

# CITY OF PRINCE GEORGE

## BYLAW NO. 8130

**A Bylaw of the City of Prince George to enter into a Development Works Agreement.**

**WHEREAS** City Council may by bylaw pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement with a developer for the provision of works by the municipality or by the developer and for the imposition of all or part of the cost to construct the works on the owners of real property in the area subject to the agreement;

**AND WHEREAS** City Council has been petitioned to enter into a development works agreement with a developer for the provision of certain works within a portion of the University Heights Neighbourhood Plan area, pursuant to Section 937.1(4)(c) of the *Local Government Act*;

**AND WHEREAS** the City Clerk has certified that the petition is sufficient;

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

1. **This Bylaw may be cited for all purposes as the "University Heights Water Development Works Agreement Bylaw No. 8130, 2008".**
2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "A" to this Bylaw (the "Development Works Agreement").
3. The Mayor and the City Clerk are authorized on behalf of the City Council to sign and seal the Development Works Agreement.
4. The Development Works Agreement attached as Schedule "A" forms a part of this Bylaw.
5. Capitalized words and terms used in this Bylaw will have the meanings ascribed in the Development Works Agreement unless otherwise defined herein.
6. The Specified Charge pursuant to the Development Works Agreement constitutes the formula for imposing all or part of the cost of the Works on the Owners of the real property within the Benefiting Area.
7. The Specified Charge payable by the Owners shall increase by the rate of Interest set out in the Development Works Agreement.

- 8. The Specified Charge and Interest thereon becomes a debt payable by the Owners to the City at the time set out in section 5 of the Development Works Agreement.
- 9. Until the applicable Specified Charge and Interest thereon is paid in respect of a Benefiting Parcel, the City Council, an approving officer, a building inspector, or other municipal authority of the City is not obliged to:
  - (a) approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel within the Benefiting Area; or
  - (b) do any other thing necessary for the development of a Benefiting Parcel within the Benefiting Area.


**READ A FIRST TIME this 9th day of JUNE , 2008.**

**READ A SECOND TIME this 9th day of JUNE , 2008.**

**READ A THIRD TIME this 9th day of JUNE , 2008.**

All three readings passed by a **unanimous** decision of members of City Council present and eligible to vote.

**ADOPTED this 23<sup>rd</sup> day of June , 2008, by a unanimous decision of all members of City of Prince George Council present and eligible to vote.**

  
 \_\_\_\_\_  
**MAYOR**

  
 \_\_\_\_\_  
**CLERK**

**Schedule "A"  
To Bylaw No. 8130, 2008**

**DEVELOPMENT WORKS AGREEMENT  
FOR WATER FACILITIES WORKS**

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2008

**BETWEEN:**

**CITY OF PRINCE GEORGE**, a municipal corporation under the Local Government Act of the Province of British Columbia and having its offices at 1100 Patricia Boulevard, Prince George, British Columbia V2L 3V9

(the "City")

**OF THE FIRST PART**

**AND:**

**T.R. PROJECTS LTD.**, a body corporate, duly incorporated under the laws of the Province of British Columbia, having its place of business at #100 – 20120 – 64<sup>th</sup> Avenue, Langley, British Columbia V2Y 1M8

**PROGRESSIVE CONSTRUCTION LTD.**, a body corporate, duly incorporated under the laws of the Province of British Columbia, having its place of business at 5591 No. 3 Road, Richmond, British Columbia V2X 2C7

(collectively, the "Developer")

**OF THE SECOND PART**

- A. **WHEREAS** real property within pressure zone boundaries of the University Heights Neighbourhood Plan is identified in Schedules "B" and "C" attached hereto;
- B. **AND WHEREAS** water facilities and related appurtenances as described in Schedule "D" attached hereto is required to be constructed for the development of lands owned by the Developer within the Benefiting Area;
- C. **AND WHEREAS** the Works are not currently scheduled for construction by the City;

- D. **AND WHEREAS** the Works are included within the City's Development Cost Charge program;
- E. **AND WHEREAS** the Developer has agreed to construct the Works;
- F. **AND WHEREAS** the City has agreed to contribute to the cost of constructing the Works up to a certain limit;
- G. **AND WHEREAS** the Works may benefit the development of other lands within the Benefiting Area;
- H. **AND WHEREAS** Section 937.1 of the Act authorizes the City to enter into an agreement with the Developer for the provision of the Works and the allocation of all or part of the cost to construct the Works amongst lands within the Benefiting Area;
- I. **AND WHEREAS** Section 933(8)(b) of the Act states:
- "(b) if a work required to be provided under an agreement under Section 937.1(2) is included in the calculations used to determine the amount of a development cost charge, the following amounts are to be deducted from the development cost charge that would otherwise be payable for that class of work:*
- (i) for a development cost charge payable by a developer for a work provided by the developer under the Agreement, the amount calculated as*
- (A) the cost of the work*
- less*
- (B) the amount to be paid by the municipality to the developer under Section 937.1(3)(b), other than an amount that is an interest portion under Section 937.1(6)(c);*
- (ii) for a development cost charge payable by a person other than the developer referred to in subparagraph (i), the amount calculated as*
- (A) the amount charged under Section 937.1(2)(b) to the owner of the property*
- less*
- (B) any amount charged under Section 937.1(6)(c)."*

- J. **AND WHEREAS** the City and the Developer have entered into this Agreement to provide for the construction of the Works, the allocation of the costs thereof throughout the Benefiting Area and to acknowledge resulting deductions pursuant to Section 933(8)(b) of the Act from Development Cost Charges payable in respect of the Benefiting Parcels and portions thereof.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

## 1. DEFINITIONS

In this Agreement and in the recitals above:

**“Act”** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, as revised, re-enacted or consolidated from time to time and any successor statute;

**“Actual Capital Cost of the Works”** means the lesser of:

- (a) the actual Capital Cost of the Works determined by the Authorized Person pursuant to Section 3; and
- (b) \$3,556,370.70, being equivalent to 112% of the Estimated Capital Cost of the Works.

**“Agreement”** means this Agreement and all Schedules attached hereto from time to time, which form part of the Agreement;

**“Authorized Person”** means the “Authorized Person” pursuant to the City of Prince George Subdivision and Development Servicing Bylaw No. 7652, 2004, as amended or replaced from time to time, currently defined as the person appointed by Council as head of the Development Services Department, or a person designated in writing by the head of the Development Services Department to carry out any act or function under that Bylaw;

**“Benefiting Area”** means the real property shown as the “Benefiting Area” on the map attached as Schedule “C” hereto;

**“Benefiting Parcel”** means the parcels of land situated in the Benefiting Area as of the date of this Agreement, as described in Schedule “B” attached hereto, and any subdivided portion thereof;

**“Capital Cost”** means the cost to design, engineer and construct the Works excluding Goods and Services Tax;

**“City”** means the City of Prince George;

**“City’s Contribution”** means the lesser of:

- (a) \$2,500,000.00; and
- (b) the Actual Capital Cost of the Works;

**“City’s Proportionate Share”** means a fraction having as its numerator the City’s Contribution and having as its denominator the Actual Capital Cost of the Works.

**“Commencement Date”** means the date upon which Council adopts the Development Works Agreement Bylaw;

**“Council”** means the elected Council of the City of Prince George;

**“Developer”** means T.R. Projects Ltd. and Progressive Construction Ltd., and each of them;

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

**Development Cost Charge Bylaw”** means the City of Prince George Development Cost Charge Bylaw, No. 6861, 1997, enacted by the City under the Act as revised, re-enacted or consolidated from time to time and any successor bylaws;

**“Development Works Agreement Bylaw”** means the City of Prince George Water Facilities Development Works Agreement Bylaw 8130 enacted by the City under the Act as such bylaw is revised, re-enacted or consolidated from time to time;

**“Estimated Capital Cost of the Works”** means \$3,175,331.00;

**“Interest”** means interest on a Specified Charge calculated using the prime lending rate of the principal banker to the Province of British Columbia in effect from time to time (currently designated as the Canadian Imperial Bank of Commerce prime rate of interest) for the entire period starting on the date of completion of construction of the Works to the acceptance of the Authorized Person and ending on the date that the Specified Charge is paid to the City;

**“Owner”** and **“Owners”** means each of the registered owners from time to time of a Benefiting Parcel;

**“Specified Charge”** means a charge imposed upon the Owners of a Benefiting Parcel pursuant to this Agreement and the Development Works Agreement Bylaw, initially calculated using the Estimated Capital Cost of the Works in accordance with the formula described in paragraph 4 and Table 4 of Schedule “A” attached hereto,

but upon the determination of the Actual Capital Cost of the Works, the said formula will be amended by replacing the figure representing the Estimated Capital Cost of the Works with the figure representing the Actual Capital Cost of the Works, and the parties shall modify and replace the formula in paragraph 4 and Table 4 of Schedule "A" accordingly;

**"Term"** means the period of time that this Agreement is in effect as specified in Section 6;

**"Works"** means the water facilities and related appurtenances described in Schedule "D"; and

**"Works and Services Agreement"** means a works and services agreement in form and substance acceptable to the Authorized Person executed by the Developer with respect to the construction of the Works, if required by the Authorized Person.

## 2. CONSTRUCTION OF WORKS

- (a) The Developer shall, at its sole cost and expense, construct the Works in accordance with this Agreement, the Works and Services Agreement (if any) and the Development Works Agreement Bylaw.
- (b) Without limiting the generality of the foregoing, the Developer shall be solely responsible, at its sole cost and expense, for the design, engineering and construction of the Works and for retaining consultants and entering into any contracts required to construct the Works, subject to the terms and conditions of any Works and Services Agreement entered into and the direction of the City.
- (c) The Developer covenants and agrees to complete the construction of the Works within two years after the Commencement Date.

## 3. DETERMINATION OF ACTUAL CAPITAL COST OF THE WORKS

After completion of the construction of the Works in accordance with this Agreement, in accordance with any Works and Services Agreement, and to the satisfaction of the Authorized Person, the Developer's engineer or an engineer appointed by the City shall submit to the Authorized Person for approval the actual Capital Cost of the Works as calculated by the engineer. The Authorized Person may accept the submitted calculations for the actual Capital Cost of the Works, or require the calculations to be revised and re-submitted for approval, and such determination shall be final and binding on the Developer.

#### **4. CITY'S CONTRIBUTION**

Save and except for the City's Contribution, subject to the terms and conditions of this and any other existing agreement between the parties, the City is not responsible for financing or contributing to any cost of the Works.

#### **5. COLLECTION AND PAYMENT OF SPECIFIED CHARGES**

- (a) Upon development of a Benefiting Parcel during the Term, the Owner of that Benefiting Parcel shall pay to the City the Specified Charge plus Interest payable with respect to that development, in accordance with the terms of this Agreement and the Development Works Agreement Bylaw.
- (b) Payment of the Specified Charge plus Interest thereon to the City shall be due and payable when the DCC is payable to the City with respect to such development of a Benefiting Parcel.
- (c) If the Actual Capital Cost of the Works has not been determined at the time a Specified Charge for a Benefiting Parcel is due and payable, then upon determination of the Actual Capital Cost of the Works, the Specified Charge will be recalculated based on the Actual Capital Cost of the Works as described in the section 1 definition of "Specified Charge". If such recalculation results in a reduction to a Specified Charge that was paid by an Owner, then the City shall remit the overpayment to the Owner. If such recalculation results in an increase to a Specified Charge that was paid by an Owner, then the outstanding amount with Interest thereon shall immediately be due and payable to the City by the then current Owner of the applicable Benefiting Parcel.
- (d) The parties agree that an amendment to the Development Works Agreement Bylaw is not required in order to reduce or increase the Specified Charge payable by an Owner of a Benefiting Parcel pursuant to the formulas set out in this Agreement.
- (e) If a Specified Charge and Interest is payable, then Council, an Approving Officer, a Building Inspector or other municipal authority may, but is not obligated to, approve a subdivision plan, strata plan, building permit, development permit, development variance permit or zoning bylaw necessary for the development of a Benefiting Parcel, or do any other thing necessary for the development of a Benefiting Parcel until the Specified Charge and Interest thereon has been paid in full.
- (f) In consideration of the completion of the Works by the Developer, to the satisfaction of the Authorized Person, the City agrees to collect from each Owner of a Benefiting Parcel the Specified Charge and Interest

thereon, levied in accordance with the terms of this Agreement and the Development Works Agreement Bylaw.

- (g) Provided that the Developer has completed construction of the Works to the acceptance of the Authorized Person, and the Authorized Person has determined the Actual Capital Cost of the Works, the City shall pay to the Developer, within 30 days of receipt by the City, the Specified Charge and Interest collected in respect of the development of one or more Benefiting Parcels, less the City's Proportionate Share of each collected Specified Charge and Interest thereon. The City shall retain for its own use absolutely the City's Proportionate Share of each collected Specified Charge and Interest thereon.
- (h) The City shall only be obligated to pay pursuant to Section 5(g) to the extent the City actually receives Specified Charges and Interest from the Owners. The City shall have no further obligation to the Developer to make any other payment pursuant to this Agreement, save and except the City's Contribution. The Developer agrees that any interest earned by the City on Specified Charges and Interest thereon from the date of their collection to the date of payment to the Developer, may be retained by the City in consideration of the City's costs of administering this Agreement. If the said payments to the Developer are returned to the City unclaimed by the Developer and if the City is unable to locate the Developer after all reasonable efforts, then the City shall hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, all such unclaimed funds shall be retained forever by the City.
- (i) In the event of a permitted assignment or transfer of the rights of the Developer under this Agreement, either voluntarily or by operation of law, the City shall pay any benefits accruing hereunder, after notice, to such successor of the Developer as the City, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

**6. TERM**

- (a) The Term of this Agreement shall commence on the Commencement Date and shall expire on the earlier of:
  - (i) the date that is twenty-five (25) years after the Commencement Date; and
  - (ii) the Developer receiving the difference between the Actual Capital Cost of the Works and the City's Contribution, plus Interest on such difference.
- (b) Notwithstanding Section 6(a), if the Developer fails to complete the Works within two years after the Commencement Date, the Term of this Agreement shall automatically lapse and expire; provided however, that the Developer may request an extension to this two year time period subject to obtaining the written consent of the City, which consent may be arbitrarily withheld.
- (c) The Developer covenants and agrees that no Specified Charges or Interest shall be due and payable to the Developer subsequent to the expiration of the Term. For greater certainty, the Developer acknowledges and agrees it is at the Developer's risk that it may fail to complete the Works within two years after the Commencement Date, or that insufficient funds may be paid by the Owners of the Benefiting Area within the Term of this Agreement, and at the expiry of the Term no further monies are payable to the Developer pursuant to this Agreement.

**7. DCC REDUCTIONS**

The City acknowledges that the Works are included in the City's DCC program and accordingly, the payment of a Specified Charge in respect of a Benefiting Parcel will be taken into account for the purposes of a reduction in the DCC's payable in respect of such Benefiting Parcel, all in accordance with section 933(8)(b) of the Act, as amended or replaced from time to time.

**8. LATECOMER CHARGES**

The Developer covenants and agrees that it will not apply for, nor enter into any latecomer agreements with the City with respect to the Works, and the Developer hereby releases and discharges the City, its officers, employees, servants and agents and covenants and agrees to indemnify and save harmless the City, its officers, employees, servants and agents from and against all damages, losses, costs, actions, causes of action, claims demands and expenses (including legal fees and litigation) which may arise or accrue to any person, firm or corporation against

the City, its officers, employees servants and agents for which the City, its officers, employees, servants and agents may pay, incur, sustain or be put to by reason of the application of Section 939 of the Act as amended from time to time to the Works.

## **9. INDEMNITY**

The Developer covenants and agrees to indemnify and save harmless, the City and its employees, elected officials, contractors and agents against:

- (a) costs that arise out of, or would not have been incurred but for this Agreement, including without limitation, those arising out of the allocation of DCC reductions pursuant to Section 7 herein;
- (b) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works;
- (c) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works; and
- (d) all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the City and the Developer entering into this Agreement, by reason of a breach by the Developer of its obligations under this Agreement, or by reason of any dispute arising with respect to the cost of the Works, the application of DCC reductions, or payments required to be made pursuant to this Agreement.

## **10. NOTICES**

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Developer at the address hereinbefore set out or such change of address as the parties have, by written notification, forwarded to the City and to the City as follows:

City of Prince George  
1100 Patricia Boulevard  
Prince George, BC V2L 3V9

Attention: Director of Development Services

Or such change of address as the City has, by written notification, forwarded to the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
  - (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof.

#### **11. BINDING ON SUCCESSORS**

- (a) It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties, their successors and permitted assigns.
- (b) The Developer shall not assign or transfer their interest in this Agreement without the prior written consent of the City, which consent may be arbitrarily withheld.

#### **12. JOINT AND SEVERAL LIABILITY**

Whether or not expressly so stated in the provisions of this Agreement, the covenants, agreements and liability of the Developer hereunder and under any and all documents given pursuant to this Agreement are both joint and several.

#### **13. DISCRETION OF AUTHORIZED PERSON**

Any opinion, decision, act or expression of satisfaction of approval provided for in this Agreement is to be taken or made by the Authorized Person, and the Developer agrees that the Authorized Person is under no public law duty of fairness or natural justice in that regard and agrees that he may do any of those things in the same manner as if the City were a private party and not a public body.

#### **14. CITY COSTS**

The Developer shall pay to the City, by cash or bank draft, prior to the City executing this Agreement, a fee of \$12,000.00 for the preparation and administration of this Agreement.

**15. ENTIRE AGREEMENT**

This Agreement, any Works and Services Agreement and the Development Works Agreement Bylaw constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

**16. LAWS OF BRITISH COLUMBIA**

This Agreement shall be interpreted under and is governed by, the applicable laws of Canada and the Province of British Columbia.

**17. SCHEDULES**

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

- (a) Schedule "A" - Factors For Calculating Specified Charge;
- (b) Schedule "B" - List of Benefiting Parcels;
- (c) Schedule "C" - Map of Benefiting Area;
- (d) Schedule "D" - Description of the Works;

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**City of Prince George**  
by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Progressive Construction Ltd.**  
by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**T.R. Projects Ltd.**  
by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SCHEDULE "A"**  
**TO DEVELOPMENT WORKS AGREEMENT**  
**FOR WATER FACILITIES WORKS**

**FACTORS FOR CALCULATING SPECIFIED CHARGE**

**DEFINITIONS**

**Areas 1–5** – means the sub-areas delineated by roads in the University Heights Neighbourhood Plan used to calculate population and identified on Schedule C.

**Benefiting Area** – means the properties benefiting from the works as identified on Schedules B and C.

**Gross Area** – means the entire land base within the Benefiting Area.

**Equivalent Population** – means the design population as calculated utilizing the University Heights Neighbourhood Plan and the City of Prince George draft design guidelines.

**Net Residential Area** – means the area available for residential development.

**UNBC Future Lands** – means the area of UNBC that benefits from the "works" as identified on Schedule C.

**Estimated Capital Cost of the Works** – means the cost estimate for the works that is to be recovered through the Development Works Agreement.

**Estimated Capital Cost of the Works Per Person** – means the recoverable cost divided by the total equivalent population.

**ASSUMPTIONS**

- Total benefiting area for the works is 536.40 ha. including parks, roads, institutional, residential, trails, riparian areas, green space, university support services, highway commercial, visitor commercial, local commercial and neighbourhood commercial.

These areas are calculated as follows:

**Table 1 - University Heights Area by Land Use for the Areas Benefiting from the "Works"**

	Gross Area (ha)	5% Parks (ha)	2.5% Institutional (ha)	14% Roads & Trails (ha)	Neighbourhood Commercial (ha)	0.75% Local Commercial (ha)	University Support Services	Riparian Area (ha)	Green Space (ha)	Net Residential Area (ha)
<b>Total Area</b>	<b>536.40</b>	<b>26.82</b>	<b>13.41</b>	<b>75.10</b>	<b>10.00</b>	<b>4.03</b>	<b>10.00</b>	<b>27.25</b>	<b>84.42</b>	<b>285.37</b>
Area One	60.35	3.02	1.51	8.45	0.00	0.45	0.00	0.00	16.29	30.63
Area Two	141.00	7.05	3.53	19.74	10.00	1.08	10.00	14.00	13.00	82.63
Area Three	105.38	5.27	2.63	14.75	0.00	0.79	0.00	3.85	28.76	49.32
Area Four	134.16	6.71	3.35	18.78	0.00	1.01	0.00	6.59	19.90	77.82
Area Five	95.51	4.78	2.39	13.37	0.00	0.72	0.00	2.81	6.47	64.98

**2. Total Population and Dwelling Units**

Table 2 determines the total number of dwelling units and the total population within the Benefiting Area, in accordance with the single family/multiple family housing mixes determined by the Neighbourhood Plan. The occupancy for single family dwelling units is estimated to be 3.2 persons/dwelling unit and for multiple family dwelling units is estimated to be 2.5 persons/dwelling unit. The average density for single family dwelling units is based upon 9.6 dwelling units per hectare. The average density for multiple family dwelling units is based upon 30 dwelling units per hectare.

	Residential Designation (% of Total Land Area)	Total Areas (ha)	Net Area (ha)	Dwelling Units per hectare	Calculated Number of Dwelling Units	Total Dwelling Units	People per Dwelling Unit	Total Population	Total Population per Area
<b>Total Area</b>	<b>Single Family (84%)</b>	<b>285.37</b>	<b>237.93</b>	<b>9.6</b>	<b>2284</b>	<b>3707</b>	<b>3.2</b>	<b>7309</b>	<b>10864</b>
	<b>Multiple Family (16%)</b>		<b>47.44</b>	<b>30</b>	<b>1423</b>		<b>2.5</b>	<b>3558</b>	
<b>Area One</b>	<b>Single Family (76%)</b>	<b>30.63</b>	<b>23.28</b>	<b>9.6</b>	<b>223</b>	<b>444</b>	<b>3.2</b>	<b>714</b>	<b>1267</b>
	<b>Multiple Family(24%)</b>		<b>7.35</b>	<b>30</b>	<b>221</b>		<b>2.5</b>	<b>553</b>	
<b>Area Two</b>	<b>Single Family (82%)</b>	<b>62.63</b>	<b>51.36</b>	<b>9.6</b>	<b>493</b>	<b>831</b>	<b>3.2</b>	<b>1578</b>	<b>2423</b>
	<b>Multiple Family (18%)</b>		<b>11.27</b>	<b>30</b>	<b>338</b>		<b>2.5</b>	<b>845</b>	
<b>Area Three</b>	<b>Single Family (85%)</b>	<b>49.32</b>	<b>41.92</b>	<b>9.6</b>	<b>402</b>	<b>624</b>	<b>3.2</b>	<b>1286</b>	<b>1841</b>
	<b>Multiple Family (15%)</b>		<b>7.40</b>	<b>30</b>	<b>222</b>		<b>2.5</b>	<b>555</b>	
<b>Area Four</b>	<b>Single Family (85%)</b>	<b>77.82</b>	<b>66.15</b>	<b>9.6</b>	<b>635</b>	<b>985</b>	<b>3.2</b>	<b>2032</b>	<b>2907</b>
	<b>Multiple Family (15%)</b>		<b>11.67</b>	<b>30</b>	<b>350</b>		<b>2.5</b>	<b>875</b>	
<b>Area Five</b>	<b>Single Family (85%)</b>	<b>64.98</b>	<b>55.23</b>	<b>9.6</b>	<b>530</b>	<b>822</b>	<b>3.2</b>	<b>1696</b>	<b>2426</b>
	<b>Multiple Family (15%)</b>		<b>9.75</b>	<b>30</b>	<b>292</b>		<b>2.5</b>	<b>730</b>	

**3. Equivalent Populations**

Table 3 illustrates the total equivalent populations for all Neighbourhood Plan sub areas within the Benefiting Area and for all land uses.

	Residential Population	UNBC Future Lands (ha)			Institutional Lands (ha)			Neighbourhood Commercial (ha)			Local Commercial (ha)			University Support Services			Total Equivalent Population
		ha	People/ha	Pop.	ha	Peopl e/ ha	Pop.	ha	People/ ha	Pop.	ha	People/ ha	Pop.	ha	People/ ha	Pop.	
<b>Total Area</b>	<b>10864</b>			<b>1870</b>	<b>13.4</b>	<b>50</b>	<b>670.5</b>	<b>10</b>	<b>60</b>	<b>600</b>	<b>4.03</b>	<b>60</b>	<b>242</b>	<b>10</b>	<b>60</b>	<b>600</b>	<b>14846.3</b>
<b>Area One</b>	<b>1267</b>				<b>1.51</b>	<b>50</b>	<b>75.5</b>				<b>0.45</b>	<b>60</b>	<b>27</b>				
<b>Area Two</b>	<b>2423</b>				<b>3.53</b>	<b>50</b>	<b>176.5</b>	<b>10</b>	<b>60</b>	<b>600</b>	<b>1.06</b>	<b>60</b>	<b>63.6</b>	<b>10</b>	<b>60</b>	<b>600</b>	
<b>Area Three</b>	<b>1841</b>				<b>2.63</b>	<b>50</b>	<b>131.5</b>				<b>0.79</b>	<b>60</b>	<b>47.4</b>				
<b>Area Four</b>	<b>2907</b>				<b>3.35</b>	<b>50</b>	<b>167.5</b>				<b>1.01</b>	<b>60</b>	<b>60.6</b>				
<b>Area Five</b>	<b>2426</b>				<b>2.39</b>	<b>50</b>	<b>119.5</b>				<b>0.72</b>	<b>60</b>	<b>43.2</b>				
<b>UNBC Lands</b>		<b>18.7</b>	<b>100</b>	<b>1870</b>													

**4. Water Facilities Works DWA Specified Charge Calculation**

Estimated Capital Cost of the Works .....\$3,175,331.00

Estimated Capital Cost of the Works per Equivalent Person ..... $\frac{\$3,175,330.00}{14,846.3} = \$213.88$

Water Facilities Works DWA Specified Charges .....\$213.88

<b>Table 4 - University Heights DWA for Water Facilities Works Specified Charges</b>				
<b>Land Use</b>	<b>Persons/Land Use Unit</b>	<b>DWA Charge/ Equivalent Person</b>	<b>Specified Charge</b>	<b>Specified Charge Unit</b>
Single Family Lot	3.2	213.88	<b>\$684.42</b>	per lot
Multiple Family Dwelling Unit	2.5	213.88	<b>\$534.70</b>	per Dwelling Unit
Local Commercial	60.0	213.88	<b>\$12,832.80</b>	per ha
Neighbourhood Commercial	60.0	213.88	<b>\$12,832.80</b>	per ha
Institutional	50.0	213.88	<b>\$10,694.00</b>	per ha
UNBC Support Services	60.0	213.88	<b>\$12,832.80</b>	per ha
UNBC Future Development Lands	100.0	213.88	<b>\$21,388.00</b>	per ha

**SCHEDULE "B"**  
**TO DEVELOPMENT WORKS AGREEMENT**  
**FOR WATER FACILITIES WORKS**

**LIST OF BENEFITING PARCELS**

<b>OWNER</b>	<b>MAP #</b>	<b>PID</b>
City of Prince George *	1	015-284-999
University Mountain View Estates	2	015-273-482
University Mountain View Estates	3	015-273-491
City of Prince George *	4	017-478-456
0753122 BC Ltd.	5	023-318-651
Tyner Estates Ltd	6	023-318-660
City of Prince George *	7a	027-427-641
City of Prince George *	7b	015-139-905
Progressive Construction Ltd. T.R. Projects Ltd.	8	026 600-404
Ellora Enterprises Ltd	9	023-458-127
Progressive Construction Ltd. T.R. Projects Ltd.	10	015-114-392
Progressive Construction Ltd. T.R. Projects Ltd.	11	012-877-484
RCEC	12	013-805-088
Progressive Construction Ltd. T.R. Projects Ltd.	13	015-067-424
City of Prince George *	14	012-985-830
The Crown In Right Of British Columbia	15	017-453-852
Richard T Elliott & Bernard P. Schwengers	16	017-454-841
0757053 BC Ltd	17	011-305-533
University Heights Holding Ltd.	18	015-067-441
City of Prince George *	19	012-669-792
JST Ventures Ltd.	20	012-549-614
Kortvelyessy, Irene	21	012-287-997
The Crown In Right Of British Columbia	22	015-965-546
Ellora Enterprises Ltd.	23	015-069-851
Ellora Enterprises Ltd.	24	015-070-531
UNBC	25	023-384-697
UNBC	26	016-576-683
* Subject to an option to purchase in favour of the Developer		
Owners confirmed as of April 21,2008		

**SCHEDULE "C"**  
**MAP OF BENEFITING AREA**

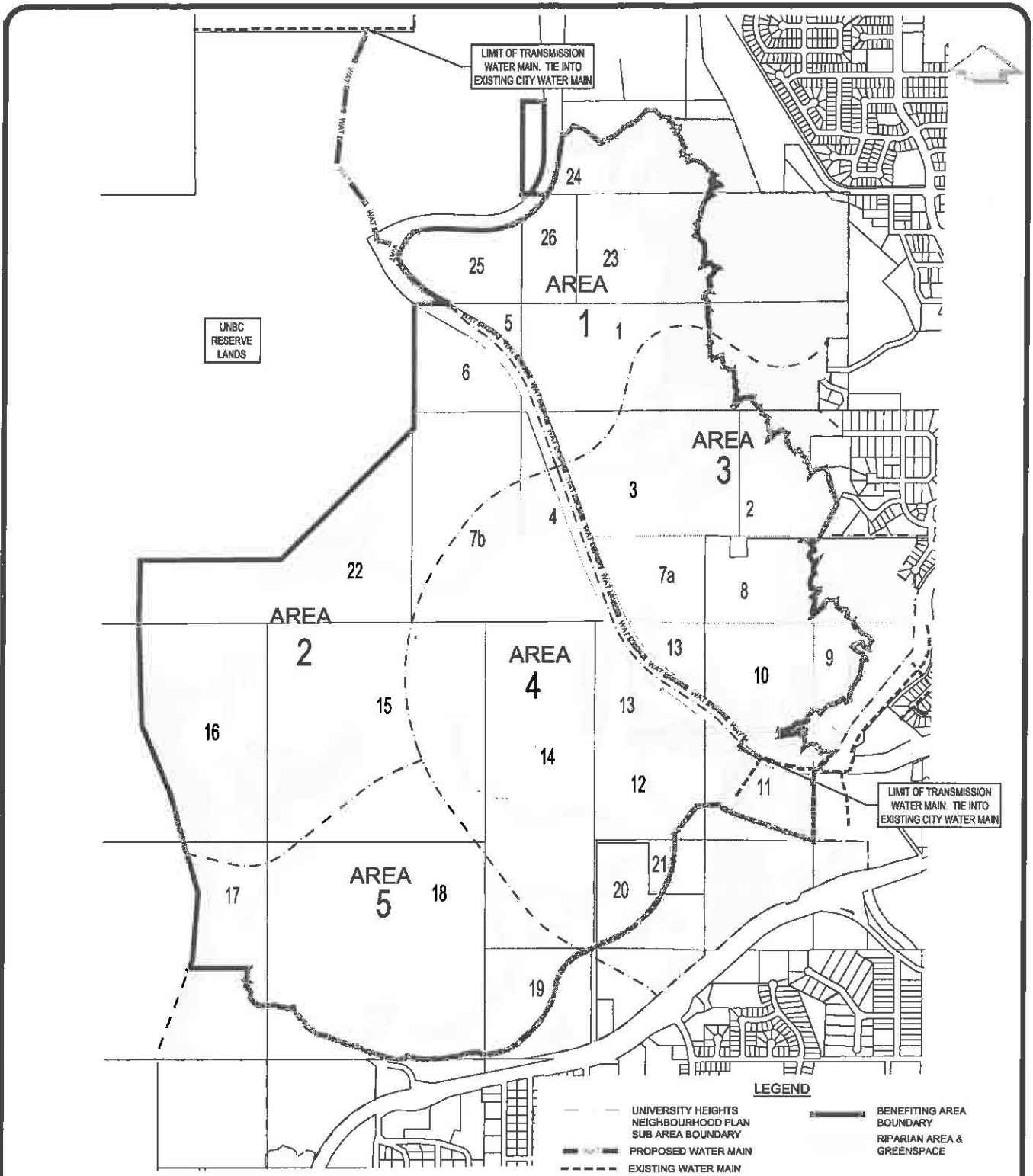
**SCHEDULE "D"**  
**TO DEVELOPMENT WORKS AGREEMENT**  
**FOR WATER FACILITIES WORKS**

**DESCRIPTION OF WORKS**

Transmission water main works consisting of approximately 3400 lineal meters of 500mm diameter water pipe, two pressure reducing valves, and accessories. The works also include tie-ins to the existing City of Prince George water system, construction of a gravel access road, boulevard grading, and all other incidental works. The works shall be constructed to the City of Prince George Development Services Bylaw 7652, L&M Engineering Ltd. design drawings (file number 1273-08-02) as approved by the City of Prince George, and the 'University Heights Water Modeling Report' prepared by Dayton & Knight Ltd. Consulting Engineers dated February 2007.

As detailed in the 'University Heights Water Modeling Report' two scenarios were studied for the sizing of the transmission water main. The first scenario involved sizing the main based on providing water service to the University Heights development area only. This scenario has a capital cost of approximately \$3,175,331. The second scenario involved sizing the main based on servicing the University Heights development area as well as providing the City of Prince George with back up water supply to downstream development. This scenario has a capital cost of approximately \$3,702,221. Scenario 2 is the recommended and preferred scenario for the transmission water main.

The estimated capital cost of scenario 2 works is \$3,702,221 of which the City of Prince George will be responsible for \$526,890 due to over sizing of the water main required to provide the City of Prince George with back up water supply to downstream development. Therefore the estimated capital cost of the works for this Development Works Agreement is approximately \$3,175,331.



DRAWN:	KLH
CHECKED:	JRB
ENGINEER:	JRB
DRAWING FILE:	DWA SCHEDULE C WATER
CORRESPONDENCE:	CPG
DATE:	MAY 18 2008
SCALE:	1:20,000

CONSULTANTS PROJECT No.  
**1273-01-01**  
 DRAWING No.  
**SCHEDULE C**

**UNIVERSITY HEIGHTS**  
**WATER FACILITIES DWA**  
 SCHEDULE C  
 MAP OF BENEFITING AREAS

**L&M**  
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