewer Main
- Brookswood / Fernridge Community Plan Boundary

Community Plan Designations

Land Use

- Comprehensive Development
- Business Office Park
- Heavy Industrial
- Institutional
- Light Industrial
- Commercial
- Mixed Use
- Mixed Residential
- Multi Family Residential
- Single Family Residential
- Rural
- Park Green Space
- Golf Course
- Unknown
- Other

N W E S

0 100 200 400 Meters

Disclaimer: The data provided had been compiled from various sources and is not warranted as to its accuracy or sufficiency by the Township of Langley. The user of this information is responsible for confirming its accuracy and sufficiency.

Version Date: Monday, February 7, 2022

Township of Langley

Local Area Service (LAS)
Key Plan
SWR21-02
28 AVE and 204 ST
to
24 AVE and 208 ST

ATTACHMENT G.5

Path: N:\Maps\Standard Maps\Engineering\LAS-LocalAreaService_Related\SWR21-02\SWR21-02_rev1.mxd

RECEIVED
JAN 31 2023

Petition to (Action)

Petition Summery: Local Aera Service (LAS)

Key Plan SWR21-02

28 Ave and 204 Street to 24 Ave and 208 Street

Action Petition For: *We the undersigned are concerned citizens who urge our leaders to act now to:*

Stop the Township of Langley from installing a new sewer system strongly opposed by the residence of 206th street Langely B.C.

Date	Signature	Printed Name	Address	Comment
Jan 29/23	FOIPPA s.22(1)			Not needed
Jan 29/23				Not Needed
Jan 29/23				No Use.
Jan 29/23				No use to us.
Jan 29/23				Not needed, 20 yr Resident.

ATTACHMENT B
G.5

To whom it may concern,

We the residents of 206 street are asking you to consider stopping the proposed sewer system from coming down our street. We are all long-time residents of this area and are not needing any new development. The added expense, (when not necessary) is a hardship for most people involved. We are now taking action with a petition to stop this new proposal.

The residents of 206th St. Langley BC

ATTACHMENT C

Township of Langley

Est. 1873

CERTIFICATE OF SUFFICIENCY

LOCAL AREA PETITION

SANITARY SEWER LOCAL AREA SERVICE PROJECT: SWR21-02 28 AVENUE AND 204 STREET TO 24 AVENUE AND 208 STREET

Pursuant to Section 212 of the *Community Charter*, I hereby certify that the attached petition to the Township of Langley Council for Sanitary Sewer Local Area Service Project: SWR21-02 28 Avenue and 204 Street to 24 Avenue and 208 Street, which includes 47 properties meet the requirements and contains the following:

1) the petition is signed by 63.8% of the owners of the parcels that would be subject to the local service tax; (s.212 (3)a - at least 50% is required) and
2) the persons signing are the owners of parcels that in total do represent at least 50% of the assessed value of land and improvements that would be subject to the local service tax; (s.212 (3)b) and
3) that each page of the petition contains the necessary information as outlined in Section 212 (2) of the *Community Charter*.

The petition, having met the requirements as provided by the *Community Charter*, I declare as sufficient to proceed for the purpose of a Sanitary Sewer Local Area Service Project for the 47 benefitting properties between 28 Avenue and 204 Street and 24 Avenue and 208 Street.

Declared at Langley, British Columbia
This 9th day of February, 2023.

W. Bauer
Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LOCAL AREA SERVICE BYLAW 2022 NO. 5768

AMENDMENT BYLAW NO. 5847

EXPLANATORY NOTE

Bylaw No. 5847 provides amendments to Local Area Service Bylaw 2022 No. 5768 as a result of an increase in the estimated cost of the work.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LOCAL AREA SERVICE BYLAW 2022 NO. 5768

AMENDMENT BYLAW NO. 5847

WHEREAS it is deemed necessary and desirable to amend Local Area Service Bylaw 2022 No. 5768;

NOW THEREFORE, the Council of the Corporation of the Township of Langley in open meeting, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Local Area Service Bylaw 2022 No. 5768 Amendment Bylaw No. 5847”.

2. The “Local Area Service Bylaw 2022 No. 5768” is amended:

   (a) Section 8 Replaced with

   The estimated project cost of the Local Area Service is $3,800,000. The Director of Finance is hereby authorized to appropriate the funds necessary to construct the Local Area Service from the Local Area Service Reserve, up to a maximum of $4,370,000 ($3,800,000 plus 15%).

   (b) Section 11 Replaced with

   The Local Service Tax, along with the Interest Rate shall be levied annually on parcels located within the Local Service Area for a period of up to 20 years, commencing in 2024, if the Local Area Service project is completed by February 15, 2024, or in 2025 if the Local Area Service is not completed by February 15, 2024.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TREE PROTECTION BYLAW 2019 NO. 5478

AMENDMENT BYLAW NO. 5838

EXPLANATORY NOTE

Bylaw No. 5838 amends Tree Protection Bylaw No. 5478 by providing for exemptions within building envelopes, driveway locations, for dead and dying trees, removing the requirement for replacement trees by providing provisions for cash-in-lieu, and removing the requirement to demonstrate undue hardship.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TREE PROTECTION BYLAW 2019 NO. 5478

AMENDMENT BYLAW NO. 5838

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Tree Protection Bylaw 2019 No. 5478 Amendment Bylaw No. 5838".

2. The "Tree Protection Bylaw 2019 No. 5478" as amended is further amended by:

   A. Amending Definitions in Section 2 as follows:
      a) In the definition of "Arborist Report", deleting from b) after the words "or *protected trees.*" the words "*Protected trees* are only approved for removal if they are dead, dying, damaged, diseased or in decline beyond expectations of recovery, in *imminent failure*, or have unresolvable conflicts with building or utilities"
      b) Amending the Definition of "Critical Root Zone" by replacing the number "8" with the number "6".
      c) Deleting the definition of "General Manager" in its entirety.
      d) Replacing the definition of "Hedge" with the following:
      "Hedge" means a row of three or more *protected trees*, where the distance between the outside of one trunk and the next is 2 metres or less adjacent to the next tree, that are pruned and maintained for the purpose of forming a continuous dense screen for privacy, fencing and/or boundary definition that is no more than 10 metres in height.
      e) Amending the definition of "Municipality" by adding after the words "Township of Langley" the words "including its staff authorized by Council to carry out the powers and duties outlined in this Bylaw."
      f) Amending the definition of "Protected Tree" by
         i) deleting 'c) a specimen tree;'
         ii) renumbering subsequent clauses d) and e) to c) and d)
         iii) adding to the newly numbered clause c) after the words "ii. osprey", the words "iii. pileated woodpecker;" and renumbering subsequent clauses "iii. and iv." to "iv. and v."
      g) Deleting the definition of "Replacement Tree" in its entirety.
      h) Deleting the definition of "Specimen Tree" in its entirety.
      i) Amending the definition of "Tree Protection Barrier" by replacing the words "Schedule "B"" at the end of the definition with "Schedule "A"".
      j) Deleting the definition of "Undue Hardship" in its entirety.

   B. Throughout the document replacing the words "General Manager" or "General Manager, or his or her duly authorized representative" with the words "Municipality".

   C. In Section 5.1, deleting the last sentence "Without limiting the generality of the foregoing; this section includes *replacement trees.*"

D. In Section 5.3 by adding the words after the words “in Section 6”, the words “and Section 8”.

E. In Section 5.4, deleting sections 5.4 a), c) and d), renumbering existing section 5.4 b to 5.4 a), and 5.4 e) to 5.4 b), and adding new sections c), d), e), f) and g) as follows:

c) Where the *Owner* submits an application for tree removal supported by photographic evidence that the tree(s) are dead, dying, damaged, diseased or in decline beyond expectations of recovery;

d) Where the *Owner* submits an application for tree removal for a *protected tree* in *imminent failure;*

e) Where the *Owner* submits an application for tree removal related to a building permit application permitted by Zoning Bylaw 1987 No 2500 as amended or replaced from time to time, or amended by an approved Board of Variance application, and where the building envelope or septic field layout, location, or shape will impact the viability of the *protected tree*;

f) Where the *Owner* submits an application for tree removal related to a driveway application permitted by the Highway and Traffic Bylaw 2020 No 4758, as amended or replaced from time to time, where the driveway layout, location, or shape will impact the viability of the *protected tree*; or

g) Where the *protected tree*, by virtue of its size and species, is inappropriate for its location, supported by an *Arborist report* which documents the reasons that the protected tree, by virtue of its size, species, and location is inappropriate, all to the satisfaction of the *Municipality*.

F. By deleting Section 5.5 in its entirety.

G. In Section 6.1 f) add the word *“tree”* after the word “the” at the beginning of the section.

H. In Section 7.3 deleting the words “no less than 72 hours prior to and”.

I. Replacing Section 8.1 in its entirety with the following:

8.1 Every application for a *permit* shall be made in writing to the *Municipality* and shall include:

a) a non-refundable application fee in the amount set in the Fees and Charges Bylaw 2007 No. 4616, as amended or replaced from time to time;

b) a tree cutting plan drawn to approximate scale identifying:

A. the boundaries of the subject *parcel*;

B. any abutting streets, lanes or public access rights of way;

C. the location of existing buildings and structures;

D. the location, species and *dbh* of those *protected trees* proposed to be *cut or removed*;

E. the location, species and *dbh* of those *protected trees* proposed to be retained and protected; and

F. the location of significant topographic and hydrographic features and other pertinent site information;

c) the street location and legal description;

d) the consent in writing of the registered owner of the property, if different from the applicant, authorizing the applicant to act as the owner's agent;

e) the methods proposed for control of drainage and erosion impacts during and after the *protected tree cutting or removal*;

f) the proposed methods for disposal of wood waste and other debris;

g) the proposed methods of noise and dust control during the *protected tree cutting or removal* operation;

h) the proposed completion dates for *protected tree cutting or removal*;

i) the following documents, plans and information relating to the proposed cutting *or removal* of a *protected tree*:

i In *imminent failure,* dead, dying, damaged, diseased, or in decline beyond expectations of recovery:

A. photographic evidence*;*

ii *inappropriate* for its species, size, or location:

A. an *Arborist report*;

j) Upon submission and review of any application that requires an *Arborist report,* the *Municipality* may ask for further and specific information as deemed necessary and at their sole discretion, in order to evaluate the *Arborist Report* and/or the rationale for proposed removal of any *protected tree* or *protected trees* for its species, size and location*;* and

k) the *Municipality* may also request, as applicable:

i a *report* prepared by a professional engineer, professional biologist or certified arborist with experience in, as the circumstances require, geotechnical engineering, hydrology or tree management, certifying that the proposed *cutting or removal* of the *protected tree* will not create an adverse impact including flooding, erosion, land slip or contamination of a *stream*;

ii *where* the site of the tree *cutting or removal* is on a *parcel* adjacent to or containing any part of a *stream*, a survey plan prepared by a BC Land Surveyor or professional engineer showing the top-of-bank of such *stream*; and

iii any applicable Federal or Provincial submissions for approvals, including a Bird Nesting Survey if removing a *protected tree* between March 15 and August 31 as per the Wildlife Act (British Columbia) and its regulations.

J. In Section 9 by:

a) Replacing Section 9.1 in its entirety with the following:
9.1 As a condition of issuing a *permit* issued under Sections 5.4 e), and f) of this bylaw, it is required that a cash-in-lieu payment, as outlined in Fees and Charges Bylaw 2007 No 4616 as amended or replaced from time to time, shall be paid to the *Municipality* to fulfil the replacement tree requirement at a future date on a Municipally owned property, in a location

designated by the Municipality. The number of replacement trees to be provided by cash-in-lieu shall be as follows:

a) *Protected trees* with a *dbh* of between 20 and 30 centimetres is 1 to 1; and
b) *Protected trees* with a *dbh* of between 31 centimetres or greater is 2 to 1.
If a *protected tree* or *protected trees* located on any *parcel* from part of a *hedge*, the *Municipality* may require that less than one replacement tree be provided for each *protected tree* that is cut.

b) Deleting Sections 9.2 through 9.7 in their entirety

K. In Section 12.1 by deleting the words “and replacement”.

L. In Section 13.1 c) by replacing the words “Schedule “B”” with the words “Schedule “A””.

M. In Section 14.2
   a) by adding to the end of 14.2 a), after the words ‘or a building permit;” the word “or”
   b) by deleting b) “when *replacement trees* have been planted as required by this bylaw; or”
   c) by renumbering existing section c) to b).

N. By deleting Section 14.4 in its entirety.

O. In Section 15.1 replacing the words “Schedule “C” with the words “Schedule B”.

P. In Section 19.2, after the words “by this bylaw”, by deleting the words “or more than one (1) *protected tree* is not replaced or maintained in accordance with a *permit* issued under this bylaw,”.

Q. By adding the following words in Section 19.7, after the words “of such requirement from *Municipality,* shall” the words “provide a cash-in-lieu payment as outlined in Fees and Charges Bylaw 2007 No. 4616 as amended or replaced from time to time, for a minimum of four (4) trees for each *protected tree* unlawfully cut, removed, or damaged, or other such number of trees as determined by the *Municipality.*

R. By deleting Section 19.7 a) and b) in their entirety.

S. By deleting Schedule A to Bylaw No. 5478 in its entirety

T. By renaming “Schedule B to Bylaw No. 5478” to “Schedule A to Bylaw No. 5478” and adding the following after the words “8. Retained trees to be watered to ensure tree health.”
   “9. Where the critical root zone of a tree is within 4m from any excavation, demolition, construction, fill, or engineering works proposed on a lot, the Owner shall install a tree protection barrier around the critical root zone.
   10. Where the critical root zone of a tree on an adjacent lot is within 4m from any excavation, demolition, construction, fill, or engineering works proposed on a

lot, the Owner shall install a tree protection barrier around the critical root zone to the property line of the Owner's lot."

U. By renaming "Schedule C to Bylaw No. 5478" to "Schedule B to Bylaw No. 5478".

READ A FIRST TIME the	13	day of	February	, 2023
READ A SECOND TIME the	13	day of	February	, 2023
READ A THIRD TIME the	13	day of	February	, 2023
ADOPTED the		day of		, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW NO. 5841

EXPLANATORY NOTE

Bylaw No. 5841 amends Fees and Charges Bylaw 2007 No. 4616 by amending Section 15 Tree Protection to provide no fee or cash-in-lieu requirements for trees in imminent failure, dead, dying, diseased or in decline beyond expectations of recovery, to specify cash-in-lieu requirements for replacement trees, and to remove the requirement for security deposits for replacement trees.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

FEES AND CHARGES BYLAW 2007 NO. 4616

AMENDMENT BYLAW NO. 5841

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Fees and Charges Bylaw 2007 No. 4616 Amendment Bylaw No. 5841".

2. The "Fees and Charges Bylaw 2007 No. 4616" as amended is further amended by:

   A. Replacing the table in Schedule 15. Tree Protection with the following:

TREE PROTECTION Fee Type	**Description**	**Fees & Charges without tax**
Tree Protection Application Fee	Protected tree cut or remove application fee (non-refundable)	$150.00
Tree Protection Application Fee to cut or remove a protected tree in imminent failure or a tree that is dead, dying, damaged, diseased or in decline beyond expectations of recovery	Protected tree in imminent failure, dead, dying, damaged, diseased, or in decline beyond expectations of recovery	No Fee
Cash-In-Lieu Fee for removed trees (per tree)	Imminent Failure	No Fee
	Dead, Dying, Damaged, Diseased, In Decline Beyond Expectations of Recovery	No Fee
	Building Envelope, Driveway or Septic Field Conflicts, trees that are inappropriate for their species, size or location, or protected trees removed without a permit	$500
	Hedges	to be determined by Municipality
Permit to cut or remove protected tree(s)	Protected tree cut or remove fee (per tree).	$100.00
Permit to cut or remove protected tree in imminent failure or a tree that is dead, dying, damaged, diseased or in decline beyond expectations of recovery	Protected tree cut or remove fee (per tree).	No Fee
Renewal, extension or modification of an issued permit	Protected tree cut or remove permit renewal, extension or modification fee (per tree)	$100.00
Re-Inspection Fee	Re-Inspection Fee for bylaw compliance (each occurrence)	$160.00

READ A FIRST TIME the	13	day of	February	, 2023
READ A SECOND TIME the	13	day of	February	, 2023
READ A THIRD TIME the	13	day of	February	, 2023
ADOPTED the		day of		, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

BYLAW NOTICE ENFORCEMENT BYLAW 2008 NO. 4703

AMENDMENT BYLAW NO. 5842

EXPLANATORY NOTE

Bylaw No. 5842 updates the Bylaw Notice Enforcement Bylaw 2008 No. 4703 to update provisions relating to the amended Tree Protection Bylaw 2019 No. 5478.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

BYLAW NOTICE ENFORCEMENT BYLAW 2008 NO. 4703

AMENDMENT BYLAW NO. 5842

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Bylaw Notice Enforcement Bylaw 2008 No. 4703 Amendment Bylaw No. 5842”.

2. The “Bylaw Notice Enforcement Bylaw 2008 No. 4703” as amended is further amended by:

   A. Amending the Township of Langley Tree Protection Bylaw 2019 No. 5478 table on page 55 as follows:
      a. Deleting the words ‘for 72 hours’ in the fourth bullet; and
      b. Deleting the fifth bullet in its entirety for the Offence, Bylaw Section and Fine, for “Failure to plant and maintain protected trees in accordance with sound horticultural and arboricultural practices 9.2 $500”.

READ A FIRST TIME the	13	day of	February	, 2023
READ A SECOND TIME the	13	day of	February	, 2023
READ A THIRD TIME the	13	day of	February	, 2023
ADOPTED the		day of		, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DEVELOPMENT APPLICATION PROCEDURES BYLAW NO. 5760, SUBDIVISION AND DEVELOPMENT SERVICING BYLAW 2019 NO. 5382 AND DEVELOPMENT PERMIT DELEGATION BYLAW 2016 NO. 5246 AMENDMENT BYLAW NO. 5839

EXPLANATORY NOTE

Bylaw No. 5839 amends Development Application Procedures Bylaw No. 5760, Subdivision and Development Servicing Bylaw 2019 No. 5382, and Development Permit Delegation Bylaw 2016 No. 5246 to streamline the development application review and approval process.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DEVELOPMENT APPLICATION PROCEDURES BYLAW NO. 5760,
SUBDIVISION AND DEVELOPMENT SERVICING BYLAW 2019 NO. 5382 AND
DEVELOPMENT PERMIT DELEGATION BYLAW 2016 NO. 5246
AMENDMENT BYLAW NO. 5839

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Township of Langley Development Application Procedures Bylaw No. 5760, Subdivision and Development Servicing Bylaw 2019 No. 5382, and Development Permit Delegation Bylaw 2016 No. 5246 Amendment Bylaw No. 5839".

2. The "Development Application Procedures Bylaw No. 5760" as amended is further amended by:

   (1) Amending Section 4.2 to read as follows: "Council Policy outlines the applicable forms for applications listed under Part 3, including determining all necessary supporting documentation and attachments, reporting requirements and Council application notification"
   (2) Amending Section 6.1 (a) to read as follows: "forward the application to other departments in the Township and to outside agencies for advice and recommendations as required by Provincial or Federal legislation"
   (3) Amending Section 6.2 to read: "Upon receipt of an application submitted in accordance with Sections 3.2 (b) or 3.3, forward the application to other departments in the Township and to outside agencies for advice and recommendations as required by Provincial or Federal legislation"
   (4) Amending Section 8.6 by inserting "(a) erected within 30 days of an accepted Application; and not less than;"
   (5) Amending Section 8.6 (e) to read "(f) removed from the subject property within 30 days of an approval in principle meaning third reading of a rezoning bylaw"

3. The "Subdivision and Development Servicing Bylaw 2019 No. 5382" as amended is further amended by:

   (1) Amending Schedule I 1. Definitions to read:

   "Integrated Site Design Concept" (ISDC) means a plan prepared by an Architect, Engineer, Landscape Architect or Planner, registered with the applicable provincial professional organization. The scale of the plan must match the scale of the Tree Survey. The primary purpose of the ISDC is to integrate Significant Trees deemed suitable for retention, as identified in a Tree Survey and Tree Evaluation Report, into an applicant's preliminary site Development plans. The ISDC must show existing topographic elevations, the location of significant trees to be removed and retained, proposed conceptual elevations of major development components, proposed (ultimate) site grading within 10 metres of all proposed retained trees, the proposed location of all underground servicing

mainlines, the proposed location of buildings, driveways, roadways, landscaped areas and detention/siltation ponds with required grade changes. The siting of all development related components must utilize techniques designed to maximize the retention, long term health and survival of Significant Trees identified for retention. An ISDC is only required after an approval in principle meaning third reading of a rezoning bylaw application or prior to development related permit approval.

(2) Deleting Schedule I Section 6.1 a)

4. The "Development Permit Delegation Bylaw 2016 No. 5246" is further amended by:

(1) Amending Section 3.1 (3) to read as follows: "issue a Specified Development Permit for the following types of development in a CIMR Development Permit Area or in an Intensive Residential Development Permit Area for:

a. building improvements with a construction value which is equal to or less than $500,000;
b. residential developments without commercial or industrial components with a density equal to or less than 25 units per acre or 1.2 Floor Space Ratio;
c. industrial developments within the Gloucester, Aldergrove, and Rural Community Plan areas as defined in Langley Official Community Plan Bylaw 1979 No. 1842; and
d. free-standing signs."

(2) Adding Section 3.4 to read:

Where a minimum of three members of Council provide written indication to the Township Clerk within 14 days of an accepted application that an application pursuant to Sec. 3.1 (3) b) and c) should have Council consideration, the application shall be forwarded to Council for consideration.

(3) Amending Section 4.4 to read:

At least 4 days before the Reconsideration Meeting, the Delegated Official named in the Request for Reconsideration shall provide Council with a report setting out, at the level of detail the Delegated Official considers appropriate, the rationale for their decision.

READ A FIRST TIME the	13	day of	February	, 2023
READ A SECOND TIME the	13	day of	February	, 2023
READ A THIRD TIME the	13	day of	February	, 2023
ADOPTED the		day of		, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY EMERGENCY PROGRAM BYLAW NO. 5845

EXPLANATORY NOTE

Bylaw No. 5845 updates the Township of Langley Emergency Program to allow Council to prepare or cause to be prepared, local emergency plans respecting preparation for response to and recovery from emergencies and disaster, pursuant to the Provincial legislation.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY EMERGENCY PROGRAM BYLAW NO. 5845

PART 1 – TITLE

SECTION 1 – TITLE

1. This Bylaw may be cited for all purposes as "The Township of Langley Emergency Program Bylaw No. 5845".

PART 2 – LANGLEY EMERGENCY PROGRAM

SECTION 2 – INTERPRETATION

2.1 In this bylaw unless the context requires otherwise:

a) "Act" means the Emergency Program Act, R.S.B.C. 1996, chapter 111 as amended from time to time.

b) "Administrator" means the Chief Administrative Officer of the Township and his or her designate.

c) "Building" means any structure used or intended for supporting or sheltering any use or occupancy;

d) "Charter" means the Community Charter, *S.B.C. 2003, c. 26* as amended from time to time.

e) "Council" means the Council for the Township;

f) "Declaration" refers to a Declaration of a State of Local Emergency and means a resolution of the Council or an Order by the Mayor that an Emergency or Disaster exists or is imminent, pursuant to Section 12(1) of the Emergency Program Act, R.S.B.C. 1996 Chapter 111;

g) "Director" means the person who is responsible for the implementation of the Emergency plan and for operation of the Emergency Operations Centre (EOC) in times of a Disaster or an Emergency, including but not limited to the Administrator.

h) "Disaster" means a calamity that:

i) is caused by accident, fire, explosion or technical failure or by the forces of nature, and

ii) has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property or the environment;

i) “Emergency” means a present or imminent event or circumstance that:

   i) is caused by accident, fire, explosion or technical failure or by the forces of nature, and

   ii) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property, and the environment;

j) “Emergency Management” means an organized strategy and program based on the principles of preparedness, mitigation, response and recovery;

k) “Emergency Management BC (EMBC)” means the provincial agency responsible for carrying out the powers and duties vested in it by the Act and the Minister responsible for EMBC.

l) “Emergency Operations Centre (EOC)” means a centralized facility or location where designated staff members gather to facilitate coordinated activities to respond to or recover from a Disaster or an Emergency. Staffing may include subject matter experts from supporting agencies.

m) “Emergency Plan” means the written guidelines for protocols, roles and responsibilities in response to an Emergency or Disaster;

n) “Emergency Planning Coordinator” means that person so appointed by the Township and has the responsibility for developing and coordinating community plans for preparedness, mitigation, response and recovery in conjunction with emergency responders, other municipal departments, community agencies and his or her designate;

o) “Emergency Social Services (ESS) Program” is a program supported by the Provincial Emergency Program allowing for the provision of emergency food, clothing and lodging for citizens up to the first 72 hours after an emergency or disaster. The Township of Langley Emergency Program coordinates the administration for this program and submits to PEP for cost reimbursement of activation activities.

p) “Emergency Social Services Director” means that person so appointed by the Emergency Planning Coordinator;

q) “Fire Chief” means the person appointed by the Township to be responsible for providing fire and rescue services and his or her designate.

r) “Incident Command System” means a comprehensive and standardized management scheme that ensures a coordinated and organized local and provincial response and recovery to any and all Disasters and Emergencies, including but not limited to management, operations, planning, logistics, finance and administration.

s) “Township of Langley Emergency Program” means the organization, plans and procedures established for response and recovery to Emergencies and Disasters within the Township;

t) “Mayor” means the person elected as Mayor of the Township of Langley and his or her designate;

u) “Order” means a written statement or instruction, bearing the printed name and title of the issuer and the date of the issuance.

v) “Township” means the Corporation of the Township of Langley

w) “Volunteer Services” means activities supported by emergency preparedness trained volunteers within the Emergency Social Services (ESS) Program.

1.2 The words defined in the Act will have the same meaning in this bylaw.

1.3 In case of conflict between this bylaw and the Act, the Act will take precedence.

SECTION 3 - ADMINISTRATION

3.1 There shall be an Emergency Planning Committee which will meet not less than every six months. The Emergency Planning Coordinator will be the chairperson of the committee. The committee will consist of, but not limited to, the following members or their designate:
(a) Emergency Planning Coordinator
(b) Township Fire Chief.

3.2 Subject to the approval of the Township, the Emergency Planning Committee may:

(a) Negotiate agreements with other governments or agencies for the purpose of mutual aid or for the formation of joint organizations,

(b) Negotiate with individuals, bodies, or corporations other than governments for the employment of their members within the emergency program according to their qualifications,

(c) Make, and amend, rules for regulating its own practices and procedures.

3.3 The Emergency Planning Committee shall be responsible for the submission of estimates of expenditures to the Township for the annual cost of maintenance and operation of the Township of Langley Emergency Program.

3.4 The Emergency Planning Committee shall maintain the Township of Langley Emergency Plan within which defines roles and responsibilities to deal with Emergencies and Disasters. The Emergency Plan, including minor amendments, such as names, addresses and telephone numbers shall be maintained under the direction of the Emergency Program Coordinator.

SECTION 4 - DUTIES AND RESPONSIBILITIES

4.1 In the event of an Emergency or Disaster or a Declaration of a State of Local Emergency, the Township may authorize the expenditure of general operating funds to meet the needs of the situation.

4.2 The Emergency Planning Committee shall be responsible for performing the annual review and coordinating the annual updating of the Emergency Plan, as prepared by the Emergency Planning Coordinator.

4.3 Heads of departments/services identified in the Township Emergency Plan shall prepare detailed departmental roles, responsibilities and procedures containing information and direction specific to their departments/services. These will be supplementary to those contained in the Township Emergency Plan.

4.4 The Emergency Planning Coordinator shall:

(a) Act in the capacity of EOC Liaison officer in the Emergency Operations Centre (as defined in the Emergency Plan) during an "Emergency" or "Disaster", including assisting and advising members of the Emergency Operations Centre;

(b) Under a Provincially Declared State of Emergency, act as the liaison between the Director of the Provincial Emergency Program or such other person as the Minister may appoint under Section 10(2) of the Emergency Program Act, R.S.B.C. 1996 c.111 and the Township for the coordination and implementation of necessary plans or response;

(c) Have the authority to implement the Township Emergency Plan if, in his or her opinion, an emergency exists or appears imminent or a Disaster has occurred or threatens in:
   i) all or any part of the Township or
   ii) any other municipality or electoral area, if the local government having responsibility for that jurisdictional area has requested assistance;

(d) Maintain and update the Township Emergency Plan;

(e) Be responsible for day to day management of the Township Emergency Program which includes coordination of staff and volunteers, public education and coordination with external organizations in Emergency Management;

(f) Select and process candidates for Federal and Provincial emergency management and other training courses;

(g) Maintain information on potential manmade or natural hazards and the impact on the Township;

(h) Coordinate provision of equipment and tools utilized by the Langley Emergency Program Volunteer Services;

i) Conduct studies and exercises to ensure the Township Emergency Program is effective and in a state of readiness;

(j) Appoint and review in conjunction with the Emergency Planning Committee the performance of the Emergency Social Services Program and its volunteers, and

(k) Act as the point of contact with the Provincial Emergency Program and other agencies concerned with emergency planning and operations.

SECTION 5 - DECLARATION OF A STATE OF LOCAL EMERGENCY

5.1 Notwithstanding any other provisions of this bylaw, the Act, or the Charter, the Mayor or Council may, when satisfied that an Emergency or Disaster exists or is imminent in the Township, declare a State of Local Emergency.

5.2 A Declaration of a State of Local Emergency must identify the nature of the Emergency or Disaster and the part of the Township in which it exists or is imminent, and the declaration shall be made:
(a) by bylaw, or resolution, if made by Council, or
(b) by Order, if made by the Mayor.

5.3 Upon a Declaration of a State of Local Emergency being made, the Township shall:
(a) forward a copy of the declaration to the Attorney General, and
(b) cause the details of the declaration to be published to the population of the affected area of the Township.

5.4 The Council or Mayor must, when of the opinion that an Emergency no longer exists in the part of the Township in relation to which a Declaration of a State of Local Emergency was made,

(a) Cancel the Declaration in relation to that part:
i) by bylaw or resolution, if the cancellation is effected by the Council, or
ii) by Order, if the cancellation is effected by the Mayor, and

(b) Promptly notify the Attorney General of the cancellation.

SECTION 6 - RESPONSE TO A DISASTER OR AN EMERGENCY –

6.1 The following places are designated as Emergency Operations Centres:
(a) Fire Hall No.6, located at 22170 50 Avenue in the Township; and
(b) any location in the Township of Langley identified by the Director of the Emergency Operations Centre.

6.2 Any location in the Township which is involved with a Disaster or an Emergency shall fall under the principals and direction of this Bylaw (such as Site location or Reception Centre).

6.3 In time of a Disaster or an Emergency, the following persons may activate the Emergency Plan and the Emergency Operations Centre:
(a) the Administrator;
(b) the Fire Chief; or
(c) the Emergency Planning Coordinator.

6.4 The Administrator assumes the role of EOC Director.

6.5 The EOC Director has the authority and responsibility for the following:
(a) Activating of the Township of Langley Emergency Plan;
(b) Advising and informing the Township Council as to status of the Disaster or Emergency;
(c) Establishing operational response priorities;
(d) Coordinating the planning and response activities within the EOC, between EOC and sites away from the EOC, and between the EOC and other applicable agencies, organizations or levels of government;
(e) Making decisions in the best interests of the Township without regard to municipal boundaries;
(f) Deploying Township resources;
(g) Authorizing the expenditure of general operating funds to deal with the Disaster or Emergency.

6.6 Pursuant to section 18 of the Act, employees, and others designated, who are working under the direction of or in the EOC will not be held personally liable.

SECTION 7 - LIABILITY

7.1 No person, including, without limitation, the Mayor, other members of the Council, employees of the Township of Langley, its volunteers, its Police or Fire Departments, or other person appointed or authorized or required to carry out measures relating to an Emergency or Disaster is liable for any loss, cost, expense, damage or injury to persons or property that results from:

(a) the person in good faith doing or omitting to do any act that the person is appointed, authorized or required to do under this bylaw, the Emergency Plan or the Act unless, in doing or omitting to do the act, the person was grossly negligent; or

(b) any acts done or omitted to be done by one or more of the persons who were, under this bylaw, the Township Emergency Plan or the Act, appointed, authorized or required by the person to do the act, unless in appointing, authorizing or requiring those persons to do the act, the person was not acting in good faith.

SECTION 8 - COMPENSATION FOR LOSS

8.1 Despite Section 7 above, if as a result of the acquisition or use of a person's real property by, or under the direction or authority of the Township under a declaration, the person suffers a loss of or to that property, the Township shall compensate that person for such loss in accordance with the Regulation made under the Act.

8.2 Despite Section 7 above, if a person suffers a loss of or to any real or personal property as a result of the implementation of the Emergency Plan or any other action taken by, or under the direction or authority of the Township under a declaration, the Township may compensate that person for such loss in accordance with the Regulations made under the Act.

8.3 If any dispute arises concerning the amount of compensation payable under sections 8.1 or 8.2 above, the matter shall be submitted for determination by one or three arbitrators appointed under the Commercial Arbitration Act R.S.B.C. 1986, Chapter 3, as amended. The person to be compensated shall deliver a notice setting out his or her choice as to whether there shall be one or three arbitrators to the Minister responsible for the Emergency Program Act. The Commercial Arbitration Act shall apply to such dispute.

SECTION 9 - ENACTMENT AND REPEAL

9.1 Bylaw No. 5845, cited as the "Township of Langley Emergency Program Bylaw No. 5845 is hereby enacted at 12:00am, July 11, 2023.

9.2 Bylaw 2009 No. 4748, cited as the "Township of Langley Emergency Program Bylaw 2009 No. 4748" is hereby repealed at 12:00am, July 11, 2023.

READ A FIRST TIME the	13	day of	February	, 2023
READ A SECOND TIME the	13	day of	February	, 2023
READ A THIRD TIME the	13	day of	February	, 2023
ADOPTED the		day of		, 2023

_____ Mayor _____ Township Clerk

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY LAND USE CONTRACT NO. 74 DISCHARGE (MANORLANE PROPERTIES (WILLOWBROOK) INC.) BYLAW 2021 NO. 5718

EXPLANATORY NOTE

Bylaw 2021 No. 5718 discharges Land Use Contract No. 74 from property located at 6350 – 197 Street.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY LAND USE CONTRACT NO. 74 DISCHARGE

(MANORLANE PROPERTIES (WILLOWBROOK) INC.)

BYLAW 2021 NO. 5718

A Bylaw to discharge Land Use Contract No. 74

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Township of Langley Land Use Contract No. 74 Discharge (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5718”.

2. The Land Use Contract and amended Land Use Contract registered in the Land Title Office, in the City of New Westminster, Province of British Columbia, under P52452 and BK330192 is hereby discharged with respect to the lands described as:

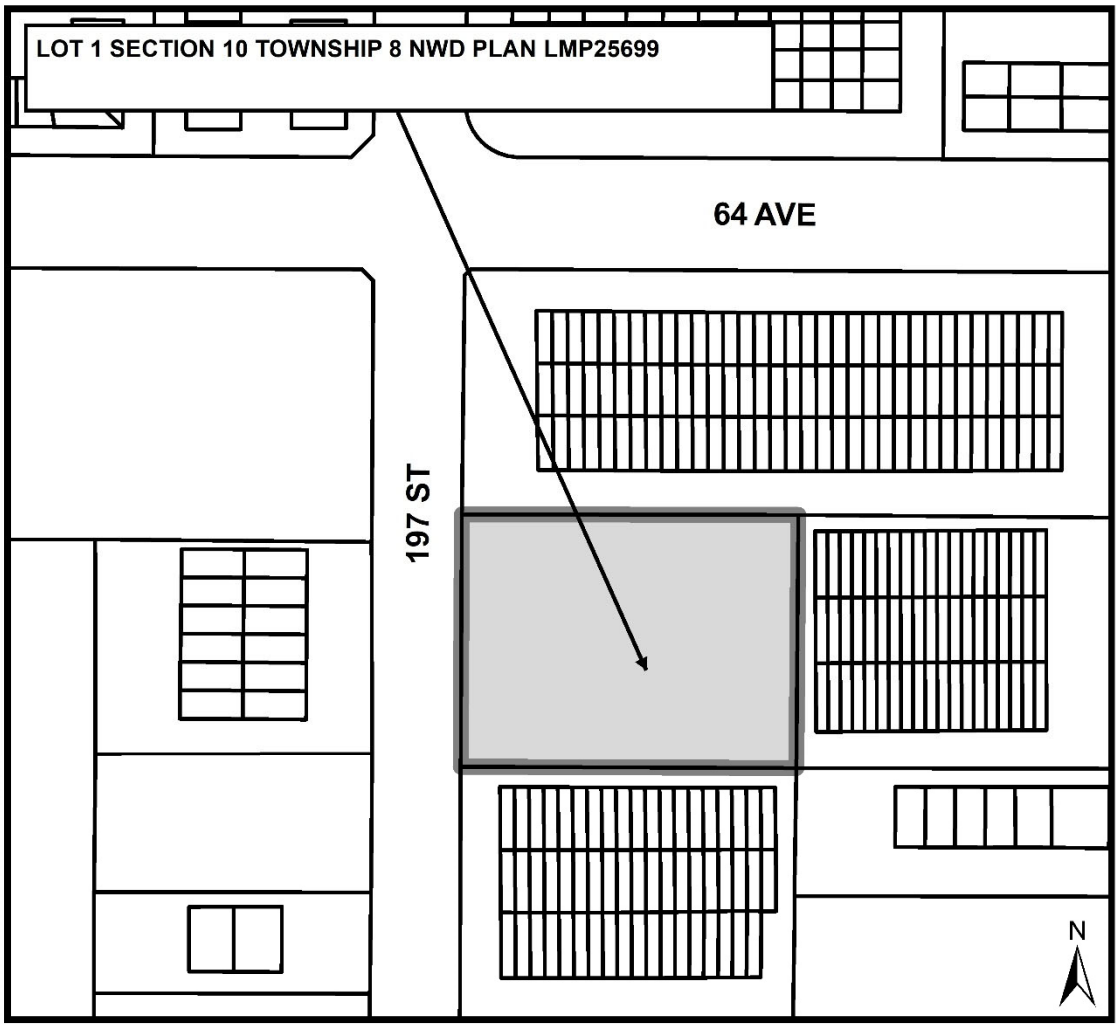
   Lot 1 Section 10 Township 8 NWD Plan LMP25699

   as shown delineated on Schedule “A” attached to and forming part of this Bylaw.

READ A FIRST TIME the	14	day of	June	, 2021.
READ A SECOND TIME the	14	day of	June	, 2021.
PUBLIC HEARING HELD the	28	day of	June	, 2021.
READ A THIRD TIME the	12	day of	July	, 2021.
RECEIVED THE APPROVAL OF THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE the	28	day of	July	, 2021.
ADOPTED the		day of		, 2023.

_____ Mayor _____ Township Clerk

SCHEDULE 'A'
BYLAW NO. 5718



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (MANORLANE PROPERTIES (WILLOWBROOK) INC.)
BYLAW 2021 NO. 5719

EXPLANATORY NOTE

Bylaw 2021 No. 5719 rezones land at 6350 - 197 Street from Regional Commercial Zone C-1 to Comprehensive Development Zone CD-161 to accommodate 133 apartment units and 290 square metres of commercial area.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (MANORLANE PROPERTIES (WILLOWBROOK) INC.)
BYLAW 2021 NO. 5719

A Bylaw to amend Township of Langley Zoning Bylaw 1987 No. 2500

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5719".

2. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by:

   (1) Adding to the Table of Contents and Section 104.1 – Zones the words "Comprehensive Development Zone CD-161" after the words "Comprehensive Development Zone CD-160"
   (2) Adding to Section 110.1 after the words "CD-160" the words "CD-161 – 3,500 m²"
   (3) Adding after Section 1060 "Comprehensive Development Zone CD-160" the following as Section 1061 "Comprehensive Development Zone CD-161"

1061 **COMPREHENSIVE DEVELOPMENT ZONE CD-161**

Uses Permitted

1061.1 In the CD-161 Zone, only the following *uses* are permitted and all other *uses* are prohibited:

1) *accessory buildings* and *uses*
2) *accessory home occupations* subject to Section 104.3
3) *residential uses* subject to Section 1061.2
4) *commercial uses* subject to Section 1061.3
5) *licensee retail store* subject to Section 1061.3
6) *group children's day care* subject to Section 1061.3

Residential Uses

1061.2 *Residential uses* shall consist of *apartments* on lands zoned Comprehensive Development Zone CD-161 and are only permitted on *storeys* above the first *storey* of the *building* to be located as shown in Section 1061.12. A maximum of 133 *dwelling units* are permitted in Comprehensive Development CD-161.

Commercial Uses

1061.3 1) *Commercial uses* are only permitted on the first *storey* of the mixed-use *building* as shown in Section 1061.12.

Lot Coverage

1061.4 The maximum permitted *lot coverage* of *building* and structures shall be 95%.

Siting of Buildings and Structures

1061.5 *Buildings* and *structures* shall be sited in accordance with the provisions of a Development Permit.

Height of Buildings and Structures

1061.6 Except as provided for in Section 104.5 the *height* of *buildings* shall be no more than six *storey*s. The *height* of *accessory buildings* and *structures* shall not exceed 3.75 metres or one *storey*, whichever is lesser.

Subdivision Requirements

1061.7 All *lots* created by *subdivision* shall comply with Section 110 of this Bylaw and the Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended.

Landscaping, Screening and Fencing

1061.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with Section 111 and in accordance with the Development Permit.

Parking and Loading

1061.9 Parking and loading shall be provided in accordance with Section 107.

Age Friendly Amenity

1061.10 Age Friendly Amenity areas shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1061.11 A Development Permit shall be issued by Council prior to issuance of a Building Permit.

Overall Development Plan

1061.12 Development in this zone shall conform substantially with drawings A-100 to A-106 and A-300 to A-301 as prepared by DF Architecture Inc. dated August 31, 2020.

3. The “Township of Langley Zoning Bylaw 1987 No. 2500” as amended is further amended by rezoning the lands described as:

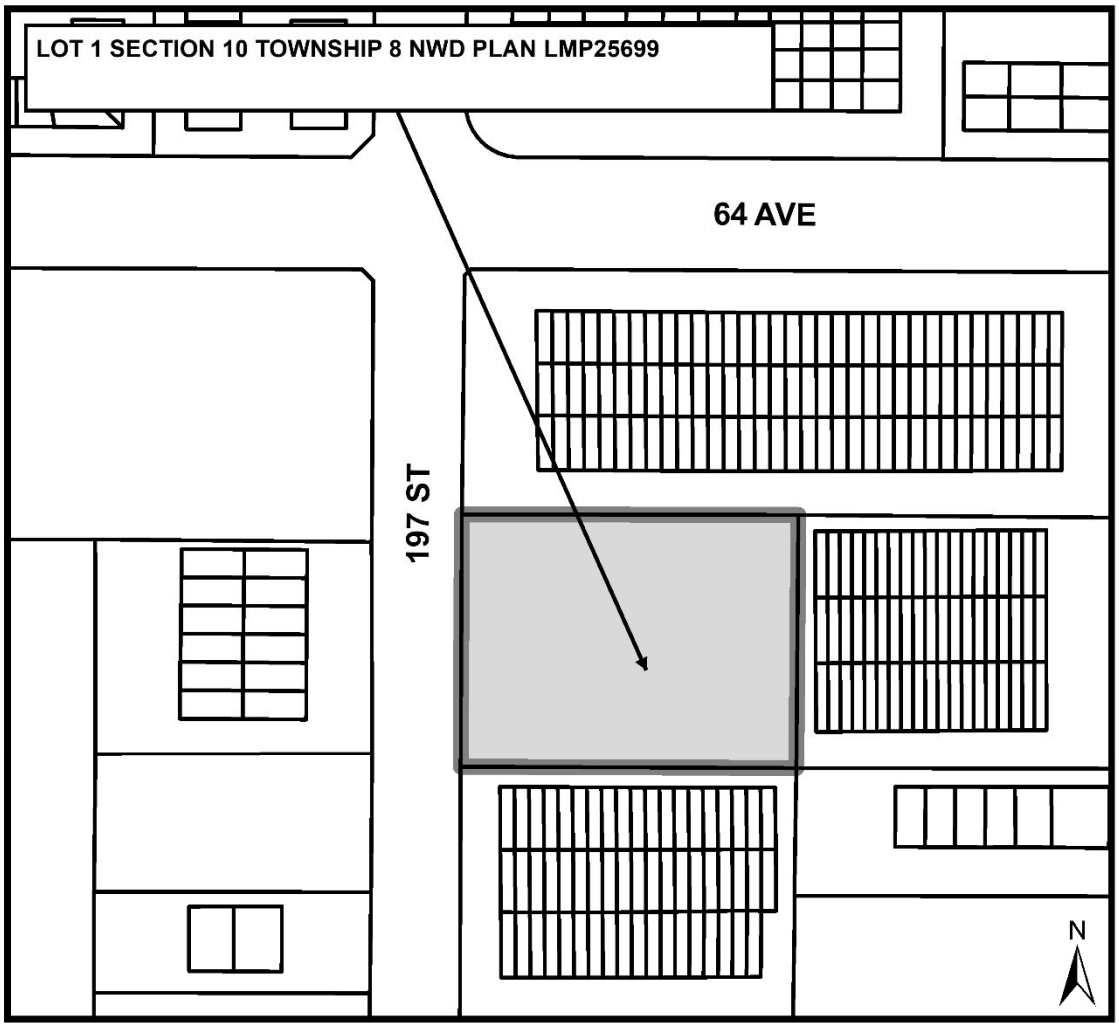
Lot 1 Section 10 Township 8 NWD Plan LMP25699

as shown delineated on Schedule “A” attached to and forming part of this Bylaw to Comprehensive Development Zone CD-161.

READ A FIRST TIME the	14	day of	June	, 2021.
READ A SECOND TIME the	14	day of	June	, 2021.
PUBLIC HEARING HELD the	28	day of	June	, 2021.
READ A THIRD TIME the	12	day of	July	, 2021.
RECEIVED THE APPROVAL OF THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE the	05	day of	August	, 2021.
ADOPTED the		day of		, 2023.

_____ Mayor _____ Township Clerk

SCHEDULE 'A'
BYLAW NO. 5719



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY HOUSING AGREEMENT
(MANORLANE PROPERTIES (WILLOWBROOK) INC.) BYLAW 2021 NO. 5720

EXPLANATORY NOTE

Bylaw 2021 No. 5720 authorizes the Township of Langley to enter into a Housing Agreement with Manorlane Properties (Willowbrook) Inc. to secure rental housing and affordable rental units on the subject property located at 6350 - 197 Street.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY HOUSING AGREEMENT
(MANORLANE PROPERTIES (WILLOWBROOK) INC.)
BYLAW 2021 NO. 5720

WHEREAS Section 483 of the Local Government Act provides that Council may enter into a housing agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement; and

WHEREAS Council wishes to enter into such an agreement with respect to certain housing units located in the Township of Langley;

NOW THEREFORE the Council of the Township of Langley in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as “Township of Langley Housing Agreement (Manorlane Properties (Willowbrook) Inc.) Bylaw 2021 No. 5720”.

2. The Council of the Township of Langley hereby authorizes the Corporation of the Township of Langley to enter into an Agreement with Manorlane Properties (Willowbrook) Inc. as set out in Schedule "A", attached hereto and forming part of the bylaw (the "Agreement").

3. The lands identified in the Agreement are legally described as:

   LOT 1 SECTION 10 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN LMP25699

   PID: 023-238-151

4. Upon execution of the Agreement by the Township Clerk this Agreement shall be validly entered into as authorized by this Bylaw.

5. The Township Clerk is authorized to sign and file in the Land Title Office notices of the Agreement as required by the Local Government Act.

READ A FIRST TIME the	14	day of	June	, 2021.
READ A SECOND TIME the	14	day of	June	, 2021.
READ A THIRD TIME the	12	day of	July	, 2021.
ADOPTED the		day of		, 2023.

_____ Mayor _____ Township Clerk

HOUSING AGREEMENT/SECTION 219 COVENANT

THIS AGREEMENT dated for reference the day of , 2021 affects:

Parcel Identifier: 023-238-151
Legal Description:
LOT 1 SECTION 10 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN LMP25699

("**Lands**")

AND IS BETWEEN:

MANORLANE PROPERTIES (WILLOWBROOK) INC., INC. BC1143862 #201-204 Cayer Street, Coquitlam BC, V3K 5B1

(the "**Owner**")

AND:

CORPORATION OF THE TOWNSHIP OF LANGLEY, a municipal corporation duly incorporated under the *Local Government Act* of British Columbia, as amended from time to time, having offices at 20338 - 65 Avenue, Langley, British Columbia V2Y 3J8

(the "**Township**")

GIVEN THAT:

A. The Owner is the registered owner only of the Lands and an application has been made to the Township to rezoning of the Lands to permit the construction of a one hundred and thirty-three (133) unit rental residential development and three commercial units to be located on the ground floor;

B. The Owner, has agreed, as a condition for rezoning and issuance of the Development Permit, to the designation of at least thirty (30%) per cent of the Rental Housing Units operated by a not-for-profit organization as affordable (in accordance with the DCC Waiver Bylaw in lieu of payment of Development Cost Charges and Community Amenity Charges;

C. The Township may, pursuant to subsection 483(1) of the *Local Government Act* of British Columbia, as amended from time to time (the "Local Government Act"), enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, availability of Rental Housing Units, as well as regarding rents and lease, sale or share prices that may be charged, and the rates at which these may be increased over time;

D. The Owner and the Township wish to enter into this Agreement to provide for housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant

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under section 219 of the *Land Title Act* and a housing agreement under section 483 of the Local Government Act; and

E. The Council of the Township of Langley has enacted a bylaw under section 483 of the Local Government Act to enter into this Agreement.

In consideration of good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the Township covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, the following words have the following meanings:

(a) **"Affordable Unit"** means each of not less than forty (40) Rental Housing Units, the location of which is shown in Schedule "A", which Affordable Units will only be occupied by one or more Eligible Tenants;

(b) **Agreement"** means this rental housing agreement together with the General Instrument and all schedules attached hereto;

(c) **"DCC Waiver Bylaw"** means the Township of Langley Bylaw 5462;

(d) **"Buildings"** means collectively the building(s) to be built on the Lands, which Building(s) will contain Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the Term, and required for the purposes of, any construction contemplated by the Development Authorization;

(e) **"Development"** means the design and construction of a one hundred and thirty-three (133) Rental Housing Units and three (3) commercial units;

(f) **"Development Authorization"** means the rezoning of the Lands and the Development Permit(s), the Building Permit(s) to be issued by the Township authorizing development of the Lands, or any portion thereof;

(g) "**Eligible Tenant**" means a Tenant or Tenants of an Affordable Unit whose collective annual before-tax income does not exceed the then current Housing Income Levels (HILS"), as amended from time to time, published by British Columbia Housing Management Commission or its successors in function;

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(h) **"General Instrument"** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;

(i) **"*Interpretation Act*"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

(j) **"*Land Title Act*"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

(k) **"Lands"** means the land described in Item 2 of the General Instrument and any part, including the Buildings or any portion of the Buildings, into which the Lands are Subdivided;

(l) **"*Local Government Act*"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

(m) **"LTO"** means the Nelson Land Title Office or its successor;

(n) "**Market Rental Units**" means all Rental Housing Units excluding the Affordable Units;

(o) **"Owner"** means Manorlane Properties (Willowbrook) INC., INC. NO. BC1143862 being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;

(p) **"Permitted Rent"** means the monthly rent that the Owner may charge an Eligible Tenant for an Affordable Unit, which monthly rent shall not exceed 1/12 of 30% of the Eligible Tenant(s) collective before-tax annual income;

(q) **"*Real Estate Development Marketing Act*"** means the *Real Estate Development Marketing Act,* S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

(r) **"Related Person"** means, where the registered or beneficial Owner of the Rental Housing Units, is:

(i) a corporation (as such term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:

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(A) an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

(B) the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;

(s) **"Rental Housing"** means a Rental Housing Unit which is not occupied by the Owner or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, for rental residential accommodation and any and all laws applicable thereto, including, without limitation, *Residential Tenancy Act* and human rights legislation in British Columbia;

(t) **"Rental Housing Unit"** means each of the one hundred and thirty- three (133) residential dwelling units located, or to be constructed, on the Lands and used solely for the purpose of Rental Housing in accordance with this Agreement and "**Rental Housing Units**" means all one hundred and thirty-three residential dwelling units forming the Development;

(u) **"*Residential Tenancy Act*"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

(v) **"*Strata Property Act*"** means *Strata Property Act* S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;

(w) **"Subdivide"** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;

(x) **"Tenancy Agreement"** means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;

(y) **"Tenant"** means an occupant of a Rental Housing Unit by way of a Tenancy Agreement;

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(z) **"Term**" means the term of this Agreement being Twenty years (20) from the date of the last occupancy permit being issued for the Building or Buildings that contains all Rental Housing Units;

(aa) "**Township**" means the Township of Langley or any employee, contractor, agent, delegate, or assignee designated by Township Council to act on its behalf with respect to this Agreement or any rights or powers granted to the Township hereunder; and

(bb) "**Zoning Bylaw**" means Township of Langley Zoning Bylaw 1987 No. 2500, as amended or replaced from time to time.

1.2 Interpretation - In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

(c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

(d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

(e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replace, unless otherwise expressly provided;

(f) the provisions of section 25 of the *Interpretation Act* of British Columbia, as amended from time, with respect to the calculation of time apply;

(g) time is of the essence;

(h) all provisions are to be interpreted as always speaking;

(i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes agents, officers, and invitees of the party;

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(j) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case ay be, unless otherwise expressly provided; and

(k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

1.3 Purpose of Agreement - The Owner and the Township agree that this Agreement is intended to service the public interest by:

(a) restricting occupancy of the Rental Housing Units to Tenants; and

(b) ensuring that all Rental Housing Units are, at all times, used for Rental Purposes.

ARTICLE 2
USE OF LAND

2.1 Land Use Restrictions - The Owner covenants and agrees with the Township that:

(a) the Development and the Lands must be developed, used and occupied only in strict accordance with this Agreement;

(b) the Owner will at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Township and all federal, provincial, municipal, or local laws, statutes or regulations relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws and

(c) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Lands as a Section 219 Covenant and that a notice under subsection 483(5) of the Local Government Act will be filed on the title to the Lands at the LTO;

(d) it will pay all Development Cost Charges and applicable Community Amenity Contributions, unless, before the rezoning of the Lands and issuance of any Development Authorizations, both it and the Township agree, in writing, to the designation of at least thirty (30%) per cent of the Rental Housing Units to be operated during the Term by a not-for-profit organization as Affordable Units and otherwise comply with all obligations set out in the DCC Waiver Bylaw;

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(e) despite Section 2.1(d), all Development Cost Charges will be payable on the commercial development portion of the Development; and

(f) the Lands, other than the three (3) commercial units on the main floor, will not be Subdivided during the Term.

ARTICLE 3
GENERAL TENANCY RESTRICTIONS

3.1 The Owner covenant and agrees with the Township in respect of the use of the Lands and any Residential Housing Unit on, or to be constructed on, the Lands that:

(a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;

(b) during the Term, it will not allow any Rental Housing Unit to be used, except as Rental Housing pursuant to a Tenancy Agreement;

(c) it hereby authorizes the Township to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement;

(d) the Rental Housing Units must be designed and constructed in accordance with the Development Authorizations;

(e) without limiting the generality of Section 3.1(d), all Rental Housing Units shall be designed and constructed to the same standards;

(f) the Affordable Units shall be constructed at the same time as the Market Rental Units;

(g) parking stalls will be constructed and assigned to each of the Rental Housing Units in accordance with the Zoning Bylaw; and

(h) it will keep and maintain or cause to be kept and maintained, the Building and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the *Strata Property Act*, against perils normally insured against by strata corporations and owners of similar property in the Township of Langley by reasonable and prudent owners of similar residential units, buildings, and lands.

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3.2 The Owner covenants and agrees with the Township that the Owner will not:

(a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;

(b) occupy, or permit any person to occupy any Rental Housing Units, in part or in whole, constructed on the Lands and the Township will not be obligated to permit occupancy of any Rental Housing Units constructed in the Building until all of the following conditions are satisfied:

(i) the Rental Housing Units have been constructed in accordance with the Development Authorizations;

(ii) the Rental Housing Units have received final building permit inspection granting occupancy; and

(iii) the Owner is not in breach of any of its obligations under this Agreement or any other agreement between the Township and the Owner in connection with the construction of the Rental Housing Units.

3.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions, provided in each case that none of such terms and conditions are expressly prohibited under the Residential Tenancy Act, or determined by the Residential Tenancy Branch (or delegated authority) or any court of competent jurisdiction to be unenforceable or impermissible:

(a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever; and

(c) rent for the Market Rental Units shall be market rent as determined by the Owner, provided that Rent may be increased by the Owner each year by the maximum allowable rent increase permitted under the Residential Tenancy Act;

(d) each and every Affordable Unit shall only be rented to an Eligible Tenant or Eligible Tenants for not more than the Permitted Rent.

For greater certainty, the Eligible Tenant shall be responsible to pay its own utilities servicing and consumed at the Affordable Unit directly to such utility provider (including,

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without limitation, all electricity, water, natural gas, telephone, cable and internet data), and may be charged for use of any parking facilities designated for the Affordable Units, provided that any such parking charges shall be consistently applied toall Rental Housing Units.

3.4 The Owner will not demolish any Rental Housing Unit unless the Owner first obtains a demolition permit from the Township. The Township shall provide a demolition to the Owner in the following circumstances:

(a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Rental Housing Unit, and the Owner has delivered to the Township a copy of the engineer's or architect's report; or

(b) the Building in which a Rental Housing Unit is located is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the Township in its sole discretion.

3.5 Should a demolition permit be issued in accordance with section 2.4, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than the number of Rental Housing Units that were demolished.

3.6 Management and Long-Term Maintenance - The Owner covenants and agrees with the Township that, in order to ensure the long-term maintenance of the Rental Housing Units, it will furnish good and efficient management of the Rental Housing Units and will permit representatives of the Township to inspect the Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees with the Township that it will maintain the Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

3.7 Statutory Declaration – The Owner further covenant and agrees with the Township that it shall execute Statutory Declaration(s) in the form set out in Schedule "B" confirming that all Rental Housing Units are occupied by a Tenant.

ARTICLE 4
STRATA CORPORATION BYLAWS

4.1 This Agreement will be binding upon all strata corporations ("Strata Corporations") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

4.2 Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.

4.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.

4.4 No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, regardless of whether the Lands are Subdivided or stratified.

4.5 Rental Purposes - The Owner covenants and agrees with the Township that despite any strata corporation bylaw or bylaws to the contrary, each and every Rental Housing Unit on, or to be constructed on the Lands, must always be:

(a) available for Rental Purposes; and

(b) rented to and occupied by a Tenant.

ARTICLE 5
ADMINISTRATION OF THIS AGREEMENT/ DEFAULT AND REMEDIES

5.1 Township to Administer - Except as otherwise provided in this Agreement, the Township may monitor, administer, enforce, and implement the terms of this Agreement.

5.2 Township Inquiries – The Owner hereby irrevocably authorizes the Township to make such inquiries as it considers necessary with the Owner, any strata corporation, or otherwise in order to confirm that the Owner and any occupiers of any part of the Lands are complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the Township to provide such information to the Township.

5.3 Specific Performance – The Owner acknowledges and agrees with the Township that:

(a) damages are not an adequate remedy to the Township in respect of any breach of this Agreement by the Owner;

(b) specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement and that the Township is entitled to obtain an order for specific

performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement and shall also be entitled to its legal costs on a solicitor and client basis;

(c) it is entering into this Agreement to benefit the public interest in making the rental accommodation for residents available;

(d) that the Township's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and

(e) the Township's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

5.4 Cumulative Remedies - No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude the Township from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.

5.5 The Owner acknowledges that the Township requires the Rental Housing Units are provided for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the Township $100.00 (the "**Daily Amount**") as liquidated damages and not as a penalty, due and payable at the offices of the Township on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the Township in a court of competent jurisdiction as a contract debt or by adding the amount to taxes for the Lands as taxes in arrears.

5.6 Rent Charge - By this section, the Owner grants to the Township a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the Township of the Daily Amount as described in section 5.5. The Township agrees that enforcement of the rent charge granted by this section is suspended until the date that is thirty (30) days after the date on which any amount due under section 5.5 is due and payable to the Township in accordance with section 5.5. The Township may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

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ARTICLE 6
SECTION 219 COVENANT

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6.1 Agreement Constitutes Section 219 Covenant - The Owner agrees, pursuant to section 219 of the Land Title Act, that:

(a) the terms and conditions of this Agreement constitute a covenant in respect of the use and occupancy of the Lands and annexed to and running with the Lands; and

(b) the Township may register this Agreement in the LTO against title to the Lands or any Apartment Unit as a covenant pursuant to section 219 of the Land Title Act.

ARTICLE 7
MISCELLANEOUS

7.1 Housing Agreement - The Owner acknowledges and agrees that:

(a) this Agreement constitutes a Housing Agreement entered into under section 483 of the Local Government Act; and

(b) the Township may register a notice of Housing Agreement under section 483 of the Local Government Act in the LTO against title to the Lands or any Housing Unit.

7.2 Modification - This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the Township, and provided the amended Agreement is signed by the Township and the Owner.

7.3 Indemnity - The Owner will indemnify and save harmless the Township and each of its elected officials, officers, directors and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

(a) any act or omission of the Owner or its officers, directors, agents, contractors, or other person for whom at law the Owner is responsible relating to this Agreement;

(b) the Owner's construction maintenance, ownership, lease, operation, management, or financing of the Lands or any Apartment Unit; and

(c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.4 Release - The Owner by this Agreement releases and forever discharges the Township and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims,

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demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

(a) ownership, lease, operation, or management of the Lands or any Apartment Unit under this Agreement; and

(b) the exercise by the Township of any of its rights under this Agreement or an enactment.

7.5 Municipalities Powers Unaffected - This Agreement does not:

(a) affect or limit the discretion, rights, duties, or powers of the Township under any enactment or at common law, including in relation to the use or subdivision of the Lands;

(b) impose on the Township any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;

(c) affect or limit any enactment relating to the use or subdivision of the Lands; or

(d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.6 Agreement for Benefit of Township Only - The Owner and the Township agree that:

(a) this Agreement is entered into only for the benefit of the Township;

(b) this Agreement is not intended to protect the interests of the Owner, any tenant or any future owner, lessee, occupier, or user of the Lands, the Apartment Unit, or any portion thereof;

(c) the Township may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so and without obtaining the consent of the Owner; and

(d) upon expiry of this Agreement, the Township at the written request of the owner, will execute a release and discharge of the agreement at the cost of the Owner.

7.7 No Public Law Duty - Where the Township is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Township is under no public law duty of fairness or natural justice in that regard and agrees that the Township may do any of those things in the same manner as if it were a private party and not a public body.

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7.8 Notice - Any notice required to be serviced or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered to the postal address of the Owner set out in the records at the LTO, and in the case of the Township addressed:

To: Township of Langley
General Manager of Engineering and Community Development
20338 - 65 Avenue,
Langley, British Columbia V2Y 3J1

And to: The Owner
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or to the most recent postal address provided in a written notice given by each of the parties to the other or recorded on title at the LTO. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.9 Enuring Effect - This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.10 Severability - If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.11 Waiver - All remedies of the Township will be cumulative and may be exercised by the Township in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Township exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

7.12 Sole Agreement - This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Township and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representation, conditions, or collateral agreements made by the Township except as set forth in this Agreement.

7.13 Further Assurance - Upon request by the Township, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary, in the opinion of the Township, to give effect to this Agreement.

7.14 Covenant Runs with the Lands - This Agreement burdens and runs with the Lands and every parcel into which it may be subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.

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7.15 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

7.16 Equitable Remedies - The Owner acknowledges and agrees that damages would be an inadequate remedy for the Township for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.17 No Joint Venture - Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the Township or give the Owner any authority to bind the Township in any way.

7.18 Applicable Law - Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

7.19 Deed and Contract - By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

7.20 Sale of Affordable Units - The Owner must not, without the prior written consent of the Township acting in its sole discretion, sell or transfer the Affordable Units separately in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of less than all of the Affordable Units.

7.21 Term and Discharge – This Agreement, including the Rent Charge, shall expire and become null and void on the expiration of the Term. On or after the last day of the Term, the Owner may submit a discharge of this Agreement and cancellation of the notice of this Agreement filed in the LTO pursuant to section 483 of the *Local Government Act* to the Township and the Townshipshall, within a reasonable period of time after request by the Owner, execute and deliver to the Owner such discharge of this Agreement and cancellation of the notice.

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THE TERMS AND CONDITIONS UPON WHICH THIS HOUSING AGREEMENT/SECTION 219 COVENANT ARE ISSUED ARE HEREBY ACKNOWLEDGED AND AGREED TO BY:

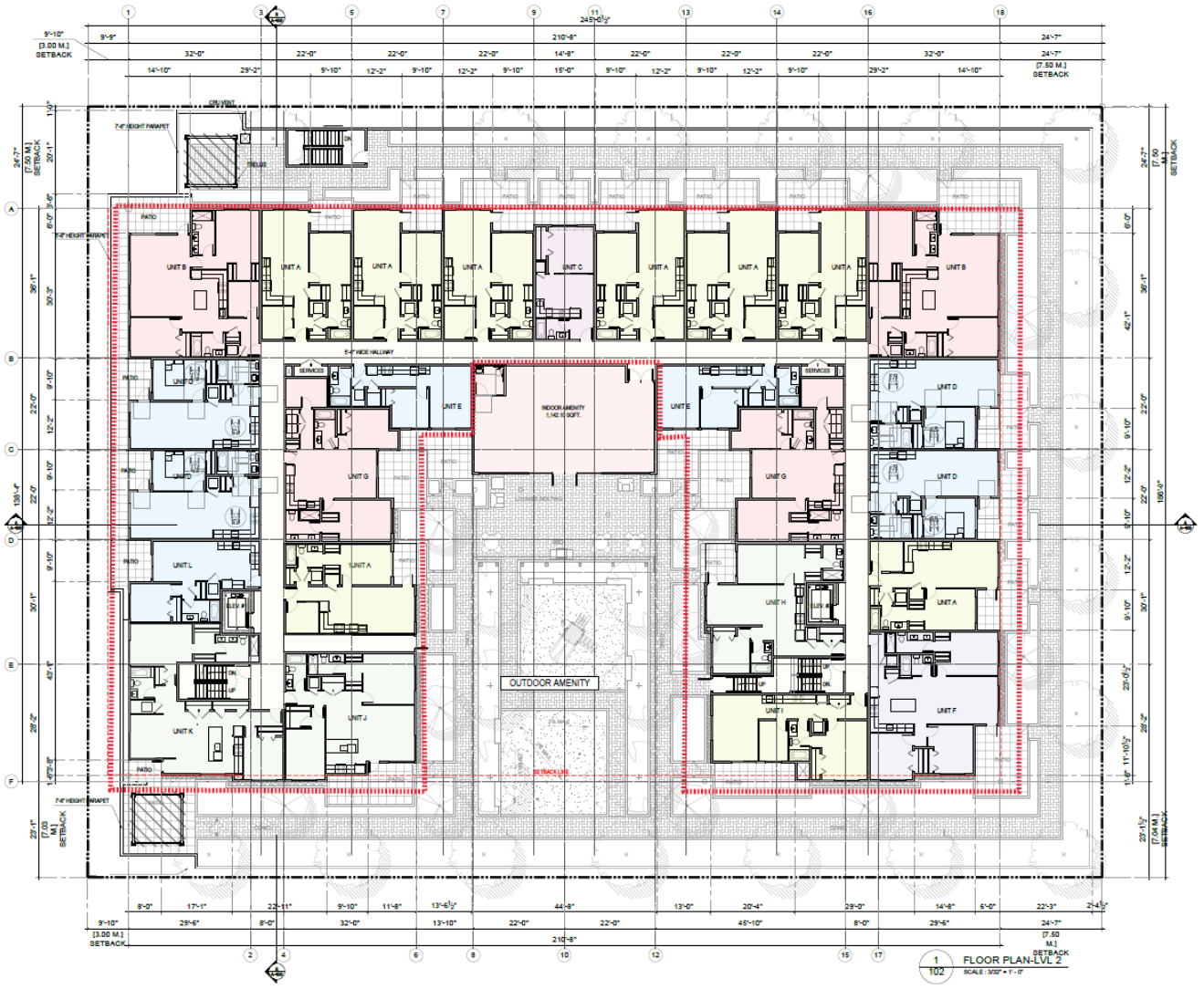
MANORLANE PROPERTIES (WILLOWBROOK) INC, by its authorized signatory:

_____
Signature

_____
Print Name

DRAFT

SCHEDULE "A"
LOCATION OF AFFORDABLE UNITS



NOTES:

Level 2:
25 Units*

*Does not include indoor amenity space

	I	
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	G	
20240621	F	REVISED DP SUBMISSION
20240409	E	REVISED SUBMISSION
20240319	D	REVISED AS PER CITY COMMENTING LETTER REV.
20240125	C	REVISED AS PER CITY COMMENTS
2019-09-03	B	RE-ISSUED 4 DP SUBMISSION
2019-07-04	A	PRELIMINARY SUBMISSION
BY		

df ARCHITECTURE inc.

1205-4871 SHELL ROAD
RICHMOND, BRITISH COLUMBIA
CANADA V6X 3Z6
T (604)284-5184 F (604)284-5131
info@dfarchitecture.ca

PROJECT
PROPOSED MIXED-USE DEVELOPMENT
6360 197th STREET,
LANGLEY, B.C.

CLIENT
MANORLANE HOMES(WILLOWBROOK)INC
201-2014 CAYER STREET,COQUITLAM,BC

DRAWN: MN
CHECKED: JD
SCALE: 3/32" = 1'-0"
JOB No.: LM-455
DATE: 20 DECEMBER 2019

SHEET TITLE
FLOOR PLAN-LEVEL 2

DRAWING No.: **A-102** | **F**



NOTES:

Level 3:
15 Units

	I	
	H	
	G	
2024/04/01	F	REVISED DP SUBMISSION
2024/04/04	E	REVISED SUBMISSION
2024/04/10	D	REVISED AS PER CITY COMMENTING (RZ REQ.)
2024/04/24	C	REVISED AS PER CITY COMMENTS
2019.09/02	B	RE-ZONING & DP SUBMISSION
2019.07/04	A	PRELIMINARY SUBMISSION
	REV.	

df ARCHITECTURE inc.
1205-4871 SHELL ROAD
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PROJECT:
PROPOSED MIXED-USE DEVELOPMENT
6560 197th STREET,
LANGLEY, B.C.

CLIENT:
MANORLANE HOMES(WILLOWBROOK)INC
201-2014 CAYER STREET,COQUITLAM,BC

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DRAWN:	MS
CHECKED:	JD
SCALE:	3/32" = 1'-0"
JOB No.:	[illegible]
DATE:	[illegible] 2019

SHEET TITLE:
FLOOR PLAN-LEVEL 3

DRAWING NO.: **A-103** | **F**

SCHEDULE "B"
STATUTORY DECLARATION

HOUSING AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF LANGLEY
AND

[INSERT NAME OF OWNER]

(the "**Housing Agreement**")

TO WITNESS:

I, _____ of _____, British Columbia,
[*Print name*] [*Address*]

DO SOLEMNLY DECLARE THAT:

1. This declaration is made with respect to the Lands municipally described as _____, Langley, British Columbia and legally described as PID: _____ (the "**Lands**").

2. I am the owner of the Lands and the Residential Housing Units constructed on the Lands and make this declaration to the best of my personal knowledge and believe the statements in this declaration are true.

3. I confirm that all Residential Housing Units are rented to a Tenant.

4. I confirm that all Affordable Units are rented to an Eligible Tenant.

5. I confirm that a not for profit organization is operating the Affordable Units.

6. This declaration is made pursuant to the Housing Agreement registered against title to the Lands.

7. I have received and reviewed a copy of the Housing Agreement and acknowledge that the terms and definitions in the Housing Agreement apply to this statutory declaration.

8. I agree to comply with the Owner's obligations under the Housing Agreement and other charges in favour of the Township registered in the Land Title Office against the Lands for so long as I am the Owner of the Lands.

DRAFT

9. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME AT _____ THIS _____ DAY OF_____, 20___	)	
_____	)	_____
Print name:		DECLARANT
A commissioner of oaths for the the Province of British Columbia [*Affix Commissioner's stamp or seal*	)	

NOTE: A false declaration may result in a fine of up to $2000.00, up to six months' imprisonment, or both.

DRAFT

ATTACHMENT A

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 101141

This Permit is issued this _____day of _____, 2021 to:

1. Name: Manorlane Properties (Willowbrook) Inc.

   Address: 201, 204 Cayer Street,
   Coquitlam BC, V3K 5B1

2. This Permit applies to and only to those lands within the Municipality described as follows and to any and all buildings, structures and other development thereon:

   LEGAL DESCRIPTION: Lot 47 Section 26 Township 8 New Westminster District Plan NWP44934

   CIVIC ADDRESS: 6350 – 197 Street

3. This Permit is issued subject to compliance with all of the Bylaws of the Municipality of Langley applicable thereto, except as specifically varied or supplemented by this permit and subject to the following conditions being satisfied to the acceptance of the General Manager of Engineering and Community Development:

   a. Building plans in substantial compliance with Schedule “A”;
   b. Landscape plans being in substantial compliance with Schedule “B” and in compliance with the Township’s Street Tree and Boulevard Planting Policy and Age Friendly Amenity Area requirements;
   c. Section 107.3 (iii) of Township of Langley Zoning Bylaw 1987 No. 2500 is hereby varied to reduce the minimum number of required parking spaces from 1.5 to 1 space for all apartment units;
   d. All signage being in compliance with the Township’s Sign Bylaw;
   e. All rooftop mechanical equipment to be screened from view; and
   f. All refuse areas to be located in an enclosure and screened.

   Although not part of the Development Permit requirements, the applicant is advised that prior to issuance of a building permit the following items will need to be finalized:

   a. Completion of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw;
   b. Completion of an onsite servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw;
   c. On-site landscaping to be secured by letter of credit at building permit stage;
   d. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place; and
   e. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees; and further

4. The land described herein shall be developed strictly in accordance with the terms, conditions and provisions of this Permit and any plans and specifications attached as a Schedule to this Permit which shall form a part hereof.

   This Permit is not a Building Permit.

All developments forming part of this Development Permit shall be substantially commenced within two years after the date the Development Permit is issued.

This permit shall have the force and effect of a restrictive covenant running with the land and shall come into force on the date of an authorizing resolution passed by Council.

It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreement (verbal or otherwise) with the developer other than those in this Permit.

This Permit shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS ____ DAY OF _____, 2021.

Attachments:

SCHEDULE A	Architectural Drawings
SCHEDULE B	Landscape Drawings

PROPOSED MIXED-USE DEVELOPMENT

6350 197 STREET, LANGLEY, BC

PROJECT DIRECTORY

CLIENT:
MANORLANE HOMES(WILLOWBROOK)INC.
201-2014 CAYER STREET,COQUITLAM,BC
CONTACT: BALRAJ MANN
T 604-521-4300
bmann@polycreterestorations.com

ARCHITECTURAL :
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1205 -4871 SHELL ROAD,
Richmond, B.C. V6X 3Z6
CONTACT: JESSIE ARORA
T 604-284-5194
jessie@dfarchitecture.ca

SURVEYOR:
DHALIWAL AND ASSOCIATES LAND SURVEYING INC
216-12899 76TH AVENUE,SURREY,BC
V3W1E6
CONTACT: SUKHVIR GREWALI
T 604-501-6188
info@dhaliwalsurvey.com

LANDSCAPE ARCHITECT:
PMG LANDSCAPE ARCHITECTS
C100-4185 STILL CREEK
DRIVE,BURNABY,BC,V5C6G9
CONTACT:MARY CHAN YIP
T 604-294-0011
mary@pmglandscape.comm

CIVIL:
COASTLAND ENGINEERING AND SURVEYING LTD.
101-19292,60 AVENUE,SURREY,BC
V3S3M2
CONTACT: MIKE HELLE
T 604-532-97-00
hell@coastland.bc.ca

ARBORIST:
ARBORTECH CONSULTING
145-12051 HORSESHOE
WAY,RICHMOND,BC V7A4V4
CONTACT: NORM HOL
T604-275-3884
norm@acigroup.ca

PROJECT INFO

LEGAL DESCRIPTION:
LT 1, SEC 10, TWP 8, NWD, PL LMP25699

CIVIC ADDRESS:
6350 197ST, LANGLEY,BC

ZONING INFORMATION:

ZONE:
EXISTING: C-1
PROPOSED: CD

OCP:
EXISTING: WILLOWBROOK COMMUNITY PLAN

LOT AREA:
GROSS SITE AREA = 45,586.8 SQFT. (4,235.2 SQM.)
NET SITE AREA = 45,586.8 SQFT. (4,235.2 SQM.)

SHEET LIST TABLE

A-001	COVER PAGE
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A-004	BASE PLAN
A-100	SITE PLAN/PARKADE PLAN
A-101	PARKADE PLAN
A-102 A-106	BUILDING PLANS
A-220 A-226	UNIT PLANS
A-300 A-301	ELEVATIONS
A-350 A-351	RENDERINGS



STREETSCAPE



NOTES:

REVISION		
	I	
	H	
	G	
2020/09/01	F	REVISED DP SUBMISSION
2020/06/05	E	REVISED SUBMISSION
2020/03/19	D	REVISED AS PER CITY COMMENTS/ADDITIONS
2020/02/21	C	REVISED AS PER CITY COMMENTS
2019/09/20	B	REVISIONS & DP SUBMISSION
2019/07/04	A	PRELIMINARY SUBMISSION

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PROJECT:
PROPOSED MIXED-USE DEVELOPMENT
6350 197th STREET,
LANGLEY, B.C.

CLIENT:
MANORLANE HOMES(WILLOWBROOK)INC.
201-2014 CAYER STREET,COQUITLAM,BC

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DRAWN:	NN
CHECKED:	ZB
SCALE:	–
JOB No.:	LAN–025
DATE:	DECEMBER 2018

SHEET TITLE:
COVER PAGE

SCHEDULE A

DRAWING NO.:
A-001 F

I.4

PROJECT DATA

CIVIC ADDRESS :	6350-197 STREET, LANGLEY, BC
LEGAL DESCRIPTION :	LT 1, SEC 30 TWP 8, NWD, PL LMP25699

LOT INFO		
LOT AREA	45,586.8 SQFT	4,235.2 SQM

ZONING	
EXISTING	C-1
PROPOSED	CD

SETBACKS		
NORTH (NEIGHBORING LOT-19750 64TH AVE)	24.6'	7.50 M
SOUTH (NEIGHBORING LOT-6334 197 ST.)	24.6'	7.50 M
WEST (FROM 197 ST.)	4.9'	1.50 M
EAST (NEIGHBORING LOT 6359 198 ST.)	24.6'	7.50 M

HEIGHT	
ALLOWED	6 STOREY
PROPOSED	6 STOREY

SITE COVERAGE		
PROPOSED	42,556.0 SQFT	93%

FAR CALCULATIONS

GROSS FLOOR AREA-RESIDENTIAL (EXCLUDING PARKING)

LEVEL	AREA	
MAIN FLOOR LEVEL (RES. LOBBY)	869.76 SQFT	80.80 SQM
SECOND FLOOR LEVEL (EXCLUDING INDOOR AMENITY)	20,722.4 SQFT	1,925.2 SQM
THIRD FLOOR LEVEL	22,426.5 SQFT	2,083.5 SQM
FOURTH FLOOR LEVEL	22,386.7 SQFT	2,079.8 SQM
FIFTH FLOOR LEVEL	22,327.2 SQFT	2,074.3 SQM
SIXTH FLOOR LEVEL	21,602.8 SQFT	2,007.0 SQM
TOTAL	110,335.4 SQFT	10,250.5 SQM

GROSS FLOOR AREA-COMMERCIAL

LEVEL	AREA	
MAIN FLOOR LEVEL	3,019.08 SQFT	280.5 SQM
TOTAL AREA PROPOSED	113354.5 SQFT	10531.0 SQM

FAR PROPOSED 2.49

UNIT COUNT

UNIT TYPE	SECOND LEVEL	THIRD LEVEL	FOURTH LEVEL	FIFTH LEVEL	SIXTH LEVEL	UNIT	PERCENTAGE
STUDIO	1	1	1	1	1	5	3.76%
1 BEDROOM	3	3	3	3	5	17	12.78%
1 BEDROOM - ADAPTABLE	4	6	2	2	0	14	10.53%
1 BEDROOM + DEN	9	8	12	12	12	53	39.85%
2 BEDROOM	3	3	3	3	3	15	11.3%
2 BEDROOM +DEN	4	4	4	4	4	20	15.0%
3 BEDROOM	1	1	1	1	1	5	3.8%
3 BEDROOM + FLEX	0	1	1	1	1	4	3.0%
TOTAL ON EACH FLOOR	25	27	26	26	27	133	100.0%
TOTAL NO. OF UNITS							133

AMENITY CALCULATION

OUTDOOR AMENITY	NO. OF UNITS	AREA PER UNIT	AREA	
REQUIRED	133	4.0 SQM	5,724.3 SQFT	532.0 SQM
PROVIDED ON SECOND FLOOR (TOTAL COMMON OUTDOOR AREA INCLUDING LOUNGE+PLAYAREA+LANDSCAPING)			12,217.7 SQFT	1135.0 SQM
INDOOR AMENITY			AREA	
PROVIDED ON SECOND FLOOR			1,134.4 SQFT	105.4 SQM

GARBAGE RM. CALCULATION

RESIDENTIAL				
REQUIRED	133		671.1 SQFT	62.37 SQM
COMMERCIAL				
REQUIRED		0.0182 SQM	94.7 SQFT	8.80 SQM
TOTAL REQUIRED			765.8 SQFT	71.17 SQM
TOTAL PROVIDED			774.7 SQFT	72.00 SQM

NOTES:

REVISION		
	I	
	H	
	G	
20200331	F	REVISED OP SUBMISSION
20200306	E	REVISED SUBMISSION
20200219	D	REVISED AS PER CITY COMMENTS(2ND REV..
20200103	C	REVISED AS PER CITY COMMENTS
2019.0930	B	RE-ZONING & OP SUBMISSION
2019.0704	A	PRELIMINARY SUBMISSION

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PROJECT:
PROPOSED MIXED-USE DEVELOPMENT
6350 197th STREET,
LANGLEY, B.C.

CLIENT:
MANORLANE HOMES(WILLOWBROOK)INC.
201-2014 CAYER STREET,COQUITLAM,BC

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DRAWN: MK
CHECKED: ZB
SCALE: -
JOB No.: LAN-025
DATE: DECEMBER 2018
SHEET TITLE:

DEVELOPMENT DATA

DRAWING NO.: A-002

I.4F

UNIT SCHEDULE

UNIT TYPE		AREA	NO OF UNITS LEVEL 2	NO OF UNITS LEVEL 3	NO OF UNITS LEVEL 4	NO OF UNITS LEVEL 5	NO OF UNITS LEVEL 6
TYPE A	1 BEDROOM+DEN	649.1 SQFT	8				
TYPE A1	1 BEDROOM+DEN	673.0 SQFT		8	12	12	1
TYPE A2	1 BEDROOM+DEN	631.0 SQFT					11
TYPE A3	1 BEDROOM	615.1 SQFT					2
TYPE B	2 BEDROOM+DEN	1065.7 SQFT	2				
TYPE B1	2 BEDROOM+DEN	1070.3 SQFT		2			
TYPE B2	2 BEDROOM+DEN	1050.3 SQFT			2	2	
TYPE B3	2 BEDROOM+DEN	1020.5 SQFT					2
TYPE C	STUDIO	410.7 SQFT	1	1	1	1	1
TYPE D-ADAPTABLE	1 BEDROOM	649.0 SQFT	4	2	2	2	
TYPE D1-ADAPTABLE	1 BEDROOM	673.0 SQFT		4			
TYPE E	1 BEDROOM	475.1 SQFT	2	2	2	2	2
TYPE F	3 BEDROOM	1054.4 SQFT	1				
TYPE F1	3 BEDROOM	1077.5 SQFT		1	1		
TYPE F2	3 BEDROOM	1054.4 SQFT				1	
TYPE F3	3 BEDROOM	1054.4 SQFT					1
TYPE G	2 BEDROOM+DEN	914.2 SQFT	2	2	2	2	2
TYPE H	2 BEDROOM	826.7 SQFT	1	1	1	1	1
TYPE I	1 BEDROOM+DEN	710.1 SQFT	1				
TYPE I1	2 BEDROOM	838.3 SQFT		1	1		
TYPE I2	2 BEDROOM	803.8 SQFT				1	1
TYPE J	2 BEDROOM	927.2 SQFT	1				
TYPE J1	3 BEDROOM+FLEX	1100.8 SQFT		1	1	1	
TYPE J2	3 BEDROOM+FLEX	1080.1 SQFT					1
TYPE K	2 BEDROOM	1057.5 SQFT	1				
TYPE K1	2 BEDROOM	1041.3 SQFT		1	1		
TYPE K2	2 BEDROOM	1041.3 SQFT				1	
TYPE K3	2 BEDROOM	1007.9 SQFT					1
TYPE L	1 BEDROOM	511.9 SQFT	1				
TYPE L1	1 BEDROOM	531.7 SQFT		1	1	1	
TYPE L2	1 BEDROOM	497.2 SQFT					1
			25	27	27	27	27

OFF STREET PARKING (RESIDENTIAL & COMMERCIAL)

RESIDENTIAL PARKADE				
UNIT TYPE	NO. OF UNITS	CARS PER DWELLING	NO. OF CARS	SAY
	133	1	133	133
VISITOR PARKING(10% OF TOTAL RES. PARKING)			13.3	13
COMMERCIAL PARKADE				
COMMERCIAL	1 CAR/20 SQM.			
NO. OF PARKING REQUIRED	280.5	14.0		14
TOTAL NO. OF PARKING REQUIRED				160
PARKADE PROVIDED				
PARKADE LVL 1 (STALLS TO BE LEASED)				43
PARKADE LVL 1 (VISITOR AND CRU PARKING)				27
PARKADE LVL 1 (RESIDENTIAL PARKING)				16
PARKADE LVL-2 (RESIDENTIAL PARKING)				117
TOTAL NO. OF PARKING PROPOSED				203
SMALL CAR STALLS PROPOSED		39		19%
ACCESIBLE CAR STALLS PROPOSED		18		9%
LOCKER SPACES				
PROVIDED			45	

NOTES:

REVISION		
	I	
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20200601	F	REVISED DP SUBMISSION
20200506	E	REVISED DP SUBMISSION
20200214	D	REVISED AS PER CITY COMMENTS/ADJUSTMENTS
20200421	C	REVISED AS PER CITY COMMENTS
2019.0930	B	RESUBMISSION & DP SUBMISSION
2019.0704	A	PRELIMINARY SUBMISSION

df ARCHITECTURE inc.
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PROJECT:
PROPOSED MIXED-USE DEVELOPMENT
6350 197th STREET,
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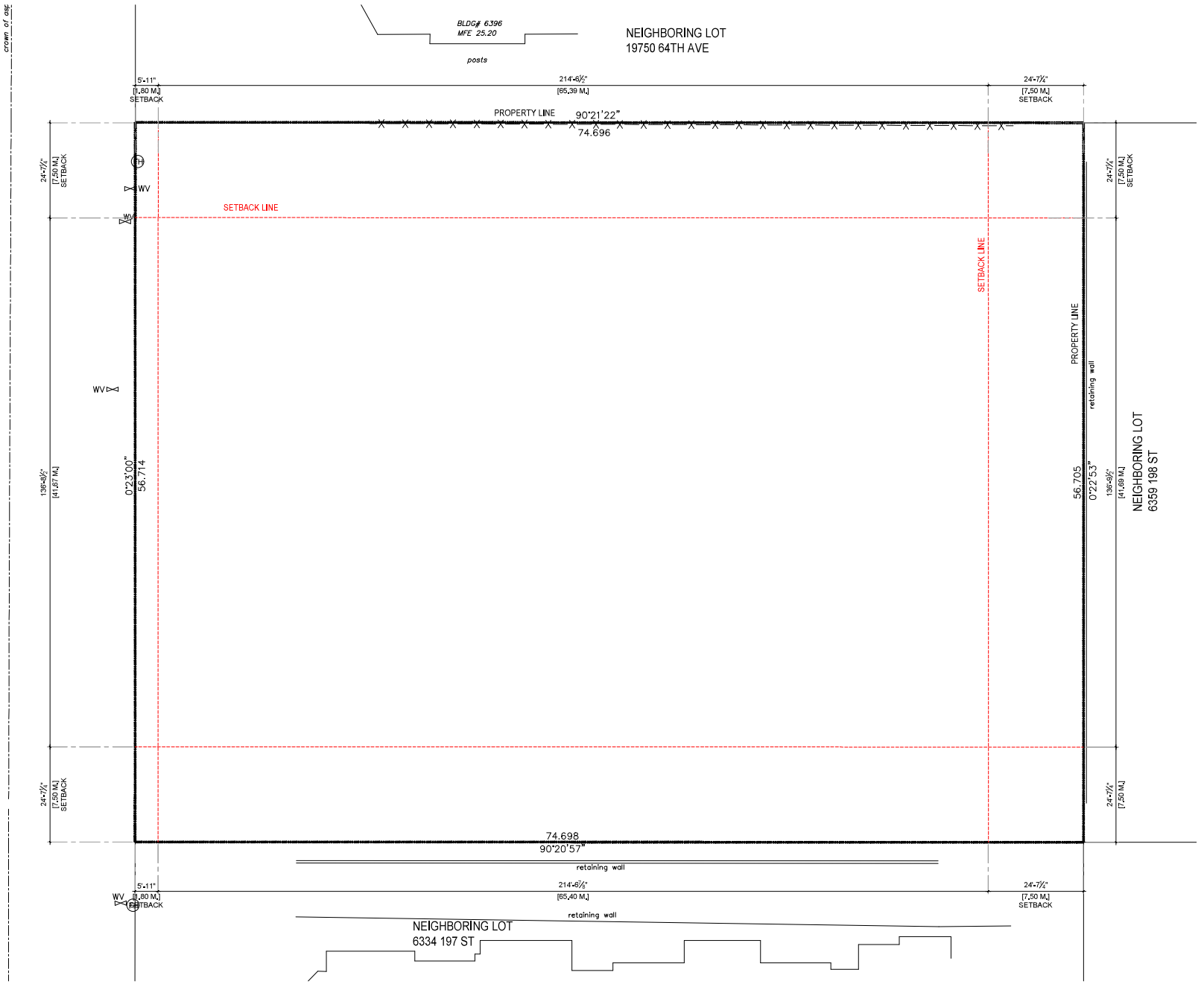
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201-2014 CAYER STREET,COQUITLAM,BC

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DRAWN: NN
CHECKED: ZB
SCALE: –
JOB No.: LAN–025
DATE: DECEMBER 2018
SHEET TITLE:

DEVELOPMENT DATA

DRAWING NO.: A-003 F



NOTES:

REVISION		
	I	
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2020/09/01	F	REVISED DP SUBMISSION
2020/05/05	E	REVISED SUBMISSION
2020/01/14	D	REVISED AS PER CITY COMMENTS/SUBMISSION
2019/04/24	C	REVISED AS PER CITY COMMENTS
2019/03/29	B	RE-ISSUED & DP SUBMISSION
2019/02/04	A	PRELIMINARY SUBMISSION

df ARCHITECTURE inc.
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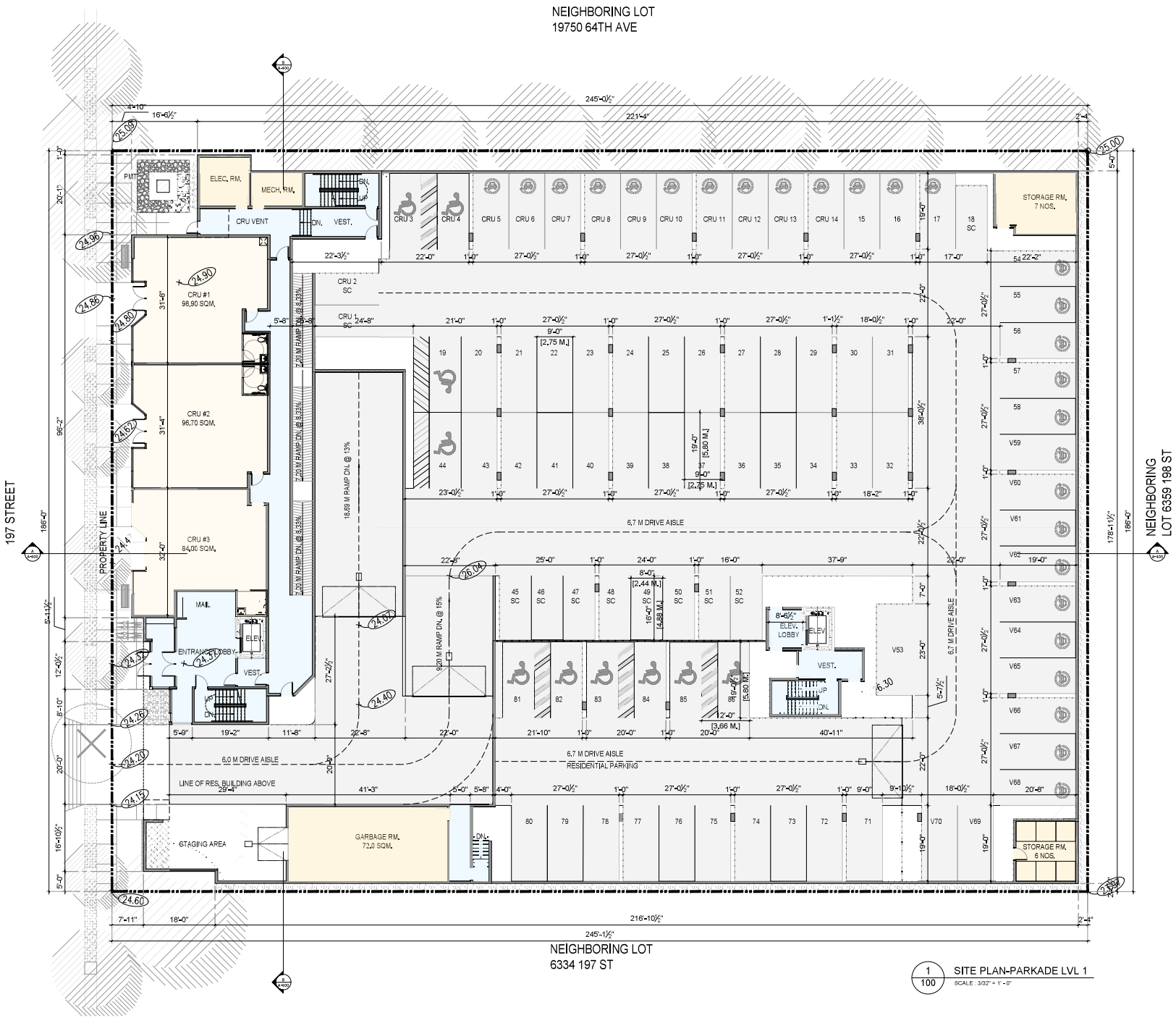
DRAWN:	NN
CHECKED:	ZB
SCALE:	–
JOB No.:	LAN–025
DATE:	DECEMBER 2018
SHEET TITLE:	

BASE PLAN

DRAWING NO.: **A-004** F

I.4

T:\LANGLEY\PROJECTS\LAN-025 COVER.dwg



NOTES:

REVISION		
	I	
	H	
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2020/03/31	F	REVISED DP SUBMISSION
2020/03/06	E	REVISED SUBMISSION
2020/01/13	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
2020/04/23	C	REVISED AS PER CITY COMMENTS
2019/09/05	B	RE-ZONING & DP SUBMISSION
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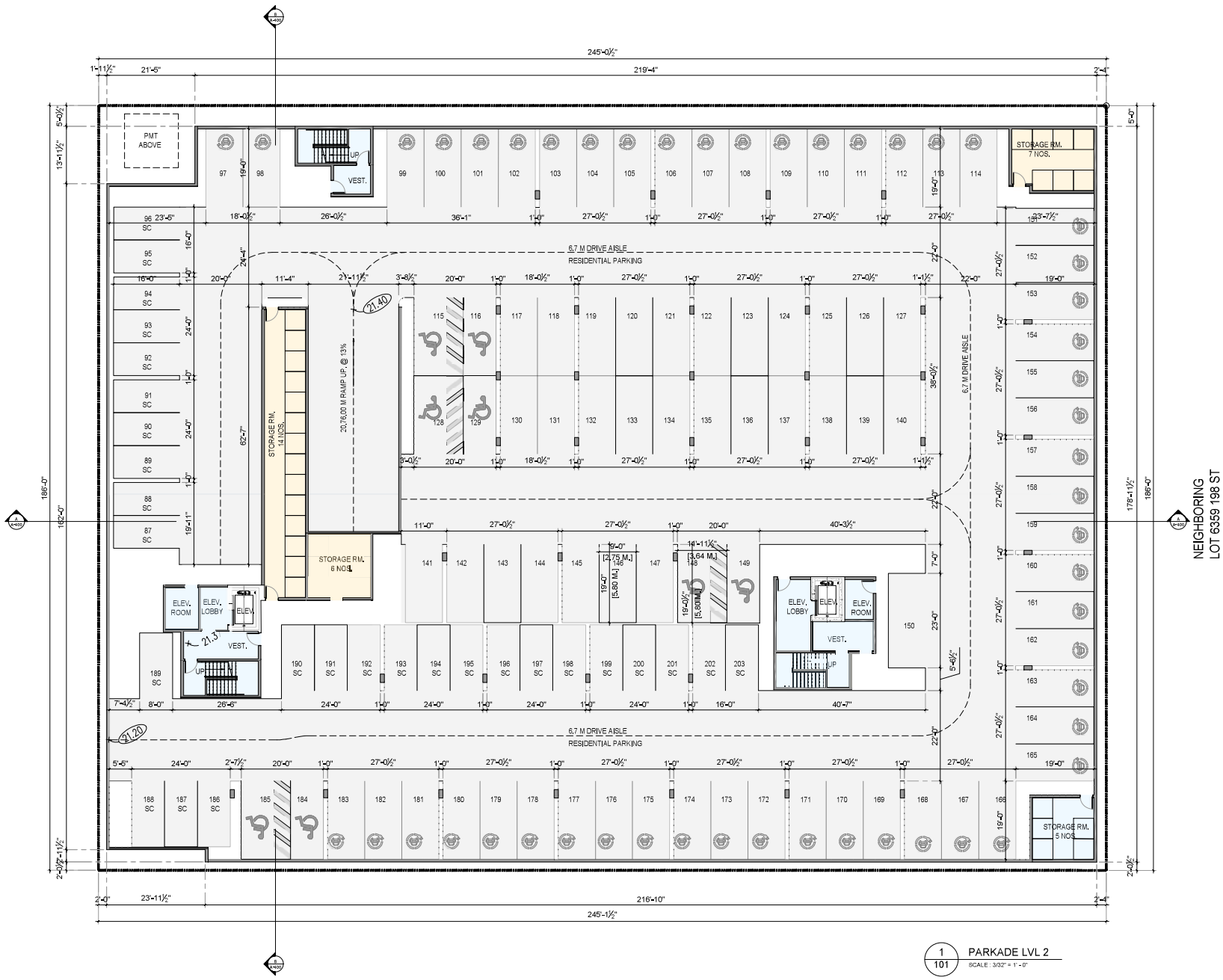
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DRAWN:	NN
CHECKED:	DB
SCALE:	3/32" = 1'-0"
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

SITE PLAN
PARKADE LEVEL 1/CRU

DRAWING NO.:
A-100

I.4F



1 / 101 PARKADE LVL 2
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
	I	
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20200331	F	REVISED DP SUBMISSION
20200228	E	REVISED SUBMISSION
20200213	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
20200124	C	REVISED AS PER CITY COMMENTS
2019.09.05	B	RE-ZONING & DP SUBMISSION
2019.07.04	A	PRELIMINARY SUBMISSION

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1205-4871 SHELL ROAD
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PROJECT:
PROPOSED MIXED-USE DEVELOPMENT
6350 197th STREET,
LANGLEY, B.C.

CLIENT:

MANORLANE HOMES(WILLOWBROOK)INC.
201-2014 CAYER STREET,COQUITLAM,BC

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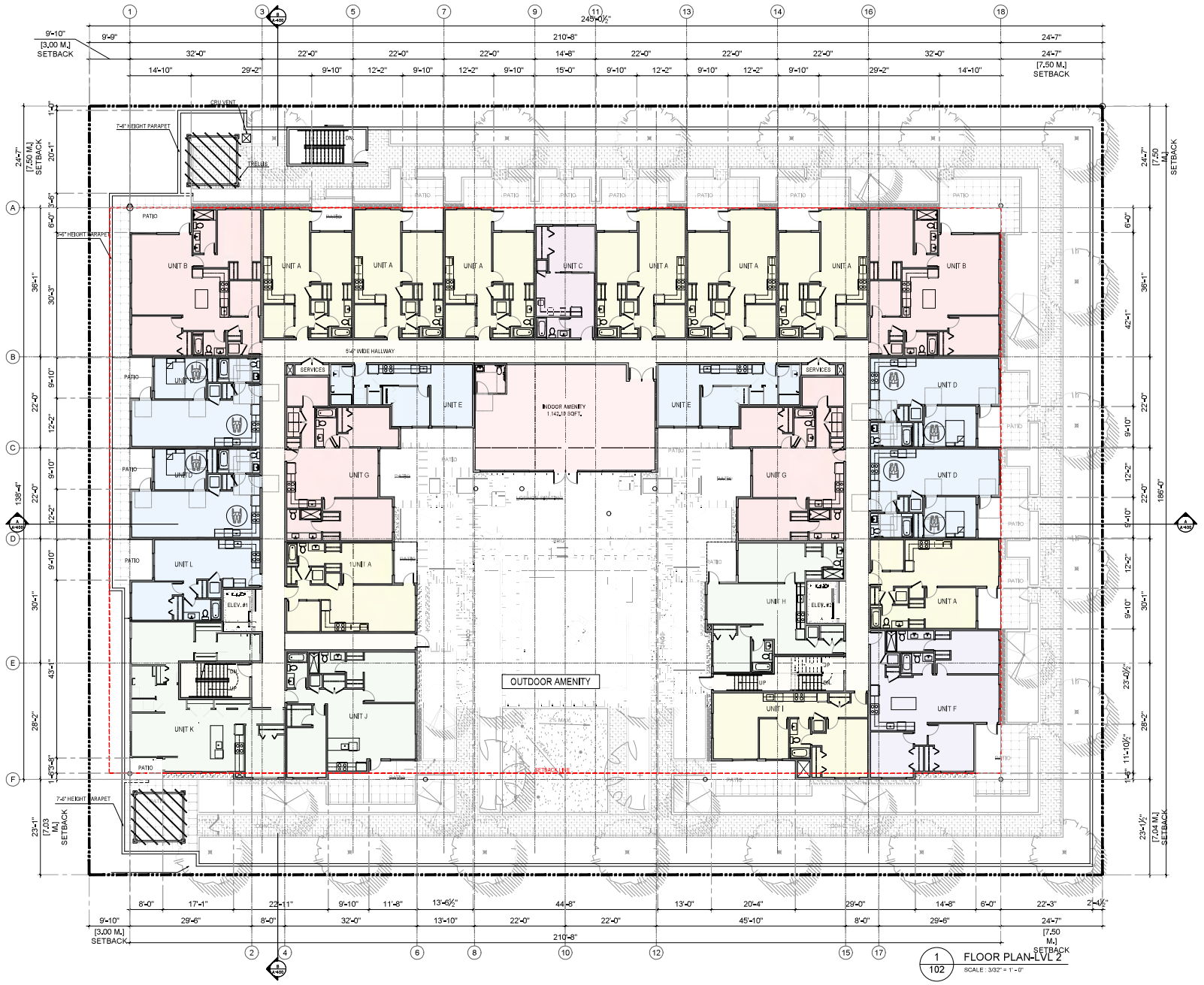
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

PARKADE LEVEL 2

DRAWING NO.:
A-101

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1/102 FLOOR PLAN-LVL 2
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
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2020/03/31	F	REVISED DP SUBMISSION
2020/03/06	E	REVISED SUBMISSION
2020/01/13	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
2020/04/24	C	REVISED AS PER CITY COMMENTS
2019/09/05	B	RE-ZONING & DP SUBMISSION
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

FLOOR PLAN-LEVEL 2

DRAWING NO.: **A-102** **F**



1/103 FLOOR PLAN-LVL 3
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
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20200331	F	REVISED DP SUBMISSION
20200306	E	REVISED SUBMISSION
20200219	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
20200123	C	REVISED AS PER CITY COMMENTS
2019/0905	B	RE-ZONING & DP SUBMISSION
2019/0704	A	PRELIMINARY SUBMISSION

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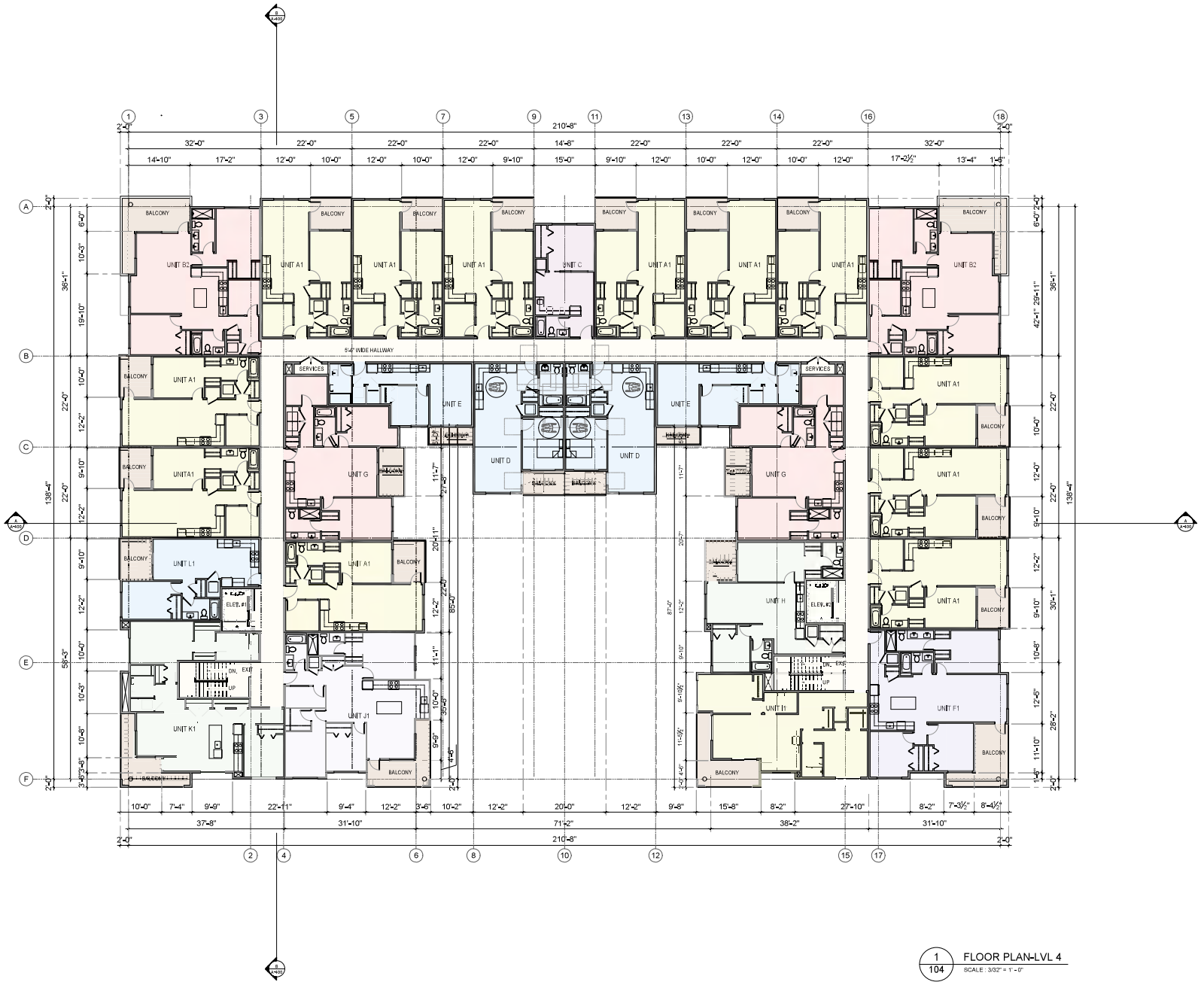
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-035
DATE:	DECEMBER 2018
SHEET TITLE:	

FLOOR PLAN-LEVEL 3

DRAWING NO.:
A-103

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1/104 FLOOR PLAN-LVL 4
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
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2020/03/31	F	REVISED DP SUBMISSION
2020/03/06	E	REVISED SUBMISSION
2020/01/13	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
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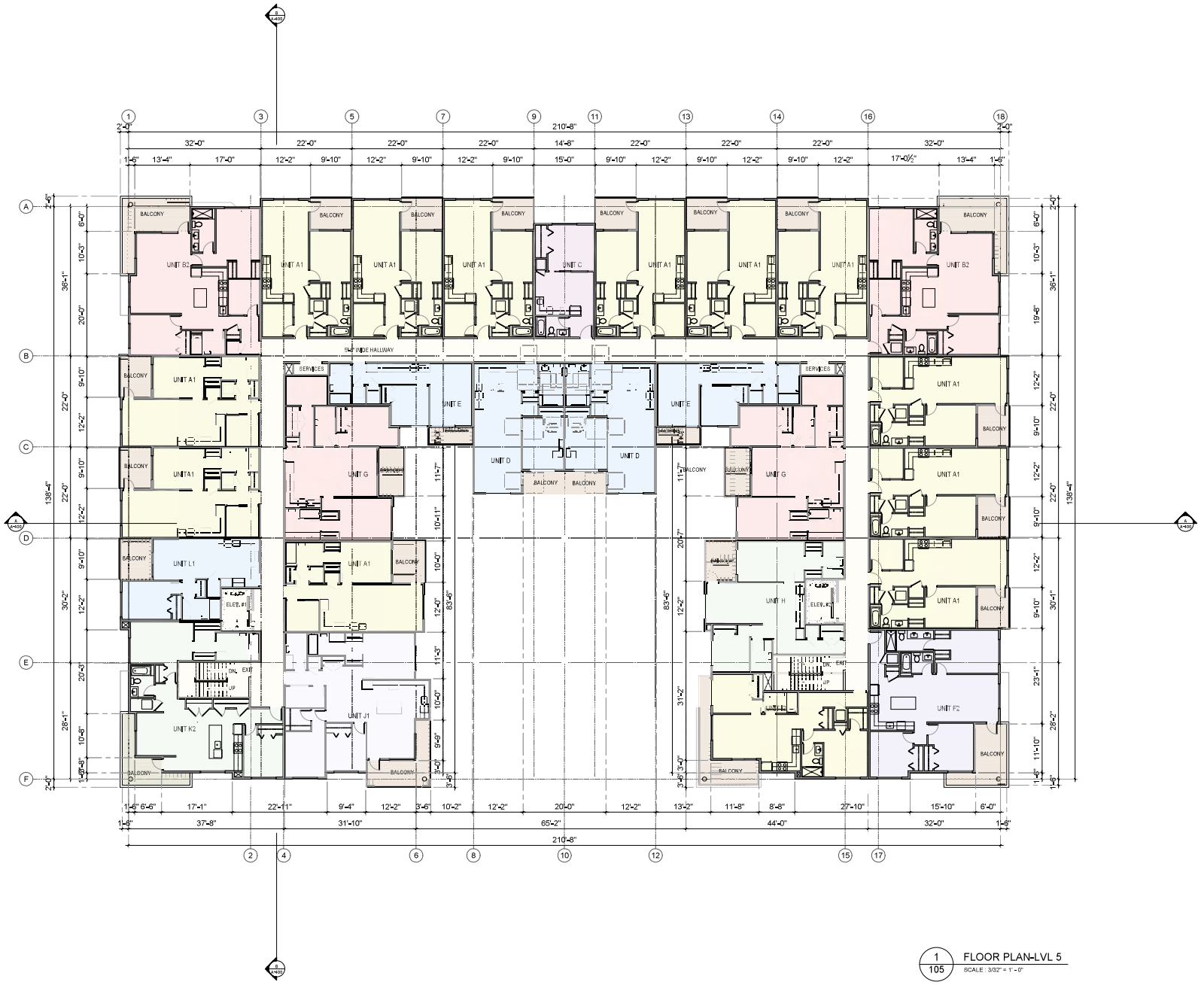
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JOB No.:	LAN-035
DATE:	DECEMBER 2018
SHEET TITLE:	

FLOOR PLAN-LEVEL 4

DRAWING NO.: **A-104** **F**

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1 / 105 FLOOR PLAN-LVL 5
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
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2020/03/31	F	REVISED DP SUBMISSION
2020/03/06	E	REVISED SUBMISSION
2020/01/13	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
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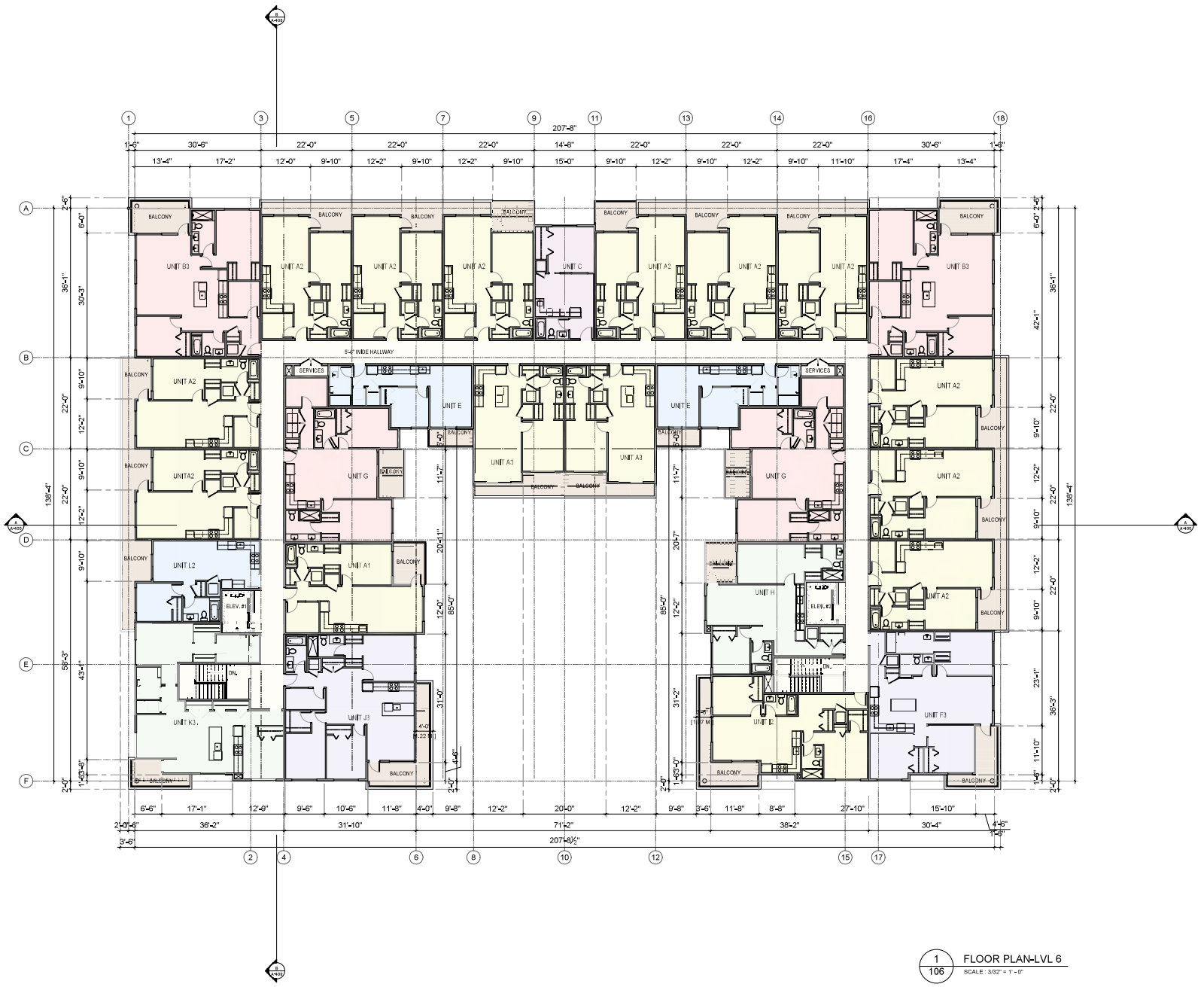
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-035
DATE:	DECEMBER 2018
SHEET TITLE:	

FLOOR PLAN-LEVEL 5

DRAWING NO.:
A-105

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1 / 106 FLOOR PLAN-LVL 6
SCALE : 3/32" = 1' - 0"

NOTES:

REVISION		
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20200331	F	REVISED DP SUBMISSION
20200306	E	REVISED SUBMISSION
20200219	D	REVISED AS PER CITY COMMENTS/CLIENT REQ.
20200123	C	REVISED AS PER CITY COMMENTS
2019/0905	B	RE-ZONING & DP SUBMISSION
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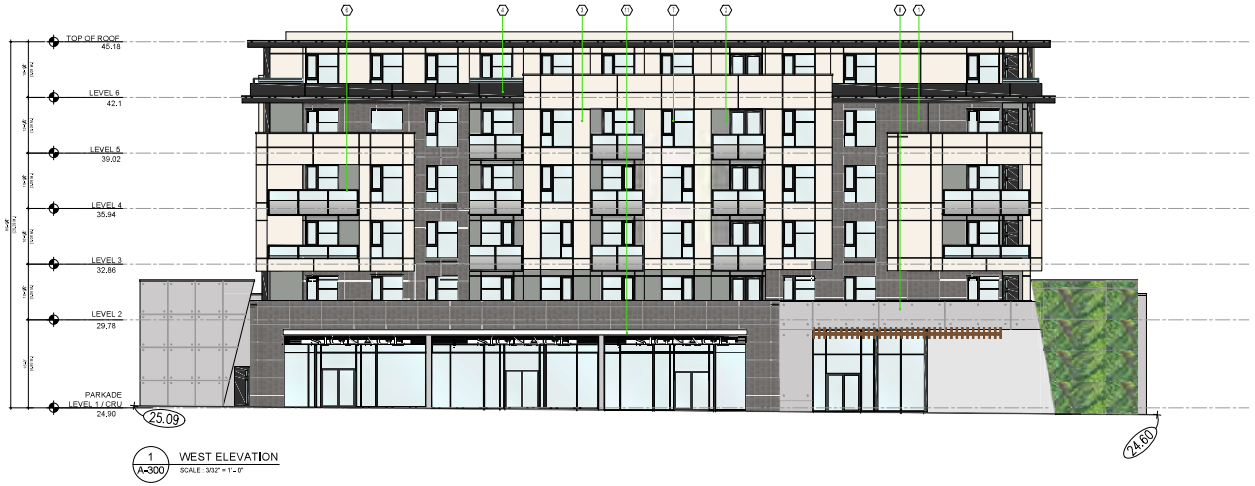
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DATE:	DECEMBER 2018
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FLOOR PLAN-LEVEL 6

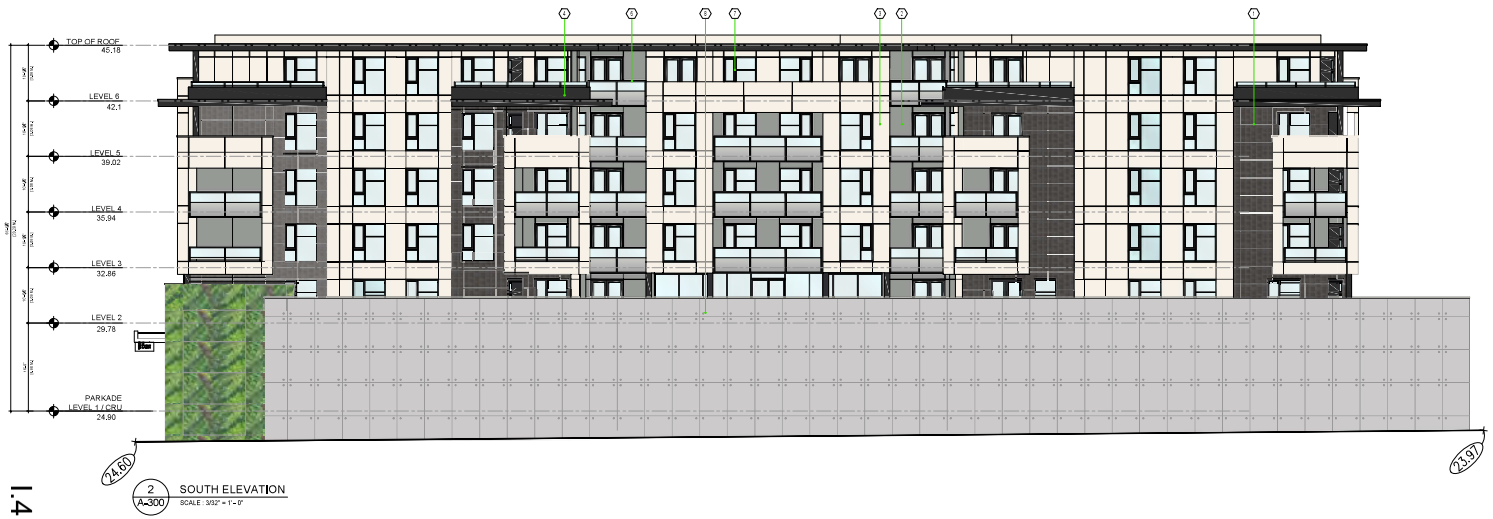
DRAWING NO.:
A-106

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1 A-300 WEST ELEVATION
SCALE : 3/32" = 1'-0"



2 A-300 SOUTH ELEVATION
SCALE : 3/32" = 1'-0"

SCHEDULE OF FINISHES (OPTION-1):

1. BRICK - MUTUAL MATERIALS
   COLOR: COALCREEK
2. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7967-CITYSCAPE
3. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7102- WHITE FLOUR
4. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7674-PEPPERCORN
5. SOFFIT: 6" WOODTONE HARDIE
   RUSTICSERIES LAP
   COLOR: SUMMER WHEAT
6. POWDER COATED ALUMINUM RAILING WITH
   SAFETY GLASS (TRANSPARENT) COLOR TO
   MATCH SW7674-PEPPERCORN- GRAPHITE
   WITH SAFETY GLASS(TRANSPARENT)
7. PAINTED VINYL WINDOWS
   COLOR TO MATCH SW 7674-PEPPERCORN
8. ARCHITECTURAL FINISH CONCRETE
9. SOFFIT COLOR TO MATCH-SW7102 WHITE
   FLOUR
10. SOFFIT COLOR TO MATCH
    SW7967-CITYSCAPE
11. GLASS AWNING
12. LIVE GREEN WALL
13. 2"*12" SMOOTH FINISH HARDIE FASCIA
    BOARD PAINTED TO MATCH
    SW7674-PEPPERCORN

NOTES:

REVISION		
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20200331	F	REVISED DP SUBMISSION
20200228	E	REVISED SUBMISSION
20200213	D	REVISED AS PER CITY COMMENTS(JOINT REV..
20200123	C	REVISED AS PER CITY COMMENTS
2019.09.05	B	RE-ZONING & DP SUBMISSION
2019.07.04	A	PRELIMINARY SUBMISSION

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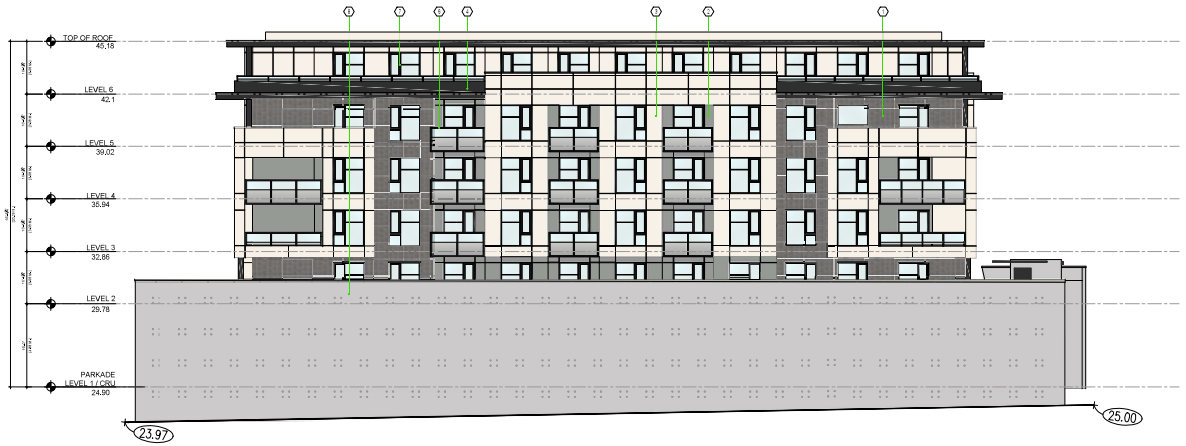
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

ELEVATIONS

DRAWING NO.:
A-300

I.4 F



1 A-301 EAST ELEVATION
SCALE : 3/32" = 1'-0"



2 A-301 NORTH ELEVATION
SCALE : 3/32" = 1'-0"

SCHEDULE OF FINISHES (OPTION-1):

1. BRICK - MUTUAL MATERIALS
   COLOR: COALCREEK
2. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7967-CITYSCAPE
3. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7102- WHITE FLOUR
4. SMOOTH FINISH HARDIE REVEAL 2.0 PANEL
   COLOR TO MATCH SW 7674-PEPPERCORN
5. SOFFIT: 6" WOODTONE HARDIE
   RUSTICSERIES LAP
   COLOR: SUMMER WHEAT
6. POWDER COATED ALUMINUM RAILING WITH SAFETY GLASS (TRANSPARENT) COLOR TO MATCH SW7674-PEPPERCORN- GRAPHITE WITH SAFETY GLASS(TRANSPARENT)
7. PAINTED VINYL WINDOWS
   COLOR TO MATCH SW 7674-PEPPERCORN
8. ARCHITECTURAL FINISH CONCRETE
9. SOFFIT COLOR TO MATCH-SW7102 WHITE FLOUR
10. SOFFIT COLOR TO MATCH SW7967-CITYSCAPE
11. GLASS AWNING
12. LIVE GREEN WALL
13. 2"*12" SMOOTH FINISH HARDIE FASCIA BOARD PAINTED TO MATCH SW7674-PEPPERCORN

NOTES:

REVISION		
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20190905	F	REVISED DP SUBMISSION
20190705	E	REVISED SUBMISSION
20190614	D	REVISED AS PER CITY COMMENTS/SUBMISSION
20190423	C	REVISED AS PER CITY COMMENTS
2019-03-25	B	RE-ISSUED & DP SUBMISSION
2019-0704	A	PRELIMINARY SUBMISSION

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SCALE: 3/32" = 1'-0"	
JOB No.: LAN-025	
DATE: DECEMBER 2018	
SHEET TITLE:	

ELEVATIONS

DRAWING NO.: **A-301** F

I.4



1 A-350 RENDERING FROM 197 STREET
SCALE : NTS.



2 A-350 RENDERING FROM RESIDENTIAL ENTRANCE
SCALE : NTS.

NOTES:

REVISION		
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2020/09/01	F	REVISED DP SUBMISSION
2020/05/05	E	REVISED DP SUBMISSION
2020/03/11	D	REVISED AS PER CITY COMMENTS/MUNICIPAL REQ.
2020/02/21	C	REVISED AS PER CITY COMMENTS
2019/09/20	B	REVISIONS & DP SUBMISSION
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SCALE:	NTS.
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

RENDERINGS

DRAWING NO.: **A-350** F

I.4



1 / A-351 RENDERING FROM 197 STREET
SCALE : NTS.



2 / A-351 RENDERING FROM SECOND LEVEL COURTYARD
SCALE : NTS.

NOTES:

REVISION		
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2020/09/01	F	REVISED DP SUBMISSION
2020/05/05	E	REVISED SUBMISSION
2020/01/14	D	REVISED AS PER CITY COMMENTS/ADJUSTMENTS
2020/04/24	C	REVISED AS PER CITY COMMENTS
2019/09/30	B	REVISIONS & DP SUBMISSION
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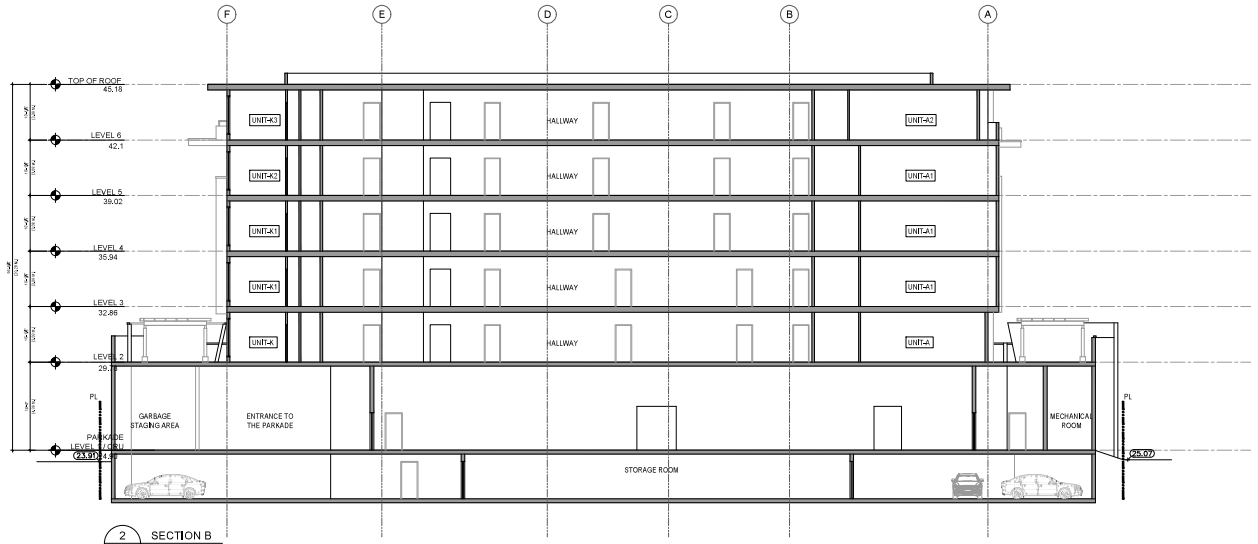
RENDERINGS

DRAWING NO.: **A-351** F

I.4



1 A-400 SECTION A
SCALE : 3/32" = 1'-0"



2 A-400 SECTION B
SCALE : 3/32" = 1'-0"

NOTES:

REVISION		
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2020/03/31	F	REVISED DP SUBMISSION
2020/03/06	E	REVISED SUBMISSION
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SCALE:	3/32" = 1'-0"
JOB No.:	LAN-025
DATE:	DECEMBER 2018
SHEET TITLE:	

SECTIONS

DRAWING NO.:
A-400

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PLANT SCHEDULE

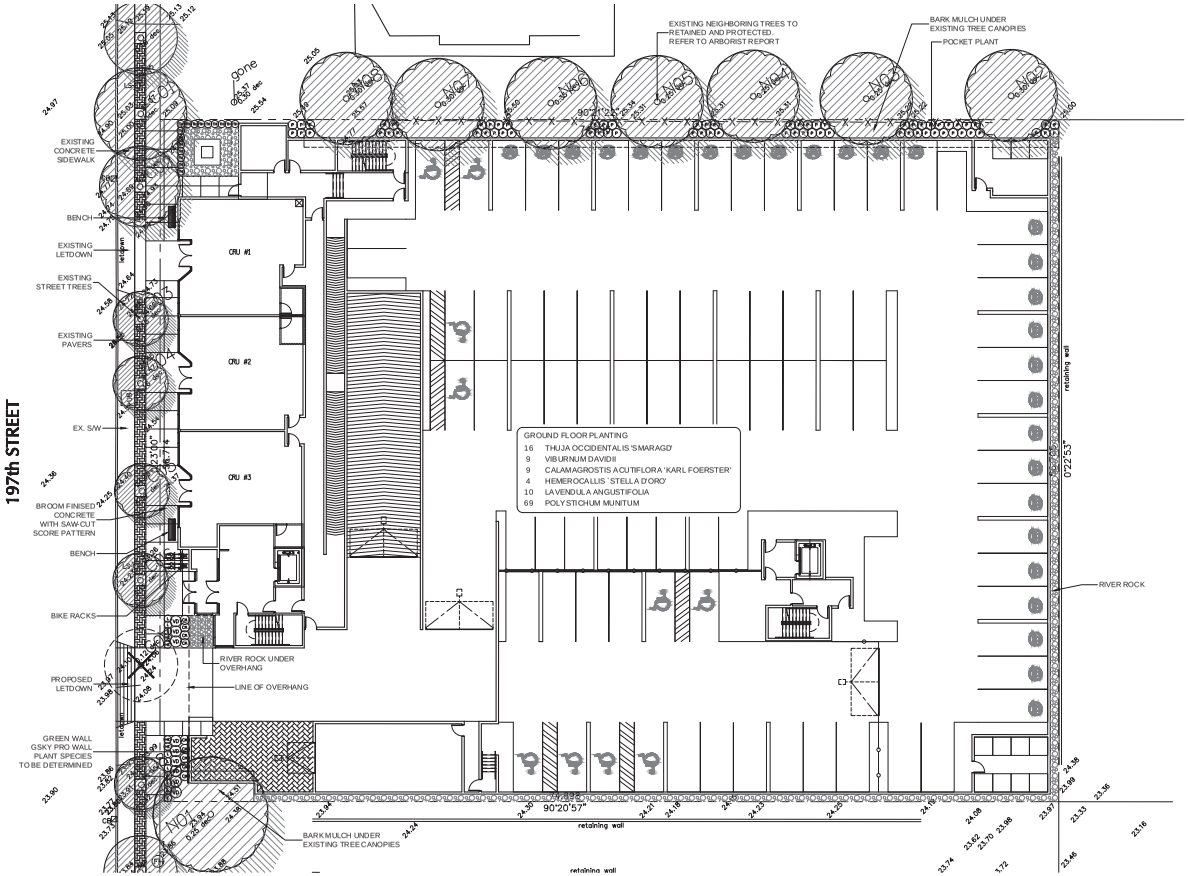
PMG PROJECT NUMBER: 19-134

KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE				
	6	ACER JAPONICUM	FULLMOON MAPLE	2.5M HT; B&B
	11	CORNUS KOUSA 'SATOMI'	PINK KOUSA DOGWOOD	2.5M HT; B&B
	17	STYRAX JAPONICUS 'PINK CHIMES'	PINK FLOWERED JAPANESE SNOWBELL	5CM CAL; B&B
SHRUB				
EU	27	EUONYMUS ALATA 'COMPACTUS'	COMPACT WINGED BURNING BUSH	#3 POT; 50CM
HY	17	HYDRANGEA MACROPHYLLA	BIGLEAF HYDRANGEA	#3 POT; 80CM
NA	58	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	#3 POT; 50CM
PI	142	PIERIS JAPONICA 'FOREST FLAME'	PIERIS; WHITE BLOOMS	#3 POT; 50CM
PR	114	PRUNUS LAUROCERASUS 'ZABELIANA'	ZABLES LAUREL	#2 POT; 30CM
RH	25	RHODODENDRON 'CAROLINE GRACE'	RHODODENDRON; CREAM PINK	#2 POT; 30CM
SK	7	SKIMMIA JAPONICA (10% MALE)	JAPANESE SKIMMIA	#2 POT; 30CM
SP	97	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	#2 POT; 40CM
SY	10	SYRINGA VULGARIS	LILAC	#3 POT; 80CM
TA	122	TAXUS X MEDIA 'H.M. EDDIE'	EDDIE'S YEW	1.2M B&B
TH	16	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN CEDAR	1.2M HT; B&B
VI	149	VIBURNUM DAVIDII	DAVID'S VIBURNUM	#2 POT; 30CM
VT	14	VIBURNUM TINUS 'SPRING BOUQUET'	DWARF VIBURNUM	#3: POT; 50CM
GRASS				
CA	38	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	#1 POT
IM	64	IMPERATA CYLINDRICA 'RED BARON'	BLOOD GRASS	#1 POT
PE	25	PENNISETUM ALOPECUROIDES 'HAMELIN'	DWARF FOUNTAIN GRASS	#1 POT
PERENNIAL				
HE	231	HEMEROCALLIS 'STELLA D'ORO'	DAYLILY; YELLOW	#1 POT; 1-2 FAN
LA	50	LAVENDULA ANGUSTIFOLIA	ENGLISH LAVENDER	15CM POT; #1 POT
GC				
DF	39	BLECHNUM SPICANT	DEER FERN	#1 POT; 20CM
PM	82	POLYSTICHUM MUNITUM	WESTERN SWORD FERN	#1 POT; 25CM

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. * ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. * ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE IFREE NURSERY. * BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.



GREENWALL: GSKY PRO WALL



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pmg LANDSCAPE ARCHITECTS
Suite C100 - 4185 Still Creek Drive
Burnaby, British Columbia, V5C 6G9
p: 604 294-0011 ; f: 604 294-0022

SEAL:

NO.	DATE	REVISION DESCRIPTION	DR.
4	20.AUG.21	REMOVE RAILING NOTE	DO
3	20.AUG.10	NEW SITE PLAN	YR
2	20.JUL.08	AHJ COMMENTS	DO
1	20.JUN.10	NEW SITE PLAN	DO

CLIENT:

PROJECT:

MIXED-USE DEVELOPMENT

6350 197th STREET
LANGLEY, B.C.

TOL PROJECT NO: 10-0042

DRAWING TITLE:

LANDSCAPE PLAN GROUND FLOOR

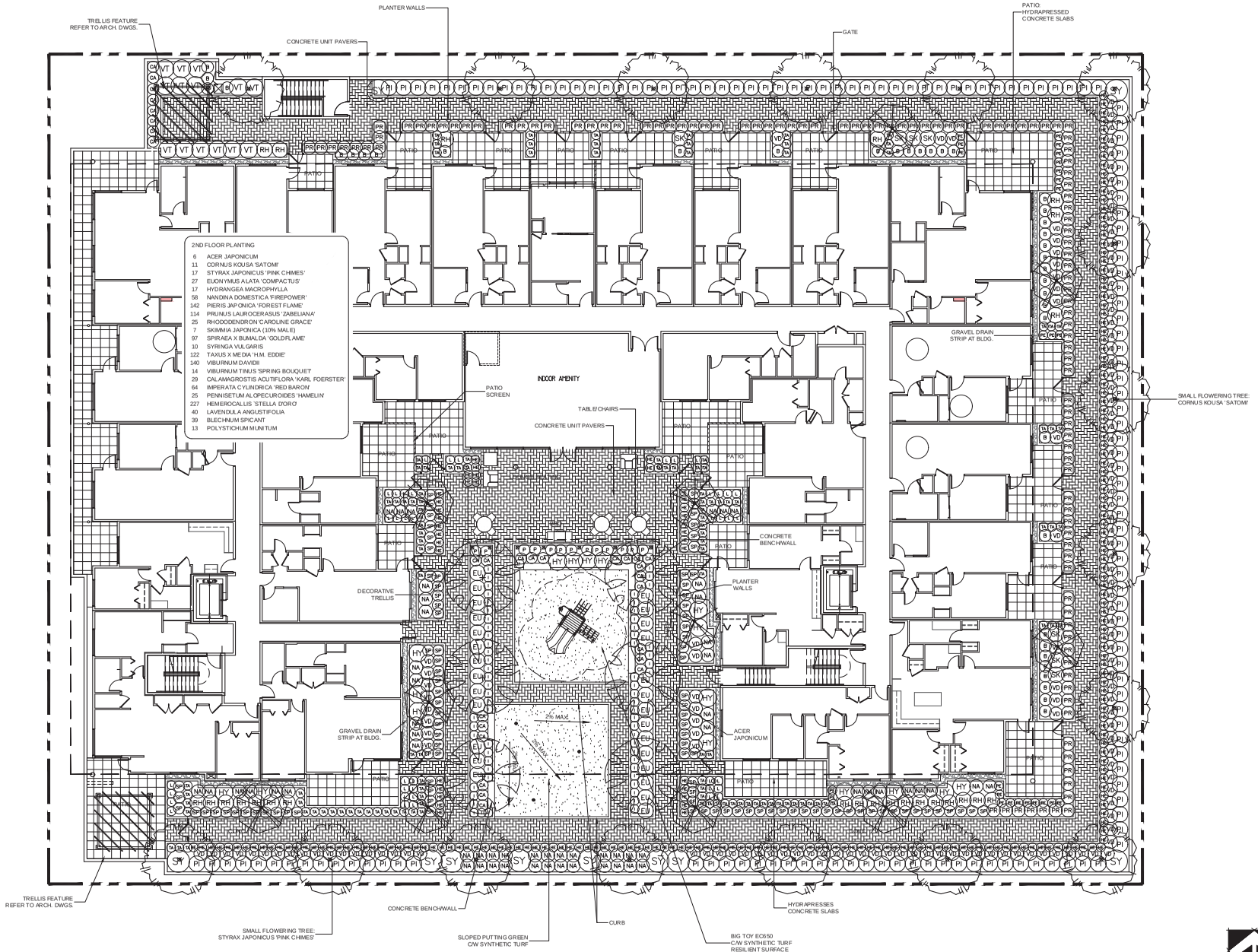
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DATE: 20.NOV.05
SCALE: 1:200
DRAWN:
DESIGN:
CHK'D:

DRAWING NUMBER: L4 OF 3

19134-6.ZIP

PMG PROJECT NUMBER: 19-134



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SEAL:

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3	20.AUG.10	NEW SITE PLAN	YR
2	20.JUL.08	ARCH. COMMENTS	DO
1	20.JUN.10	NEW SITE PLAN	DO

CLIENT:

PROJECT:

MIXED-USE DEVELOPMENT

6350 197th STREET
LANGLEY, B.C.

TOL PROJECT: 08-10-0042

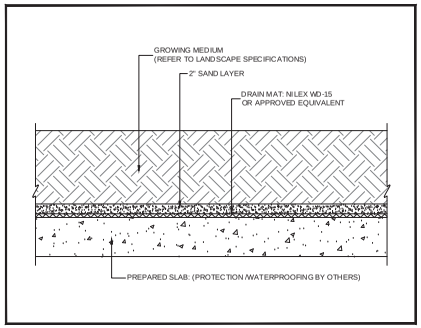
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LANDSCAPE PLAN SECOND FLOOR

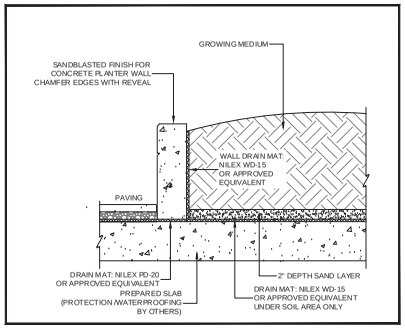
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SCALE:	1"=10'-0"	L2/4
DRAWN:	DO	
DESIGN:	DO	OF 3
CHK'D:	MCY	

19134-6.ZIP

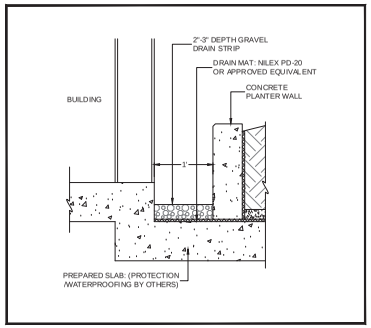
PMG PROJECT NUMBER: **19-134**



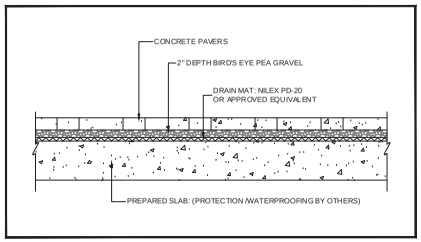
1 PLANTING ON SLAB
1"=1'-0"



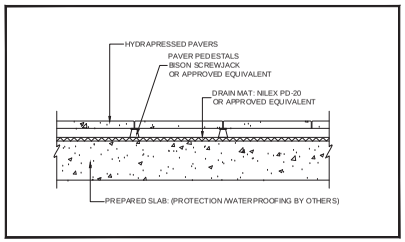
2 PLANTER WALL ON SLAB
1"=1'-0"



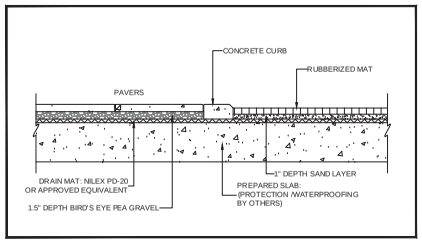
3 DRAIN ROCK STRIP AT BUILDING ON SLAB
1"=1'-0"



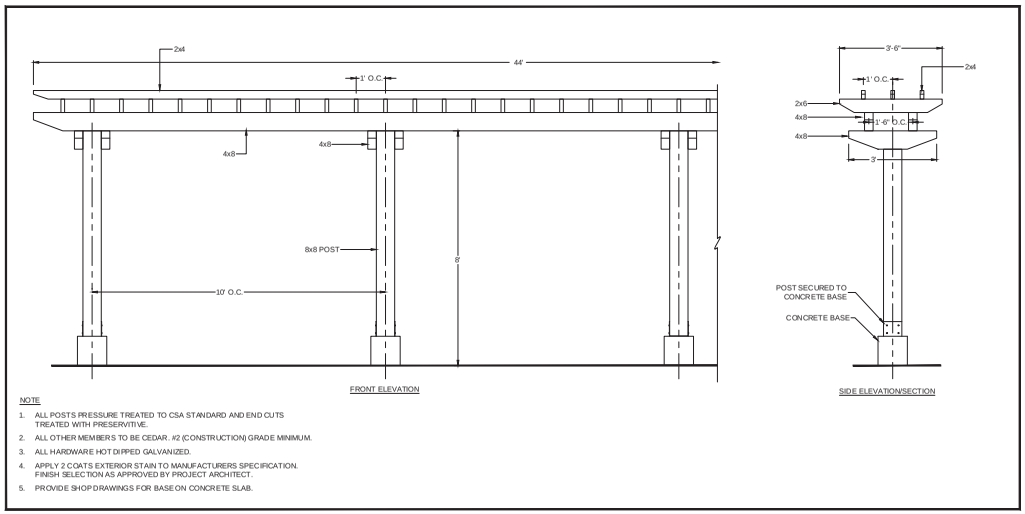
4 PAVERS ON SLAB
1"=1'-0"



5 HYDRAPRESSED PAVERS ON SLAB
1"=1'-0"



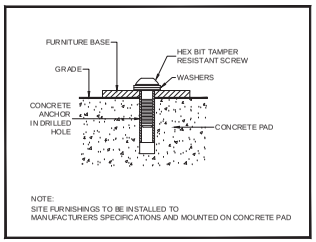
6 PLAY SURFACE ON SLAB
L2 1"=1'-0"



NOTE

1. ALL POSTS PRESSURE TREATED TO CSA STANDARD AND END CUTS TREATED WITH PRESERVITIVE.
2. ALL OTHER MEMBERS TO BE CEDAR. #2 (CONSTRUCTION) GRADE MINIMUM.
3. ALL HARDWARE HOT DIPPED GALVANIZED.
4. APPLY 2 COATS EXTERIOR STAIN TO MANUFACTURERS SPECIFICATION. FINISH SELECTION AS APPROVED BY PROJECT ARCHITECT.
5. PROVIDE SHOP DRAWINGS FOR BASE ON CONCRETE SLAB.

7 WOOD TRELLIS DETAIL
1/2"=1'-0"



8 FURNITURE MOUNTING
1"=6"

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PROJECT:

MIXED-USE DEVELOPMENT

6350 197th STREET
LANGLEY, B.C.

TOL PROJECT: 08-10-0042

DRAWING TITLE:

LANDSCAPE DETAILS

DATE: 19.SEP.05
SCALE: AS SHOWN
DRAWN: DO
DESIGN: DO
CHK'D: MCY

DRAWING NUMBER: L4
OF 3

19134-3.ZIP

PMG PROJECT NUMBER: **19-134**

Township of Langley
Est. 1873

RECREATION, CULTURE, AND PARKS ADVISORY COMMITTEE

February 8, 2023 at 7:00pm
Salmon River Committee Room
4th Floor, 20338-65 Avenue, Langley, BC

MINUTES

Present:
Councillor T. Baillie (Council Co-Chair)

G. Abreo, A. Bayona, C. Grey, R. Jhaj, J. Loewen, T. Taylor, and R. Thandi

School Board Representative:
H. Dickinson

Staff:
K. Young, Community Recreation Manager
K. Stepto, Recording Secretary

Welcome

Councillor Baillie welcomed everyone, and round-table introductions took place.

Code of Ethics Signing

Members signed the *"Code of Ethics, Confidentiality, and Conflict of Interest for Council Members and Appointees".*

Election of the Community Co-Chair for 2023

Deferred to next month.

RCPAC Photo

Deferred to next month

A. APPROVAL AND RECEIPT OF AGENDA ITEMS

1. Recreation, Culture, and Parks Advisory Committee – February 8, 2023

Moved by J. Loewen,
Seconded by C. Grey
That the Recreation, Culture, and Parks Advisory Committee approve the agenda and receive the agenda items of the February 8, 2023 meeting.
CARRIED

B. ADOPTION OF MINUTES

1. Recreation, Culture, and Parks Advisory Committee – May 11, 2022

Moved by R. Thandi,
Seconded by R. Jhaj,
That the Recreation, Culture, and Parks Advisory Committee adopt the Minutes of the May 11, 2022 meeting.
CARRIED

C. DELEGATIONS AND PRESENTATIONS

D. REPORTS

1. Council Co-Chairperson's Report

No report.

E. CORRESPONDENCE

F. WORK PROGRAM

1. 2022 Final Report

The Advisory Committee reviewed the 2022 Final Report.

MOTION
Moved by R. Jhaj,
Seconded by R. Thandi,
That the Recreation, Culture, and Parks Advisory Committee receive the 2022 Year End Report and ask staff to forward to Council.
CARRIED

2. Draft 2023 Work Program

The Advisory Committee discussed the draft 2023 Work Program. The committee was asked to review and bring any other suggestions for the Work Plan to the March meeting.

Two topics were raised as potential work plan items:
1. Parks and Rec Master Plan Update
2. Swim program with the School District

Action: Staff to provide list of current swim programs, senior level training programs, and classes that are on pause.

F. WORK PROGRAM

K. Young noted that the early bird deadline for registration for the BCRPA Conference is February 23. The Conference will take place May 3-5, 2023 at the Hyatt Regency Hotel in Vancouver. A. Bayona and T. Taylor expressed interest in attending.

Action: Staff will look into the potential of sending two delegates to the Conference and report back at the March meeting.

3. Community Liaisons

Committee members considered serving as a Community Liaison on the Langley Outdoor Sports Advisory Group or the Langley Community Awards Selection Committee.

The following members volunteered to serve as Community Liaisons:

Langley Outdoor Sports Advisory Group – G. Abreo

Langley Community Awards Selection Committee – S. Cook (via email) and C. Grey

4. Museum Advisory Group

a) RCPAC Liaison

Advisory Committee members were asked to appoint a member to be the liaison on the Museum Advisory Group. A. Bayona and T. Taylor expressed interest in being the liaisons.

MOTION
Moved by C. Grey,
Seconded by J. Loewen,
That the Recreation, Culture, and Parks Advisory Committee endorse the appointment of alternate representatives, A. Bayona and T. Taylor, as the committee liaisons to the Museum Advisory Group for the year 2023.
CARRIED

b) Community Appointments

MOTION TO RESOLVE INTO CLOSED MEETING
Moved by C. Grey,
Seconded by J. Loewen,
That the Recreation, Culture, and Parks Advisory Committee now resolve into a Closed Meeting for discussion of the following item, in accordance with and as identified under Section 90 of the Community Charter:

Item A.1 – Section 90(1) (a) Personnel.
CARRIED

MEETING RECESSED
The meeting recessed at 7:50pm.

MEETING RECONVENED
The meeting reconvened at 7:57pm

G. COUNCIL REFERRALS

H. OTHER BUSINESS AND ITEMS FOR INFORMATION

1. 2023 Meeting Schedule

Provided in package for information.

2. 2023 Membership List

Provided via email.

3. Outdoor Water Fight

T. Taylor expressed interest in having an outdoor water fight between kids and First Responders at the ACUCC. He will bring more information to the March meeting

I. NEXT MEETING

Date: March 8, 2023
Location: Salmon River Committee Room
4th Floor, 20338-65 Avenue, Langley, BC
Time: 7:00 pm

J. TERMINATE

Moved by C. Grey,
Seconded by G. Abreo,
That the meeting terminate at 8:10pm.
CARRIED

CERTIFIED CORRECT:

Community Representative Co-Chair

Council Representative Co-Chair

Township of Langley
Est. 1873

SENIORS ADVISORY COMMITTEE

Wednesday, February 15, 2023 at 7:00pm
Salmon River Committee Room
4th Floor, 20338-65 Avenue, Langley, BC

MINUTES

Present:
S. Hedao, Community Co-Chair
Councillor S. Ferguson, Council Co-Chair

P. Chhina, K. Mackie, L. Solomon, T. Taylor, and M. Vizcaino

Staff:
P. Ward, Manager, Strategic and Social Planning
K. Stepto, Recording Secretary

Welcome and Introductions

Councillor Ferguson welcomed everyone, and round-table introductions took place.

Code of Ethics Signing

Members signed the *"Code of Ethics, Confidentiality, and Conflict of Interest for Council Members and Appointees"* and submit electronically.

A. APPROVAL AND RECEIPT OF AGENDA ITEMS

1. Seniors Advisory Committee – February 15, 2023

Moved by P. Chhina,
Seconded by K. Mackie,
That the Seniors Advisory Committee approve the agenda and receive the agenda items of the February 15, 2023 meeting.
CARRIED

B. ADOPTION OF MINUTES

1. Seniors Advisory Committee – July 20, 2022

Moved by K. Mackie,
Seconded by L. Solomon,
That the Seniors Advisory Committee receive the Notes of the July 20, 2022 meeting.
CARRIED

B. ADOPTION OF MINUTES

2. Seniors Advisory Committee – June 15, 2022

Moved by K. Mackie,
Seconded by L. Solomon,
That the Seniors Advisory Committee adopt the Minutes of the June 15, 2022 meeting.
CARRIED

C. DELEGATIONS AND PRESENTATIONS

D. REPORTS

1. Council Co-Chair Report

Councillor Ferguson reported that a new Mayor and Council were elected last October and that they are working on implementing new priorities.

Election of Community Co-Chair

L. Solomon nominated S. Hedao to be Community Co-Chair for 2023.
T. Taylor seconded the nomination.

S. Hedao was elected as Community Co-chair for 2023, by acclamation, and assumed the position of Chair.

E. CORRESPONDENCE

F. WORK PROGRAM

1. Orientation to the SAC

Staff provided a brief overview of the SAC Terms of Reference, the Township's Age- and Dementia-friendly Action Plan, and the SAC's 2022 Work Plan.

Terms of Reference address:

- Purpose of SAC
- Mandate
- Composition and structure
- Roles and responsibilities
- Meetings
- Subcommittees and task forces

F. WORK PROGRAM

Age- and Dementia-friendly Action Plan:

- Endorsed by Council in December 2021
- 27 new actions with a 5-year implementation timeframe
- 5 priority areas:
    - Civic Participation and Employment
    - Communication and Information
    - Places and Mobility
    - Community Support and Health
    - Social Connection and Participation

List of 2022 SAC Work Plan projects that were worked on throughout the year:

- Accessible and affordable housing
- Age- and Dementia-friendly Businesses
- Social isolation and Seniors' Centres
- Community health
- Impact of climate change and extreme weather on seniors
- Partnerships and liaison

2. 2023 Work Plan

The committee discussed potential areas/projects to focus on in the 2023 Work Plan. The following ideas were suggested

- Volunteering opportunities to assist seniors:
    - "Safe Seniors, Strong Communities" – United Way
    - Langley volunteers
- Housing:
    - Affordability
    - Adaptable housing
    - Tiny homes
    - Senior- friendly rental board
    - Seniors living in illegal suites and unsafe conditions
    - Matching seniors and students
- Snow clearing for seniors
- Gathering places for seniors that are not just community centres
- Presentation from the Langley Division of Family Practice regarding the Primary Care Network.
- A Seniors' "Board" similar to the Langley School Board.

G. COUNCIL REFERRALS

1. Potholes

The committee received the correspondence from the December 8, 2022 Council Distribution List regarding sidewalks and potholes near Fernridge Manufactured Home Park, and will incorporate the discussion into the 2023 work plan.

H. OTHER BUSINESS AND ITEMS FOR INFORMATION

1. Terms of Reference

Provided for information.

2. 2023 Meeting Schedule

Provided for information.

3. 2023 Membership List

Deferred to next meeting.

4. Age- and Dementia-friendly Action Plan

Provided for information.

5. 2022 Work Plan

Provided for information.

6. SAC Photo

Deferred to next meeting.

I. NEXT MEETING

Date: Wednesday, March 15, 2023
Location: Salmon River Committee Room
4th Floor, 20338-65 Avenue, Langley, BC
Time: 7:00pm

J. TERMINATE

Moved by P. Chhina,
Seconded by L. Solomon,
That the meeting terminate at 9:00pm.
CARRIED

CERTIFIED CORRECT:

Community Representative Co-Chair

Council Representative Co-Chair

Township of Langley

Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	JANUARY 16, 2023 - REGULAR MEETING	**REPORT:**	23-06
FROM:	ENGINEERING DIVISION	**FILE:**	5260-26-01
SUBJECT:	207A AND 207 STREET STRATA ROAD CONVERSION TO PUBLIC ROAD		

RECOMMENDATION:

That Council receive the "207A and 207 Street Strata Road Conversion to Public Road" report for information and consideration as part of the 2023 budget.

EXECUTIVE SUMMARY:

At its December 5, 2022 Regular Meeting, Council referred a resolution for staff to examine the legal requirements to expedite the conversion of 207A and 207 Streets from private strata roads to public roads as well as any redesign and improvements needed for consideration in the 2023 budget.

As directed by Council, staff have completed the necessary analyses including external discussions and are able to provide Council with the findings as outlined in this report. The most expedient option for the transfer of ownership of the strata road to the Township is a consensual agreement including a legal plan survey, signature by the approving officer, and registration of a Section 107 Plan. The estimated cost of a consensual agreement would be $5,000 for each road (207 and 207A Streets) assuming nominal monetary compensation to the strata councils for the road dedication. The consensual agreement would also require:

- Information and assurances from the affected residential strata councils with respect to the underground parking structure including available drawings or engineering reports.
- A release from the subject strata councils wherein it is agreed in assuming ownership of the strata road, the Township is not assuming any liability over the parking structures or shotcrete anchors under the road.

Another option would be the expropriation of the road. This process may be lengthy, requires additional work, property assessment, and subsequent compensation to affected strata councils. Further information is provided on expropriation implications in the discussion section. Staff have prepared several improvement options for 207A Street between 82 and 84 Avenues for Council's consideration. These options include crosswalks, streetlights, sidewalks, and on-street parking, as well as minimum requirements to facilitate the conversion to a local public road. Additional measures are also identified to mitigate concerns from residents.

Further, as directed by Council, this report provides additional information relating to 207 Street between 80 and 82 Avenues and improvements needed to facilitate conversion to a public local road, as well as current use, future changes, constraints, and challenges for construction.

PURPOSE:

This report is in response to Council direction and is intended to provide information regarding procedural and substantive requirements associated with conversion of 207A and 207 Streets from their current private to public status, complete with approximate costs and other implications.

BACKGROUND/HISTORY:

At its December 5, 2022 Regular Meeting, Council passed a resolution directing staff to:

A. Initiate and complete the most expedient legal process to assume public ownership of 207A Street between 82 to 84 Avenue by the Township of Langley, as ultimately agreed to by the residential strata corporation representatives of the affected properties, including expropriation for minimal consideration if they so accept; and

B. Report to Council within the 2023 Budget Process a potential redesign and improvements of 207A Street between 82 to 84 Avenue for its consideration to:

1. improve access conditions at Yorkson Creek Middle School during pickup and drop-off to minimize disruption to nearby residents, as much as may be possible to consider; and

2. implement pedestrian improvements and on-street parking on the west side of 207A Street for the benefit of visitors to Yorkson Community Park and local residents.

C. Provide an additional report on assuming maintenance and traffic control improvements of 207 Street, between 80 and 82 Avenue, within the 2023 budget process.

DISCUSSION/ANALYSIS:

Procedural Implications and Requirements

Staff have discussed this matter and obtained advice regarding the most expedient legal process to assume public ownership of 207A Street between 82 and 84 Avenues and for 207 Street between 80 and 82 Avenues, noting the following highlights:

- The Township may be liable for potential future claims from improper construction of the strata road, including owing a duty of care typically associated with public roads.
- Any assumed liability would be a subject of the subsequent maintenance program per Township policy.
- There would need to be agreements with the residential strata councils to ensure the Township does not assume liabilities for any underground facilities and/or utilities.
- There would need to be an assessment to ensure the road is safe for use by the public and reasonably constructed and maintained to date.
- The responsibilities and associated liabilities to the residential strata councils would have been understood and agreed upon at time of construction and road opening.

Legal Process and Requirements for both 207A Street and 207 Street Strata Road Conversion

Option 1: Consensual Agreement

The most expedient process for the Township to assume public ownership of the strata roads is for the Township to reach a consensual agreement with the strata councils for the transfer of ownership to the Township for nominal consideration. The following would be required:

- A survey of the proposed road dedication followed by approving officer signature and registration of a Section 107 Plan
- Associated costs of $5,000 for each road (207 and 207A Streets)
- Information and assurances from the strata councils with respect to the underground parking structure including any drawings or engineering reports that are available
- A general agreement or release from the strata councils whereby clarification is confirmed that in assuming ownership of the roads, the Township is not assuming any liability over the parking structures or shotcrete anchors

Option 2: Expropriation

If a consensual agreement cannot be reached, the Township may consider expropriation. Expropriation has several requirements and implications including:

- Payment for the land based on the assessed value at the time of expropriation
- Inability to obtain any release from the strata in respect to liability with the parking structure or shotcrete anchors
- More time consuming along with appraisal of the value of the land
- Resolutions from Township Council as both approving and expropriating authority
- Potential of future liability claims from the strata councils
- Significant additional cost as compared to Option 1

The Township can also negotiate a Section 3 Agreement under the Expropriation Act. A Section 3 Agreement has the following implications and requirements:

- The property owner agrees to transfer their interest in the property, but does not agree with the taking authority on compensation to be paid
- It is essentially a “consensual expropriation” with compensation to be paid later
- If agreement of compensation cannot be reached, a compensation claim though the BC Supreme Court can be made
- If a Section 3 agreement cannot be reached, the Township could proceed under Section 6 of the Expropriation Act with associated survey, appraisals, and potential challenges to compensation

<u>Existing Condition of 207A Street Between 82 and 84 Avenues</u>

The conversion of the private strata road, 207A Street between 82 and 84 Avenues, was the subject of Report 21-148 titled “Strata Road (207A Street) 82-84 Avenues” (Attachment A). The report provides background information on the regulatory framework for the development of the neighbourhood and road network and the statutory right-of-way (SRW) in place for use of the road by the general public. It also describes typical design guidelines for public local roads as compared to strata roads, the existing road form and function, public education, notification of the SRW, and Operations, Maintenance and Rehabilitation (OMR) considerations. The existing condition of 207A Street and adjacent land uses include:

- One travel lane per direction
- A sidewalk on the east side only
- No street lighting except at some building entrances and intersections
- No on-street parking
- Several strata road intersections from both townhouses and condominiums at closer spacings than what would normally be considered on a public road
- No direct access from underground parking lots to 207A Street
- Current understanding, to be confirmed with construction drawings, is that there are no underground parking structures fronting 207A Street under the sidewalk or roadway
- Roundabouts at 82 Avenue and 84 Avenue
- Vehicle exit from Yorkson Middle School (the School) onto 207A Street
- Roll-over curb with the appropriate drainage features in place
- Yorkson Community Park (the Park) has a north/south multi-use path (MUP) that runs parallel to 207A Street and provides an alternative for pedestrians
- An internal sidewalk within the School property which diverges to the front of the school building then back to the roundabout at 84 Ave

- Fencing on the Park's eastern boundary limiting access to the MUP
- Northern half of the MUP has a gravel trail surface and southern half is asphalt
- Two potential pedestrian crossing locations which are not currently signed or marked

Physical Changes to 207A Street Between 82 and 84 Avenues to Facilitate Strata Conversion

In addition to the legal conditions, physical measures should be implemented to more closely align the current condition of 207A Street to include typical urban local road features. Several options are provided below for Council's information and consideration.

Option 1: Full reconstruction of the west side of 207A Street with the following:

- Installation of streetlights on the west side (82 to 84 Avenues)
- Construction of a 1.5 m wide concrete sidewalk on the west side (82 to 84 Avenues)
- Installation of two signed and marked crosswalks including pedestrian activated Rectangular Rapid Flashing Beacons (RRFB)
- Construction of a 2.4 m wide parking lane on the west side fronting the park
- Reconstruction of storm water management features
- Estimated cost of $1,100,000

Option 1 would include removal of street trees and vegetation, relocation or installation of fencing, fill material or retaining structure, and reconstruction of the existing greenway.

Option 2: Partial reconstruction of the west side of 207A Street with the following:

- Installation of streetlights on the west side (82 to 84 Avenues)
- Construction of a 1.5 m wide concrete sidewalk on the west side (82 to 84 Avenues)
- Installation of two signed and marked crosswalks including pedestrian activated RRFB
- Estimated cost of $700,000

Option 2 would include the removal of on-street trees, vegetation removal, and the relocation or installation of fencing. This option does not include the construction of a parking lane fronting the park, which significantly reduces the impact to the Park.

Option 3: Minimum requirements for conversion to a public road with the following:

- Installation of streetlights on the west side (82 to 84 Avenues)
- Construction of a 1.5 m wide concrete sidewalk on the west side fronting the school
- Installation of two signed and marked crosswalks including pedestrian activated RRFB
- Estimated cost of $600,000

Option 3 would have minimal impact to the Park as there would be no parking lane and it assumes the Park's MUP parallel to 207A Street would be used by pedestrians in lieu of a sidewalk on the west side. This option would be considered the minimum requirement to allow the Township to assume ownership of the road and minimize potential risk and liability.

Option 4: Further measures to address resident concerns would be:

- Reconfigure the exit driveway from the School to only allow left turns to go northbound on 207A Street
- Speed humps fronting the 30 km/h school zone
- Speed humps fronting the Park area
- Estimated cost of $75,000

All of the options noted above would impact annual operating budget with a range of between $15,000 to $30,000 per year. This does not include repair or reconstruction of pavement structures.

Existing Condition of 207 Street Between 80 and 82 Avenues

The existing condition of 207 Street has significant differences in the configuration, urban features, and challenges for construction, as well as adjacent land uses including the following:

- Multi-family residential uses, with no Park or School frontage
- A sidewalk on the west side
- Some sidewalk on the east side primarily for private use
- Perpendicular parking on both sides as compared to 207A Street
- Unsigned crosswalk on 207 Street approximately 40 m north of 80 Avenue with perpendicular parking on both sides
- A stop sign missing at the driveway at the west leg of a four legged intersection
- Multiple underground parkades that connect directly to 207 Street
- Underground parkade for some of the buildings underneath part of the existing strata sidewalk and road. The extent needs to be confirmed
- No streetlights on 207 Street from 80 Avenue to 200 m to the north
- Ornamental lighting at entrances to buildings and near driveways
- Intersection of 207 Street at 80 Avenue will be restricted in the future to right in, right out, and eastbound to northbound left turn movements

Physical Changes to 207 Street Between 80 and 82 Avenues to Facilitate Strata Conversion

There are several differences between 207 Street and 207A Street with respect to the use and potential conversion to a public local road. There are several physical restraints that limit potential measures to sufficiently improve existing conditions including:

- Perpendicular parking not typically being allowed on public local or collector roads
- Vehicles backing out of a perpendicular parking stall requiring the full road width impacting both travel lanes increasing risk
- Township has implemented angle parking on public roads, such as the Willoughby Township Center Drive, subject to sufficient width
- Conversion from perpendicular parking to angle parking may result in a loss of parking spaces. This may be of concern as it appears the spaces are numbered and assigned to specific units or vehicles
- Due to adjacent structures, no additional on-street parking can be accommodated
- The unsigned mid-block crossing north of 80 Avenue would need improvement to achieve minimum sight distance which would impact parking spaces
- Limited space on portions of 207 Street for the installation of streetlights due to proximity to buildings, minimal boulevard, and potential underground parking structures

The current and future use of 207 Street is significantly different than 207A Street due to adjacent land uses, with no Park or School frontage. In addition, the intersection of 207 Street and 80 Avenue will be restricted in the future to right in, right out, and eastbound to northbound left turn movements.

Staff have not undertaken any survey or design work. There are more restrictions, unknowns, and challenges with 207 Street as opposed to 207A Street therefore, a higher contingency has been included in the following options for Council's information and consideration.

207 Street improvement options include:

- Street lighting on the southern half
- Crosswalk improvement with associated on-street parking changes
- On-street parking modifications
- Estimated cost of $520,000

The option noted above would have an impact on the operating budget in the amount of $20,000 per year. This does not include repair or reconstruction of the pavement structures.

Respectfully submitted,

Paul Cordeiro
MANAGER, TRANSPORTATION ENGINEERING
for
ENGINEERING DIVISION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	**Name**
FINANCE DIVISION	S. Ruff
CORPORATE ADMINISTRATION DIVISION	S. Scheepmaker

ATTACHMENT A Council Report 21-148, dated December 13, 2021

Township of Langley

Est. 1873

ATTACHMENT A

REPORT TO MAYOR AND COUNCIL

PRESENTED:	DECEMBER 13, 2021 - REGULAR MEETING	**REPORT:**	21-148
FROM:	ENGINEERING DIVISION	**FILE:**	5260-26-01
SUBJECT:	STRATA ROAD (207A STREET) 82 TO 84 AVENUES		

RECOMMENDATION:

That Council receive the Strata Road (207A Street) 82 to 84 Avenues report for information.

EXECUTIVE SUMMARY:

At its October 4, 2021 Regular Meeting, Council referred a motion regarding 207A Street between 82 and 84 Avenues, which has been constructed as a private road, to staff for a report in relation with its potential conversion to a public road.

As requested by Council, this report includes information on the regulatory framework for the development and use of 207A Street including neighbourhood plans, the Master Transportation Plan (MTP), design guidelines, private versus public roads, statutory rights of ways (SRWs), the existing road form and function, public education, resident notification, and operations, maintenance and rehabilitation (OMR) considerations. The Yorkson Neighbourhood Plan (NP), adopted by Council in 2001, designated land uses in the area west of 208 Street between 82 and 84 Avenues, along with the associated Engineering Servicing Plan (ESP), which identified the major infrastructure (NOT local roads) needed to service the area. 207A Street is not identified as a collector or arterial road.

Transportation infrastructure can be provided through dedicated local roads, rights of ways, easements, private roads, or a combination of these measures. 207A Street was constructed as a private strata road with an SRW for public access, but also includes features such as a sidewalk, intersection lighting, signage, and traffic calming features to address private and public needs. This allowed for flexibility in the development, reduced construction costs, and reduced the infrastructure inventory and associated OMR costs for the Township. The SRW ensures that public access needs are met and identifies the rights and obligations of both the Township and private owners. The primary mechanism to advise prospective buyers of units within the affected stratas of the private nature of the road is through registration of SRWs (presented as Attachment A) on title.

OMR activities on 207A Street are the combined responsibility of the stratas, including landscaping, winter maintenance, street lighting, and pavement maintenance and rehabilitation. Adjacent property owners are responsible for boulevard landscape maintenance and snow clearing of sidewalks on local roads. Public local roads are a third priority for winter maintenance however, due to the proximity of the school there would be consideration of adding 207A Street to a winter maintenance route if it were a public road. Lighting is currently at intersections and building entrances using private BC Hydro connections. Annual costs associated with OMR should 207 A Street become a public road, are anticipated at approximately $10,000, in addition to future resurfacing or rehabilitation costs. Based on the information available, staff do not support making any changes to the private status on title for 207A Street.

PURPOSE:

To provide information on the Strata Road (207A Street) 82 to 84 Avenues.

BACKGROUND/HISTORY:

At its October 4, 2021 Regular Meeting, Council referred the following motion regarding the strata road, 207A Street between 82 and 84 Avenues, to staff for a report:

> *Whereas 207A Street between 82 and 84 Avenue is widely used by the public, including access for Yorkson Creek Middle School added well after its initial construction;*
>
> *Therefore be it resolved that staff be directed to initiate and complete the necessary legal process to assume public ownership of 207A Street between 82 to 84 Avenue by the Township of Langley.*

This report provides information on the regulatory framework for the development and use of 207A Street by both public and private users, the rights for the use, the adjacent private and public road network and connectively, underground utilities, balance of needs of public and private users, as well as education/resident notification.

The report also examines the implications of private and public roads with respect to road standards, access considerations, maintenance activities, and future rehabilitation. Figure 1 illustrates the portion of private road (207A Street) under discussion and the surrounding land uses and road connectivity.

Figure 1: 207A Street and adjacent land uses (2020)



2020

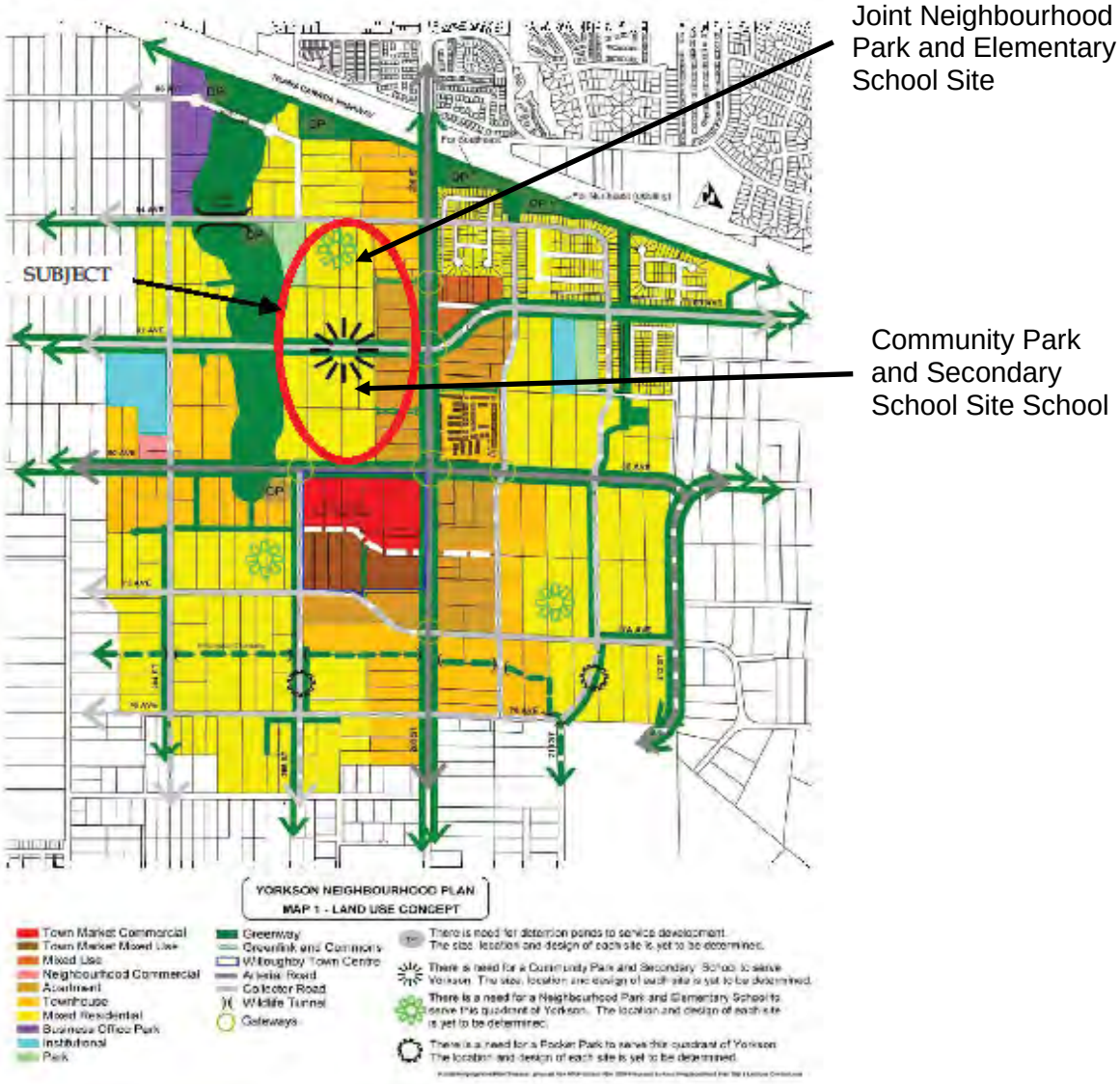
DISCUSSION/ANALYSIS:

Regulatory Framework – OCP and Yorkson Neighbourhood Plans

The Yorkson NP identifies the land uses west of 208 Street between 82 and 84 Avenues as a mix of Townhouse and Apartments (from north to south) and a Neighbourhood Park and Elementary School further to the west as illustrated in Figure 2.

Figure 2 Yorkson Neighbourhood Plan

OFFICIAL COMMUNITY PLAN AMENDMENT
AND REZONING APPLICATION NO. 100062
DEVELOPMENT PERMIT APPLICATION NO. 100557
(208 DEVELOPMENTS LTD.)
Page 5 . . .

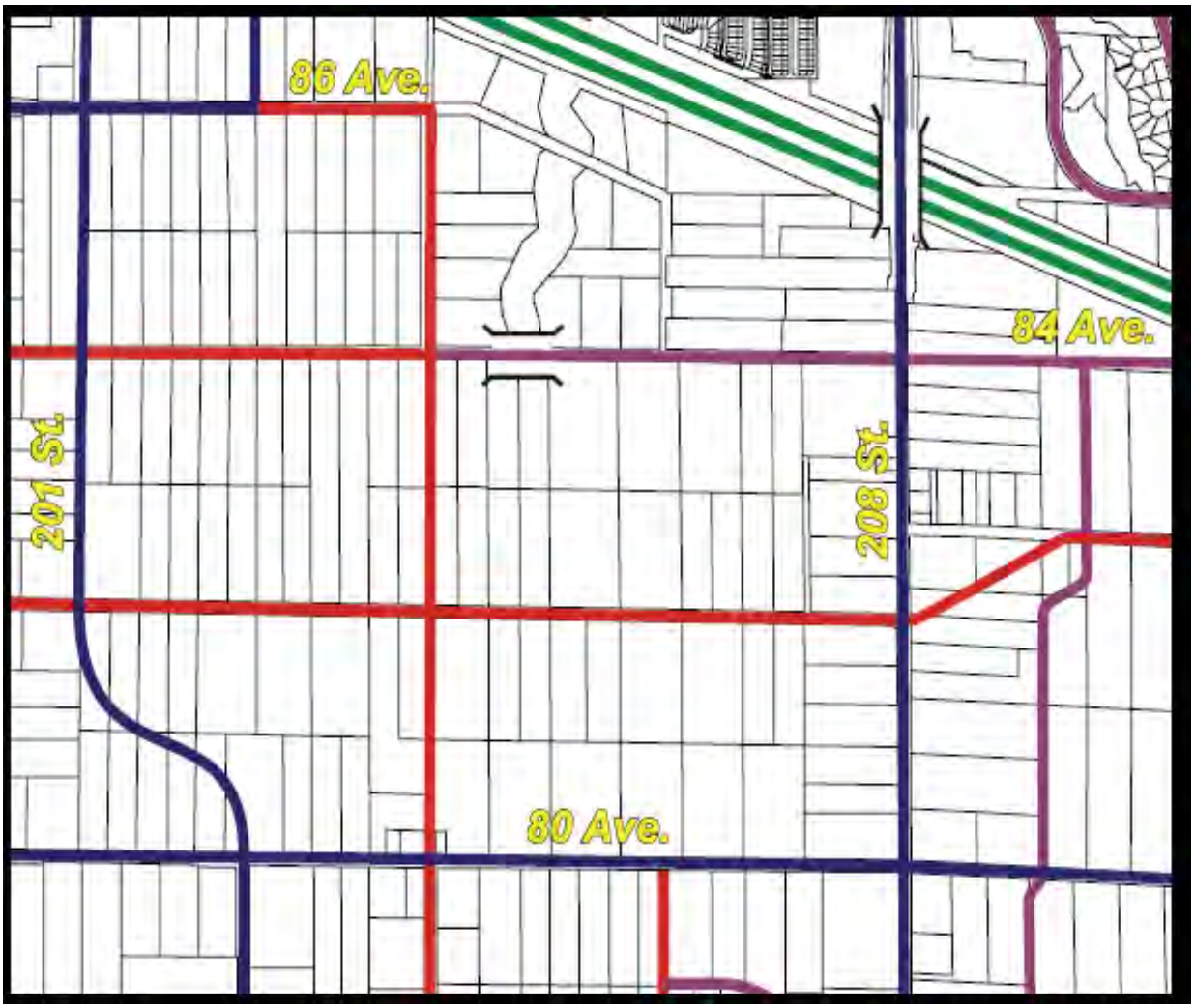


As part of the development of these lands, a private strata road (207A Street) was constructed on the western boundary of the development site adjacent to the school/park lands. Construction occurred in 2010-2012 with occupancy of some of the units beginning in 2012. Yorkson Middle School was opened in 2014 with an entrance and exit on 84 Avenue and an additional exit onto 207A Street. Concerns have been raised by local residents about the middle school traffic using 207A Street. Note that the area in question was originally planned for an elementary school and was changed to a middle school following a change in the School District's delivery of educational services.

Regulatory Framework – Master Transportation Plan

The 2009 Township Master Transportation Plan (MTP) includes a grid network of arterial and collector roads in the Willoughby area as illustrated in Figure 3 with arterials in blue, minor collector roads in purple, and major collector roads in red. The MTP did not include a collector road along the 207A Street alignment. Connectivity is provided through collector roads such as 86 Avenue, 84 Avenue, 82 Avenue, and 204 Street.

Figure 3: 2009 MTP Road Classifications:



With each new Neighbourhood Plan, an Engineering Servicing Plan (ESP) is developed which identifies transportation infrastructure needed to facilitate access to/from and within the neighbourhood. The 2008 Yorkson Neighbourhood ESP did not envision a collector road on the 207 Street or 207A Street alignment. Access to local lands and connectivity to the adjacent road network

is determined at the time of development, with each development expected to provide the works and services, including roads, that meet both their needs and the needs of the neighbourhood.

Regulatory Framework – Typical Design Guidelines

Transportation infrastructure in neighbourhoods can be provided through dedicated local roads, right of ways, easements, private roads, or a combination of these measures. Access to multi-family strata townhouse units is typically provided from private strata roads. The number of access points from the strata to public roads is typically limited to two, with one usually limited to pedestrian/cyclists and emergency access. Cross access easements through adjacent strata roads are commonly applied, particularly where access on the adjacent street network is restricted or access is limited due to geographical constraints.

Access to multi-family apartments and underground parking structures are typically provided through on site private strata roads leading to an underground parking ramp or access through a rear lane. Direct access from an underground parking structure to a public road is typically discouraged due to potential visibility restrictions for drivers exiting the parking structure and potential conflicts with pedestrians on the adjacent sidewalk.

Private strata roads typically intersect with local or collector roads to facilitate access to the adjacent area. As seen in Figure 4, 207A Street between 82 and 84 Avenues (shown in red) has multiple east/west access connections (shown in purple) to facilitate access to individual buildings and driveways. 207A Street is one of many private strata roads servicing the site.

Figure 4: Internal east/west strata roads connecting to 207A Street



There are four internal east/west strata roads in the northern portion of the site that access 207A Street. The northern one being 20 metres south of the roundabout and the others approximately 40 metres apart. In some cases, the driveway to the nearest townhouse unit is 4 metres from 207A Street. There are an additional two east/west strata roads connecting to 207A Street to service

access to the multi-family apartment units. In these instances, unlike 207 Street between 80 and 82 Avenues, the access ramp to the underground parking lot is located on the internal east/west road and not 207A Street.

The Township Subdivision and Development Services Bylaw (the Bylaw) includes design criteria, construction requirements and specifications, approved materials and products, and supplementary design drawings which are used in the design and construction of public roads. As 207A Street is a private strata road, the design and construction does not necessarily meet the specifications within the Bylaw.

Regulatory Framework – Private Road vs. Public Road

As an alternative to a north/south public dedicated local road along the 207A Street alignment, the developer of the lands proposed a strategy that would provide for a north/south private strata road with a SRW registered on title for the purposes of public use. The design of the private road and the SRW were to ensure equivalent access to internal lands, access to the adjacent street network, space for underground municipal utilities, and public access for vehicles, pedestrians, cyclists, and other modes of transportation.

The advantages of providing 207A Street as a private road included increased flexibility and development potential of the subject lands, along with potentially reduced infrastructure construction costs. From a private party perspective, this would have marginally reduced the cost per unit, which may or may not have been passed on to prospective home buyers. As with other private strata roads within the same strata complexes, subsequent owners of strata units would be responsible for the operation, maintenance and rehabilitation (OMR) costs of 207A Street.

From a municipal perspective, a private road with a SRW that includes unlimited public access as well as accommodating municipal utilities reduces the infrastructure inventory to the Township, which reduces OMR costs and the municipal tax burden while providing a similar function as a public local road.

Regulatory Framework – Statutory Right of Way (SRW)

SRW's were created, signed, and registered on title to ensure future needs of the public are met and to provide clarity on the rights and obligations of both the Township and private owners. There is also a SRW for public utilities on 207A Street registered on title.

The SRW's define the rights and obligations of the Grantor (the owner of the lands) and the Grantee (the Township) with respect to public access and public utilities. Attachment A includes a map of the 207A Street (82 to 84 Avenues) and the SRW's associated with the private road as well as a map of 207 Street (80 to 82 Avenues) and the SRW's associated with that portion of private road.

The right and obligations noted in the SRW's are summarized as follows:

- The Grantor agrees to grant the Grantee and the general public the right to use the Private Road, in common with the Grantor, for the purpose of vehicular and pedestrian passage.
- Public access is allowed into the SRW at any time of day or night, by vehicle, by foot, by bicycle or by any other normal means of access, egress of a trail or a public road.
- The Grantor, at its cost, will construct, maintain, repair and replace the Works to the satisfaction of the Grantee and in accordance with all applicable laws.
- The Grantor will, at its cost, at all times keep the Works in good maintenance and repair as a prudent owner would.
- The Grantor will not levy any fees or charges in connection with the use of the SRW by the general public.

- The Grantor will keep the SRW open for use by the general public at all hours of the day and night, 365 days a year, except as reasonably necessary to restrict such access during the course of maintenance and repair of the works.
- The Grantor will not store any material on the SRW or in any way block limit the time of use, or close (by gate or otherwise) the SRW or any portion thereof.
- The Grantor will not do or knowingly permit to be done any act or thing that will interfere with the SRW.
- The SRW includes clauses for the Grantor to obtain property insurance and commercial general liability insurance, including naming the Grantee as additional insured.
- The SRW includes clauses to related to release and indemnity by the Grantor.

The SRW includes a clause that states:

> "*notwithstanding the rights granted herein or any rule of law or equity to the contrary, the SRW area will at all times remain a private road and will in no event be deemed to have become a public road or municipal highway."*

The private road (207A Street) contains public utilities including sanitary sewer, storm sewer, and water lines between 82 and 84 Avenues. There are also municipal utilities under the private road (207 Street) between 80 to 82 Avenues. Like many other locations, there are SRW's for these utilities on private lands that outline the obligations of owners and of the Township. The Township has the right to enter the SRW for OMR purposes. Owners are expected to keep the area free, clear, and accessible for maintenance by the Township. The Township will act reasonably in these activities. The cost of OMR activities for public utilities will be borne by the Township. Please note that costs related to connections to municipal utilities and utilities on other adjacent private roads, such as those going east/west, are the responsibility of the owners.

A further consideration of importance is that on the portion of 207 Street between 80 and 82 Avenues, the underground parking structure for the apartments is under a portion of the private road and within the SRW area. If this SRW were to be converted to a public road, there would be significant liability concerns if there were any future issues with the underground parking structures. Further investigation (including survey) is required to confirm if this condition exists with the underground parking structures along 207A Street (82 to 84 Avenues).

<u>Existing Road Form and Function</u>

The private road was constructed in a fashion that would be consistent with other typical private roads and would also meet the needs of a public local road. The Township Subdivision and Development Servicing Bylaw includes local road standards that specify features such as on-street parking, sidewalks on both sides, street lighting, intersection spacing, and driveway connections. Private strata roads are typically 6 metres wide with no sidewalks or streetlighting with multiple driveway locations for direct access. The private road between 82 and 84 Avenues is approximately 7.5m wide with one travel lane in each direction. There is a sidewalk on the east side, but no sidewalk on the west side.

However, there is a parallel trail through the adjacent park site that provides a similar function as a sidewalk on the west side would have provided. Access to 207A Street is limited to six locations, but there is no direct access from an individual unit or building. Street lighting typically found on a local road is not provided, but there is low level lighting provided at intersections and building entrances on the east side that assist in illuminating the sidewalk. Additionally, there is ambient lighting from adjacent buildings and park uses that further augment lighting.

To address concerns with the use of the road by the public, traffic calming features are provided at intersections with the east/west internal private roads by using textured pavement and slightly raising

the intersection. In addition, a roundabout has been constructed at the north end (84 Avenue) and a roundabout is planned for the south end (82 Avenue). These measures balance the use of 207A Street between owners and the public. The following photos illustrate the current condition of the road.

Photos of 207A Street, mid-block, between 82 and 84 Avenues:





The private road with a SRW provides access to the lands and connects to the adjacent collector roads (82 and 84 Avenues). As seen in Figure1, 207A Street also improves access to/from Yorkson Middle School. The entrance to the school is on 84 Avenue which links to 204 Street and 208 Street. School traffic may use 207A Street to access 84 Avenue via the existing roundabout. School traffic may exit onto 84 Avenue or through an alternate exit on 207A Street.

The Yorkson Middle School site was originally envisioned as an elementary school site. However, following changes in the delivery model for school services, the site was identified as a middle school site. Staff worked with the School District on the on-site circulation and off-site works needed to support the school and adjacent park site. A wrap around pick up/drop off lane was implemented to maximize on-site flow of vehicles. An exit was added onto 84 Avenue to reduce the amount of vehicle traffic exiting onto 207A Street. A roundabout was constructed at the intersection of 207A Street and 84 Avenue.

The middle school has a larger catchment than an elementary school and has a larger capacity for students. Elementary schools have a smaller catchment and a smaller capacity for students. However, there are differences in how students arrive or leave the schools due the age of students, with elementary school typically having more vehicle trips per student due to their age. The impact to adjacent streets would be similar with the two school types.

The adjacent park is fully fenced adjacent to 207A Street with limited points of access provided. The frontage of the school on 207A Street is signed as a 30 km/h school zone. Staff follow the Transportation Association of Canada (TAC) guidelines for school and playground zones. Staff are currently reviewing two locations on 207A Street to determine if pedestrian crossings are warranted as per TAC guidelines.

Public Education and Resident Notification

The primary mechanism used to advise prospective home buyers of the SRWs on the private road are through the registration of the SRW's on title. As such this information was available for review by prospective purchasers and their respective agents.

The Township began receiving enquires regarding the private road shortly after the first units were occupied in 2012. The Township has responded to resident enquires as well as to respective Strata Councils and Property Management Agencies with the information related to the role and function of 207A Street and rights and obligations noted in the SRW's.

The road is signed as 207A Street at the intersections of 82 and 84 Avenues. Signage typical of a local road, such as yield signs and pedestrian crossings at the roundabout and school/park signage is provided. There is guide signage at the intersection of some of the east/west private roads to direct visitors to individual units or buildings, which are addressed on 207A Street.

Operations, Maintenance and Rehabilitation Considerations (OMR)

There are several factors to consider with regards to OMR such as parking enforcement, planted area/landscape maintenance, winter maintenance, street lighting, pavement structure maintenance, and rehabilitation.

As a private road as per the SRW, the stratas are responsible for ensuring that the SRW is clear of obstructions, such as parked vehicles. However, based on the SRW and the Motor Vehicle Act, there is nothing to prohibit the Township from imposing parking restrictions and issuing tickets for violations. This has been previously communicated to the residents and stratas. The Township Bylaws department can assist in enforcement upon request as priorities and resources allow.

The maintenance of planted areas and landscaping is the responsibility of the stratas. This is the same as on public roadways where residents fronting the road are responsible for maintenance. The status of the road, private vs. public, has no impact on the landscape maintenance responsibilities of the stratas. However, if the Township was required to take on landscape maintenance, it would likely be monthly for weeding and grass trimming along with trimming of street trees as needed, which would be consistent with the service level for the Yorkson Community Park.

Winter maintenance (snow clearing) of the private road and sidewalk is the responsibility of the strata. Stratas typically have maintenance contracts for snow clearing of private roads. If 207A Street were a public road, the strata would be responsible for clearing the sidewalk and the road would fall under the jurisdiction of the Township as per the Winter Maintenance program. Currently, 82 and 84 Avenues are on winter maintenance routes. Local roads are typically a third priority where over 10 inches (25 centimeters) of snow are required before the route will be cleared. However, given the proximity of the school, there would be some consideration to adding 207A Street to a winter maintenance route if it were a public road.

With regards to maintenance of the pavement structure, paving on local roads is very limited due to funding limitations. The life cycle of a local road is typically 20 years with intermittent repair of potholes and crack sealing. There is some uncertainty as to the pavement structure provided on the private road and the life cycle before replacement. Other public road maintenance activities include cleaning catch basins once a year.

Urban local roads in the Township typically have street lighting with a hydro connection to a public power source. The Township is converting its streetlights to LEDs to reduce power consumption and long-term maintenance costs. The street lighting on 207A Street is limited to intersections and building entrances and they are connected to private BC Hydro power sources. If the road were made public, there would be complications with respect to maintenance of the streetlights and power supply (private vs. public) and power metering. Conversion of the lights to LED's may also raise concerns from residents due to the close proximity of the lights to adjacent homes.

If 207A Street (82 to 84 Avenues) were to become a public road, staff estimate the additional annual maintenance cost would be approximately $10,000 per year. This does not include the eventual resurfacing or rehabilitation of the road structure in the long term. There may also be additional costs to upgrade street lighting to LED's, potentially add streetlights, and provide a public BC Hydro service connection, if possible. The regulatory framework including community and neighbourhood plans, Master Transportation Plan, typical design guidelines as well as the role and function of the private road (207A Street) meets the needs of the Township through the registration of the SRW's on title for public access. The roles and responsibilities of the Township and private owners is defined in the SRW which is available to prospective owners to consider when making purchase decisions.

The SRW's provide benefits to the Township by reducing the amount of road inventory and maintenance costs while providing adequate functionality for public access. The SRW's provided benefits at the time of development by allowing for flexibility in the site layout and potential increased density that may have reduced the cost per unit, which may or may not have been passed on the prospective home buyers. Based on the information available, staff do not support making any changes to the private status with SRW's on title for 207A Street (82 to 84 Avenues) nor 207 Street (80 to 82 Avenues)

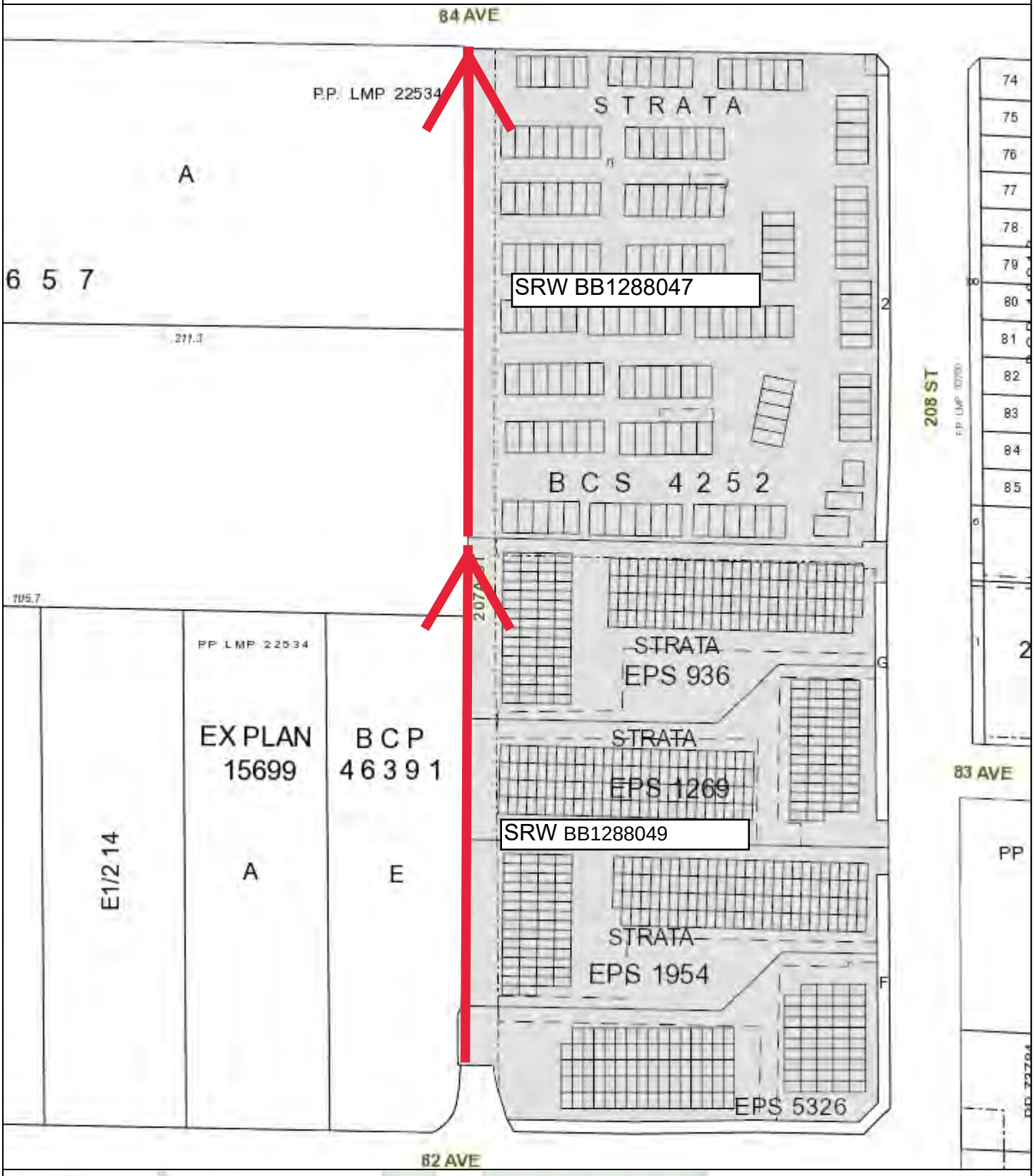
Respectfully submitted,

Paul Cordeiro
MANAGER, TRANSPORTATION ENGINEERING
for
ENGINEERING DIVISION

ATTACHMENT A Compilation of Statutory Right of Ways

Geosource Map

~~ATTACHMENT A~~



Township of Langley BC

Est. 1873

0 40 80 160 Meters

1:2,000

The data provided is a compilation of geographic information drawn together from a variety of sources, historic and current, and does not necessarily include everything and anything for a particular purpose; and the person utilizing this information does so entirely at their risk as the Township of Langley assumes no obligation or liability for the use of this information by any person and makes no representations or promises regarding the completeness or accuracy of the information or its fitness for a particular purpose.

Map printed on: Wednesday, November 3, 2021 Township of Langley

Land Title Act
Form C
(Section 233)
Province of
British Columbia

21 OCT 2010 11 13 BB1288047

COPY

GENERAL INSTRUMENT – PART I (This Area for Land Title Use Only)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Allison Oswald, Legal Secretary
ROSBOROUGH & COMPANY
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5
859-7171 (Client No. 010429)
File No. A8-1453 208 Developments Ltd.

Signature of Agent
Allison Oswald (Item #27A)

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
See Schedule

3. Nature of Interest:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
See Schedule		

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ____ D.F. No. _____
(b) Express Charge Terms XX Annexed as Part 2
(c) Release ____ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s): *
See Schedule

6. Transferee(s): (including postal address(es) and postal code(s) and occupation(s):
See Schedule

7. Additional or Modified Terms: * n/a

8. Execution(s):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y	M	D	Transferor(s) Signature(s)
(as to both signatures) CONRAD WARKENTIN Barrister & Solicitor 33832 South Fraser Way Abbotsford, B.C. V2S 2C5	10	06	03	**84 DEVELOPMENTS LTD.** by its authorized signatories: Peter Warkentin

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.
* If space insufficient, enter "SEE SCHEDULE" and attach Schedule in Form E.
**If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act
Form D
Executions Continued

Officer Signature(s)

(as to both signatures)

JOHNNY GREWAL
A Commissioner for taking Affidavits in
The Province of British Columbia
Expiry Date: January 31, 2013
20338-65 Avenue
Langley, BC V2Y 3J1

Execution Date

Y	M	D
10	08	06

Transferee(s) Signature(s)

THE CORPORATION OF THE TOWNSHIP OF LANGLEY by its authorized signatory(ies):

Susan Palmer

Susan Palmer, Deputy Township Clerk

OFFICER'S CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Land Title Act
Form E
Schedule

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. Parcel Identifier(s) and Legal Description(s) of Land:*

011-972-262 **Lot 3 Except: Parcel "A" (J66567E) Section 26 Township 8 New Westminster District Plan 1094**

Lot 1 Block 2 Section 26 Township 8 NWD Plan BCP 46392

3. Nature of Interest:*

Description	Document Reference (page & paragraph)	Person Entitled to Interest
Statutory Right Way over part shown bold on Statutory Right of Way Plan BCP 46393	**Pages 4 to 9**	**Transferee**

5. Transferor(s):*

84 DEVELOPMENTS LTD. (Incorporation No. 841908) #206, 2760 Gladwin Road, Abbotsford, B.C., V2T 4S6

6. Transferee(s): (including postal address(es) and postal codes(s) and occupations(s):*

THE CORPORATION OF THE TOWNSHIP OF LANGLEY of 20338, 65th Avenue, Langley, B.C., V2Y 3J1

TERMS OF INSTRUMENT - PART II

STATUTORY RIGHT OF WAY

THIS AGREEMENT made the ____ day of _____, 2010

BETWEEN:

84 DEVELOPMENTS LTD. (Incorporation No. 841908) of
#206, 2760 Gladwin Road, Abbotsford, B.C., V2T 4S6

(the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
20338 – 65th Avenue, Langley, B.C. V2Y 3J1

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

PID: 011-972-262 Lot 3 Except: Parcel "A" (J66567E) Section 26 Township 8 New Westminster District Plan 1094

Lot 1 Block 2 Section 26 Township 8 NWD Plan BCP 46393

(collectively the "Lands")

B. To facilitate the construction, improvement, alteration, repair, maintenance, cleaning, protection, enlargement, reconstruction, inspection and otherwise operation and servicing of a public trail and/or access road for the Grantee and the public with or without vehicles or machinery (the "Works") to and through the Lands, with or without vehicles, machinery or workmen, the Grantor has agreed to grant for those purposes the statutory right of way hereinafter mentioned.

C. Section 218 of the *Land Title Act* allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and the sum of One Dollar ($1.00), now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. THE GRANTOR, for himself, his heirs, executors, administrators, successors and assigns, DOES HEREBY GIVE AND GRANT unto the Grantee, its successors and assigns a statutory right of way and the full, free and unrestricted right and liberty for the Grantee, its licensees, servants, officials, workmen, machinery and vehicles, at any time and at their will and pleasure for the benefit of the Grantee, to:

(a) enter in, over and upon ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as:

all that portion of the Lands shown boldly outlined on Statutory Right of Way Plan No. BCP_____ prepared by G.A. Hol, B.C.L.S., dated the 27th day of April, 2010, a reduced copy of which is attached hereto as Schedule "A" (the "Statutory Right of Way");

(b) enter, labour, go, return, pass and repass upon the Statutory Right of Way by the public and the Grantee as a public trail and access road as herein provided for;

(c) free and uninterrupted access upon the Statutory Right of Way to construct, reconstruct, alter, improve, maintain and inspect the Works, with or without vehicles or machinery, for the purposes aforesaid and at the Grantee's sole expense, if so required;

(d) make surveys, tests and examinations in and about and on the Statutory Right of Way and to excavate the soil thereof and to construct, install, lay down, place and maintain works related to carrying out and maintaining the Works, if so required;

(e) clear the Statutory Right of Way or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter;

(f) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the foregoing Works and the use of the Statutory Right of Way for the aforesaid purposes,

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, from and after the date hereof, forever.

2. THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that the Grantor:

a) will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete foundation or footings or any other obstruction of a permanent nature, on, under or above any portion of the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

b) will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere or damage the Works and, in particular, will not carry out blasting or excavation work on the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

c) will not diminish or increase the depth of the ground cover on, under or about the Statutory Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

d) will from time to time and at all time upon every reasonable request and at the cost and charges of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way hereby granted;

e) will allow the public and the Grantee, its agents and servants, to enter upon the Statutory Right of Way as aforesaid and not to interfere with in any way nor prevent any such person coming on the Statutory Right of Way for purposes provided herein; and

f) does hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of any works carried out by the Grantee in accordance with clause 3 herein.

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way or fails to maintain, replace, renew and/or repair any portion of the Works and such erection, placement or maintenance or failure to maintain, replace, renew and/or repair interferes with the purposes of the Statutory Right of Way, the Grantee and its employees, agents or contractors may enter upon the Statutory Right of Way at any time to undertake any work which it deems necessary to remove such building, structure, or obstruction or to remedy any failure to maintain, replace, renew and/or repair and any costs which the Grantee may incur in doing so including any administrative and interest costs, shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any

municipal tax payment, levies or any other fees in respect to the Lands. In carrying out such removal or failure to maintain, replace, renew and/or repair works, the Grantee shall, as far as reasonably necessary, carry out such work in a proper and workmanlike manner so as to do as little injury as possible.

4. THE GRANTEE COVENANTS AND AGREES with the Grantor that the Grantee:

   a) subject to Clause 3 hereof, will, as far as reasonably necessary, carry out the construction, maintenance, repair, servicing and/or replacement and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible; and

   b) will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent that such loss, injury, damage or death is caused by the negligence of wilful act or omission of the Grantor or its servants and agents.

5. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

   a) this Agreement shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

   b) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee;

   c) all expenses incurred in the installation of the Works (including any preliminary soil studies, surveys, and related legal and design work) and the maintenance and repair thereof, as certified as acceptable by or on behalf of authorized representatives of the Grantee, shall be carried out on behalf of the Grantee at the sole expense of the Grantor, and thereafter all expenses incurred in the maintenance, replacement, renewal and repair of the Works and the performance of any and all covenants herein provided for shall continue to be at the sole expense of the Grantor;

d) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way shall be and shall remain chattels, any rule of law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee;

e) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

f) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever provided for in this Statutory Right of Way or any portion thereof;

g) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and

h) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

STATUTORY RIGHT OF WAY PLAN OVER:
PART OF LOT 3
EXCEPT: PARCEL "A" (J66567E) BLOCK 2 PLAN 1094
PART OF LOT 1 PLAN BCP_ _ _
PARTS OF LOT A, LOT B, LOT C, LOT D PLAN BCP_ _ _
ALL OF SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT

PLAN BCP_ _ _

DEPOSITED IN THE LAND TITLE OFFICE
AT NEW WESTMINSTER, B.C.
THIS _ _ DAY OF _ _ _ _ _ _ _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
REGISTRAR

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

BCGS 92G.017

FOR WORKS AND SERVICES AND PUBLIC ACCESS PURPOSES

INTEGRATED SURVEY AREA No. 41. (LANGLEY TOWNSHIP), NAD83 (CSRS)

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES EXCEPT WHERE OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY COMBINED FACTOR 0.9995995

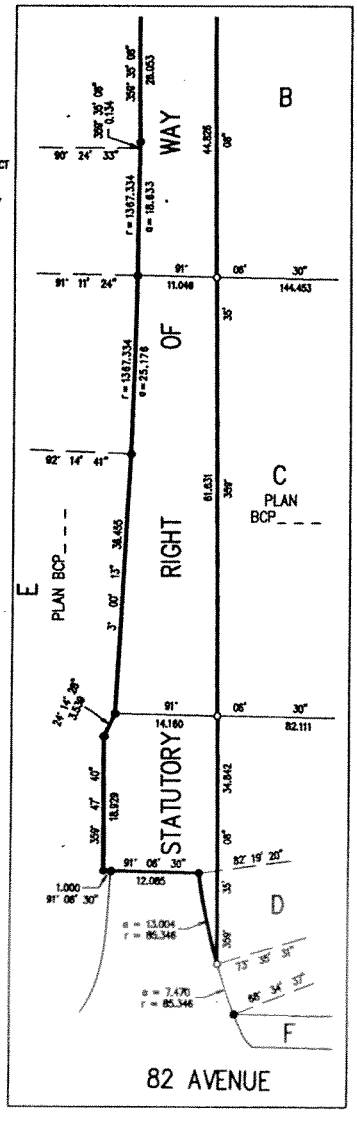
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS 88H4553 AND 85H0966

SCALE 1 : 1250

0 50 75 100 125 m

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 560mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1250

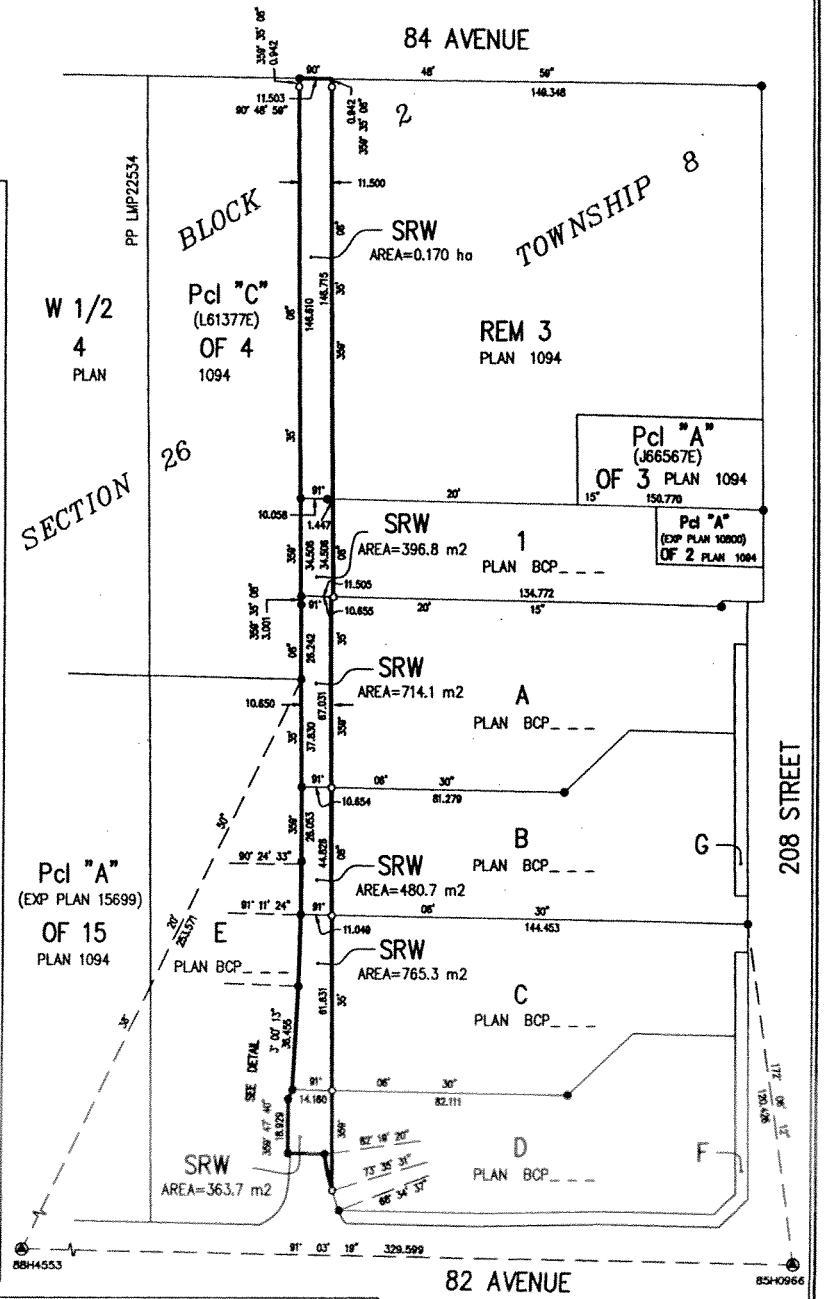
DETAIL
1 : 500



LEGEND

SYMBOLS FOUND	SYMBOLS PLACED	DESCRIPTION
●	○	STANDARD IRON POST
ha		DENOTES HECTARE
m2		DENOTES SQUARE METRE(S)
NWD		DENOTES NEW WESTMINSTER DISTRICT
REM		DENOTES REMAINDER
SRW		DENOTES STATUTORY RIGHT OF WAY
Pcl		DENOTES PARCEL
EXP		DENOTES EXPLANATORY
BLK		DENOTES BLOCK
SEC		DENOTES SECTION
TP		DENOTES TOWNSHIP





STATEMENT BY SURVEYOR

I, G.A. HOL, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 27TH DAY APRIL, 2010. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER #109496, ON THE 27TH DAY OF APRIL, 2010.

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
(SIGNATURE OF B.C.L.S.)

BOOK OF REFERENCE

DESCRIPTION	AREA
LOT 3 EXCEPT: Pcl "A" (J66567E) BLK 2 SEC 26 TP 8 NWD PLAN 1094	0.170 ha
LOT 1 SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	396.8 m2
LOT A SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	714.1 m2
LOT B SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	480.7 m2
LOT C SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	765.3 m2
LOT D SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	363.7 m2

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
13160 88th AVENUE
SURREY, BC V3W 3K3
TEL: 604-596-0391
FILE: 2112-62463-09 R4

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT – TOWNSHIP OF LANGLEY

END OF DOCUMENT

Land Title Act
Form C
(Section 233)
Province of British Columbia

21 OCT 2010 11 14

BB1288049

BB1288050

COPY

GENERAL INSTRUMENT – PART I (This Area for Land Title Use Only)

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Allison Oswald, Legal Secretary
ROSBOROUGH & COMPANY
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5
859-7171 (Client No. 010429)
File No. A8-1453 208 Developments Ltd.

Signature of Agent
Allison Oswald (Item #28A)

2. Parcel Identifier(s) and Legal Description(s) of Land:
(PID) (Legal Description)
See Schedule

3. Nature of Interest:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
See Schedule		

4. Terms: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms ____ D.F. No. _____
(b) Express Charge Terms XX Annexed as Part 2
(c) Release ____ There is no Part 2 of this instrument
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s): *
See Schedule

6. Transferee(s): (including postal address(es) and postal code(s) and occupation(s):
See Schedule

7. Additional or Modified Terms: * n/a

8. Execution(s):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y	M	D	Transferor(s) Signature(s)
(as to both signatures)	10	06	03	**208 DEVELOPMENTS LTD.** by its authorized signatories:
CONRAD WARKENTIN Barrister & Solicitor 33832 South Fraser Way Abbotsford, B.C. V2S 2C5				Peter Warkentin

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.
* If space insufficient, enter "SEE SCHEDULE" and attach Schedule in Form E.
**If space insufficient, continue executions on additional page(s) in Form D.

Land Title Act
Form D
Executions Continued

Officer Signature(s)	Execution Date Y	M	D	Transferee(s) Signature(s)
(as to both signatures)	10	06	11	**HSBC BANK CANADA** by its authorized signatories: KEVIN C. PRICE ACCOUNT MANAGER COMMERCIAL REAL ESTA ALFRED LI Senior Account Manager Commercial Real Estate
	10	06	08	**THE CORPORATION OF THE TOWNSHIP OF LANGLEY** by its authorized signatory(ies): **Susan Palmer**, Deputy Township Clerk

WENDY CLARKE
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
885 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3G1
Date Commission Expires July 31, 2012

JOHNNY GREWAL
A Commissioner for taking Affidavits in
The Province of British Columbia
Expiry Date: January 31, 2013
20338-65 Avenue
Langley, BC V2Y 3J1

OFFICER'S CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Land Title Act
Form E
Schedule

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. Parcel Identifier(s) and Legal Description(s) of Land:*

Lots A, B, C, D Section 26 Township 8 NWD Plan BCP 46391

3. Nature of Interest:*

Description	Document Reference (page & paragraph)	Person Entitled to Interest
Statutory Right Way over part shown bold on Statutory Right of Way Plan BCP 46393	**Pages 4 to 8**	**Transferee**
Priority Agreement granting Statutory Right of Way No. BB1288049 **priority over Mortgage No. BB536306 (Modified by No. CA884702 & Extended By No.** BB1287997 **) &** BB1288001 & BB1288003 **Assignment of Rents No. BB536307 (Modified by No. CA884703 & Extended by No.** BB1287998 **)** BB1288002 & BB1288004, BB1288012 BB1288018	**Page 9**	**Transferee**

5. Transferor(s):*

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217) #206, 2760 Gladwin Road, Abbotsford, B.C., V2T 4S6
HSBC BANK CANADA (Priority Agreement)

6. Transferee(s): (including postal address(es) and postal codes(s) and occupations(s):*

THE CORPORATION OF THE TOWNSHIP OF LANGLEY of 20338, 65th Avenue, Langley, B.C., V2Y 3J1

TERMS OF INSTRUMENT - PART II

STATUTORY RIGHT OF WAY

THIS AGREEMENT made the ____ day of _____, 2010

BETWEEN:

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217) of
#206, 2760 Gladwin Road, Abbotsford, B.C. V2T 4S6

(the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
20338 – 65th Avenue, Langley, BC V2Y 3J1

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

Lots A, B, C, D Section 26 Township 8 NWD Plan BCP 46391
(collectively the "Lands")

B. To facilitate the construction, improvement, alteration, repair, maintenance, cleaning, protection, enlargement, reconstruction, inspection and otherwise operation and servicing of a public trail and/or access road for the Grantee and the public with or without vehicles or machinery (the "Works") to and through the Lands, with or without vehicles, machinery or workmen, the Grantor has agreed to grant for those purposes the statutory right of way hereinafter mentioned.

C. Section 218 of the *Land Title Act* allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and the sum of One Dollar ($1.00), now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. THE GRANTOR, for himself, his heirs, executors, administrators, successors and assigns, DOES HEREBY GIVE AND GRANT unto the Grantee, its successors and assigns a statutory right of way and the full, free and unrestricted right and liberty for the Grantee, its licensees, servants, officials, workmen, machinery and vehicles, at any time and at their will and pleasure for the benefit of the Grantee, to:

a) enter in, over and upon ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as:

all that portion of the Lands shown boldly outlined on Statutory Right of Way Plan No. BCP 46393 prepared by G.A. Hol, B.C.L.S., dated the 27th day of April, 2010, a reduced copy of which is attached hereto as Schedule "A" (the "Statutory Right of Way");

b) enter, labour, go, return, pass and repass upon the Statutory Right of Way by the public and the Grantee as a public trail and access road as herein provided for;

c) free and uninterrupted access upon the Statutory Right of Way to construct, reconstruct, alter, improve, maintain and inspect the Works, with or without vehicles or machinery, for the purposes aforesaid and at the Grantee's sole expense, if so required;

d) make surveys, tests and examinations in and about and on the Statutory Right of Way and to excavate the soil thereof and to construct, install, lay down, place and maintain works related to carrying out and maintaining the Works, if so required;

e) clear the Statutory Right of Way or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter;

f) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the foregoing Works and the use of the Statutory Right of Way for the aforesaid purposes,

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, from and after the date hereof, forever.

2. THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that the Grantor:

a) will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete foundation or footings or any other obstruction of a permanent nature, on, under or above any portion of the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

b) will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere or damage the Works and, in particular, will not carry out blasting or excavation work on the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

c) will not diminish or increase the depth of the ground cover on, under or about the Statutory Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

d) will from time to time and at all time upon every reasonable request and at the cost and charges of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way hereby granted;

e) will allow the public and the Grantee, its agents and servants, to enter upon the Statutory Right of Way as aforesaid and not to interfere with in any way nor prevent any such person coming on the Statutory Right of Way for purposes provided herein; and

f) does hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of any works carried out by the Grantee in accordance with clause 3 herein.

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way or fails to maintain, replace, renew and/or repair any portion of the Works and such erection, placement or maintenance or failure to maintain, replace, renew and/or repair interferes with the purposes of the Statutory Right of Way, the Grantee and its employees, agents or contractors may enter upon the Statutory Right of Way at any time to undertake any work which it deems necessary to remove such building, structure, or obstruction or to remedy any failure to maintain, replace, renew and/or repair and any costs which the Grantee may incur in doing so including any administrative and interest costs, shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any municipal tax payment, levies or any other fees in respect to the Lands. In carrying out such removal or failure to maintain, replace, renew and/or repair works, the Grantee shall, as far as reasonably necessary, carry out such work in a proper and workmanlike manner so as to do as little injury as possible.

4. THE GRANTEE COVENANTS AND AGREES with the Grantor that the Grantee:

a) subject to Clause 3 hereof, will, as far as reasonably necessary, carry out the construction, maintenance, repair, servicing and/or replacement and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible; and

b) will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent that such loss, injury, damage or death is caused by the negligence of wilful act or omission of the Grantor or its servants and agents.

5. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

a) this Agreement shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

b) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee;

c) all expenses incurred in the installation of the Works (including any preliminary soil studies, surveys, and related legal and design work) and the maintenance and repair thereof, as

certified as acceptable by or on behalf of authorized representatives of the Grantee, shall be carried out on behalf of the Grantee at the sole expense of the Grantor, and thereafter all expenses incurred in the maintenance, replacement, renewal and repair of the Works and the performance of any and all covenants herein provided for shall continue to be at the sole expense of the Grantor;

d) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way shall be and shall remain chattels, any rule of law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee;

e) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

f) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever provided for in this Statutory Right of Way or any portion thereof;

g) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and

h) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

STATUTORY RIGHT OF WAY PLAN OVER:
PART OF LOT 3
EXCEPT: PARCEL "A" (J66567E) BLOCK 2 PLAN 1094
PART OF LOT 1 PLAN BCP_ _ _
PARTS OF LOT A, LOT B, LOT C, LOT D PLAN BCP_ _ _
ALL OF SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT

PLAN BCP_ _ _

DEPOSITED IN THE LAND TITLE OFFICE
AT NEW WESTMINSTER, B.C.
THIS _ _ DAY OF _ _ _ _ _ _ _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
REGISTRAR

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

BCGS 92G.017

FOR WORKS AND SERVICES AND PUBLIC ACCESS PURPOSES

INTEGRATED SURVEY AREA No. 41, (LANGLEY TOWNSHIP), NAD83 (CSRS)

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES EXCEPT WHERE OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY COMBINED FACTOR 0.9995095

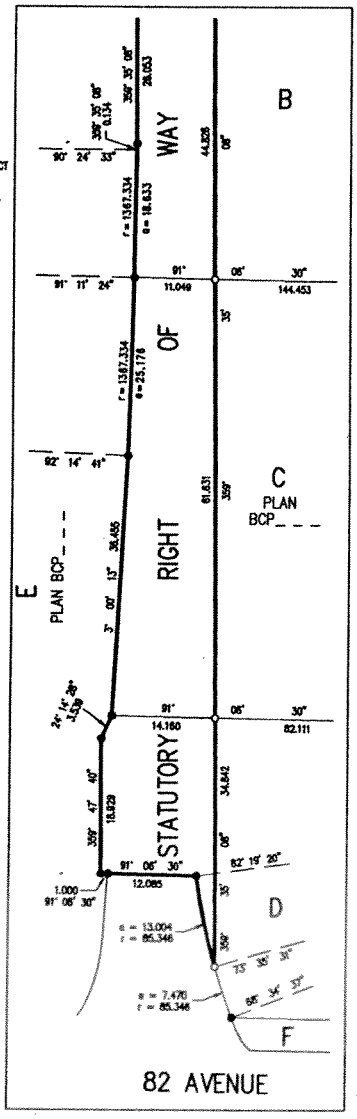
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS 88H4553 AND 85H0966

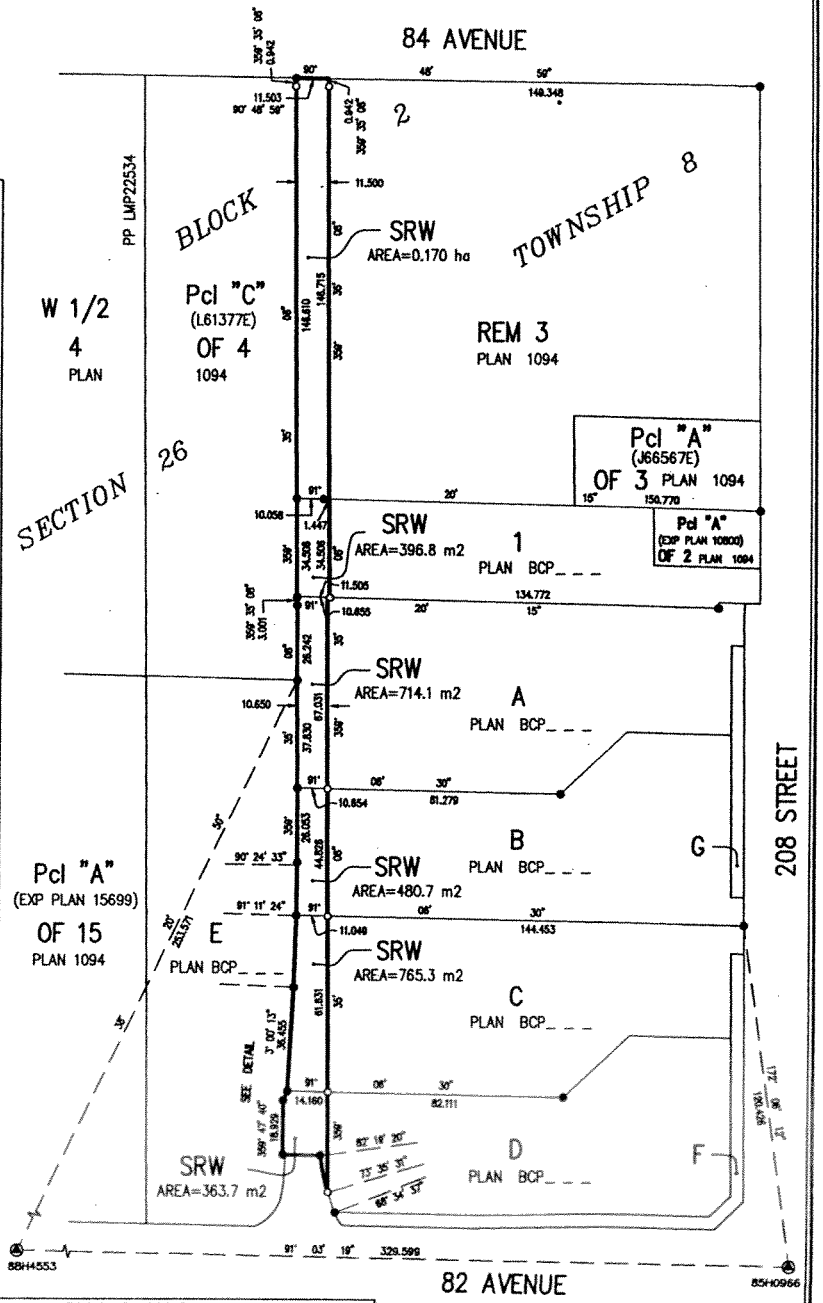
SCALE 1 : 1250

0 50 75 100 125 m

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY 560mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:1250

DETAIL
1 : 500





LEGEND

SYMBOLS FOUND	SYMBOLS PLACED	DESCRIPTION
●	○	STANDARD IRON POST
ha		DENOTES HECTARE
m2		DENOTES SQUARE METRE(S)
NWD		DENOTES NEW WESTMINSTER DISTRICT
REM		DENOTES REMAINDER
SRW		DENOTES STATUTORY RIGHT OF WAY
Pcl		DENOTES PARCEL
EXP		DENOTES EXPLANATORY
BLK		DENOTES BLOCK
SEC		DENOTES SECTION
TP		DENOTES TOWNSHIP

STATEMENT BY SURVEYOR

I, G.A. HOL, A BRITISH COLUMBIA LAND SURVEYOR, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 27TH DAY APRIL, 2010. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER #109496, ON THE 27TH DAY OF APRIL, 2010.

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _
(SIGNATURE OF B.C.L.S.)

BOOK OF REFERENCE

DESCRIPTION	AREA
LOT 3 EXCEPT: Pcl "A" (J66567E) BLK 2 SEC 26 TP 8 NWD PLAN 1094	0.170 ha
LOT 1 SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	396.8 m2
LOT A SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	714.1 m2
LOT B SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	480.7 m2
LOT C SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	765.3 m2
LOT D SECTION 26 TOWNSHIP 8 NWD PLAN BCP_ _ _	363.7 m2

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT — TOWNSHIP OF LANGLEY

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
13160 88th AVENUE
SURREY, BC V3W 3K3
TEL: 604-596-0391
FILE: 2112-82463-00 R4

CONSENT AND PRIORITY AGREEMENT

WHEREAS **HSBC BANK CANADA** (the "Chargeholder") is the holder of the following charges encumbering the following lands:

Charge	Lands
Mortgage No. BB536306 (Modified By CA884702 & Extended by No BB1288199) & Assignment of Rents No. BB536307 (Modified By CA884703 & Extended by No BB1288799)	Lots A, B, C, D Sec 26 Tp 8 NWD Plan BCP 46391
(the "Charge")	(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00) paid to the Chargeholder by The Corporation of the Township of Langley (the "Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

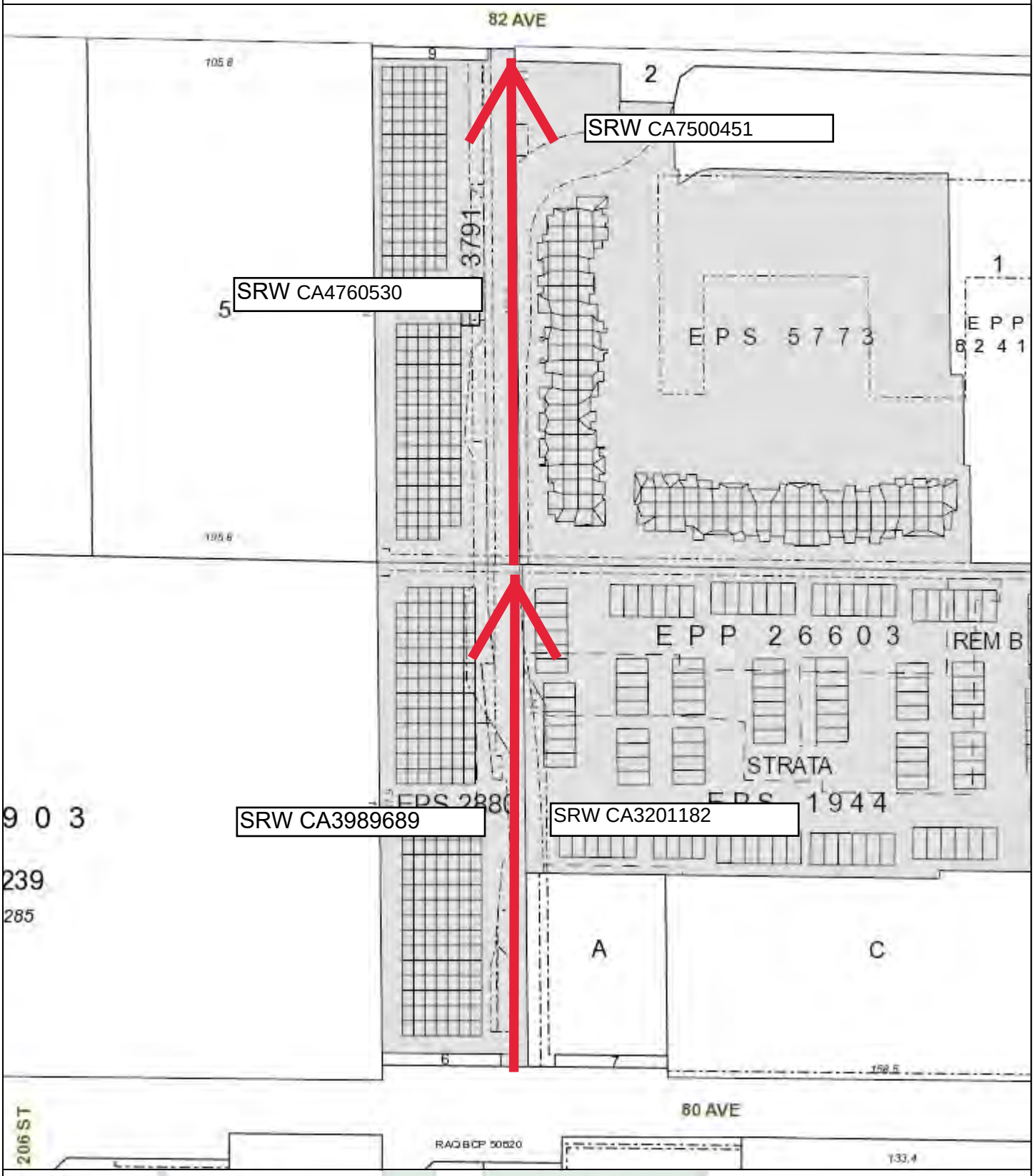
1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way (the "SRW");

2. The Chargeholder hereby grants to the Transferee priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the SRW as if the SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

END OF DOCUMENT

Geosource Map



Township of Langley BC
Est. 1873

0 40 80 160 Meters

1:2,000

The data provided is a compilation of geographic information drawn together from a variety of sources, historic and current, and does not necessarily include everything and anything for a particular purpose; and the person utilizing this information does so entirely at their risk as the Township of Langley assumes no obligation or liability for the use of this information by any person and makes no representations or promises regarding the completeness or accuracy of the information or its fitness for a particular purpose.

Map printed on: Wednesday, November 3, 2021 Township of Langley

FORM_C_V24 (Charge)

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA7500451 CA7500454

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Colnmbia

May-14-2019 11:59:38.018

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Scott Harley Wilson 44WXB2 — Digitally signed by Scott Harley Wilson 44WXB2 Date: 2019.05.13 17:20:08 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

DENTONS CANADA LLP
Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone 604-687-4460
File 520856-100 / Scott Wilson
SRW/Covenant - Public Access over 207 Street (Private Road)

Document Fees: $296.64 Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 1 SECTION 26 TOWNSHIP 8 NWD PLAN EPP82410

STC? YES

Related Plan Number: **EPP82410**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

POLYGON UNION PARK HOMES LTD. (INC. NO. BC1056335)
THE BANK OF NOVA SCOTIA (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

20338 - 65 AVENUE
LANGLEY BRITISH COLUMBIA
V2Y 3J1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Clara Li
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4445
(as to G. Scott Baldwin)

Execution Date		
Y	M	D
19	04	16

Transferor(s) Signature(s)

Polygon Union Park Homes Ltd.
by its authorized signatory(ies):

Print Name: G. Scott Baldwin

Print Name: Robert Bruno

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Dahee Kim Commissioner for Taking Affidavits in British Columbia Scotiabank 650 West Georgia Street, 34th Fl Vancouver, BC, V6B 4N7 Commission Expires: October 31, 2020	19	04	17	The Bank of Nova Scotia by its authorized signatory(ies): Print Name: Patrick Kirgeth Brennan Director and Group Leader Real Estate Banking Print Name:

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Laura Kennelly-Mohr Commissioner for Taking Affidavits in British Columbia Township of Langley 20338 - 65 Avenue Langley BC V2Y 3J1 Expiry Date: April 30, 2021	19	05	08	The Corporation of the Township of Langley by its authorized signatory: Wendy Bauer Township Clerk

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE PAGE 4 OF 13 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Page 6-7, Section 1 Over Part on Plan EPP82421
Priority Agreement		Page 12, Paragraph 7 Granting Statutory Right of Way with registration number one less priority over Mortgage BB833571 (extended by CA4661589) and Assignment of Rents BB833572 (extended by CA4661590).
Covenant		Pages 7-10, Section 3
Priority Agreement		Page 12, Paragraph 7 Granting Covenant with registration number one less priority over Mortgage BB833571 (extended by CA4661589) and Assignment of Rents BB833572 (extended by CA4661590).

NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART II
STATUTORY RIGHT OF WAY FOR PUBLIC ACCESS OVER PRIVATE ROAD

WITH PRIORITY OVER MORTGAGE BB833571 (EXTENDED BY CA4661589) AND ASSIGNMENT OF RENTS BB833572 (EXTENDED BY CA4661590)

THIS AGREEMENT made the 8 day of May , 2019

BETWEEN:

POLYGON UNION PARK HOMES LTD.
900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(the "**Grantor**")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
20338 – 65th Avenue, Langley, BC V2Y 3J1

(the "**Grantee**")

OF THE SECOND PART

AND:

THE BANK OF NOVA SCOTIA

(the "**Mortgage Co.**")

OF THE THIRD PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

Parcel Identifier: NPA
Lot 1 Section 26 Township 8 New Westminster District Plan EPP82410

(the "**Lands**");

B. The Grantor and the Grantee acknowledge that the portion of the Lands shown on Statutory Right of Way Plan EPP82421 prepared by G.A. Rowbotham, B.C.L.S. on the 5th day of February, 2019, a reduced copy of which plan is attached hereto as Schedule A (the "**Statutory Right of Way Area**"), will be used as a private road for the benefit of the owners and visitors of the Grantor (the "**Private Road**");

C. The Grantor has agreed to grant to the Grantee and the general public the right to use the Private Road, in common with the Grantor, for the purpose of vehicular and pedestrian passage. To that effect, the Grantor has agreed to grant to the Grantee the within statutory right of way and Section 219 covenant;

D. Section 218 of the *Land Title Act* allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking; and

E. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the covenantor and the successors in title of the covenantor.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained and the sum of $1.00, now paid by the parties to each other (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. Pursuant to Section 218 of the *Land Title Act*, the Grantor, for himself, his heirs, executors, administrators, successors and assigns, hereby gives and grants unto the Grantee, its successors and assigns and, for the purpose of Section 1(a), the general public, a statutory right of way and the full, free and unrestricted right and liberty to do the following:

Public access

(a) enter upon the Statutory Right of Way Area at any time of day or night, by vehicle, by foot, by bicycle, or by any other normal means of access, egress of a trail or a public road in the Township of Langley, and use the Statutory Right of Way Area as a road, provided that members of the general public will be subject to the Grantor's rules in respect of the use of the Statutory Right of Way Area;

Construction and maintenance

(b) enter upon and use the Statutory Right of Way Area at any time of day or night, with or without vehicles, machinery and equipment and personnel and:

(i) construct, maintain, repair, replace and keep in place within the Statutory Right of Way Area the Private Road and the associated signs, markings, structures, lights and landscaping (the "**Works**");

(ii) conduct surveys, tests and examinations in and about and on the Statutory Right of Way Area, excavate and change the grade of the Statutory Right of Way Area, and do all such other works and activities as are reasonably necessary to construct, maintain, repair and replace the Works; and

(iii) clear the Statutory Right of Way Area or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter.

For certainty, the Grantee will have the right, but in no event an obligation, to carry out the works and actions set out in this Section 1(b), as and when the Grantee considers such works and actions necessary; and

All other incidental rights

(c) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the Works and the use of the Statutory Right of Way Area for the aforesaid purposes,

(collectively, the "**Statutory Right of Way**"),

to have and to hold unto the Grantee, its successors and assigns, from and after the date hereof, forever.

Notwithstanding the foregoing provisions of this section, it is understood and agreed to by the Grantee that the Statutory Right of Way Area, the Statutory Right of Way and the rights conferred on the Grantee and the public pursuant to this Agreement do not extend below the finished grade of the Lands.

2. As a covenant pursuant to Section 219 of the Land Title Act, the Grantor covenants and agrees with the Grantee that the Lands will be used as follows:

Construction and maintenance of the Works

(a) the Grantor will, at its cost:

(i) construct, maintain, repair and replace the Works to the satisfaction of the Grantee and in accordance with all applicable laws; and

(ii) at all times, keep the Works in good maintenance and repair as a prudent owner would;

Operation and maintenance of the Works

(b) the Grantor will:

(i) not levy any fees or charges in connection with the use by the general public of the Statutory Right of Way; and

(ii) keep the Statutory Right of Way open for the use by the general public at all hours of the day and night, 365 days a year, except as reasonably necessary to restrict such access during the course of maintenance and repair of the Works;

(c) subject to Section 2(b), the Grantor may adopt and enforce reasonable rules applicable to the use of the Statutory Right of Way Area by the general public, provided that the Grantor will be solely responsible for posting such rules in areas accessible to the general public and for enforcing such rules;

No obstruction

(d) except with the written consent of the Grantee, the Grantor will not store any material on the Statutory Right of Way Area or in any way obstruct, block, limit the time of use, or close (by a gate or otherwise) the Statutory Right of Way Area, or any portion thereof;

(e) except as expressly permitted in this Agreement, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the Statutory Right of Way;

Further acts and documents

(f) from time to time and at all times upon every reasonable request and at the cost and expense of the Grantee, the Grantor will do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way;

Public access

(g) the Grantor will allow the public and the Grantee, its agents and servants, to enter upon the Statutory Right of Way Area as aforesaid and, subject to Section 2(c), will not interfere with in any way nor prevent any such person coming on the Statutory Right of Way Area in connection with the Statutory Right of Way;

Insurance by the Grantor

(h) the Grantor will obtain, maintain and, upon request, furnish to the Grantee the proof of, the following:

(i) property insurance, in an amount acceptable to the Grantee acting reasonably, protecting both the Grantor and the Grantee from loss or damage to the Statutory Right of Way Area and the Works; and

(ii) commercial general liability insurance, in an amount per occurrence acceptable to the Grantee, acting reasonably, in respect of injury to or death of one or more persons and for damage to property, regardless of the number of claims arising as a result of any one occurrence protecting both the Grantor and the Grantee against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Statutory Right of Way Area and the Works or any portion thereof, from any cause including the risks occasioned by the maintenance of the Works or any portion thereof. The deductible under this coverage shall be in an amount acceptable to the Grantee, acting reasonably.

The above noted insurance policies will:

(iii) be in a form satisfactory to the Grantee, acting reasonably;

(iv) exclude any rights of cross claim against the Grantee or any rights of the insurer or insurers, whether by subrogation or otherwise, against the Grantee and against those for whom the Grantee is in law responsible;

(v) include the Grantee (including its officers and servants) as an additional insured; and

(vi) contain a provision requiring that at least 30 days written notice be given to the Grantee by the insurer prior to cancellation of or material change to the policy;

Release and indemnity by the Grantor

(i) the Grantor:

(i) hereby releases and forever discharges the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection, operation, servicing or

removal of the Works or any portions thereof on, under, and about the Statutory Right of Way; and

(ii) will indemnify and save harmless the Grantee and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, in connection with any loss, damage, injury or death to any person or persons arising directly or indirectly out of, or materially contributed by the use of the Private Road by the Grantor, and its invitees, agents, employees, and those for whom the Grantor is at law responsible,

save and except to the extent that such loss, injury, damage or death is caused by the negligence or willful act or omission of the Grantee or its servants and agents. The obligation set out in this Section 2(i) is without prejudice to the obligation to insure in Section 2(h),

(collectively, the "**Section 219 Covenant**").

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way Area, or fails to perform its obligations herein, the Grantee may (but is not obligated to) undertake any work which it deems necessary to remove such building, structure, or obstruction, or otherwise remedy the Grantor's default. Any costs which the Grantee may incur in connection with exercising its rights in this Section 3 shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any municipal tax payment, levies or any other fees in respect to the Lands. In carrying out any work contemplated pursuant to this Section 3, the Grantee shall carry out such work in a proper and workmanlike manner so as to do as little injury as reasonably possible.

4. Except as set out in Section 2(i), the Grantee will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, in connection with any loss, damage, injury or death to any person or persons arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent that such loss, injury, damage or death is caused by the negligence or willful act or omission of the Grantor or its servants and agents.

5. It is mutually understood, agreed and declared by and between the parties hereto that:

(a) notwithstanding the rights granted herein or any rule of law or equity to the contrary, the Statutory Right of Way Area will at all times remain a private road and will in no event be deemed to have become a public road or a municipal highway;

(b) this Agreement, including the Statutory Right of Way and the Section 219 Covenant, shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

(c) if the Lands are subdivided, this Statutory Right of Way and Section 219 Covenant will only encumber such portions of the Lands which contain the Statutory Right of Way Area or a portion thereof;

(d) any person acquiring fee simple interest in the Lands, or a portion thereof, will be deemed to have assumed the obligations of the Grantor under this Agreement;

(e) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way Area in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee;

(f) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way Area shall be and shall remain chattels, any rule of law or equity to the contrary notwithstanding, and shall belong solely and exclusively to the Grantee;

(g) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

(h) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever;

(i) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;

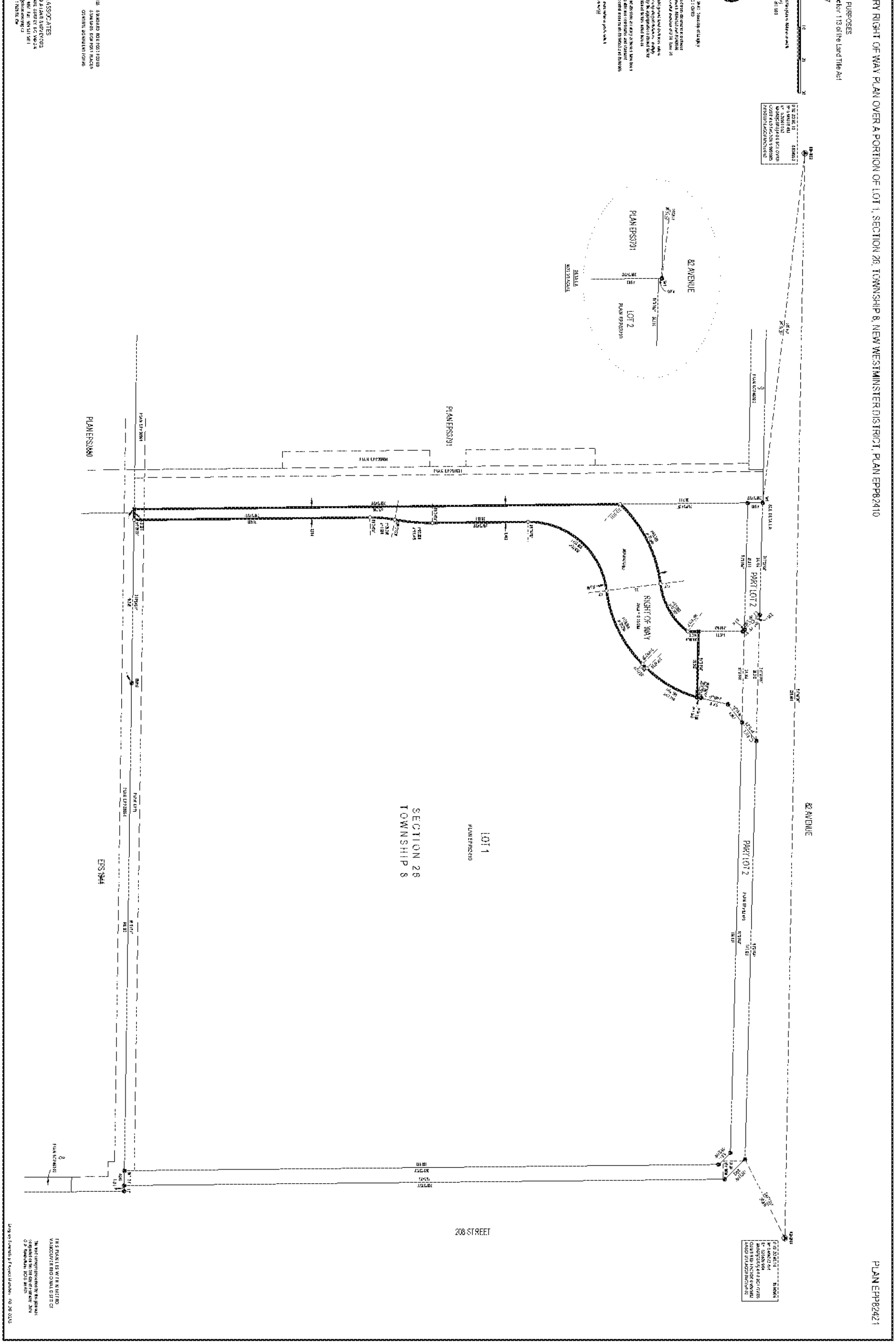
(j) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require; and

(k) this Agreement is without derogation to any right, authority or obligation of the Township of Langley (or its approving officer) under any public or private statute.

6. The Mortgage Co., in consideration of the payment of ONE ($1.00) DOLLAR and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby agrees and consents to the registration on title to the Lands of the Statutory Right of Way and Section 219 Covenant herein contained (the "**Charges**") in priority to the said Mortgage Co. mortgage documents registered under instrument numbers BB833571 (extended by CA4661589) and BB833572 (extended by CA4661590) in the same manner and to the same effect as if the Charges had been dated, granted and registered prior to the said Mortgage Co.'s mortgage documents.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

SCHEDULE "A"
PLAN OF STATUTORY RIGHT OF WAY



FORM_DECGEN_V19

LAND TITLE ACT
FORM DECLARATION

Related Document Number: CA7500451

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Scott Harley Wilson 44WXB2
Digitally signed by Scott Harley Wilson 44WXB2
Date: 2019.05.28 09:32:46 -07'00'

I, Scott Wilson, Solicitor at Dentons Canada LLP, declare that:

I am the applicant in connection with above-noted registration of a Form C Charge submitted under document numbers CA7500451 and CA7500454 (the Charge").

A Form 17 Change of Name - Amalgamation of Companies was submitted for registration in the Land Title Office on May 27, 2019 under pending registration numbers CA7522155 to CA7522158 to update the incorporation number for Polygon Union Park Homes Ltd.

The Incorporation Number for Polygon Union Park Homes Ltd. in Item 5 of the Charge should be changed to BC1116796.

I make this declaration and know it to be true based on personal knowledge.

_____
Scott Wilson

NOTE:
A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: $0.00

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Oct-22-2015 14:21:23.007

CA4760530 CA4760533

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

John Michael Thomas Burke IFRSWL

Digitally signed by John Michael Thomas Burke IFRSWL
DN: c=CA, cn=John Michael Thomas Burke IFRSWL, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=IFRSWL
Date: 2015.10.21 15:19:42 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Allison Oswald, Legal Assistant
Rosborough & Company, Barristers & Solicitors
33832 South Fraser Way
Abbotsford BC V2S 2C5

LTO Client No. 010429
Phone: (604) 859-7171x255
File No. A14-0445 208 Developments Ltd. (Parkside 2)
Civic File No. 08-26-0122/SP100557 Quadra
(Public Passage SRW/Covenant)

Document Fees: $312.40

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

028-364-953 **LOT 1 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

20338, 65TH AVENUE
LANGLEY BRITISH COLUMBIA
V2Y 3J1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

nil

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Conrad Warkentin
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, B.C.
V2S 2C5

Execution Date		
Y	M	D
15	9	4

Transferor(s) Signature(s)

208 DEVELOPMENTS LTD. by its authorized signatory(ies):

Peter Warkentin

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Jagdev Kaur Mann Commissioner for Taking Affidavits in British Columbia 1400, 1140 West Pender Street Vancouver, B.C. V6E 4G1	15	9	21	MCAP FINANCIAL CORPORATION by its authorized signatory(ies): Herman Kwan
Laura Kennelly-Mohr Commissioner for Taking Affidavits in British Columbia 20338, 65 Avenue Langley, B.C. V2Y 3J1	15	10	13	THE CORPORATION OF THE TOWNSHIP OF LANGLEY by its authorized signatory(ies): Wendy Bauer, Deputy Township Clerk

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over part shown bold and hatched Plan EPP51691
Priority Agreement		granting Statutory Right of Way herein priority over Mortgage No. CA4552944 and Assignment of Rents No. CA4552945
Covenant		
Priority Agreement		granting Covenant herein priority over Mortgage No. CA4552944 and Assignment of Rents No. CA4552945

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. Transferor(s):

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217)
#206, 2760 Gladwin Road
Abbotsford, B.C.
V2T 4S6

MCAP FINANCIAL CORPORATION ~ Incorporation No. A-62340 (Priority Agreement)

TERMS OF INSTRUMENT - PART II

STATUTORY RIGHT OF WAY FOR PUBLIC RIGHTS OF PASSAGE

THIS AGREEMENT made the 13th day of October, 2015

AMONG:

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217) of #206, 2760 Gladwin Road, Abbotsford, B.C., V2T 4S6

(the "**Grantor**")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
20338 – 65th Avenue, Langley, BC V2Y 3J1

(the "**Grantee**")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Township of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

PID: 028-364-953
Lot 1 Section 26 Township 8 New Westminster District Plan BCP46392
(the "Lands")

B. The Grantor and the Grantee acknowledge that the portion of the Lands shown on the Statutory Right of Way Plan EPP51691 prepared by Paul Bartlett, B.C.L.S. completed and checked on the 12th day of May, 2015, a reduced copy of which plan is attached hereto as Schedule "A" (the "**Statutory Right of Way Area**"), will be used as a private road for the benefit of the owners and visitors of the Grantor (the "**Private Road**");

C. The Grantor has agreed to grant to the Grantee and the general public the right to use the Private Road, in common with the Grantor, for the purpose of vehicular and pedestrian passage. To that effect, the Grantor has agreed to grant to the Grantee the within statutory right of way and section 219 covenant;

D. Section 218 of the Land Title Act allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking; and

E. Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the covenantor and the successors in title of the covenantor.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained and the sum of $1.00, now paid by the parties to each other (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. Pursuant to section 218 of the *Land Title Act*, the Grantor, for himself, his heirs, executors, administrators, successors and assigns, hereby gives and grants unto the Grantee, its successors and assigns and, for the purpose of section 1(a), the general public, a statutory right of way and the full, free and unrestricted right and liberty to do the following:

Public access

a) enter upon the Statutory Right of Way Area at any time of day or night, by vehicle, by foot, by bicycle, or by any other normal means of access, egress of a trail or a public road in the Township of Langley, and use the Statutory Right of Way Area as a road, provided that members of the general public will be subject to the Grantor's rules in respect of the use of the Statutory Right of Way Area;

Construction and maintenance

b) enter upon and use the Statutory Right of Way Area at any time of day or night, with or without vehicles, machinery and equipment and personnel and:

i) construct, maintain, repair, replace and keep in place within the Statutory Right of Way Area the road and the associated signs, markings, structures, lights and landscaping (the "**Works**");

ii) conduct surveys, tests and examinations in and about and on the Statutory Right of Way Area, excavate and change the grade of the Statutory Right of Way Area, and do all such other works and activities as are reasonably necessary to construct, maintain, repair and replace the Works; and

iii) clear the Statutory Right of Way Area or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter.

For certainty, the Grantee will have the right, but in no event an obligation, to carry out the works and actions set out in this section 1(b), as and when the Grantee considers such works and actions necessary; and

All other incidental rights

c) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the Works and the use of the Statutory Right of Way Area for the aforesaid purposes,

(collectively, the "**Statutory Right of Way**"),

to have and to hold unto the Grantee, its successors and assigns, from and after the date hereof, forever.

2. As a covenant pursuant to Section 219 of the *Land Title Act*, the Grantor covenants and agrees with the Grantee that the Lands will be used as follows:

Construction and maintenance of the Works

a) the Grantor will, at its cost:

i) construct, maintain, repair and replace the Works to the satisfaction of the Grantee and in accordance with all applicable laws; and

ii) at all times, keep the Works in good maintenance and repair as a prudent owner would;

Operation and maintenance of the Works

b) the Grantor will:

i) not levy any fees or charges in connection with the use by the general public of the Statutory Right of Way; and

ii) keep the Statutory Right of Way open for the use by the general public at all hours of the day and night, 365 days a year, except as reasonably necessary to restrict such access during the course of maintenance and repair of the Works;

c) subject to section 2(b), the Grantor may adopt and enforce reasonable rules applicable to the use of the Statutory Right of Way Area by the general public, provided that the Grantor will be solely responsible for posting such rules in areas accessible to the general public and for enforcing such rules;

No obstruction

d) subject to a written consent of the Grantee, the Grantor will not store any material on the Statutory Right of Way Area or in any way obstruct, block, limit the time of use, or close (by a gate or otherwise) the Statutory Right of Way Area, or any portion thereof;

e) except as expressly permitted in this Agreement, the Grantor will not do or knowingly permit to be done any act or thing which will interfere with the Statutory Right of Way;

Further acts and documents

f) from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee, the Grantor will do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way;

Public access

g) the Grantor will allow the public and the Grantee, its agents and servants, to enter upon the Statutory Right of Way Area as aforesaid and, subject to section 2(c), will not interfere with in any way nor prevent any such person coming on the Statutory Right of Way Area in connection with the Statutory Right of Way;

Insurance by the Grantor

h) the Grantor will obtain, maintain and, upon request, furnish to the Grantee the proof of, the following:

i) property insurance protecting both the Grantor and the Grantee from loss or damage to the Statutory Right of Way Area and the Works effected in the Province of British Columbia by prudent owners; and

ii) commercial general liability insurance, in an amount per occurrence acceptable to the Grantee, acting reasonably, in respect of injury to or death of one or more persons and for damage to property, regardless of the number of claims arising as a result of any one occurrence protecting both the Grantor and the Grantee against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Statutory Right of Way Area and the Works or any portion thereof, from any cause including the risks occasioned by the maintenance of the Works or any portion thereof. The deductible under this coverage shall be in an amount acceptable to the Grantee, acting reasonably.

The above noted insurance policies will:

iii) be in a form satisfactory to the Grantee, acting reasonably;

iv) exclude any rights of cross claim against the Grantee or any rights of the insurer or insurers, whether by subrogation or otherwise, against the Grantee and against those for whom the Grantee is in law responsible;

v) include the Grantee (including its officers and servants) as an additional insured; and

vi) contain a provision requiring that at least 30 days written notice be given to the Grantee by the insurer prior to cancellation of or material change to the policy;

Release and indemnity by the Grantor

i) the Grantor:

i) hereby releases and forever discharges the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of the laying, construction, repair, renewal, maintenance, inspection, operation, servicing or removal of the Works or any portions thereof on, under, and about the Statutory Right of Way; and

ii) will indemnify and save harmless the Grantee and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, in connection with any loss, damage, injury or death to any person or persons arising directly or indirectly out of, or materially contributed by the use of the Private Road by the Grantor, and its invitees, agents, employees, and those for whom the Grantor is at law responsible,

save and except to the extent that such loss, injury, damage or death is caused by the negligence or willful act or omission of the Grantee or its servants and agents. The obligation set out in this section 2(i) is without prejudice to the obligation to insure in section 2(h),

(collectively, the "**Section 219 Covenant**").

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way Area, or fails to perform its obligations herein, the Grantee may (but is not obligated to) undertake any work which it deems necessary to remove such building, structure, or obstruction, or otherwise remedy the Grantor's default. Any costs which the Grantee may incur in connection with exercising its rights in this section 3 shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any municipal tax payment, levies or any other fees in respect to the Lands. In carrying out any work contemplated pursuant to this section 3, the Grantee shall carry out such work in a proper and workmanlike manner so as to do as little injury as reasonably possible.

4. Notwithstanding Clauses 2 and 3 above, the Grantor may construct an underground and above ground parking and storage structure on the Lands in the area shown hatched on Statutory Right of Way Plan EPP51691 a reduced copy of which is attached hereto as Schedule "A" and as shown on Building Sections Plan View drawings prepared by McElhanney Consulting Services Ltd. under Job No. 2111-02522-0 and attached hereto as Schedule "B"; PROVIDED THAT the encroachment will not impact the rights of the Grantee and the public conferred herein and provided that the Grantor first provides to the Grantee a comfort letter, to the acceptance of the Grantee, from an Association of Professional Engineers and Geoscientists of British Columbia (APEGBC) accredited engineer stating that the said underground parking and storage structure will in no way interfere with or prevent the Statutory Right of Way from being used for its intended purposes, a copy of which is attached as Schedule "C".

5. Except as set out in section 2(i), the Grantee will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, in connection with any loss, damage, injury or death to any person or persons arising directly or indirectly out of the use by the Grantee or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent that such loss, injury, damage or death is caused by the negligence or willful act or omission of the Grantor or its servants and agents.

6. It is mutually understood, agreed and declared by and between the parties hereto that:

   a) notwithstanding the rights granted herein or any rule of law or equity to the contrary, the Statutory Right of Way Area will at all times remain a private road and will in no event be deemed to have become a public road or a municipal highway;

   b) this Agreement, including the Statutory Right of Way and the Section 219 Covenant, shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

c) if the Lands are subdivided, this Statutory Right of Way and Section 219 Covenant will only encumber such portions of the Lands which contain the Statutory Right of Way Area or a portion thereof;

d) any person acquiring fee simple interest in the Lands, or a portion thereof, will be deemed to have assumed the obligations of the Grantor under this Agreement;

e) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way Area in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee;

f) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way Area shall be and shall remain chattels, any rule of law or equity to the contrary notwithstanding, and shall belong solely and exclusively to the Grantee;

g) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

h) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever;

i) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and

j) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

N.1

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PARTS OF LOT 1 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392

PLAN EPP51691

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT.
BCGS 92G.017
FOR UTILITIES, ACCESS AND ENCROACHMENT PURPOSES

SCALE 1 : 750

0 10 25 50 75 m

ALL DISTANCES ARE HORIZONTAL IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:750

INTEGRATED SURVEY AREA No. 41 (TOWNSHIP OF LANGLEY) NAD83 (CSRS).

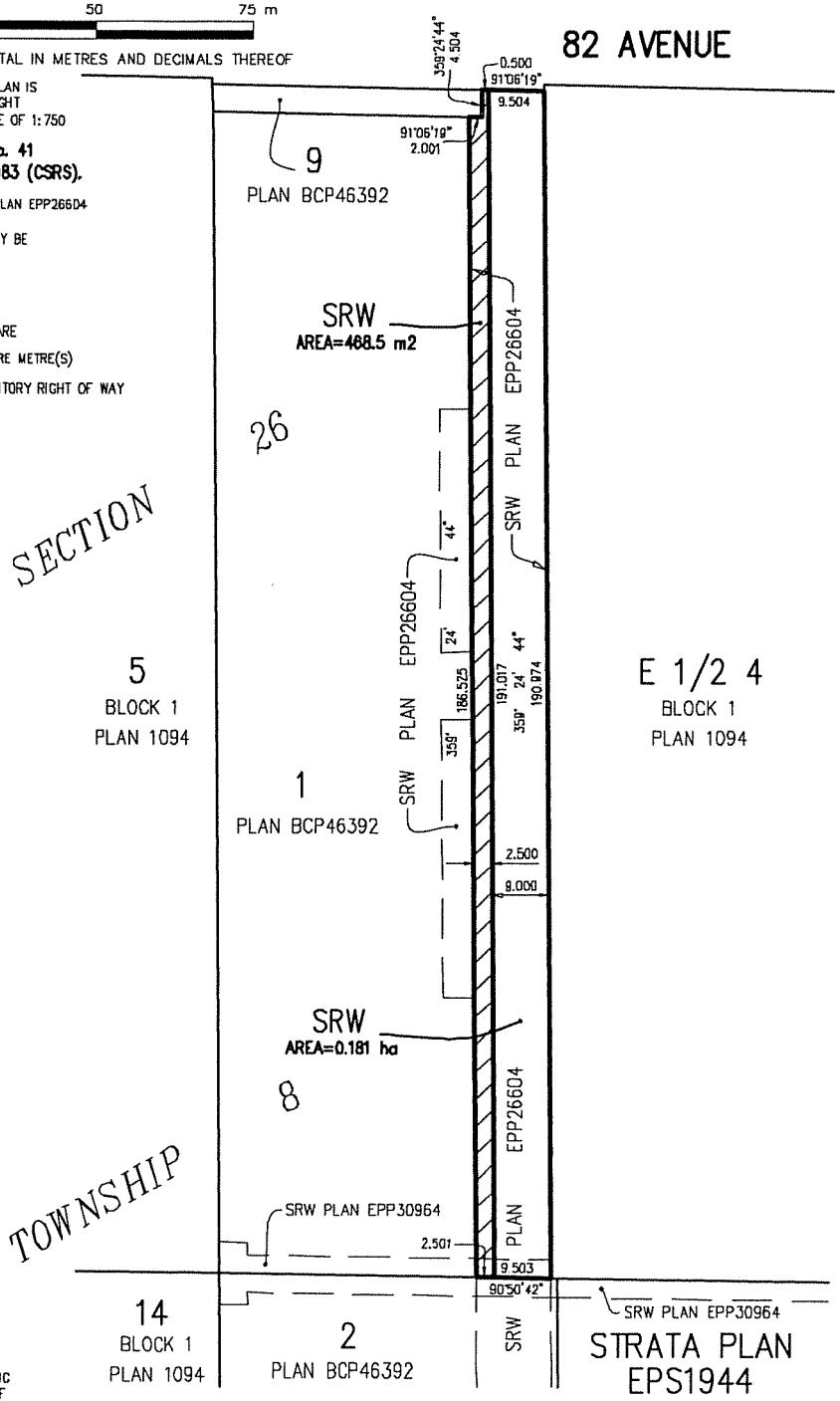
GRID BEARINGS ARE DERIVED FROM PLAN EPP26604

NOTE: SOME LINES AND SYMBOLS MAY BE EXAGGERATED FOR CLARITY

LEGEND

ha	DENOTES HECTARE
m2	DENOTES SQUARE METRE(S)
SRW	DENOTES STATUTORY RIGHT OF WAY





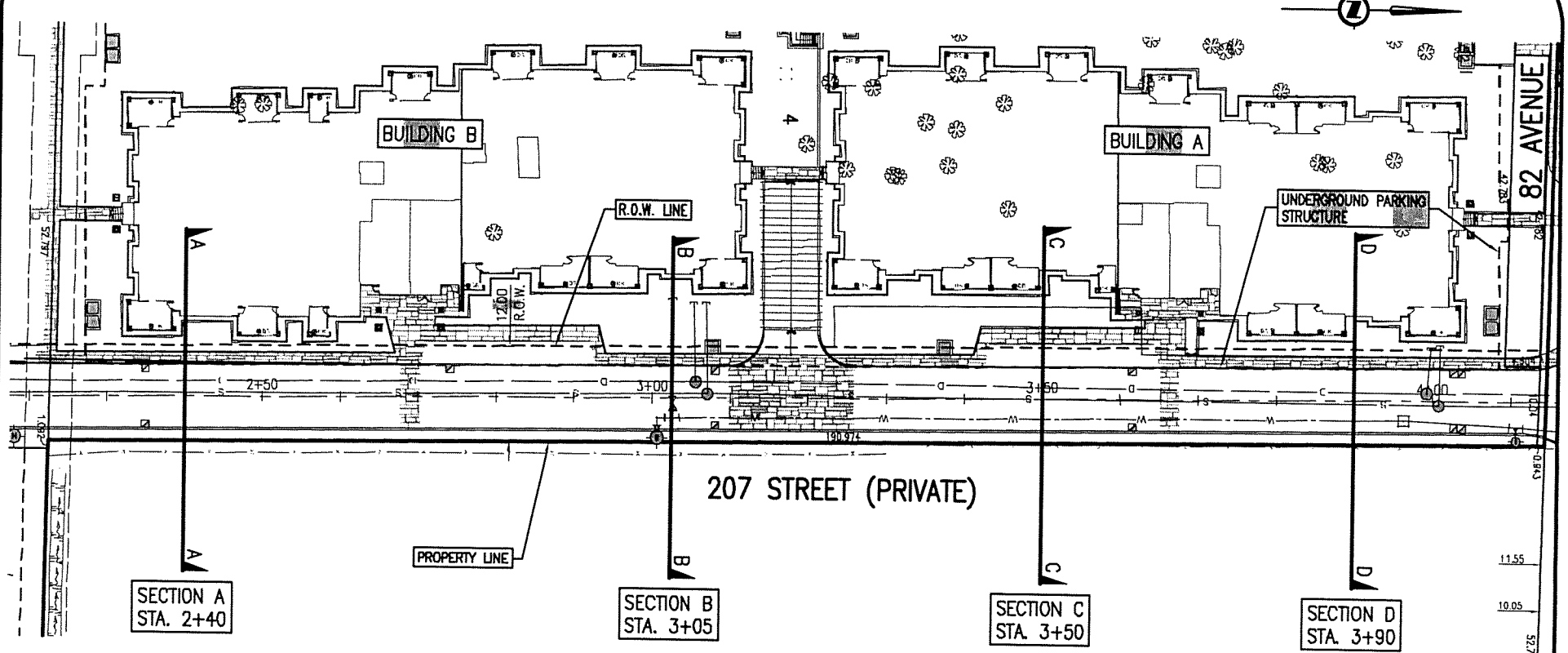
THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF BC RECORDS:
PLAN EPP26604
PAUL BARTLETT, BCLS 670
12th DAY OF MAY, 2015

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT – TOWNSHIP OF LANGLEY

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
2300, 13450 102 AVENUE
SURREY, BC V3T 5X3
TEL: 604-596-0391
FILE: 2112-62522-0-25 R1
ECP DATE: 12 MAY 2015

TOL FILE: 08-26-0122

Schedule "B"

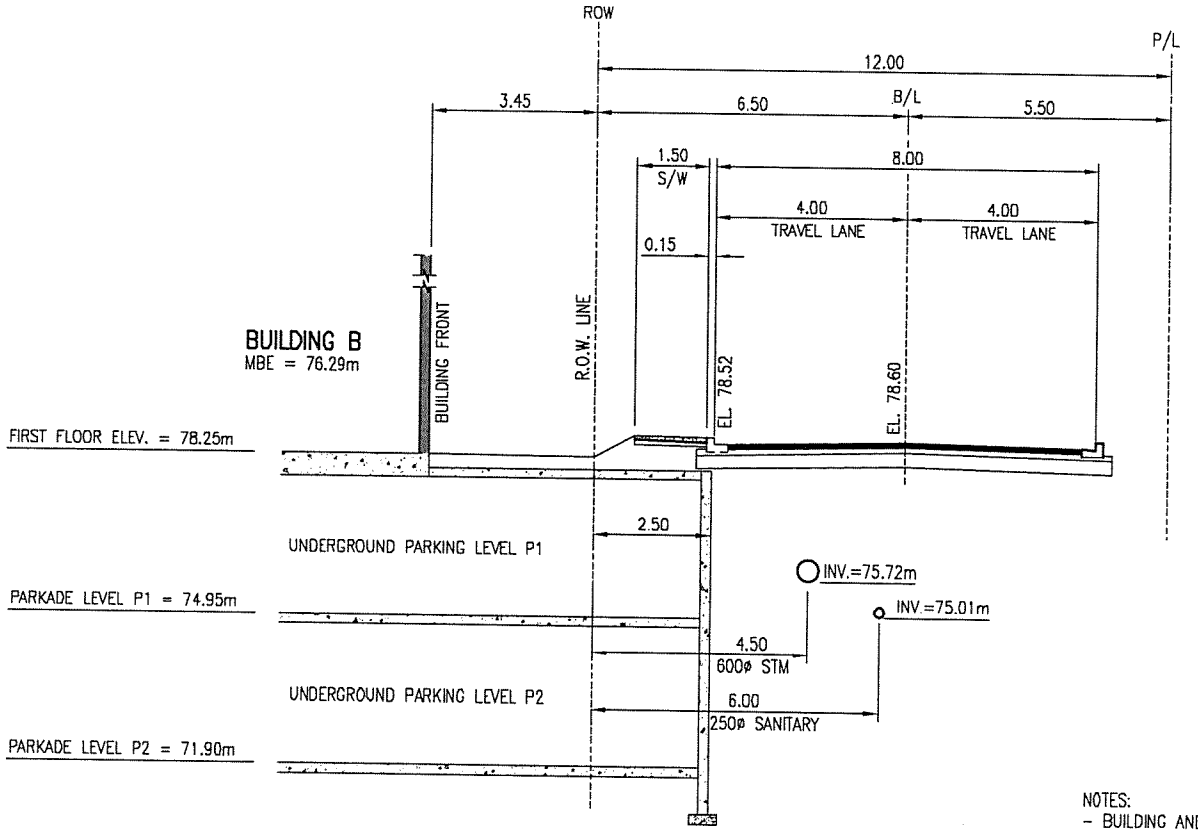


BUILDING SECTIONS PLAN VIEW

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRA CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-696-0391
F: 604-584-5050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: May 26, 2015

Plot Date: May 26, 2015 - 10:55am - M:\Proj\2111-02522-0 208 Developments\10.0 Drawings\10.3 Engineering\10.32 Drawings\Excavation Plan\02522-0 Excavation Plan-Judy\Section Plan-kapplby



SECTION A – (BUILDING B–SOUTH)
STA. 2+40
SCALE 1:100

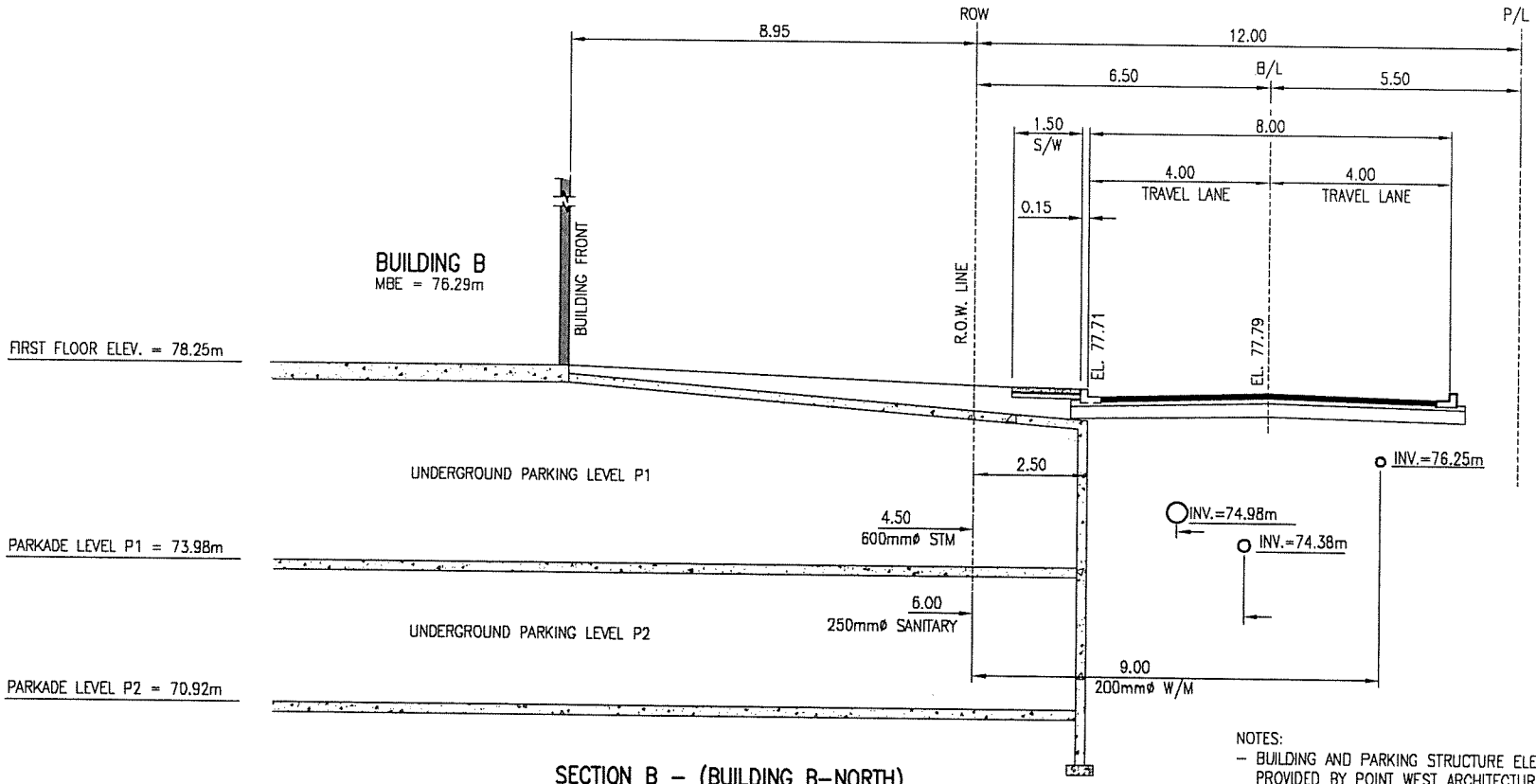
NOTES:
- BUILDING AND PARKING STRUCTURE ELEVATIONS PROVIDED BY POINT WEST ARCHITECTURE ON FEBRUARY 11, 2015.
- DETAILED DESIGN OF PARKING STRUCTURE TO BE DETERMINED BY OTHERS. INFORMATION SHOWN IS FOR CONTEXT PURPOSE ONLY.

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-5050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: May 14, 2015

Plot Date: May 26 2015 - 10:52am-M:\Proj\2111-02522-0 206 Developments\10.0 Drawings\10.3 Engineering\10.12 Drawings\Excavation Plans\02522-0 Excavation Plan-Jubey\Section A-koppaley

Plot Date: May 25 2015 - 10:53am - M:\Pre\2111-02522-0 208 Developments\10.0 Drawings\10.3 Engineering\10.32 Drawings\Excavation Plan-3.dwg\Section B-Kappasity

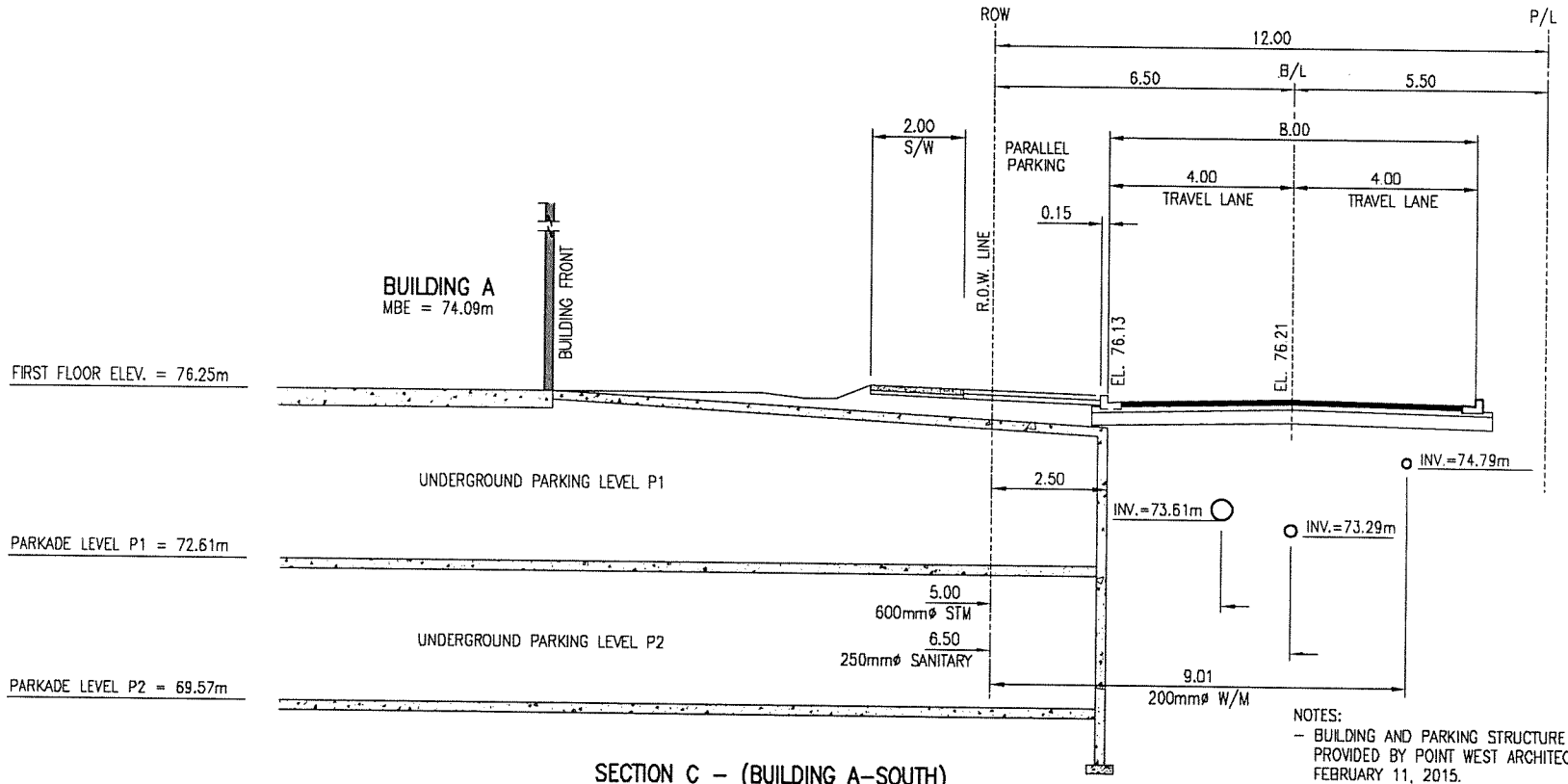


SECTION B – (BUILDING B–NORTH)
STA. 3+05
SCALE 1:100

NOTES:
- BUILDING AND PARKING STRUCTURE ELEVATIONS PROVIDED BY POINT WEST ARCHITECTURE ON FEBRUARY 11, 2015.
- DETAILED DESIGN OF PARKING STRUCTURE TO BE DETERMINED BY OTHERS. INFORMATION SHOWN IS FOR CONTEXT PURPOSE ONLY.

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-6050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: May 14, 2015



SECTION C – (BUILDING A–SOUTH)
STA. 3+50
SCALE 1:100

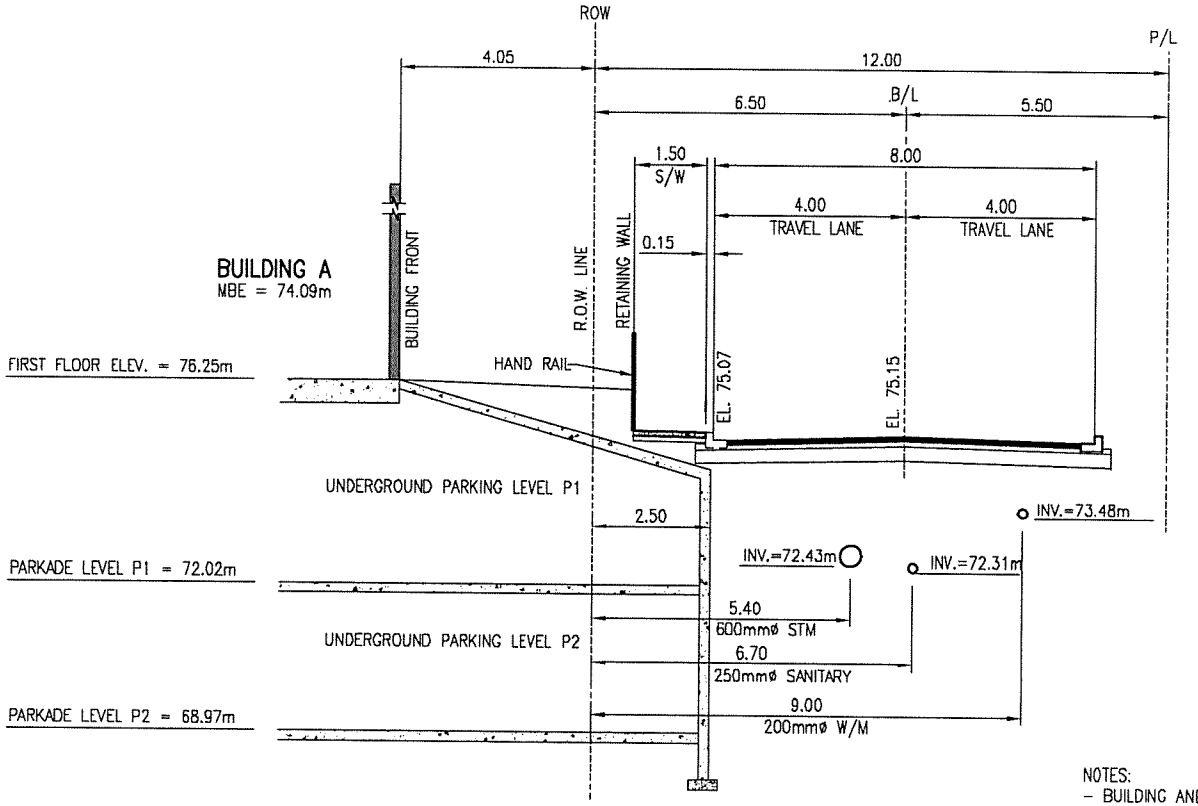
NOTES:
- BUILDING AND PARKING STRUCTURE ELEVATIONS PROVIDED BY POINT WEST ARCHITECTURE ON FEBRUARY 11, 2015.
- DETAILED DESIGN OF PARKING STRUCTURE TO BE DETERMINED BY OTHERS. INFORMATION SHOWN IS FOR CONTEXT PURPOSE ONLY.

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-5050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: May 14, 2015

Plot Date: May 26 2015 - 10:53am-M:\Proj\2111-02522-0 205 Developments\10.0 Drawings\10.3 Engineering\10.32 Drawings\Excavation Plans\02522-0 Excavation Plan-3.dwg\Section C-kappleby

Plot Date: May 26 2015 - 10:54am-M:\Proj\2111-02522-0 205 Development\10.0 Drawings\10.3 Engineering\10.3.2 Drawings\Cloverdale Point\02522-0 Cloverdale Plan-3.dwg\Section D-Appleby



SECTION D – (BUILDING A–NORTH)
STA. 3+90
SCALE 1:100

NOTES:
- BUILDING AND PARKING STRUCTURE ELEVATIONS PROVIDED BY POINT WEST ARCHITECTURE ON FEBRUARY 11, 2015.
- DETAILED DESIGN OF PARKING STRUCTURE TO BE DETERMINED BY OTHERS. INFORMATION SHOWN IS FOR CONTEXT PURPOSE ONLY.

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-5050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: May 14, 2015

ENGINEERING

CONSULTING STRUCTURAL ENGINEERS

August 20, 2015

Shane Engbrecht email: sengbrecht@tlol.ca
Building Inspector
Township of Langley
20338 – 65 Avenue
Langley, BC V2Y 3J1

Re: Parkside 2 – 8157 207 Street, Langley BC
Surface Parking Loading

Dear Shane,

This letter is to confirm that the parkade structure below the surface parking has been designed for a 67 000 lb fire truck load. Additionally, foundation walls below or adjacent to surface parking or roadways have been designed to accommodate the lateral pressures induced by this loading.

We confirm that we have incorporated these loads into the design of the suspended slab and foundation wall and that the structural design of these elements meets the requirements of the British Columbia Building Code 2012.

The underground parking and storage structure will in no way interfere with or prevent the Statutory Right of Way from being used for its intended purposes.

Sincerely,
IQ Engineering Ltd.

PROFESSIONAL ENGINEER
PROVINCE OF BRITISH COLUMBIA
R. E. QUIRING
24584

Rob Quiring, P.Eng., Struct.Eng.

IQ ENGINEERING LTD.
Suite 204-2190
West Railway St.
Abbotsford, BC
V2S 2E2
Tel 604.854.3799
Fax 604.855.3776
TF 1.877.854.3799
www.iqengineering.ca

CONSENT AND PRIORITY AGREEMENT

WHEREAS **MCAP Financial Corporation** (Incorporation No. A-62340) (the "Chargeholder") is the holder of the following charges encumbering the following lands:

Charge	**Lands**
Mortgage No. CA4552944 Assignment of Rents No. CA4552945	PID: 028-364-953 Lot 1 Section 26 Township 8 NWD Plan BCP46392
(the "Charges")	(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00) paid to the Chargeholder by The Corporation of the Township of Langley (the "Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way and Covenant (the "Agreement").

2. The Chargeholder hereby grants to the Transferee priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Transferee as if the Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 **Province of British Columbia**

Sep-30-2014 08:49:19.003

CA3989689 CA3989690

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

John Michael Thomas Burke IFRSWL

Digitally signed by John Michael Thomas Burke IFRSWL
DN: c=CA, cn=John Michael Thomas Burke IFRSWL, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=IFRSWL
Date: 2014.09.29 15:43:46 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Allison Oswald, Legal Assistant
Rosborough & Company, Barristers & Solicitors
33832 South Fraser Way
Abbotsford BC V2S 2C5

LTO Client No. 010429
Phone: (604) 859-7171
File No. A14-0444 Walnut 4 (Public Access SRW)
Civic File No. 08-26-0122/SP100519 Quadra

Document Fees: $147.00

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

028-364-961 **LOT 2 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

20338, 65TH AVENUE
LANGLEY BRITISH COLUMBIA
V2Y 3J1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

nil

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Conrad Warkentin
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, B.C.
V2S 2C5

Execution Date		
Y	M	D
14	8	8

Transferor(s) Signature(s)

208 DEVELOPMENTS LTD. by its authorized signatory(ies):

Michael Redekop

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Jagdev Kaur Mann Commissioner for Taking Affidavits in BC 1400, 1140 West Pender Street Vancouver, B.C. V6E 4G1	14	8	14	MCAP FINANCIAL CORPORATION by its authorized signatory(ies): Herman Kwan
Denise Heichert Commissioner for Taking Affidavits in BC 20338, 65 Avenue Langley, B.C. V2Y 3J1	14	9	16	THE CORPORATION OF THE TOWNSHIP OF LANGLEY by its authorized signatory(ies): Wendy Bauer, Deputy Township Clerk

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over parts shown bold and hatched on Plan EPP43840
Priority Agreement		granting Statutory Right of Way herein priority over Mortgage No. CA3694241 and Assignment of Rents No. CA3694242

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. Transferor(s):

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217)
#201, 3550 Mt. Lehman Road
Abbotsford, B.C.
V4X 2M9

MCAP FINANCIAL CORPORATION (Incorporation No. A-62340) - Priority Agreement

TERMS OF INSTRUMENT - PART II
STATUTORY RIGHT OF WAY
(Public Access)

THIS AGREEMENT made the 16th day of September, 2014

BETWEEN:

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217) of #201, 3550 Mt. Lehman Road, Abbotsford, B.C., V4X 2M9

(the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY of 20338 – 65th Avenue, Langley, BC V2Y 3J1

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

PID: 028-364-961
Lot 2 Section 26 Township 8 New Westminster District Plan BCP46392
(the "Lands")

B. To facilitate the construction, improvement, alteration, repair maintenance, cleaning, protection, enlargement, reconstruction, inspection and otherwise operation and servicing of a public trail and/or access road for the Grantee and the public with or without vehicles or machinery (the "Works") to and through the Lands, with or without vehicles, machinery or workmen, the Grantor has agreed to grant for those purposes the statutory right of way hereinafter mentioned.

C. Section 218 of the Land Title Act allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and the sum of One Dollar ($1.00), now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. THE GRANTOR, for himself, his heirs, executors, administrators, successors and assigns, DOES HEREBY GIVE AND GRANT unto the Grantee, its successors and assigns a statutory right of way and the full, free and unrestricted right and liberty for the Grantee, its licensees, servants, officials, workmen, machinery and vehicles, at any time and at their will and pleasure for the benefit of the Grantee, to:

a) enter in, over and upon ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as:

all that portion of the Lands shown bold and hatched on Explanatory Plan of Statutory Right of Way Plan No. EPP43840 prepared by Paul Bartlett, B.C.L.S. a reduced copy of which is attached hereto as Schedule "A" (the "Statutory Right of Way");

b) enter, labour, go, return, pass and repass upon the Statutory Right of Way by the public and the Grantee as a public trail and access road as herein provided for;

c) free and uninterrupted access upon the Statutory Right of Way to construct, reconstruct, alter, improve, maintain and inspect the Works, with or without vehicles or machinery, for the purposes aforesaid, if so required;

d) make surveys, tests and examinations in and about and on the Statutory Right of Way, and to excavate the soil thereof and to construct, install, lay down, place and maintain works related to carrying and maintaining out the Works, if so required;

e) clear the Statutory Right of Way or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter;

f) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the foregoing Works and the use of the Statutory Right of Way for the aforesaid purposes;

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, from and after the date hereof, forever.

2. THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that the Grantor:

a) will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete foundation or footings or any other obstruction of a permanent nature, on, under or above any portion of the Statutory Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

b) will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere or damage the Works and, in particular, will not carry out blasting or excavation work on the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

c) will not diminish or increase the depth of the ground cover on, under or about the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

d) will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way hereby granted;

e) will allow the public and the Grantee, its agents and servants and the public, to enter upon the Statutory Right of Way as aforesaid and not to interfere with in any way nor prevent any such person coming on the Statutory Right of Way for purposes provided herein; and

f) does hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of any Works carried out by the Grantee in accordance with Clause 3 herein.

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way or fails to maintain, replace, renew and/or repair any portion of the Works and such erection, placement or maintenance or failure to maintain, replace, renew and/or repair interferes with the purposes of the Statutory Right of Way, the Grantee and its employees, agents or contractors may enter upon the Statutory Right of Way, at any time to undertake any work which it deems necessary to remove such building, structure, or obstruction or to remedy any failure to maintain, replace, renew and/or repair and any costs which the Grantee may incur in doing so including any administrative and interest costs, shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any municipal tax payment, levies or any other fees in respect to the Lands. In carrying out such removal or failure to maintain, replace renew and/or repair works, the Grantee shall, as far as reasonably necessary, carry out such work in a proper and workmanlike manner so as to do as little injury as possible.

4. Notwithstanding Clauses 2 and 3 above, the Grantor may construct an underground and above ground parking and storage structure on the Lands in the area shown hatched on Statutory Right of Way Plan EPP43840 a reduced copy of which is attached hereto as Schedule "A" and as shown on Building Sections Plan View drawings prepared by McElhanney Consulting Services Ltd. under Job No. 2111-02522-0 dated February 28, 2014 and attached hereto as Schedule "B"; PROVIDED THAT the encroachment will not impact the rights of he Grantee and the public conferred herein and provided that the Grantor first provides to the Grantee a comfort letter, to the acceptance of the Grantee, from an Association of Professional Engineers and Geoscientists of British Columbia (APEGBC) accredited engineer stating that the said underground parking and storage structure will in no way interfere with or prevent the Statutory Right of Way from being used for its intended purposes, a copy of which is attached as Schedule "C".

5. THE GRANTEE COVENANTS AND AGREES with the Grantor that the Grantee:

   a) subject to Clause 3 hereof, will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible; and

   b) will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee, the public or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Grantor or its servants and agents.

6. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

   a) this Agreement shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

   b) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee and the public;

   c) all expenses incurred in the initial installation of the Works (including any preliminary soil studies, surveys, and related legal and design work) and the maintenance and repair thereof, as certified as acceptable by or on behalf of authorized representatives of the Grantee, shall be carried out on behalf of the Grantee at the sole expense of the Grantor, and thereafter all expenses incurred in the maintenance, replacement, renewal and repair of the Works and the performance of any and all covenants herein provided for continue to be at the sole expense of the Grantor;

   d) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way shall be and shall remain chattels, any rule of law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee;

   e) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

f) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever provided for in this Statutory Right of Way or any portion thereof;

g) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and

h) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PARTS OF LOT 2 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT BCP46392

PLAN EPP43840

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT
BCGS 92G.017
FOR UTILITIES, PUBLIC ACCESS AND ENCROACHMENT PURPOSES

SCALE 1 : 750

0 10 25 50 75 m

ALL DISTANCES ARE HORIZONTAL IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH
BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:750

INTEGRATED SURVEY AREA No. 1 (TOWNSHIP OF LANGLEY)
NAD83 (CSRS) 4.0.0 BC.1.GVRD.

GRID BEARINGS ARE DERIVED FROM PLAN EPP26604

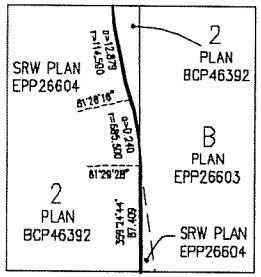
NOTE:

SOME LINES MAY BE EXAGGERATED FOR CLARITY.

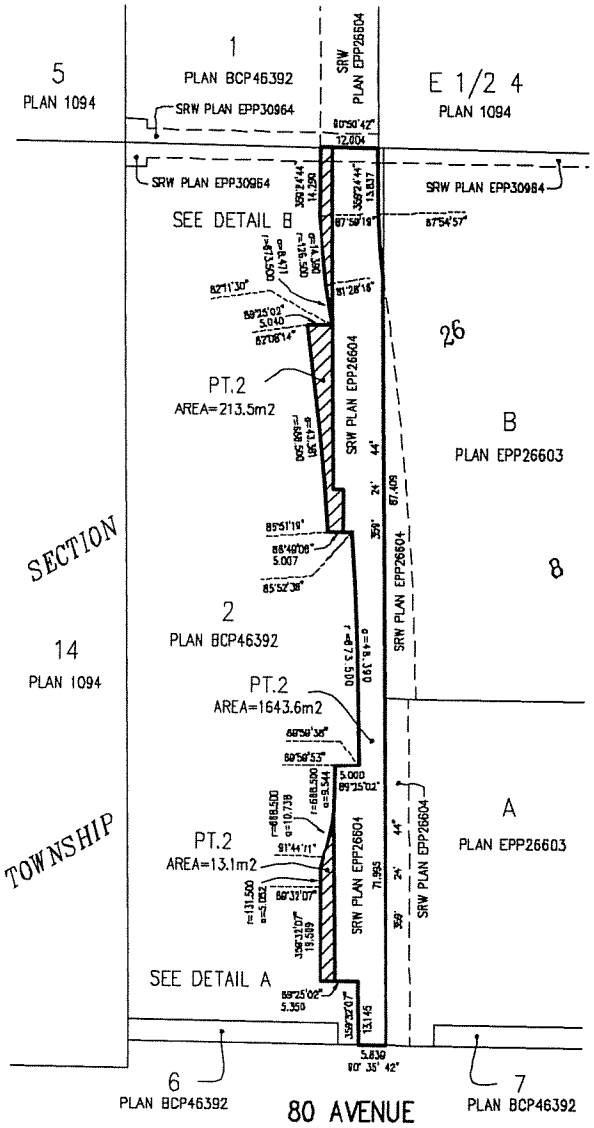
LEGEND

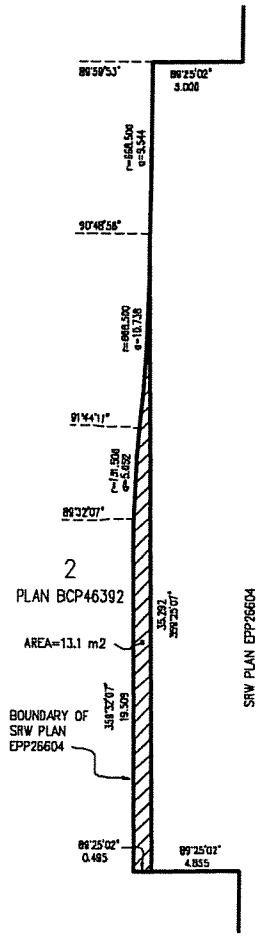
α	DENOTES ARC
r	DENOTES RADIUS
m2	DENOTES SQUARE METRE(S)
PT	DENOTES PART
SRW	DENOTES STATUTORY RIGHT OF WAY



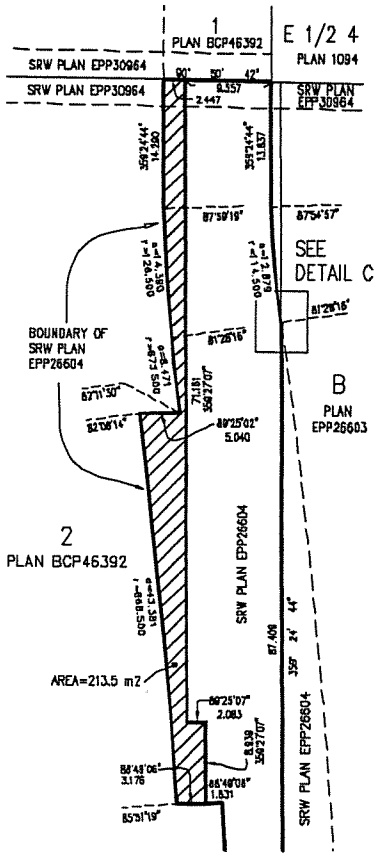


DETAIL C
NOT TO SCALE





DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND SURVEY AUTHORITY OF BC RECORDS:
PLAN EPP26604
PAUL BARTLETT, BCLS (670)
6TH DAY OF AUGUST, 2014

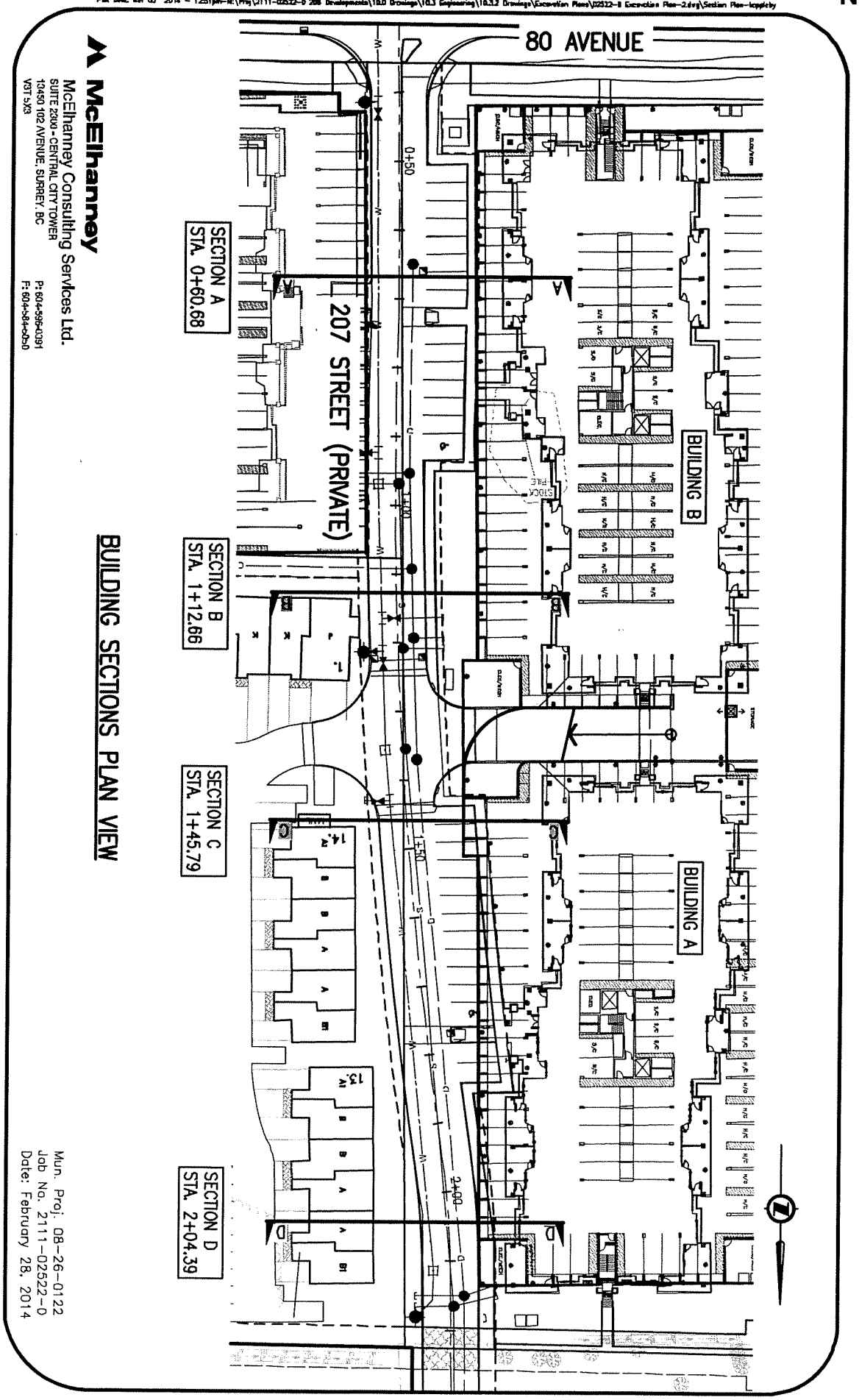
THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT–TOWNSHIP OF LANGLEY

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
2300, 13450 102 AVENUE
SURREY, BC V3T 5X3
TEL: 604-596-0391
FILE: 2112-08340-1-04
ECP DATE: 6 AUGUST 2014

TOWNSHIP OF LANGLEY
FILE: 08-26-0122

N.1

Plot Date: Mar 05 2014 - 12:51pm - M:\Proj\2111-02522-0 288 Developments\10.0 Drawings\10.3 Engineering\10.3.2 Drawings\Excavation Plans\02522-8 Excavation Plan-2.dwg\Section Plan-topsoby

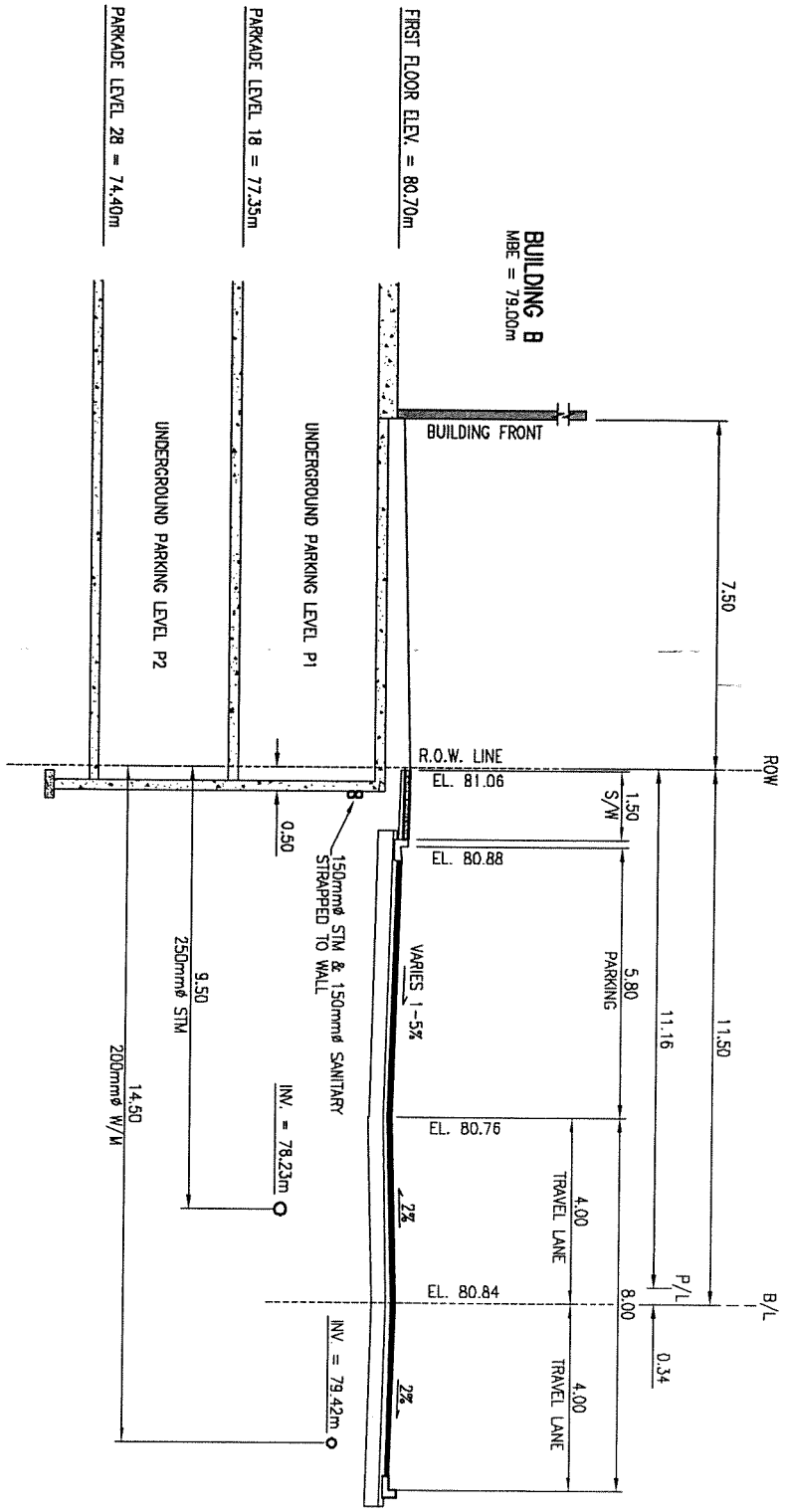


BUILDING SECTIONS PLAN VIEW

McElhanney

McElhanney Consulting Services Ltd.
SUITE 2000 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-6060

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: February 28, 2014



SECTION A – (BUILDING B-SOUTH)
STA. 0+60.68
SCALE 1:100

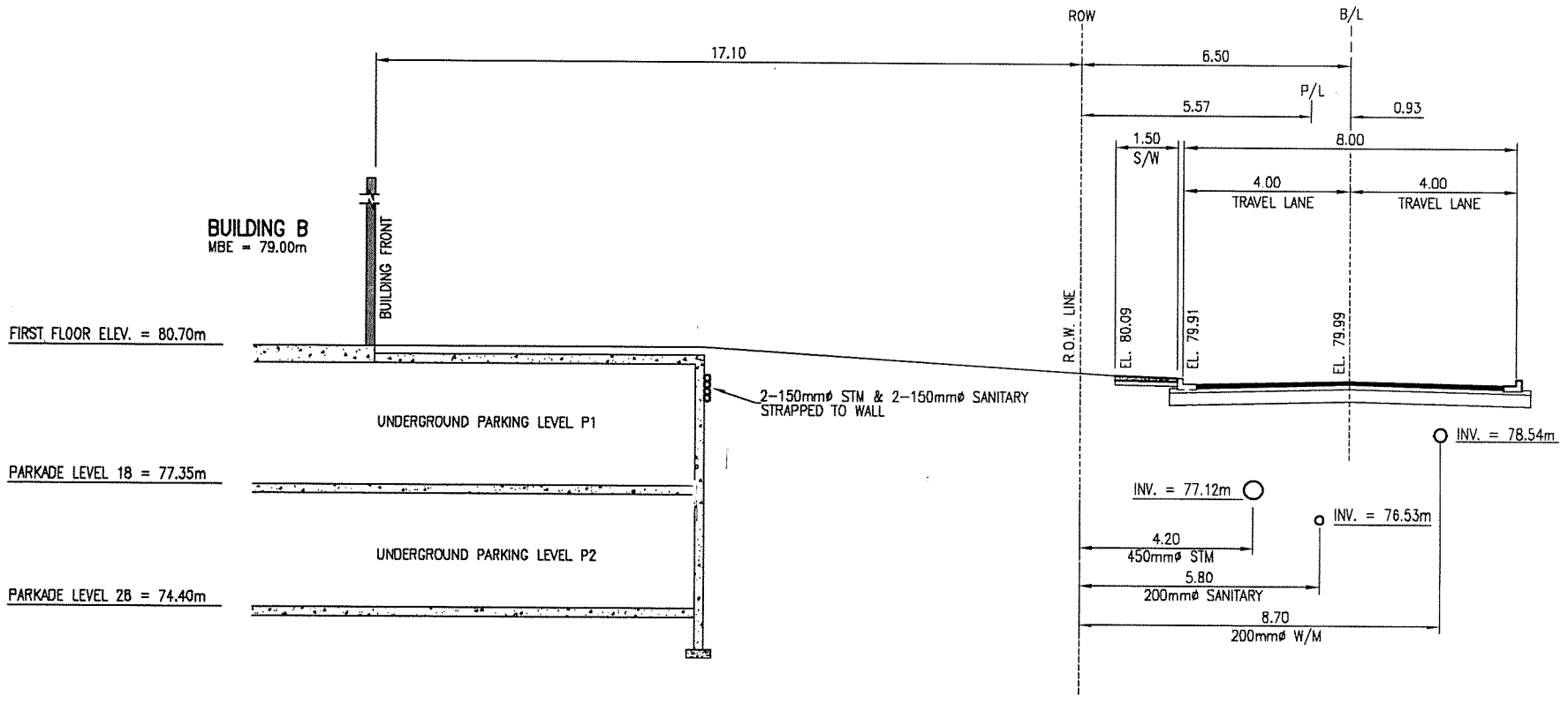
McElhanney

McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-9580

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: February 28, 2014

Plot Date: Mar 05 2014 - 12:58pm - N:\Proj\2111-02522-0 208 Developments\10.0 Drawings\10.3 Engineering\10.3.2 Drawings\Excavation Plans\02522-0 Excavation Plan-24.dwg\Section B-isopoley
Page 13 of 17

N.1

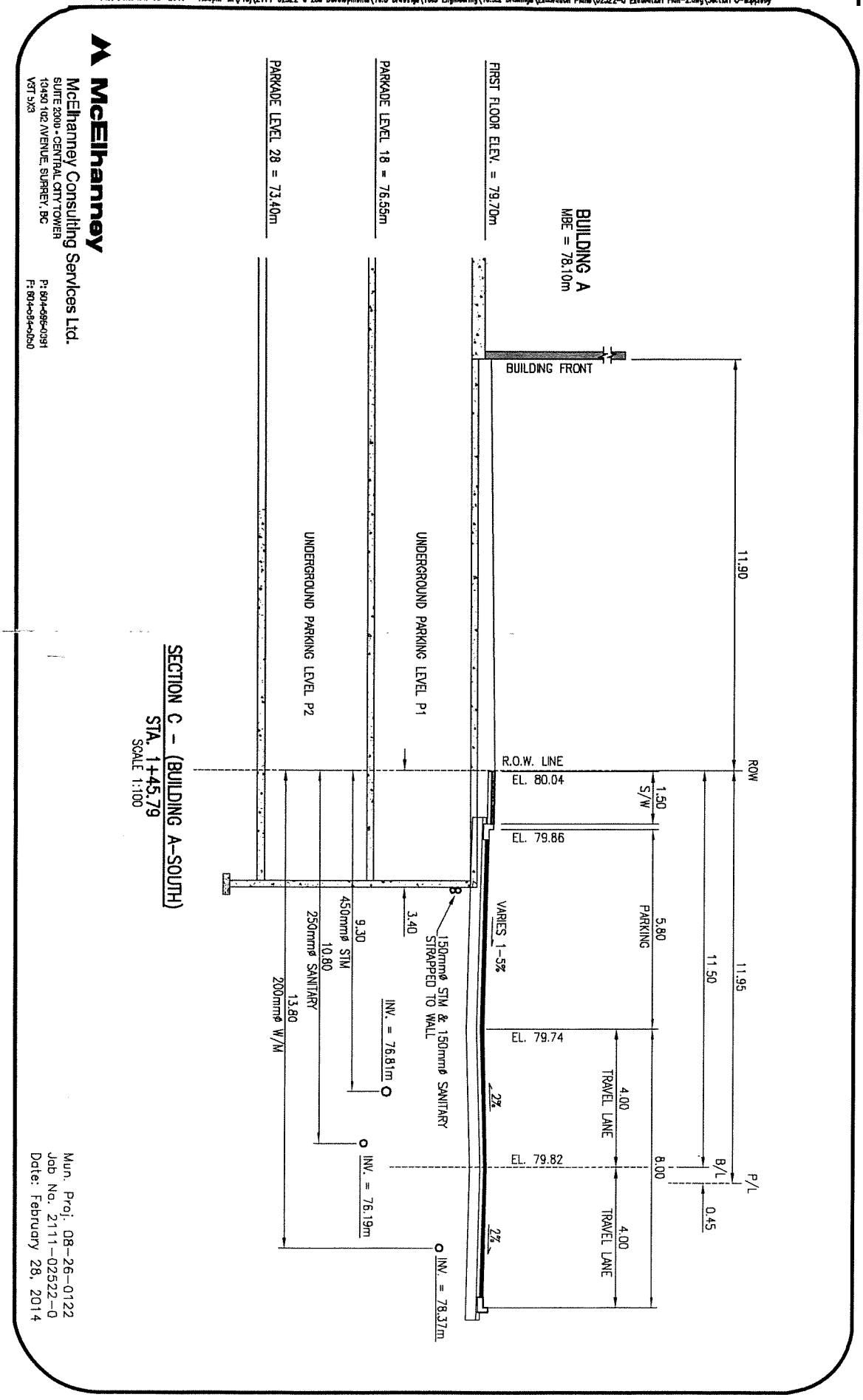


SECTION B - (BUILDING B-NORTH)
STA. 1+12.66
SCALE 1:100

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2000 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-6050

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: February 28, 2014

Plot Date: Mar 05 2014 - 1:20pm-M:\Proj\2111-02522-0 208 Developments\10.0 Drawings\10.3 Engineering\10.3.2 Drawings\Excavation Plans\02522-0 Excavation Plan-2.dwg\Section C-topsoil

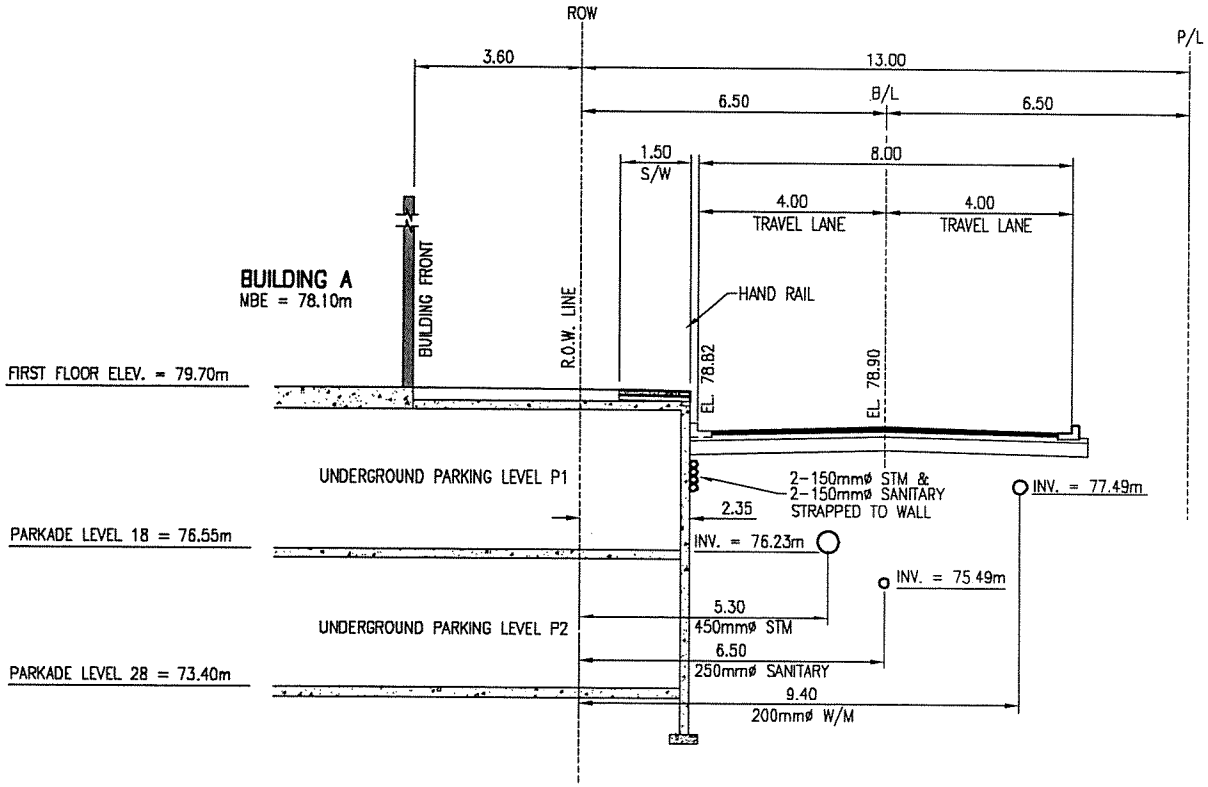


SECTION C - (BUILDING A-SOUTH)
STA. 1+45.79
SCALE 1:100

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2000 - CENTRAL CITY TOWER
10450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-3580

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: February 28, 2014

Plot Date: Mar 05 2014 - 1:00pm - N:\Proj\2111-02522-0 208 Developments\10.0 Drawings\10.3 Engineering\10.32 Drawings\Excavation Plans\02522-0 Excavation Plan-2.dwg\Section D-Lapsley



SECTION D – (BUILDING A–NORTH)
STA. 2+04.39
SCALE 1:100

McElhanney
McElhanney Consulting Services Ltd.
SUITE 2300 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3
P: 604-596-0391
F: 604-584-6060

Mun. Proj. 08-26-0122
Job No. 2111-02522-0
Date: February 28, 2014

JOHN BRYSON & PARTNERS
STRUCTURAL ENGINEERS

#700 - 609 West Hastings Street, Vancouver, B.C. V6B 4W4
Phone: (604) 685-9533 Fax: (604) 685-9566

September 4, 2014

The Corporation of the Township of Langley
20338 65th Avenue
Langley, B.C. V2Y 3J1

c/o Quadra Homes
Suite #201 – 3550 Mt. Lehman Road
Abbotsford, B.C. V4X 2M9

Attention: Mr. Shawn Bouchard *Delivered via Email*: shawn@quadrahomes.com

Dear Sirs:

Re: PID: 028-364-961 Lot 2 Section 26 Township 8 NWD Plan BCP46392
Yorkson Creek, 8067, 207 Street, Langley, B.C.
Our Reference Number: 30605-01

The parkade structure extends into the Right of Way Plan EPP43840 below grade and has been designed for a live load of 250psf, corresponding to fire truck access route loading and a corresponding retaining wall surcharge from the heavy loading. The design of the structure meets the requirements of the 2012 BC Building Code.

The underground parking and storage structure will in no way interfere with or prevent the Statutory Right of Way from being used for its intended purposes.

Yours truly,

John Bryson & Partners Structural Engineers

John Bryson, M.Sc., P.Eng., Struct. Eng.

PROFESSIONAL ENGINEER PROVINCE OF BRITISH COLUMBIA JOHN BRYSON

CONSENT AND PRIORITY AGREEMENT

WHEREAS MCAP Financial Corporation (Incorporation No. A-62340) (the "Chargeholder") is the holder of the following charges encumbering the following lands:

Charge	Lands
Mortgage No. CA3694241 Assignment of Rents No. CA3694242	PID: 028-364-961 Lot 2 Section 26 Township 8 NWD Plan BCP46392
(the "Charge")	(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00) paid to the Chargeholder by The Corporation of the Township of Langley (the "Transferees") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way (the "Agreement").

2. The Chargeholder hereby grants to the Transferees priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Agreement as if the Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

END OF DOCUMENT

NEW WESTMINSTER LAND TITLE OFFICE

N.1

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 **Province of British Columbia**

Jun-26-2013 14:56:55.019

CA3201182 CA3201183

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Conrad Alfred Warkentin D2FZHX

Digitally signed by Conrad Alfred Warkentin D2FZHX
DN: c=CA, cn=Conrad Alfred Warkentin D2FZHX, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=D2FZHX
Date: 2013.06.26 12:30:56 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Allison Oswald, Legal Assistant
Rosborough & Company, Barristers & Solicitors
33832 South Fraser Way
Abbotsford BC V2S 2C5
Document Fees: $147.00

(public access right of way)
LTO Client No. 010429
File No. A8-1453 208 Developments Ltd.
Civic File No. SA100816

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

20338, 65TH AVENUE
LANGLEY BRITISH COLUMBIA
V2Y 3J1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
nil

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Michael Burke
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, B.C.
V2S 2C5

Execution Date		
Y	M	D
13	5	13

Transferor(s) Signature(s)

208 DEVELOPMENTS LTD. by its authorized signatory(ies):

Michael Redekop

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Allison Oswald, Legal Assistant
Rosborough & Company, Barristers & Solicitors
33832 South Fraser Way
Abbotsford BC V2S 2C5

LTO Client No. 010429
File No. A8-1453 208 Developments Ltd.
Civic File No. SA100816

Deduct LTSA Fees? Yes ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☑ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

20338, 65TH AVENUE
LANGLEY BRITISH COLUMBIA
V2Y 3J1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
nil

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MICHAEL BURKE
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, B.C. V2S 2C5

Execution Date		
Y	M	D
13	5	10

Transferor(s) Signature(s)

208 DEVELOPMENTS LTD. by its authorized signatory(ies):

MICHAEL REDEKOP

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date Y	M	D	Transferor / Borrower / Party Signature(s)
Christopher Masao Tong Commissioner for Taking Affidavits in BC 885 West Georgia Street Vancouver, B.C. V6C 3G1	13	05	14	HSBC BANK CANADA by its authorized signatory(ies): Richard A. Nailen Kevin E. Green
Kimberley J. Bleeker Commissioner for Taking Affidavits in BC 20338, 65 Avenue Langley, B.C. V2Y 3J1	13	6	13	THE CORPORATION OF THE TOWNSHIP OF LANGLEY by its authorized signatory(ies): Susan Palmer, Deputy Township Clerk

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date		
Y	M	D
13	05	14
13	6	13

Transferor / Borrower / Party Signature(s)

HSBC BANK CANADA by its authorized signatory(ies):

RICHARD A. [illegible]
ASSISTANT VICE PRESIDENT
COMMERCIAL FINANCIAL SERVICES

KEVIN E GREEN
ACCOUNT MANAGER
COMMERCIAL REAL ESTATE

CHRISTOPHER MASAO TONG
A Commissioner for Taking Affidavits
for British Columbia
885 West Georgia Street
Vancouver, BC V6C 3G1
Commission Expires: February 28, 2015

as to both

KIMBERLEY J. BLEEKER
A COMMISSIONER FOR TAKING AFFIDAVITS IN
THE PROVINCE OF BRITISH COLUMBIA
TOWNSHIP OF LANGLEY
20338 - 65 Avenue
Langley, BC V2Y 3J1
604-533-6094

THE CORPORATION OF THE TOWNSHIP OF LANGLEY by its authorized signatory(ies):

Susan Palmer

SUSAN PALMER
Deputy Township Clerk

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE PAGE 3 OF 12 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR **LOT A SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN EPP26603**

STC? YES

[Related Plan Number]

EPP26603

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR **LOT B SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN EPP26603**

STC? YES

[Related Plan Number]

EPP26603

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

028-364-953 **LOT 1 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

028-364-961 **LOT 2 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392**

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over part shown bold Plan EPP26604
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the Statutory Right of Way herein priority over Mortgage No. CA2364495 & Assignment of Rents No. CA2364496
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

LAND TITLE ACT
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. Transferor(s):

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217)
of #201, 3550 Mt. Lehman Road
Abbotsford, B.C., V4X 2M9

HSBC BANK CANADA (Priority Agreement)

TERMS OF INSTRUMENT - PART II

STATUTORY RIGHT OF WAY

(Public Access)

THIS AGREEMENT made the ____ day of _____, 2013

BETWEEN:

208 DEVELOPMENTS LTD. (Incorporation No. BC0780217) of
#201, 3550 Mt. Lehman Road, Abbotsford, B.C., V4X 2M9

(the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY of
20338 – 65th Avenue, Langley, BC V2Y 3J1

(the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as follows:

Lots A and B Section 26 Township 8 New Westminster District Plan EPP26603
PID: 028-364-953 Lot 1 Section 26 Township 8 New Westminster District Plan BCP46392
PID: 028-364-961 Lot 2 Section 26 Township 8 New Westminster District Plan BCP46392

(the "Lands")

B. To facilitate the construction, improvement, alteration, repair maintenance, cleaning, protection, enlargement, reconstruction, inspection and otherwise operation and servicing of a public trail and/or access road for the Grantee and the public with or without vehicles or machinery (the "Works") to and through the Lands, with or without vehicles, machinery or workmen, the Grantor has agreed to grant for those purposes the statutory right of way hereinafter mentioned.

C. Section 218 of the Land Title Act allows a statutory right of way to be granted over land without a dominant or servient tenement, and the statutory right of way hereinafter provided for is essential to the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and the sum of One Dollar ($1.00), now paid by the

Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor and the Grantee hereby covenant and agree as follows:

1. THE GRANTOR, for himself, his heirs, executors, administrators, successors and assigns, DOES HEREBY GIVE AND GRANT unto the Grantee, its successors and assigns a statutory right of way and the full, free and unrestricted right and liberty for the Grantee, its licensees, servants, officials, workmen, machinery and vehicles, at any time and at their will and pleasure for the benefit of the Grantee, to:

   a) enter in, over and upon ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and being more particularly known and described as:

      all that portion of the Lands shown boldly outlined on Statutory Right of Way Plan No. EPP26604 prepared by Sean Michael Costello, B.C.L.S. dated the 17th day of December, 2012, a reduced copy of which is attached hereto as Schedule "A" (the "Statutory Right of Way");

   b) enter, labour, go, return, pass and repass upon the Statutory Right of Way by the public an the Grantee as a public trail and access road as herein provided for;

   c) free and uninterrupted access upon the Statutory Right of Way to construct, reconstruct, alter, improve, maintain and inspect the Works, with or without vehicles or machinery, for the purposes aforesaid, if so required;

   d) make surveys, tests and examinations in and about and on the Statutory Right of Way, and to excavate the soil thereof and to construct, install, lay down, place and maintain works related to carrying out the Works, if so required;

   e) clear the Statutory Right of Way or any part thereof of any or all trees, shrubs, plants, damaging growth, buildings, fences, or obstructions of any kind, now or hereafter;

   f) generally do all acts reasonably necessary or incidental to the business of the Grantee in connection with the foregoing Works and the use of the Statutory Right of Way for the aforesaid purposes;

   TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, from and after the date hereof, forever.

2. THE GRANTOR HEREBY COVENANTS AND AGREES with the Grantee that the Grantor:

   a) will not erect, place or maintain any building, structure, concrete driveway, concrete patio, concrete foundation or footings or any other obstruction of a permanent nature, on, under or above any portion of the Statutory Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

   b) will not do or knowingly permit to be done any act or thing which will interfere with the purpose of the Statutory Right of Way or interfere or damage the Works and, in particular, will not carry out blasting or excavation work on the Statutory Right of Way, without the

prior written consent of the Grantee, which consent shall not be unreasonably withheld;

c) will not diminish or increase the depth of the ground cover on, under or about the Statutory Right of Way, without the prior written consent of the Grantee, which consent shall not be unreasonably withheld;

d) will from time to time and at all times upon every reasonable request and at the cost and charges of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the Statutory Right of Way hereby granted;

e) will allow the public and the Grantee, its agents and servants and the public, to enter upon the Statutory Right of Way as aforesaid and not to interfere with in any way nor prevent any such person coming on the Statutory Right of Way for purposes provided herein; and

f) does hereby release and forever discharge the Grantee from and against all manner of actions, causes of action, suits and demands, whatsoever at law or equity other than negligence which the Grantor may at any time have by reason of any Works carried out by the Grantee in accordance with Clause 3 herein.

3. In the event that the Grantor erects, places or maintains any building, structure, or obstruction of a permanent nature including any fencing, trees, shrubs, plants or damaging growth on, under or above any portion of the Statutory Right of Way or fails to maintain, replace, renew and/or repair any portion of the Works and such erection, placement or maintenance or failure to maintain, replace, renew and/or repair interferes with the purposes of the Statutory Right of Way, the Grantee and its employees, agents or contractors may enter upon the Statutory Right of Way, at any time to undertake any work which it deems necessary to remove such building, structure, or obstruction or to remedy any failure to maintain, replace, renew and/or repair and any costs which the Grantee may incur in doing so including any administrative and interest costs, shall be due and payable by the Grantor on demand from the Grantee, or recoverable by the Grantee as part of any municipal tax payment, levies or any other fees in respect to the Lands. In carrying out such removal or failure to maintain, replace renew and/or repair works, the Grantee shall, as far as reasonably necessary, carry out such work in a proper and workmanlike manner so as to do as little injury as possible.

4. THE GRANTEE COVENANTS AND AGREES with the Grantor that the Grantee:

a) subject to Clause 3 hereof, will, as far as reasonably necessary, carry out the construction, maintenance, repair and/or replacement and renewal of the Works in a proper and workmanlike manner so as to do as little injury as possible; and

b) will indemnify and save harmless the Grantor and its heirs, executors, administrators, successors and assigns from and against any and all actions, causes of actions, claims, suits, proceedings, costs and expenses of whatever kind, for any loss, damage, injury or death to any person or persons of any public or private property arising directly or indirectly out of the use by the Grantee, the public or any persons claiming through or under the Grantee arising from the Statutory Right of Way, save and except to the extent

that such loss, injury, damage or death is caused by the negligence or wilful act or omission of the Grantor or its servants and agents.

5. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

a) this Agreement shall be construed as a covenant running with the Lands and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands and with respect only to that portion of the Lands of which the Grantor shall be seised or which he shall have an interest, but that the Lands shall, nevertheless, be and remain at all times charged therewith;

b) save as aforesaid, nothing in this Agreement shall be interpreted so as to restrict or prevent the Grantor from using the Statutory Right of Way in any manner which does not interfere with the unobstructed access over the Statutory Right of Way by the Grantee and the public;

c) all expenses incurred in the initial installation of the Works (including any preliminary soil studies, surveys, and related legal and design work) and the maintenance and repair thereof, as certified as acceptable by or on behalf of authorized representatives of the Grantee, shall be carried out on behalf of the Grantee at the sole expense of the Grantor, and thereafter all expenses incurred in the maintenance, replacement, renewal and repair of the Works and the performance of any and all covenants herein provided for continue to be at the sole expense of the Grantor;

d) any and all chattels and fixtures installed by the Grantee on or over the Statutory Right of Way shall be and shall remain chattels, any rule of law to the contrary notwithstanding and shall belong solely and exclusively to the Grantee;

e) notwithstanding anything contained in these presents, there are hereby reserved to the Grantee all its rights and powers of expropriation or other powers or privileges granted to the Grantee, or enjoyed by it, by or under any act or the legislature of the Province of British Columbia;

f) nothing herein contained shall be deemed to include or imply any covenant or agreement on the part of the Grantee with the Grantor or with any other person or persons as a condition hereof or otherwise to construct, install, or maintain the Works, or any of them, or any public works or utility whatsoever provided for in this Statutory Right of Way or any portion thereof;

g) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and

h) wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

STATUTORY RIGHT OF WAY PLAN OVER PARTS OF LOTS A AND B PLAN EPP26603 AND LOTS 1 AND 2 PLAN BCP46392 ALL OF SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT

PLAN EPP26604

PURSUANT TO SECTION 113 OF THE LAND TITLE ACT
FOR SERVICE WORKS AND PUBLIC ACCESS PURPOSES
BCGS 92G.017

SCALE 1 : 750
0 10 25 50 75 m

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF
THE INTENDED PLOT SIZE OF THIS PLAN IS 594mm IN WIDTH
BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:750

INTEGRATED SURVEY AREA No. 41 (TOWNSHIP OF LANGLEY) NAD83 (CSRS).

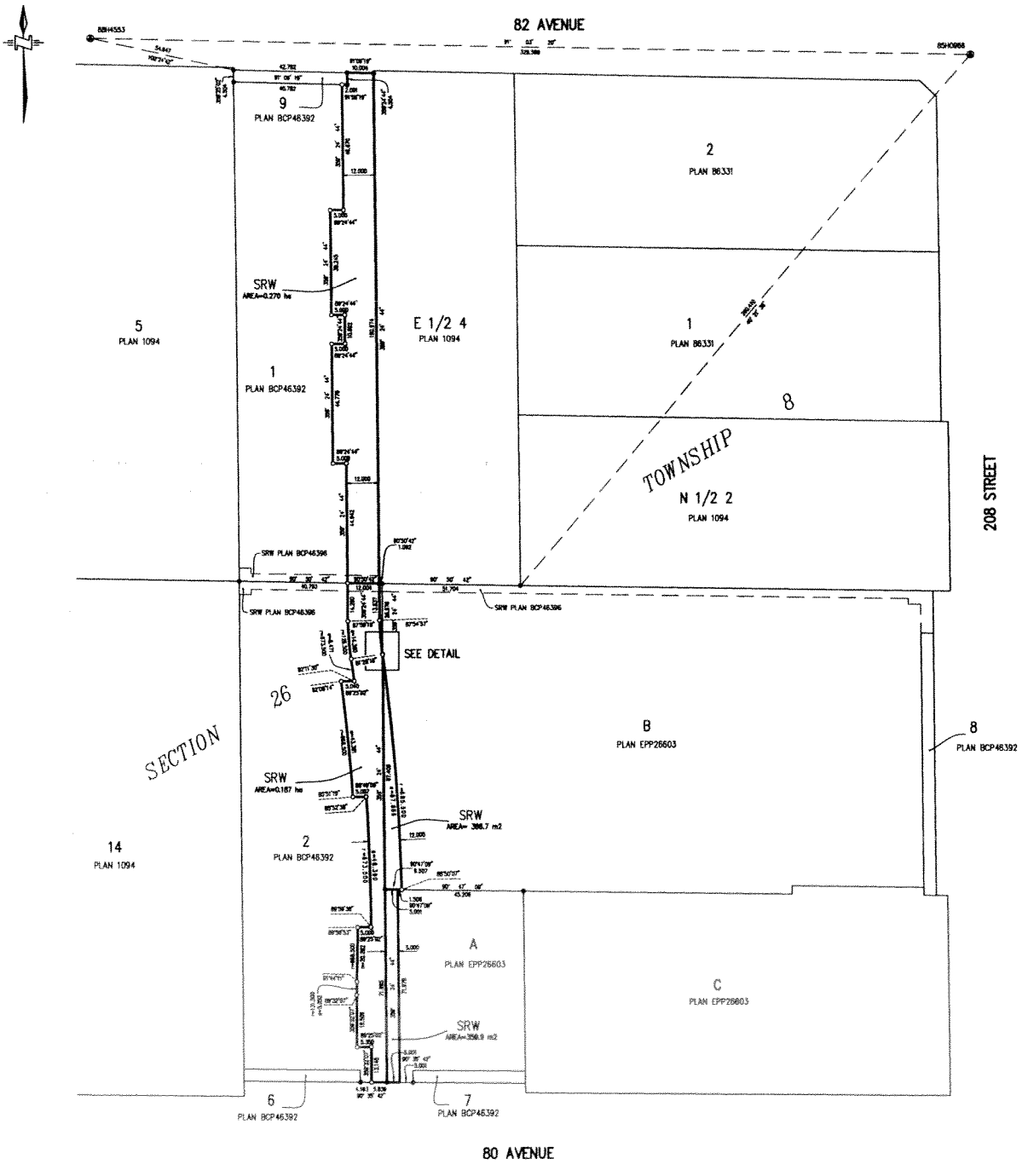
THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9996192 WHICH HAS BEEN DERIVED FROM MONUMENTS 89H4553 AND 89H0868

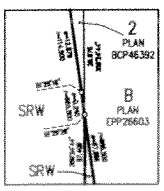
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 89H4553 AND 89H0868.

LEGEND

SYMBOLS FOUND	SYMBOLS PLACED	DESCRIPTION
⊕		CONTROL MONUMENT
●	○	STANDARD IRON POST
	ha	DENOTES HECTARE
	m2	DENOTES SQUARE METRE(S)
	REM	DENOTES REMAINDER
	REF	DENOTES REFERENCE
	PL	DENOTES PERIMETER

BOOK OF REFERENCE	
DESCRIPTION	AREA
LOT 1 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392	0.270 ha
LOT 2 SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN BCP46392	0.187 ha
LOT A SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN EPP26603	358.8 m2
LOT B SECTION 26 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN EPP26603	386.7 m2





DETAIL
NOT TO SCALE

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 14th DAY OF DECEMBER, 2012.
SEAN CARELLI, BCLS

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT - TOWNSHIP OF LANGLEY

MacELHANNEY ASSOCIATES
LAND SURVEYING LTD.
#2300 - 13450 102 AVENUE
SURREY, BC V3T 5X3
TEL: 604-596-0391
FILE: 2112-025Z3-10 R1
EOP DATE: DECEMBER 17, 2012
TOWNSHIP OF LANGLEY
FILE: 08-055-0132

CONSENT AND PRIORITY AGREEMENT

WHEREAS **HSBC BANK CANADA** (the "Chargeholder") is the holder of the following charges encumbering the following lands:

Charge	Lands
Mortgage No. CA2364495 & Assignment of Rents No. CA2364496	Lots A & B Section 26 Township 8 New Westminster District Plan EPP26603 PID: 028-364-953 Lot 1Sec 26 Tp 8 NWD Plan BCP46392 and PID: 028-364-961 Lot 2 Sec 26 Tp 8 NWD Plan BCP46392
(the "Charge")	(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR ($1.00) paid to the Chargeholder by The Corporation of the Township of Langley (the "Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

1. The Chargeholder hereby consents to the granting and registration of the attached Statutory Right of Way (the "SRW").

2. The Chargeholder hereby grants to the Transferee priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the SRW as if the SRW had been executed, delivered and registered prior to the execution, delivery and registration of the Charge and prior to the advance of any money pursuant to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

END OF DOCUMENT

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DEVELOPMENT COST CHARGE WAIVER FOR AFFORDABLE AND SUPPORTIVE HOUSING BYLAW 2019 NO. 5462

EXPLANATORY NOTE

Bylaw 2019 No. 5462 repeals and replaces Bylaw 2018 No. 5380. Bylaw 2019 No. 5462 adds additional provisions for supportive housing to the provisions originally introduced in Bylaw 2018 No. 5380.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

DEVELOPMENT COST CHARGE WAIVER FOR AFFORDABLE AND SUPPORTIVE HOUSING BYLAW 2019 NO. 5462

WHEREAS section 563 of the *Local Government Act* authorizes Council, by bylaw, to waive or reduce a development cost charge for an eligible development;

NOW THEREFORE, Council, in open meeting assembled, ENACTS AS FOLLOWS:

PART 1: TITLE

1.1 Citation. This Bylaw shall be cited for all purposes as "Development Cost Charge Waiver for Affordable and Supportive Housing Bylaw 2019 No. 5462".

PART 2: INTERPRETATION

2.1 Definitions. In this Bylaw:

(a) "**BC Housing**" means the British Columbia Housing Management Commission or any successor organization or authority that assumes the powers and obligations of the British Columbia Housing Management Commission;

(b) **"Development Cost Charge"** means a development cost charge payable pursuant to *Langley Development Cost Charges Bylaw 2012, No. 4963*;

(c) **"Eligibility Criteria"** means criteria that limits occupation of a dwelling unit to a household with an income at or below housing income limits for the corresponding size of dwelling unit within the Township, as set out in the current "Housing Income Limits" table published by the BC Housing, or equivalent publication;

(d) **"Eligible Development"** means any residential development that includes at least one Not-for-Profit Dwelling Unit or Supportive Living Unit;

(e) **"General Manager"** means the Township's General Manager Engineering & Community Development or another person appointed by the Township's municipal council;

(f) "**Non-Profit Organization**" means any of the following:

(i) a society registered under the *Societies Act*, SBC 2015, c.18 or a foundation or charitable organization as defined in the *Income Tax Act*, RSC 1985, c. 1 of which:

(A) its bylaws and constitution's stated purpose is to

provide affordable housing for low- or moderate-income households, supportive living housing or another similar purpose;

(B) its bylaws and constitution provide that its directors may not be remunerated in any capacity, nor may the directors serve as employees;

(C) its bylaws and constitution provide that upon dissolution or wind up of the organization, its assets will be disposed to an organization(s) with a similar not-for-profit purpose of providing affordable housing;

(D) the items addressed in subsections (A), (B) and (C) are unalterable or otherwise restricted in accordance with the applicable enabling enactment or require the prior written consent of the Township to alter; and

(E) its rules of conduct must be in accordance with the its purposes and applicable legislation;

(ii) BC Housing;

(iii) the Canada Mortgage and Housing Corporation or any successor organization or authority that assumes the powers and obligations of the Canada Mortgage and Housing Corporation;

(iv) the Township; or

(v) a non-profit housing corporation established by, or at the initiative of, the Township or another local government under the *Local Government Act* (British Columbia);

(g) **"Not-for-Profit Dwelling Unit"** means any dwelling unit that is:

(i) owned, leased or otherwise controlled by a Non-Profit Organization;

(ii) reserved and operated as non-profit rental housing for households who meet Eligibility Criteria; and

(iii) governed by the terms of an agreement and/or covenant with any of the parties described in subsection 2.1(f)(ii)-(v) of this Bylaw to ensure the dwelling units comprising the Not-for- Profit Dwelling Units are occupied and managed as not-for- profit rental housing for a period of at least twenty years;

but does not include:

(iv) a community care facility under the *Community Care and Assisted Living Act*, SBC 2002, c. 75;

(v) a continuing care facility under the *Continuing Care Act*, RSBC 1996, c. 70;

(vi) a public or private hospital under the *Hospital Act*, RSBC 1996, c. 200;

(vii) a Provincial mental health facility, an observation unit or a psychiatric unit designated under the *Mental Health Act*, RSBC 1996, c. 288; or

(viii) a housing-based health facility that provides hospitality support services and personal health care;

(h) **"Supportive Living Unit"** means any dwelling unit that is:

(i) owned, leased or otherwise controlled by a Non-Profit Organization;

(ii) reserved and operated as a hospice for non-profit supportive living for individuals in palliative care; and

(iii) governed by the terms of an agreement and/or covenant with any of the parties described in subsection 2.1(f)(ii)-(v) of this Bylaw for a period of at least twenty years to ensure the dwelling units comprising the Supportive Living Units are occupied and managed as a hospice for non-profit supportive living for individuals in palliative care;

but does not include:

(iv) a continuing care facility under the *Continuing Care Act*, RSBC 1996, c. 70;

(v) a public or private hospital under the *Hospital Act*, RSBC 1996, c. 200;

(vi) a Provincial mental health facility, an observation unit or a psychiatric unit designated under the *Mental Health Act*, RSBC 1996, c. 288; or

(vii) a housing-based health facility that provides hospitality support services and personal health care;

(i) **"Township"** means the Corporation of the Township of Langley.

2.2 Same Meaning. Unless the context otherwise provides in this Bylaw, terms defined in the following bylaws of the Township or incorporated by reference into those bylaws have the same meaning in this Bylaw:

(a) *Langley Development Cost Charges Bylaw 2012, No. 4963*;

(b) *Subdivision and Development Servicing Bylaw 2011, No. 4861;* and

(c) *Township of Langley Zoning Bylaw 1987, No.* 2500.

2.3 References to an Enactment Include Its Amendments. References in this Bylaw to an enactment include the enactment as it may be amended or replaced from time to time.

3.0 WAIVER OF DEVELOPMENT COST CHARGES

3.1 Waiver of Development Cost Charges for Eligible Development. Notwithstanding section 5 of *Langley Development Cost Charges Bylaw 2012, No. 4963,* and subject to section 3.2 of this Bylaw, the Township may

waive Development Cost Charges that are otherwise payable for Eligible Development in accordance with the following:

(a) for an Eligible Development where at least 30% of the dwelling units are dedicated for Not-for-Profit Dwelling Units or Supportive Living Units, the Township's municipal council may waive all Development Cost Charges that would otherwise be payable for all of the Eligible Development; or

(b) for an Eligible Development where less than 30% of the dwelling units are dedicated for Not-for-Profit Dwelling Units or Supportive Living Units, the Township's municipal council may waive all Development Cost Charges for only those Not-for- Profit Dwelling Units or Supportive Living Units within the Eligible Development.

3.2 **Application for Waiver**. No waiver or refund pursuant to section 3.1 shall be granted unless an application is made and submitted by the owner of the Eligible Development for a waiver of Development Cost Charges in respect of the Eligible Development and the application is approved by the General Manager as fulfilling all of this Bylaw's eligibility requirements and conditions for a waiver of Development Cost Charges.

3.3 **Appeal to Council.** A person who is subject to the decision of the General Manager under section 3.2 is entitled to have the Township's municipal council reconsider the matter.

4.0 RECORD KEEPING AND REPORTING

4.1 **Reports.** The General Manager shall report annually to the Township Council, and at any time upon the request of Township Council, the number and cost of Development Cost Charge waivers granted under this Bylaw.

PART 5: REPEAL AND AMENDMENTS

5.1 The "Langley Development Cost Charge Waiver for Affordable Housing Bylaw 2018 No. 5380" is hereby repealed.

READ A FIRST TIME the	01	day of	April	, 2019
READ A SECOND TIME the	01	day of	April	, 2019
READ A THIRD TIME the	01	day of	April	, 2019
ADOPTED the	15	day of	April	, 2019

Mayor

Township Clerk