



District of West Vancouver

**Zoning Bylaw No. 4662, 2010,
Amendment Bylaw No. 5206, 2024**

(Eagleridge and Cypress Village)

Effective Date:

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024

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District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024

A bylaw to rezone Cypress Village lands.

Previous amendments: Amendment bylaws 4672, 4677, 4678, 4679, 4689, 4701, 4680, 4710, 4697, 4716, 4712, 4737, 4726, 4736, 4757, 4752, 4767, 4787, 4788, 4784, 4772, 4791, 4805, 4809, 4828, 4854, 4873, 4866, 4895, 4839, 4898, 4927, 4944, 4905, 4974, 4967, 4982, 4962, 4928, 4992, 5001, 5021, 5024, 5009, 4938, 5044, 5055, 5051, 5068, 5065, 5087, 5069, 5110, 5106, 5132, 5161, 5160, 5013, 5122, 5155, 5169, 5192, 5175, 5171, 5201, 5230, 5081 and 5223.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for development of the Cypress Village area and zoning of Eagleridge for park use only;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Amendment of Zoning Bylaw

Zoning Bylaw No. 4662, 2010 is amended by:

- 3.1 Inserting “Section 750 (Cypress Village Zone)” after “Section 700 (Ambleside Zones)” in Section 120.28 (2).
- 3.2 Adding Section 750 as the CV - Cypress Village Zone as set out in Schedule A to this bylaw.

- 3.3 Rezoning the Lands shown shaded on the map attached as Schedule B1 to this bylaw from RS1 (Single Family Dwelling Zone 1), RS2-UL, RS8-UL and RS10-UL (Single Family Dwelling Zones 2, 8 and 10 – Upper Lands) to CV (Cypress Village Zone), and amending Section 852, Schedule 2, Zoning Maps accordingly.
- 3.4 Rezoning the Lands shown shaded on the map attached as Schedule B2 to this bylaw from RS1 (Single Family Dwelling Zone 1) to CU4 (Community Use Zone 4), and amending Section 852, Schedule 2, Zoning Maps accordingly.
- 3.5 Rezoning the Lands shown shaded on the map attached as Schedule B3 to this bylaw from RS2-UL and RS10-UL (Single Family Dwelling Zones 2 and 10 – Upper Lands) to CU2 – (Community Use Zone 2), and amending Section 852, Schedule 2, Zoning Maps accordingly.

Part 4 Amendment of Table of Contents

- 4.1 Zoning Bylaw No. 4662, 2010, Section 100 Table of Contents is amended accordingly.

Schedules

Schedule A – CV – Cypress Village Zone

Schedule B – Zoning Maps Amendment (Eagleridge and Cypress Village)

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

APPROVED by the Minister responsible for the Transportation Act on

ADOPTED by the Council on

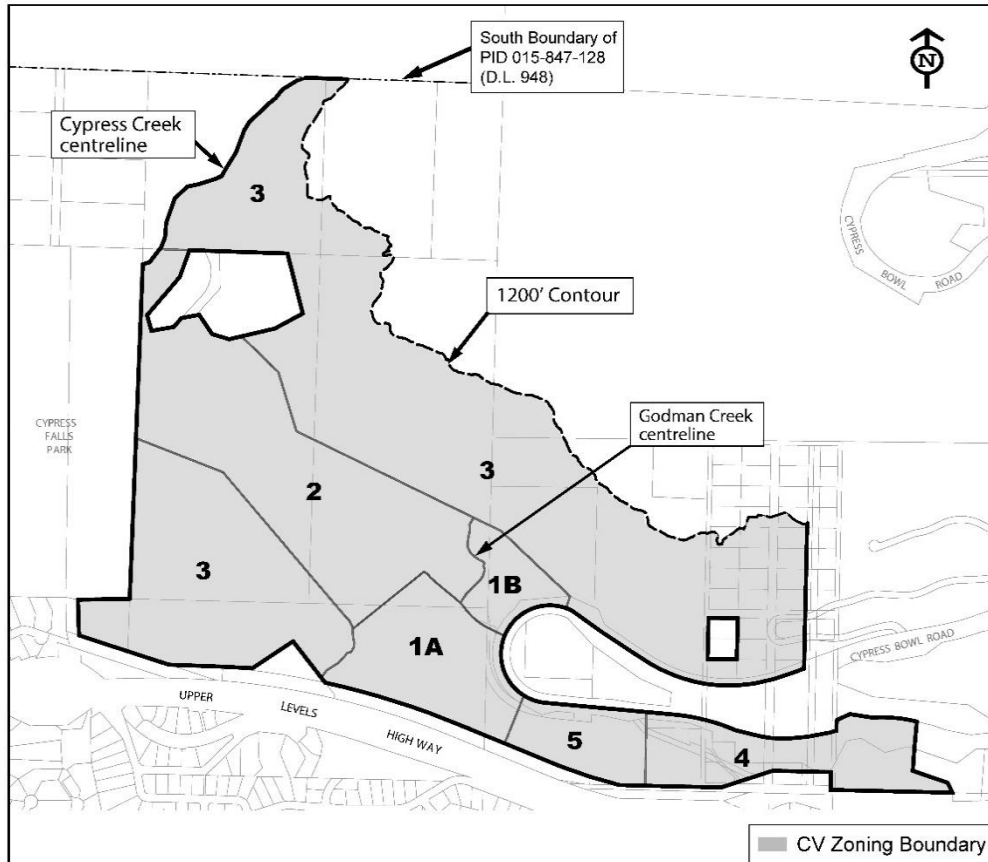
Mayor

Corporate Officer

Schedule A – CV – Cypress Village Zone

750 – Cypress Village (CV) Zone

SECTION	REGULATION
750.01	Application of Zone
(1)	The provisions of this zoning district apply to land, the use of land, buildings, and structures within the lands designated CV Zone as shown on the CV Zone Boundary and Sub-Areas Boundary Map set out below.
(2)	The lands zoned CV Zone are divided into areas as shown on the CV Zone Boundary and Sub-Areas Boundary Map (collectively, the “Areas” and individually, each an “Area”), for the purpose of defining allowable uses within each Area. The Areas have the following numbers for reference: <ul style="list-style-type: none"> • 1A: Mixed Use Village Core South • 1B: Mixed Use Village Core North • 2: Multifamily Residential • 3: Ground-Oriented Residential • 4: Benchlands Employment • 5: Community Use



CV Zone Boundary and Sub-Areas Boundary Map

750.02 Definitions

- (1) For the purpose of setting out the allowable uses in each Area, the following terms have the indicated definitions for the CV Cypress Village Zone:
 - (a) *Accessory Manufacturing Retail* means the retail sale of goods or things that are manufactured on-site within the building or structure in which the manufacturing occurs, as well as complementary items. For purposes of this definition, manufacturing means assembling, fabricating, producing, or repair of goods or things.
 - (b) *Art Studio* means the production, sale, and/or teaching of creative writing, dance, drawing, music, painting, photography, pottery, sculpture, textiles, and/or video.
 - (c) *Apartment* means a *Dwelling* unit in a multifamily residential building in which the units share a common entrance and, notwithstanding the definition of *Building, apartment* in Section 110, includes dwellings over commercial space.

- (d) *Business/Office Support Services* means the provision of support services to businesses which are characterized by one or more of the following features: the use of mechanical and digital equipment for printing, duplicating, or photographic processing; the provision of office custodial, maintenance, or security services; the sale, rental, or servicing of office equipment or furniture; the provision of clerical or secretarial employment or telephone answering services which may include training. Typical uses would include: printing and photographic processing establishments; janitorial and security firms; office equipment sales, servicing and repair establishments; and clerical services.
- (e) *Café* use means the retail sale of ready-to-serve, pre-prepared or pre-cooked foods, and beverages for either on or off-site consumption, but excluding the retailing or sales of alcoholic beverages.
- (f) *Catering* use means the use of premises for the preparation of food for consumption off premises, but does not include a retail store or *Restaurant* selling food directly to the public.
- (g) *Civic Use* means public sector uses that serve the local community, including, but not limited to, community centre, community meeting or activity spaces, *Recreation buildings*, library, and *Park Accessory Uses*.
- (h) *Community Retail and Service* use means local-oriented commercial shops and services that are primarily intended to serve the residents of Cypress Village and Rodgers Creek. The allowable uses are limited to the following:
- *Art Studio*
 - *Beauty and wellness centre*
 - Bicycle sales and repair
 - Bicycle valet
 - Book store, newsstand
 - *Café*
 - *Cannabis Sales* (maximum of one outlet)
 - Craft brewery or craft distillery (including on-premises brewing/distilling, on-premises consumption of alcoholic beverages, and food sales)
 - Clothing sales and repair

- *Convenience Store*
- Document printing services
- *Drycleaner*
- *Electronics Store*
- *Financial Institution*
- *Financial Services*
- *Fitness Centre*
- Florist
- *Furniture and Appliance Store*
- Gallery for sale of arts and crafts
- Grocery store
- *Hair Salon*
- *Health Care Office Use*
- *Home Furnishings Store*
- *Home Improvement Store*
- Insurance agent
- Liquor store (including sales of beer, wine, spirits)
- *Massage therapist offices*
- Mail and courier services
- Music store (including sale of music products and/or musical equipment)
- *Microbrewery, winery, and distillery*
- *Office Supplies and Stationery Store*
- *Personal Services*
- *Pet Care Establishment*
- *Pet/Pet Products Store*
- *Pharmacy*
- Photofinishing services
- Pub
- Real estate sales
- *Restaurant*
- Specialty food store (including bakery, butcher, seafood, produce, deli, cheese shop, ethnic foods)
- Sporting goods and recreation clothing and equipment
- Take-out food establishment
- *Veterinary medical clinic*

- (i) *Contractor Services* means the offices of building contractors providing services such as painting, plumbing, heating, electrical, gas fitting, roofing, tiling, or similar services and may include the fabrication or assembly of building components such as doors, windows, kitchen fixtures, bathroom fixtures, and fireplaces or similar products and the sale of such products, either at retail or wholesale, and any space used for associated showroom/display purposes.
- (j) *Electronics Store* means a retail store which predominantly retails audio-visual equipment, computers, home/office electronic products, home/office electronic accessories, and/or home/office software.
- (k) *Equipment Rental Establishment* means premises used for the rental of tools, appliances, recreation equipment, office equipment, light construction equipment, or similar items but does not include the rental of motor vehicles, motorized boats, or industrial equipment or vehicles.
- (l) *Financial Institution* means a bank or credit union.
- (m) *Financial Services* means a business providing services such as money exchange, cheque cashing, and money transfer services but does not include *Financial Institution* which is defined separately.
- (n) *Fitness Centre* means the use of premises for one-on-one or group session physical fitness and which may include the accessory sale of associated equipment and clothing. Typical uses would include: aerobics studio, dance studio, fitness centre, pilates studio, self-defence studio, stationery cycling studio, yoga studio, and weight training gym.
- (o) *Furniture and Appliance Store* means a retail store which predominantly retails household furniture and/or major household appliances.
- (p) *Garden Centre* means the use of premises for the retail sale of trees, plants, flowers, and associated gardening or landscaping supplies and outdoor garden equipment.
- (q) *Household Repair Services* means the provision of repair services for goods, equipment, and appliances normally found within the home including computer, phone, radio, television, and appliance repair shops, furniture refinishing, and upholstery shops, excluding

any retail or wholesale of goods or products other than the sale of accessory parts.

- (r) *Home Furnishings Store* means a retail store which predominantly retails home furnishings such as art objects, bedding, carpets/rugs, cooking utensils, draperies, household furniture, and/or major household appliances.
- (s) *Home Improvements Store* means a retail store which predominantly retails goods and materials used for home improvements, such as hardware, home improvement supplies, and home appliances.
- (t) *Laboratory* means the use of premises not providing service directly to the public for the provision of analytical, research, or testing services, including biotechnologies and energy and environmental technologies, but does not include photofinishing or photography laboratory.
- (u) *Light Manufacturing* means the assembly, fabrication, making, producing, or processing of semi-finished or finished products entirely within an enclosed building or space within a building from which there may be no external nuisances or impacts. Permitted uses include: coffee roasting; commercial kitchen; *Cottage Brewery*; manufacture of automobile parts and accessories, bakery products, bicycles and bicycle parts/accessories, clothing/textiles/shoes/boots/knit goods, electrical parts/electronics, furniture, health and safety equipment, jewelry, leather products, musical instruments, pharmaceutical products, precision instruments, toys, and products made of glass/metal/plastic/paper/rubber/wood; and woodwork/millwork.
- (v) *Live-work unit* means personal and professional services or an *Art Studio* in conjunction with residential use having at grade access.
- (w) *Media-Related Establishment* means premises used for film, television, and video production or rehearsal studios; radio and television stations; and music production or rehearsal studios.
- (x) *Office* means space for the accommodation of a limited range of businesses that offer professional services, government services, and/or management and administration services. Typical uses include: accountants, appraisers, architects, *British Columbia Land Surveyors*, computer equipment software developers, engineers, interior designers, *Landscape*

Architects, lawyers, land use planners, notary publics, tutoring services, and provincial or federal government offices. This does not include *Health Care Office Uses* which is defined separately.

- (y) *Office Supplies and Stationery Store* means a retail store which predominantly retails office supplies or a combination of office supplies, office equipment, office furniture, stationery, and/or school supplies.
 - (z) *Pet and Pet Products Store* means a retail business which predominantly retails pets, pet care products, and pet accessories.
 - (aa) *Research and Development Establishment* means premises used for analytical, design, scientific, and technical research, development, and testing purposes which may involve the small scale manufacturing or assembly of prototypes and the sale of technical data, but does not include medical, dental, or other health science-related laboratories or *Health Care Office Uses* that directly service the public.
 - (bb) *Residential Use Type A* means any or all of the following forms of residential development: *Assisted living, Community Care Facility, Seniors housing, Apartment* (rental or strata), *Supportive Housing Use*. A unit in *Residential Use Type A* that is a ground-oriented unit but is in the podium of, attached to, shares a parkade with or on the same site as an *Apartment* building is defined as an *Apartment* unit for the purposes of this CD zone even though it has characteristics associated with a *Dwelling, townhouse* unit.
 - (cc) *Residential Use Type B* means any or all of the following forms of residential development: *Dwelling, townhouse; Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex; Dwelling, single family; Secondary suites, Detached secondary suites*.
 - (dd) *Warehousing* means the storage of goods or products for distribution but does not include *Wholesaling*.
 - (ee) *Wholesaling* means the wholesaling of merchandise in bulk to retailers, other businesses, institutions, or government agencies for their own use or for resale and where any floor area in storage space exceeds any floor area used for showroom or display purposes.
- (2) Any of the terms used in the above definitions that are defined terms in Section 110 of the Zoning Bylaw have the meaning set out in Section 110. All terms used in the above

definitions that are not defined in Section 110 have the meaning ascribed in common usage.

- (3) For reference, terms defined in Section 750.02(1) above and terms defined in Section 110 are *italicized* in this Zone.

750.03 Permitted Uses

- (1) In Area 1A (Mixed Use Village Core South), the following uses and no others shall be permitted:
- (1) Residential:
- *Residential Use Type A*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (2) Commercial and Employment:
- *Community Retail and Service*
 - *Hotel*
 - *Museum*
 - *Office*
 - *Private education and tutoring*
 - *Post-secondary education – University or College*
- (3) Other Non-Residential:
- *Adult day service facility*
 - *Civic Use*
 - *Park Accessory Uses*
 - *School, elementary*
 - *Uses permitted in all zones under Section 120.01(7)*
- (2) In Area 1B (Mixed Use Village Core North), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type A*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (b) Commercial and Employment:
- *Community Retail and Service*
 - *Hotel*
 - *Office*
 - *Private education and tutoring*

- Post-secondary education – University or College
- (c) Other Non-Residential:
- *Civic Use*
 - *Park Accessory Uses*
 - *Place of worship*
 - Uses permitted in all zones under Section 120.01(7)
- (3) In Area 2 (Multifamily Residential), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type A*
 - *Residential Use Type B, except Dwelling, single family and Dwelling, two family or duplex*
 - *Accessory building, structure, or use*
 - *Home based business*
 - *Live-work unit*
- (b) Commercial and Employment:
- *Community Retail and Service*
- (c) Other Non-Residential:
- *Civic Use*
 - *Park Accessory Uses*
 - Uses permitted in all zones under Section 120.01(7)
- (4) In Area 3 (Ground-Oriented Residential), the following uses and no others shall be permitted:
- (a) Residential:
- *Residential Use Type B*
 - *Accessory building, structure, or use*
 - *Home based business*
- (b) Other Non-Residential:
- *Chicken Coop*
 - *Park Accessory Uses*
 - Uses permitted in all zones under Section 120.01(7)
- (5) In Area 4 (Benchlands Employment), the following uses and no others shall be permitted:
- (a) Residential:
- *Apartment*
- (b) Commercial and Employment:

- *Accessory building, structure, or use*
- *Accessory Manufacturing Retail*
- *Art Studio*
- *Business/Office Support Services*
- *Café*
- *Catering*
- *Contractor Services*
- *Craft brewery or craft distillery*
- *Equipment Rental Establishment*
- *Garden Centre*
- *Household Repair Services*
- *Laboratory*
- *Light Manufacturing*
- *Media-Related Establishment*
- *Microbrewery, winery, and distillery*
- *Office*
- *Research and Development Establishment*
- *Warehousing*
- *Wholesaling*

(c) Other Non-Residential:

- *Park Accessory Uses*
- Uses permitted in all zones under Section 120.01(7)

(6) In Area 5 (Community Use), the following uses and no others shall be permitted:

(a) Commercial and Employment:

- *Accessory building, structure, or use*
- *Art Studio*
- *Café*
- *Office*
- *Real estate presentation centre*

(b) Other Non-Residential:

- *Civic Use*
- *Park Accessory Uses*
- *School, combined*
- *School, elementary*
- *School, secondary*
- *Sports field*
- Uses permitted in all zones under Section 120.01(7)

750.04 Conditions of Use

- (1) *Community Retail and Service, Hotel, Office and Apartment* uses are permitted to be located within the same building, where such use types are permitted. Regulations under Section 120.07 shall not apply.
- (2) The following *Community Retail and Service* uses shall only be located in Area 1A (Mixed Use Village Core South) and not in any other Areas: *Drycleaner, Grocery store, liquor store, Pharmacy, pub, specialty food store.*
- (3) The following *Community Retail and Service* use shall only be located in Area 1A (Mixed Use Village Core South) or Area 1B (Mixed Use Village Core North) and not in any other Areas: *Cannabis Sales* (maximum of one outlet).
- (4) The following *Community Retail and Service* uses shall be limited to a total of two outlets in Area 1A (Mixed Use Village Core South) but shall not be restricted in terms of number of outlets in Area 1B (Mixed Use Village Core North): *Financial Services.*
- (5) The following *Community Retail and Service* uses are limited to a maximum of 465 square metres in ground floor area per store: *Electronics Store, Fitness Centre, Furniture and Appliance Store, Home Furnishings Store, Home Improvement Store, Office Supplies and Stationery Store, Pet/Pet Products Store.*
- (6) *Office; private education and tutoring; and post-secondary education - University or College* uses shall only be located on second storeys or above.
- (7) *Secondary suites* are only permitted in the following residential types: *Dwelling, single family; Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex.*
- (8) The height of the *Detached secondary suite* shall be measured from *Grade, finished*, relative to the foundation of the building that includes the *Detached secondary suite.*
- (9) Where such uses are permitted, only one *Secondary suite* or *Detached secondary suite* is permitted per *Dwelling* unit.
- (10) Section 120.04 does not apply in the CV Zone.

750.05 Floor Area and Units

- (1) General

- (a) For the purposes of the CV Zone, the following shall be excluded from the calculation of maximum floor area:
- (i) For *Residential Use Type A*, unenclosed covered roof top amenity areas (but the height of these areas is included in the calculation of building height)
 - (ii) Open trellises
- (b) For *Dwellings, single family* and *Dwellings, two family or duplex*, 'floor area' on a site in the CV Zone shall mean the total projected area of all storeys and attics measured to the outside of the exterior walls and the total covered areas of decks and terraces, for all buildings, excluding:
- i. Any enclosed area used for the storage of vehicles up to but not exceeding a total floor area of 41 square metres per *Dwelling* unit;
 - ii. Accessory buildings, in addition to vehicle storage areas, up to but not exceeding a total floor area of 22.5 square metres per *Dwelling* unit;
 - iii. Those portions of the uppermost storey and/or attic where the vertical distance from the floor or top of the joists of the ceiling of the storey below, to the exterior of the roof above, does not exceed 1.7 metres, or where the space contained is rendered unusable and impassable by a truss or similar system or roof design required structurally so that it cannot be subsequently removed;
 - iv. *Crawl spaces* with a vertical clear height of less than 1.2 metres, measured from the underside of the joists or trusses of the storey above to the structural floor;
 - v. That portion of an open balcony or open terrace beneath a roof overhang that is less than 10% of total floor area, subject to a maximum exclusion from floor area of 37 square metres;
 - vi. The area of roof overhangs extending 1.2 metres or less; and
 - vii. Basement area per Section 130.08(4).
- (c) For *Residential Use Type B*, other than *Dwelling, single-family* and *Dwelling, two family or duplex*, 'floor area' shall be calculated in accordance with Section 120.21.

(2) Residential:

- (a) The combined total number of *Dwelling* units and floor area permitted for each residential use type in the CV Zone, for all Areas, shall not exceed the following maximums or be less than the following minimums:

Unit Type	Number of Units	Floor Area
<i>Dwelling, single family</i>	Maximum of 230 units	Maximum of 70,894 square metres
<i>Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex; Dwelling, townhouse units (not including townhouse units incorporated into the podium of or attached to Apartment buildings, which are counted as Apartment units)</i>	Minimum of 161 units	Minimum of 40,640 square metres
<i>Strata Apartment units</i>	Maximum of 2,583 units	Maximum of 308,200 square metres
<i>Rental Apartment units, market rental</i>	Minimum of 553 units	Minimum of 40,798 square metres
<i>Rental Apartment units, affordable rental</i>	Minimum of 184 units	Maximum of 13,575 square metres
<i>Total (excluding Secondary suites and Detached secondary suites, which are in addition)</i>	Maximum of 3,711 units	Maximum of 474,107 square metres

- (b) The unit count for *Dwelling, two family or duplex; Dwelling, triplex; Dwelling, fourplex; and Dwelling, townhouse* types applies to units in standalone ground-oriented multifamily buildings and does not include units at street level in *Apartment* buildings, which are to be counted as *Apartment* units.
- (c) The following regulations apply to lots for *Dwellings, single family*:
- i. At least 62 lots must be less than or equal to 558 square metres in *Site area*.

- ii. At most 75 lots may be greater than 558 square metres but less than or equal to 669 square metres in *Site area*.
 - iii. At most 47 lots may be greater than 669 square metres but less than or equal to 1,022 square metres in *Site area*.
 - iv. At most 37 lots may be greater than 1,022 square metres but less than or equal to 1,301 square metres in *Site area*.
 - v. At most 9 lots may exceed 1,301 square metres in *Site area*, but no lot may not be larger than 3,920 square metres in *Site area*.
- (d) In the CV Zone, a minimum of 25% of the market rental *Apartment* units and a minimum of 25% of the affordable rental *Apartment* units shall be 2-bedroom units. In the CV Zone, a minimum of 5% of the market rental *Apartment* units and a minimum of 5% of the affordable rental *Apartment* units shall be 3-bedroom units.
- (e) For the purposes of the CV Zone, no more than 225 *Assisted living, Community Care Facility, or Supportive Housing Use* units shall be considered market rental *Apartment* units and none of these unit types shall be considered affordable rental *Apartment* units. Any *Assisted living, Community Care Facility, or Supportive Housing Use* units in excess of a total count of 225 units are to be included in the count of strata *Apartment* units, regardless of whether the units are actually strata-titled.

(3) Commercial and Employment:

- (a) The total permitted floor area for commercial and employment space in each Area is limited based on the following minimum and maximum amounts:

Area	Floor Area
1A and 1B combined (Mixed Use Village Core South and Mixed Use Village Core North)	Minimum of 10,033 square metres of ground-floor retail and service space
2 (Multifamily Residential)	Maximum of 650 square metres
3 (Ground-Oriented Residential)	No commercial or employment space permitted
4 (Benchlands Employment)	Maximum of 12,077 square metres
5 (Community Use)	Maximum of 1,200 square metres

Total	Maximum of 35,359 square metres
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- (4) Other Non-Residential:
- (a) The total maximum floor area of Child Care in all areas combined is 3,700 square metres.
 - (b) The total permitted floor area for Other Non-Residential in each Area, excluding Child Care, is limited to the following maximum amounts:

Area	Floor Area
1A and 1B combined (Mixed Use Village Core South and Mixed Use Village Core North)	2,500 square metres
2 (Multifamily Residential)	2,000 square metres
3 (Ground-Oriented Residential)	500 square metres
4 (Benchlands Employment)	100 square metres
5 (Community Use)	7,000 square metres
Total	12,100 square metres

- (5) Covenant Registered on Title of Development Parcels:
- (a) Prior to the issuance of any building permit, a covenant under Section 219 of the Land Title Act, on terms satisfactory to the District’s Director of Planning and Development Services, must be registered on the title of the relevant parcel documenting the portion of the total development entitlements contained in the following sections of the CV zone that are being allocated by the building permit to the parcel: Section 750.05(2)(a) regarding residential unit count and floor area by unit type, Section 750.05(2)(c) regarding lots for *Dwellings, single family* by lot size category, Section 750.05(2)(d) regarding market rental *Apartment* units and affordable rental *Apartment* units by bedroom type, Section 750.05(3)(a) regarding commercial and employment space by Area, Section 750.05(4)(a) and (b), and Section 750.08(1) regarding building storeys and height by Area in this CV Zone.

750.06 Site Coverage

(1) The maximum *Site coverage* for specified buildings within Area 3 (Ground-Oriented Residential) shall be as follows:

Building Type	Site Coverage
Dwelling, single family	35% of <i>Site area</i> if <i>Site area</i> greater than 669 square metres; 40% of <i>Site area</i> if <i>Site area</i> less than 669 square metres
Dwelling, two family or duplex	40% of <i>Site area</i>

750.07 Floor Area Ratio

(1) The maximum floor area for specified buildings within Area 3 (Ground-Oriented Residential) shall be as follows:

Building Type	Floor Area Ratio
Dwelling, two family or duplex	0.45
Dwelling, single family	0.45 on a lot of 669 square metres or less in <i>Site area</i> ; 0.4 on a lot of 669 square metres and less than 1,022 square metres in <i>Site area</i> ; 0.35 on a lot of 1,022 square metre or more in <i>Site area</i>

750.08 Height

(1) Building and structure heights in Areas 1A, 1B, 2, 3, and 4 are limited to the following storey and height maximums:

Area	Storey and Height Maximums
Areas 1A and 1B combined: (Mixed Use Village Core South and Mixed Use Village Core North)	A maximum of 5 buildings up to the lesser of 25 storeys or 84 metres; All other buildings up to the lesser of 6 storeys or 21.5 metres
Area 2 (Multifamily Residential)	A maximum of 8 buildings up to the lesser of 25 storeys or 84 metres; All other buildings up to the lesser of 6 storeys or 21.5 metres

Area 3 (Ground-Oriented Residential)	3 storeys and 11.2 metres
Area 4 (Benchlands Employment)	For buildings only containing employment space: a maximum of 2 storeys plus a mezzanine and 18.3 metres; For buildings containing employment space and rental <i>Apartment</i> units: a maximum of 2 storeys plus a mezzanine for employment uses, plus up to 3 storeys for rental <i>Apartment</i> units and 28.2 metres

- (2) Building heights in Area 5 are limited to the following storey and height maximums:

Area	Storey and Height Maximums
Area 5 (Community Use)	4 storeys and 15.25 metres

- (3) For *Residential Use Type A*, elevator penthouses, solar energy systems, roof top patio access, guardrails and facilities, and mechanical equipment and enclosures are excluded from building storey consideration.
- (4) Notwithstanding Section 120.17, when calculating the height for all buildings as per Section 120.19, average grade is to be calculated from *Grade, finished* only (not *Grade, natural*).
- (5) For building types other than *Dwelling, single family*; *Dwelling, two family or duplex*; and *Dwelling, triplex* and notwithstanding Section 120.18(2), storeys below the ground floor shall not be included in determining the number of storeys in buildings, and for this purpose the ground floor of a building is the storey in which the main entrance or lobby, as the case may be, is located.
- (6) For building types other than *Dwelling, single family*; *Dwelling, two family or duplex*; and *Dwelling, triplex*, Section 120.20 does not apply.

750.09 Highest Building Face for Dwelling, single family and Dwelling, two family or duplex

- (1) 6.7 metres measured from the floor elevation of either the basement or main storey, whichever is lower.

750.10 Setbacks

- (1) The minimum setbacks for buildings within the CV Zone shall be 0.0 metres, except those setbacks provided for under Section 750.10(2).

Subject to Section 750.10(3), the minimum setbacks for

- (2) *Dwelling, single family and Dwelling, two family or duplex Dwelling* types shall be as follows:

Setback Minimum	
Front:	4.5 metres, except where a garage faces the street the minimum front setback for the garage is 7 metres
Rear:	5.0 metres
Side:	1.2 metres
Exterior Side:	2.0 metres

- (3) Side yard setbacks are only required where a *Dwelling* unit is not attached to another *Dwelling* unit.

750.11 Off-Street Parking and Bicycle Storage

- (1) Off-street parking shall be provided as follows:
 - (a) The number of parking spaces provided shall be in accordance with the following:

Use	Parking Ratio
<i>Residential Use Type A</i>	A minimum of 1 parking space per strata dwelling unit and a maximum of 1.85 parking spaces per strata dwelling unit;
	A minimum of 0.5 parking spaces per rental dwelling unit and a maximum of 1.6 parking spaces per rental dwelling unit; plus
	A minimum of 0.1 parking spaces per dwelling unit for visitor parking
<i>Residential Use Type B</i>	A minimum of 1 parking space per dwelling unit and a maximum of 2 parking spaces per dwelling unit on lots less than 1,301 square metres and a maximum of 3 parking spaces per dwelling unit on lots greater than 1,301 square metres
All uses in Area 4 (Employment Benchlands)	A minimum of 1 parking space per 55.7 square metres of gross floor area

Office in Areas 1A and 1B (Mixed Use Village Core South and Mixed Use Village Core North)	A minimum of 1 parking space per 37.5 square metres of gross floor area
<i>Community Retail and Service</i>	A minimum of 1 parking space per 37.5 square metres of gross floor area
Hotel	A minimum of 1 parking stall per 70 square metres of gross floor area
Any other permitted uses not included in the uses listed above in this table	A minimum of 1 parking space per 37.5 square metres of gross floor area

- (b) All off-street parking shall be provided in an underground structure except that off-street parking may be provided on the first or second storey within a building provided that such off-street parking must be screened from view at street level by landscaping or other uses such as residential or commercial space between the off-street parking and the building frontage.
- (c) Section 142.06(1) shall not apply in the CV Zone.

- (2) Bicycle storage within the CV Zone shall be provided as follows:
 - (a) Secure bicycle storage regulations under Section 143.01 shall apply in the CV Zone.
 - (b) Short-term bicycle parking regulation under Section 143.02 shall apply in the CV Zone.

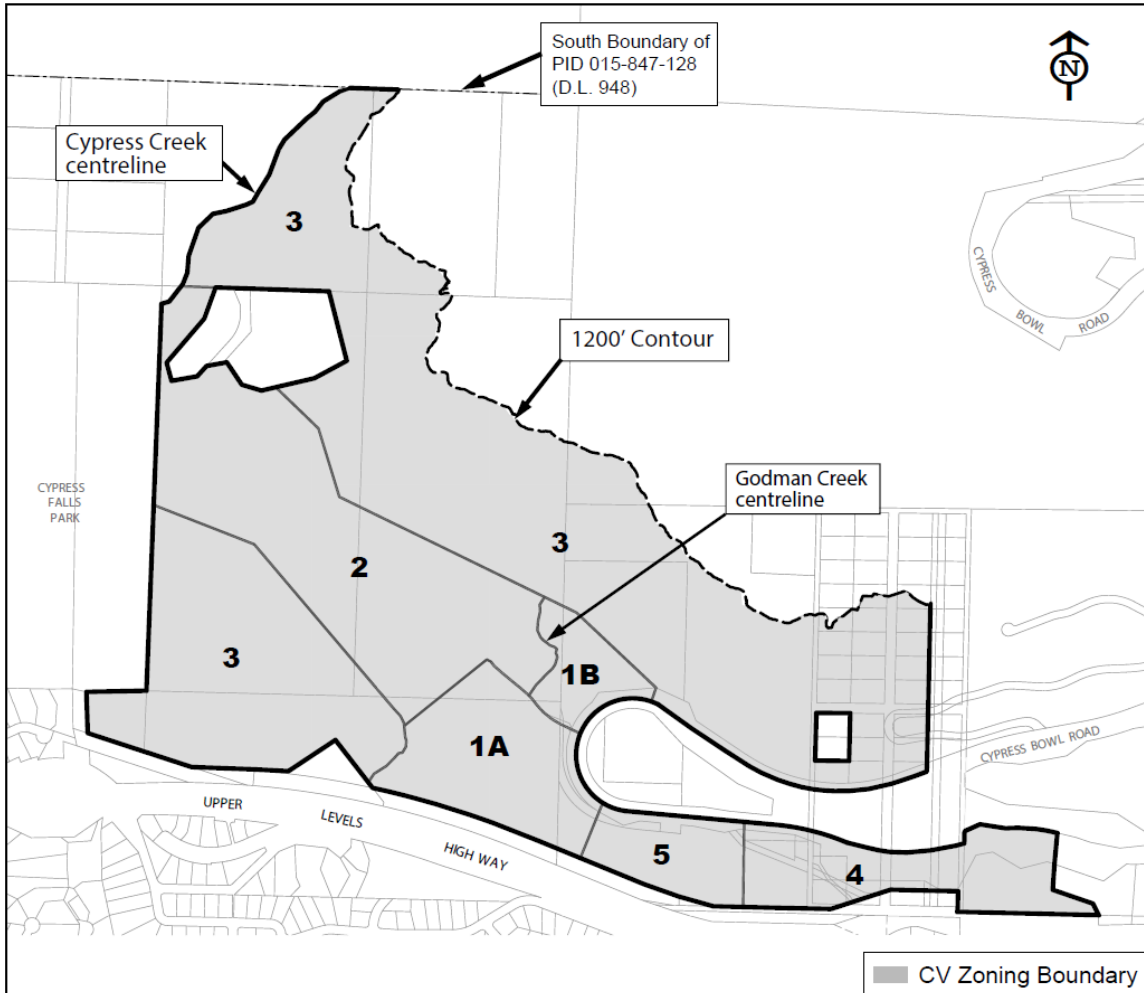
750.12 Landscaping and Retaining Walls

- (1) Notwithstanding Section 120.22, the following regulations will apply to retaining walls in the CV Zone:
 - (a) For *Dwelling, single family* and *Dwelling, two family and duplex* sites, retaining walls that are not subject to Development Permit review and approval have the following conditions:
 - i. "Natural grade" shall be the grade established under a development permit for subdivision and construction of roads and services.
 - ii. The minimum setback between approximately parallel retaining walls of a retaining wall system is 1.2m;
 - iii. The 'grade line' illustrated in 120.22 calculated at any rear or side lot line shall be 2.4m at PL, then 45 degrees slope (1:1 setback);
 - iv. The maximum number of walls in a retaining wall system is three (3).
- (2) Any portion of a site not occupied by buildings, driveways or pedestrian walkways shall be landscaped and this landscaping shall be maintained.

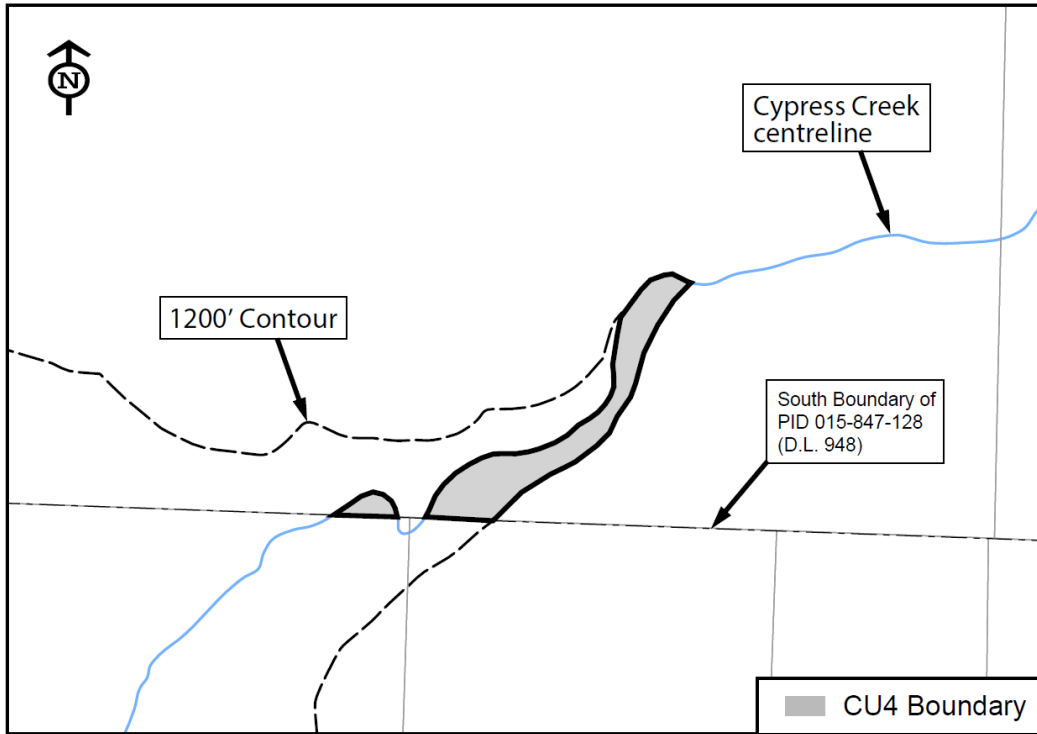
Schedule B – Zoning Maps Amendment (Eagleridge and Cypress Village)

Amendment to Zoning Bylaw No. 4662, 2010, Section 852, Schedule 2, Zoning Maps.

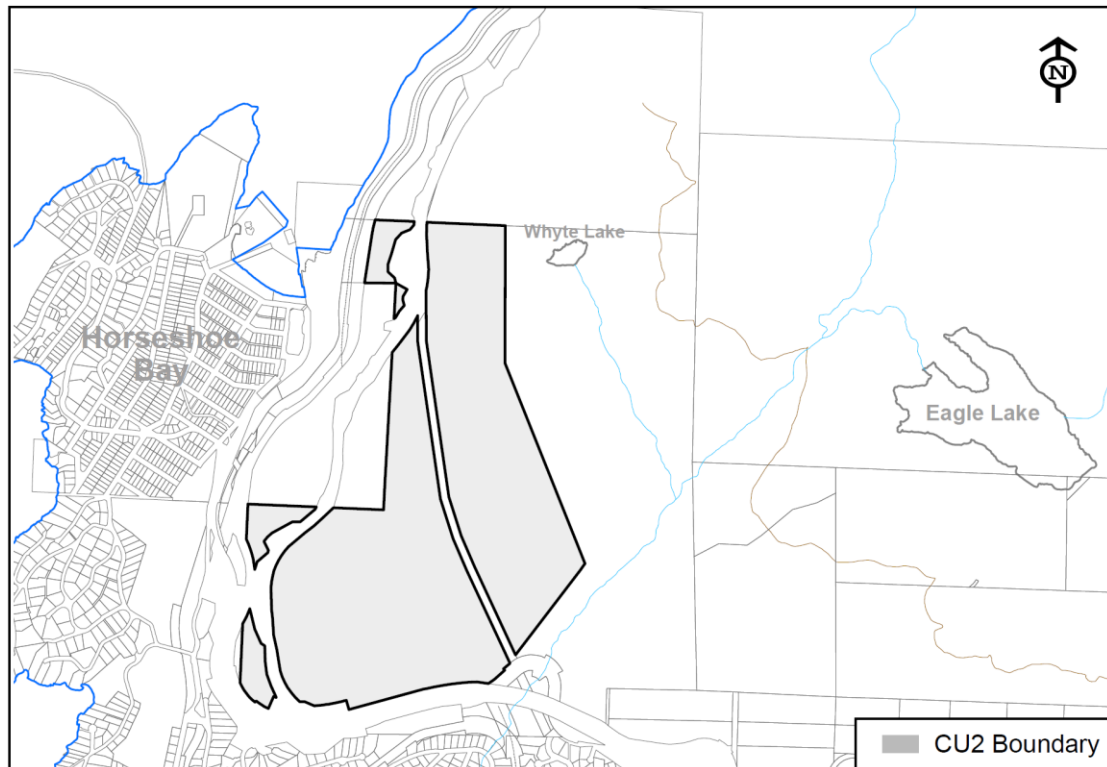
Schedule B1: The entire area shown shaded on the map below is rezoned to CV – Cypress Village Zone.



Schedule B2: The area shown shaded on the map below is rezoned to CU4 – Community Use Zone 4.



Schedule B3: The area shown shaded on the map below is rezoned to CU2 - Community Use Zone 2.



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District of West Vancouver

**Park Dedication Bylaw No. 5213, 2024
(Eagleridge)**

Effective Date:

Park Dedication Bylaw No. 5213, 2024

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District of West Vancouver

Park Dedication Bylaw No. 5213, 2024

A bylaw to dedicate as park lands in Eagleridge

WHEREAS pursuant to Section 30 of the *Community Charter*, a Council of a municipality may, by bylaw adopted by 2/3 of all members of Council, dedicate municipal land for municipal park purposes;

NOW THEREFORE, the Council of the Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

1.1 This bylaw may be cited as Park Dedication Bylaw No. 5213, 2024.

Part 2 Severability

2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Dedication of the Eagleridge Lands

3.1 All of the land shown on the map attached to this bylaw as Schedule A, and more particularly described as follows, is dedicated for park purposes:

Parcel Identifier Number: 015-906-094

Legal Description: LOT A (REFERENCE PLAN 1328) DISTRICT LOT 2386 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT: PORTIONS IN REFERENCE PLANS 987 AND 1831 AND PART IN HIGHWAY PLAN 52 AND PART DEDICATED ROAD ON PLAN BCP23205

("Lot A Plan 1328");

and

Parcel Identifier Number: 015-906-183

Legal Description: DISTRICT LOT 2386 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PORTIONS IN REFERENCE PLANS 1328,1831, 4095 AND PART IN HIGHWAY PLAN 52 AND PART DEDICATED ROAD ON PLAN BCP23205

(*"District Lot 2386"*);

and

Parcel Identifier Number: 024-293-431

Legal Description: LOT A (REFERENCE PLAN 1831) DISTRICT LOT 1495 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT: FIRSTLY: PART IN HIGHWAY PLAN 52; SECONDLY: PART DEDICATED ROAD ON PLAN BCP23203

(*"Lot A Plan 1831"*);

and

Parcel Identifier Number: 015-848-353

Legal Description: LOT F (EXPLANATORY PLAN 9412) DISTRICT LOT 1494 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT: FIRSTLY: PART IN HIGHWAY PLAN 52; SECONDLY: PART IN PLAN LMP25925; THIRDLY: PART IN HIGHWAY PLAN 118; FOURTHLY: PART IN HIGHWAY PLAN 126; FIFTHLY: PART IN HIGHWAY PLAN 12; SIXTHLY: PART PLAN LMP49608; SEVENTHLY: PART DEDICATED ROAD ON PLAN BCP23208; EIGHTHLY: PART DEDICATED ROAD ON PLAN BCP23212; NINETHLY: PART NOW ROAD SEE EPP64645; TENTHLY: PART NOW ROAD SEE EPP64646; ELEVENTHLY: PART NOW ROAD SEE EPP64647; TWELFTHLY: PART NOW ROAD SEE EPP64648; THIRTEENTHLY: PART NOW ROAD SEE EPP66708

(*"Lot F"*);

and

Parcel Identifier Number: 015-848-329

Legal Description: LOT E (EXPLANATORY PLAN 9412) DISTRICT LOT 1494 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PARTS DEDICATED ROAD ON PLAN BCP23208 AND EPP64648

(*"Lot E"*);

and

Parcel Identifier Number: 015-946-916

Legal Description: BLOCK B (REFERENCE PLAN 2164) DISTRICT LOT 1493 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PORTIONS

IN REFERENCE PLAN 4162 AND HIGHWAY PLAN 52 AND PART DEDICATED ROAD ON PLAN BCP 23218

(*“Block B”*);

and

Parcel Identifier Number: 015-871-771

Legal Description: DISTRICT LOT 3475 GROUP 1 NEW WESTMINSTER DISTRICT

(*“District Lot 3475”*);

and

Parcel Identifier Number: 015-947-009

Legal Description: DISTRICT LOT 1496 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT PART IN PLAN 20120

(*“District Lot 1496”*);

and

Parcel Identifier Number: 007-057-164

Legal Description: LOT G DISTRICT LOT 1494 PLAN 19214

(*“Lot G”*);

- 3.2 All of the land described in section 3.1 is referred to in this bylaw as the “Eagleridge Lands”.

Part 4 Permitted Uses

The dedication of the Eagleridge Lands as park shall not be interpreted as limiting or restricting:

- 4.1 Uses authorized by charges registered against title to any of the parcels comprising the Eagleridge Lands as of the date of the adoption of this bylaw; or
- 4.2 Uses, including buildings, structures, reservoirs, access roads and other utility works, associated with the provision of municipal water, sewer and drainage services.

Schedules

Schedule A – Map of the Eagleridge Lands

READ A FIRST TIME on (date)

READ A SECOND TIME on (date)

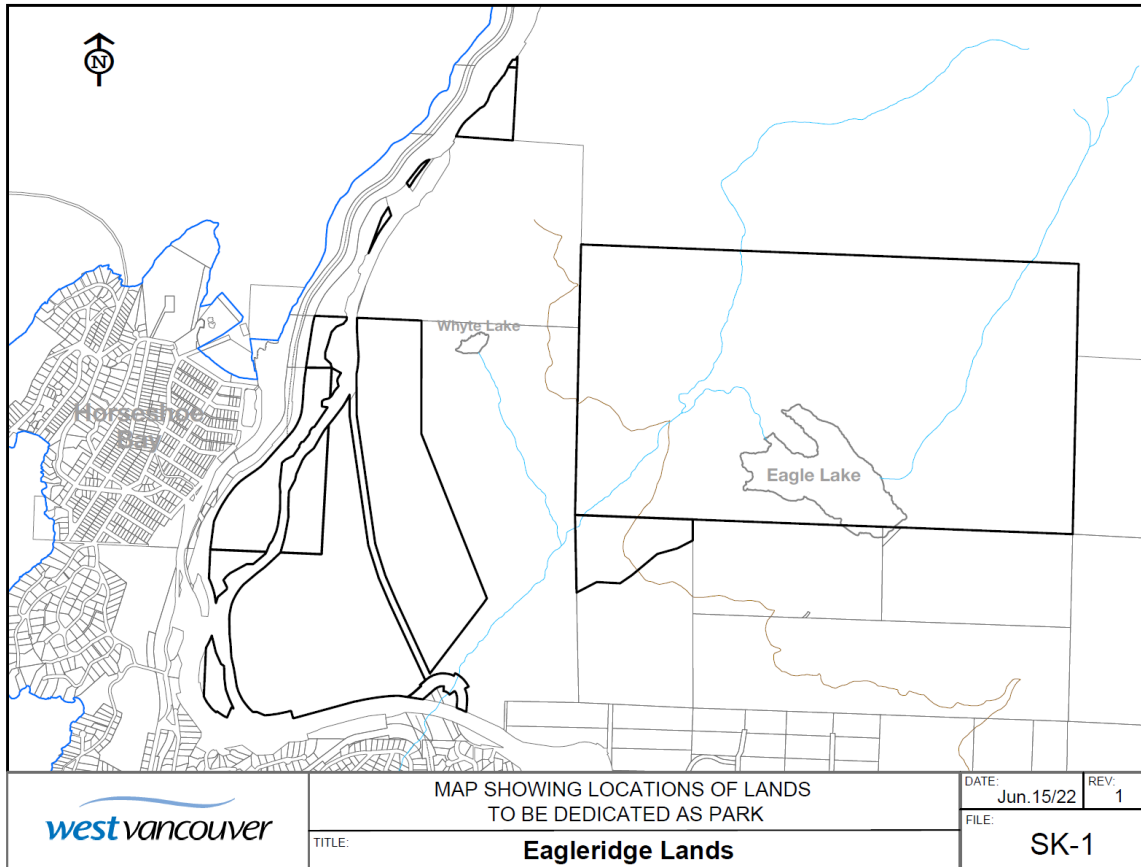
READ A THIRD TIME on (date)

ADOPTED by an affirmative vote of at least 2/3 of all the members of Council on (date)

Mayor

Corporate Officer

Schedule A – Map of the Eagleridge Lands



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District of West Vancouver

**Phased Development Agreement
Authorization Bylaw No. 5207, 2024**
(Cypress Village)

Effective Date:

District of West Vancouver

**Phased Development Agreement
Authorization Bylaw No. 5207, 2024**
(Cypress Village)

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District of West Vancouver

Phased Development Agreement Authorization Bylaw No. 5207, 2024

(Cypress Village)

A bylaw to enter into a Phased Development Agreement.

WHEREAS a local government may, by bylaw, enter into a phased development agreement with an owner of land; and

WHEREAS Council published notices of its intention to enter into a phased development agreement with British Pacific Properties Limited, and held a public hearing in respect of this bylaw in accordance with the Local Government Act;

NOW THEREFORE, the Council of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Phased Development Agreement Authorization Bylaw No. 5207, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Authorizes a Phased Development Agreement

- 3.1 Attached to this bylaw as Schedule "A" and forming part of this bylaw is a copy of the Cypress Village Phased Development Agreement between the District of West Vancouver and British Pacific Properties Limited.
- 3.2 The District is hereby authorized to enter into the Cypress Village Phased Development Agreement, and the Mayor and Clerk are authorized to execute the Cypress Village Phased Development Agreement on behalf of the District.

- 3.3 Council delegates to the Director of Planning and Development Services, the authority to agree to minor amendments to the Cypress Village Phased Development Agreement.

Schedules

Schedule A – Cypress Village Phased Development Agreement

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

Schedule A – Cypress Village Phased Development Agreement

**CYPRESS VILLAGE
PHASED DEVELOPMENT AGREEMENT**

THIS AGREEMENT is dated for reference April 16th, 2024,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipal corporation pursuant to the *Local Government Act* and having its offices at 750 – 17th Street, West Vancouver, B.C., V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, a company incorporated under the laws of British Columbia, and having its offices at 1001 – 100 Park Royal, West Vancouver, B.C., V7T 1A2

(“**BPP**”)

WHEREAS:

- A. Capitalized terms in these recitals have the meanings given to them in Schedule “B”;
- B. The District is the registered owner in fee simple of the District Lots and has ownership and possession of certain unopened portions of roadways comprising the District Closed Roads;
- C. BPP is the registered owner in fee simple of the BPP Lands and the Eagleridge Lands;
- D. To facilitate the Cypress Village Development, the District and BPP have entered into the Cypress Village Land Agreement pursuant to which BPP will transfer the Eagleridge Lands to the District and the District will transfer to BPP the District Lands (which include the District Lots and the District Closed Roads) and will provide to BPP the District’s payment of compensation referred to therein and, provided the District is able to acquire them, the District’s transfer of the MoTI Lands;
- E. The District has brought forward to Council for consideration the Cypress Village Bylaws for, *inter alia*, the CV Lands for the purposes of permitting the Cypress Village Development and upon acquisition of the Eagleridge Lands, the District will bring forward to Council for consideration the Park Dedication Bylaw for the purposes of dedicating the Eagleridge Lands as municipal park in perpetuity in accordance with the terms of the Cypress Village Land Agreement and as contemplated by the Cypress Village ADP;
- F. The Cypress Village Development will have active transportation connections to Area 5 and Area 6 of the Rodgers Creek Development;
- G. As a condition of advancing the Cypress Village Bylaws to the District’s Council for Public Hearing, BPP has undertaken to provide the PDA Amenities and Infrastructure as set out in this Agreement, in

conjunction with the development of the CV Lands and accordingly, the parties wish to ensure that the specified provisions of the Zoning Bylaw, CV Cypress Village Zone, the Subdivision Control Amendment Bylaw and Schedule G of this Agreement (which, for the CV Lands, supersedes the Subdivision Control Bylaw pursuant to the Subdivision Control Amendment Bylaw) continue to apply to the CV Lands for the Term and that the CV Lands are developed in accordance with the terms and conditions set out in this Agreement;

- H. BPP can only viably proceed with the Cypress Village Development, the provision of the PDA Amenities and Infrastructure, the expenditure of necessary off-site infrastructure costs, at the times contemplated herein, if BPP obtains the assurances provided herein that subsequent changes to the Specified Bylaw Provisions governing the development of the CV Lands are restricted as provided herein;
- I. The District wishes to establish a comprehensive mechanism to guide the future of the Cypress Village Development that reflects the environmental, social and economic elements of sustainability in keeping with its Official Community Plan and Cypress Village ADP objectives and to secure the amenities provided for herein, including the transfer of ownership of the Eagleridge Lands from BPP to the District in accordance with the Cypress Village Land Agreement, all of which is integral to the adoption by Council of the Cypress Village Bylaws;
- J. The Council has given notice, held a public hearing, obtained approval from the Inspector of Municipalities and has, by bylaw, authorized the execution of this Agreement;
- K. To facilitate the various transactions contemplated by the Agreement:
 - (i) the District and BPP have entered into the Cypress Village Land Agreement; and
 - (ii) Council has enacted:
 - a. the DCC Bylaw Amendment Bylaw;
 - b. the Subdivision Control Amendment Bylaw;
 - c. the Cypress Village DCC Expenditures Bylaw;
 - d. the Cypress Village OCP Amendment Bylaw;
 - e. the Cypress Village Reserve Fund Establishment Bylaw;
 - f. the Cypress Village Zoning Amendment Bylaw;
 - g. the Road Closure Bylaws;
 - h. the Regulatory Bylaw Amendments;
 - i. the Waterworks Regulation Amendment Bylaw;
 - j. the Sewerage and Drainage Works Regulation Amendment Bylaw; and
 - (iii) During the period commencing on the date of final adoption of the Cypress Village Zoning

Amendment Bylaw and the date that is the earlier of the date the First Closing completes under the Land Agreement or January 31, 2025, or such other date as the parties may otherwise agree to in writing (the “**Waiver Period**”) BPP has agreed, under Section 3.2 hereof, not to seek any compensation or damages from the District in connection with the adoption of the Cypress Village Zoning Amendment Bylaw for the Eagleridge Lands;

- (iv) Council has resolved to direct District staff to undertake and carry out administrative steps and tasks that staff consider necessary to implement the design, procurement, and construction of the CV Fire Station; and
- (v) Council has resolved to allocate funds from the Community Amenity Reserve Fund for the purposes of constructing the CV Fire Station.

L. In view of the foregoing, the District and BPP are prepared to enter into this Agreement.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, BPP and the District agree pursuant to Section 516 of the *Local Government Act* as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.0 **Definitions.** In this Agreement capitalized terms have the meanings set out in Schedule “B”.
- 1.1 **Headings.** The headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- 1.2 **Use of the word Including.** The word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope, save and except where the use of the word “including” is followed by the word “only” or another restrictive qualifier.
- 1.3 **Currency.** A reference to currency means Canadian currency.
- 1.4 **Legislation.** A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that amends, supplements, re-enacts or supersedes such statute or any such regulation.
- 1.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with laws applicable in the Province of British Columbia.
- 1.6 **Time.** A reference to time or date is to the local time or date in West Vancouver, British Columbia.
- 1.7 **Interpretation.** A word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- 1.8 **Approvals.** A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice.

1.9 **Section References.** A reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

1.10 **Schedules.** The following Schedules are attached to and form part of this Agreement:

“A” CV Lands and Eagleridge Lands

“B” Definitions

“C” CV Child Care Facilities Terms of Reference

“D” Local Parks, Park Improvements, Plazas and Natural Areas

“E” Independent Transit Service

“F” Market Rental Housing – Unit Count Thresholds

“G” Servicing Standards

“H” Responsibility and Cost Allocations for Certain Cypress Village Infrastructure

“I” CV Applications Review Office Agreement

“J” Sustainability and Adaptable Housing Standards

“K” Non-Market Rental Housing Sites

“L” Commercial Precincts within the Mixed-Use Village Core

“M” Subdivision Servicing Agreement

“N” Terms for CV Works and Services in Schedule “H”

2. APPLICATION OF AGREEMENT

2.1 This Agreement applies to the CV Lands and to no other land.

3. CONDITIONS PRECEDENT AND WAIVER OF CERTAIN CLAIMS

3.1 The obligations of the parties under this Agreement are subject to the fulfillment of the following mutual conditions precedent:

- (a) enactment by Council of the Cypress Village Bylaws;
- (b) enactment by Council of the Cypress Village DCC Expenditures Bylaw;
- (c) enactment by Council of the Cypress Village Reserve Fund Establishment Bylaw;
- (d) enactment by Council of the DCC Bylaw Amendment Bylaw;

- (e) enactment by Council of the Road Closure Bylaws;
- (f) enactment by Council of the Regulatory Bylaw Amendments;
- (g) adoption by Council of a resolution transferring \$13,000,000 from the Community Amenity Reserve Fund, which funds were collected from community amenity contributions from Rodgers Creek, to the Cypress Village Reserve Fund and permitting the expenditure of such amount for the purposes of the District’s construction of the CV Fire Station; and
- (h) the District and BPP entering into the Cypress Village Land Agreement.

3.2 During the Waiver Period, BPP irrevocably waives, and releases the District from, any claim for compensation for a reduction in the value of the Eagleridge Lands or for any loss or damages that might result from the adoption of the Cypress Village Zoning Amendment Bylaw, even though such claims might not be barred by Section 458 of the *Local Government Act*, and BPP agrees to be bound by this waiver and release regardless of whether any other conditions precedent in Sections 3.1(a) to (g) of this Agreement are fulfilled and regardless of any termination of this Agreement. For certainty, the parties acknowledge and agree that the waiver of claims set out in this Section 3.2 does not apply in the event that the Eagleridge Lands are rezoned under the Cypress Village Zoning Amendment Bylaw but either: (a) the Land Agreement is not entered into; or (b) the Land Agreement is entered into but the First Closing under the Land Agreement does not complete for any reason whatsoever, other than by reason of BPP’s default thereunder.

4. SPECIFIED BYLAW PROVISIONS

4.1 For the Term of this Agreement, any amendment or repeal of the Specified Bylaw Provisions shall not apply to the CV Lands, subject to Section 6 below and subject to:

- (a) the express limits set out in Section 516(6) of the *Local Government Act*;
- (b) the termination of this Agreement under Section 6; or
- (c) changes that BPP agrees to in writing shall apply.

5. TERM OF AGREEMENT

5.1 The Term of this Agreement is twenty (20) years from the date of adoption of the Cypress Village Phased Development Authorization Bylaw (the “**Term**”).

6. TERMINATION

6.1 The parties may terminate this Agreement at any time by written mutual agreement.

6.2 If BPP does not comply with a provision of Sections 8.1 to 8.13 of this Agreement (a “**Default**”), other than as a result of or due to an act or omission of the District, and the District gives BPP written notice of the Default (the “**Default Notice**”), BPP will correct the Default within ninety (90) days after receipt of the Default Notice to the satisfaction of the District, failing which the District may at its option terminate this Agreement. In the event this Agreement is terminated by the District pursuant to this

Section 6.2:

- (a) BPP shall have no right to recover any portion of the PDA Amenities and Infrastructure it might have provided to the District prior to the Default, and the District shall have no further obligations under this Agreement, provided that BPP will, notwithstanding any termination, be entitled to payment by the District of any monies, including DCC Reserve Funds, payable by the District to BPP in connection with any PDA Amenities and Infrastructure provided by BPP prior to the date of termination of this Agreement and the District will be obligated to pay BPP such amounts; and
- (b) BPP will have no further obligation to provide any PDA Amenities and Infrastructure not yet provided as of the date of such termination.

6.3 If a Default requires longer than ninety (90) days to remedy, this Agreement will terminate if BPP has failed to substantially commence remedying such Default within ninety (90) days after receipt of the Default Notice to the satisfaction of the District and further has failed to substantially complete remedying the Default within six (6) months after receipt of the Default Notice to the reasonable satisfaction of the District.

7. DEVELOPMENT REQUIREMENTS

7.1 Except as expressly provided in this Agreement, nothing in this Agreement shall relieve BPP from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the subdivision and development of the CV Lands, or any portion thereof, and without limiting the generality of the foregoing, BPP shall remain fully responsible to ensure that the development of the CV Lands, or any portion thereof, is in full compliance with all requirements of the bylaws of the District, including without limitation those respecting land development, zoning, subdivision and building construction.

7.2 Without limiting the generality of Section 7.1, in connection with any application for approval of subdivision or development of the CV Lands, or any portion thereof, BPP must obtain all permits required under the District's bylaws, as amended from time to time, and in respect of any subdivision must obtain the approval of the Approving Officer, and must comply with all applicable enactments and bylaws in connection with that subdivision.

7.3 The parties acknowledge that the Approving Officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the Approving Officer in respect of any application to subdivide the CV Lands.

8. PDA AMENITIES AND INFRASTRUCTURE AND RELATED PAYMENTS

8.1 PDA Amenities and Infrastructure and Related Payments

8.1.1 BPP shall provide the amenities and infrastructure set out in Sections 8.1 to 8.13 hereof, being:

- (a) Eagleridge Lands (Section 8.2);
- (b) CV Fire Station Contribution (Section 8.3);
- (c) CV Community Centre Contribution (Section 8.4);
- (d) CV Child Care Facilities (Section 8.5);
- (e) McGavin Field Contribution (Section 8.6);

- (f) Local Parks, Park Improvements and Plazas and Natural Areas (Section 8.7);
- (g) Hiking trails and mountain biking trails (Section 8.8);
- (h) Independent Transit Service (Section 8.9);
- (i) Rental Housing (Section 8.10);
- (j) On-Site and Off-Site Infrastructure (Section 8.11);
- (k) CV Applications Review Office (Section 8.12); and
- (l) Sustainability and Adaptable Housing Standards (Section 8.13),

(collectively, the “**PDA Amenities and Infrastructure**”).

8.1.2 The District and BPP acknowledge and agree that BPP is providing the amenities contemplated in this Agreement to address the impacts of growth on the community resulting from the Cypress Village Development.

8.1.3 If BPP fails to fulfill an obligation under this Agreement, the District or the Approving Officer may, without limiting any other remedies it might have, withhold or refuse any approvals or permits for subdivision, construction or development or any related activities in the Cypress Village Area.

8.1.4 The District will transfer, lease or otherwise provide to School District 45, for a nominal sum, a site (the “**School Site**”) for School District 45 to build and operate a permanent elementary school in the Cypress Village Area, provided each of the following conditions is satisfied:

- (a) School District 45 has notified the District in writing that it intends to build and operate a permanent elementary school in the Cypress Village Area;
- (b) School District 45 has confirmed to the District in writing that, if necessary to fit on the available site, the elementary school can be a multi-storey building;
- (c) School District 45 has confirmed to the District in writing that it accepts the School Site, which will be a portion of PID 025-467-450, Lot 1, District Lot 888, Group 1, New Westminster District, Plan BCP389 identified by the District, acting reasonably, east of the CV Community Centre and west of the McGavin Sports Field, sufficient in size to accommodate an elementary school building but not a playing field, and sized such that the School Site does not compromise the ability for the District to accommodate the CV Community Centre and McGavin Sports Field;
- (d) the District, acting reasonably, is satisfied that the School District has sufficient capital funding to build a permanent elementary school at the School Site;
- (e) School District 45 has confirmed to the District in writing that it accepts the terms (e.g. lease duration) of the transfer, lease, or provision of the School Site which will be established by the District, acting reasonably, provided that the terms will not unreasonably prevent or limit the construction and operation of an elementary school at the School Site;
- (f) School District 45 has entered into an agreement with the District for the non-exclusive use of McGavin Field during normal school hours and assigning a reasonable share of the costs of maintaining McGavin Field to the School District; and
- (g) School District 45 provides assurances satisfactory to the District, acting reasonably, that the School Site will not be used except for the elementary school.

8.1.5 During the Term, prior to the transfer, lease, or other disposition of the School Site to School District 45, the District will ensure that the School Site is not developed by or on behalf of the District and remains available for transfer, lease or other disposition to School District 45 as contemplated in Section 8.1.4.

8.1.6 The District will be liable for a breach of Section 8.1.4 only if the District fails to make all reasonable efforts to provide the School Site to School District 45 as contemplated in Section 8.1.4.

8.1.7 The District, at its sole discretion, may discuss opportunities with School District 45 for the School District's joint use of space in the CV Community Centre, on terms satisfactory to the District, but nothing in this Agreement obligates the District to do so.

8.2 Eagleridge Lands

8.2.1 BPP shall transfer the Eagleridge Lands to the District, free of any encumbrances other than as specifically contemplated by the Cypress Village Land Agreement.

8.2.2 Subject always to Section 15.1, the District will, in accordance with the terms of the Cypress Village Land Agreement, bring forward to Council for consideration the Park Dedication Bylaw for the purposes of dedicating the Eagleridge Lands as municipal park, by bylaw, but nothing in this Agreement is intended to oblige Council to adopt the Park Dedication Bylaw.

8.2.3 Further to Section 516(3)(h) and 516(4) of the *Local Government Act*, the District agrees that, when it exercises its authority under Section 510 of the *Local Government Act* in regards to a subdivision of all or a part of the CV Lands, it shall not require the dedication of any land for park, or the payment of cash in lieu monies for park land, except as expressly contemplated in this Agreement and the Cypress Village ADP.

8.3 CV Fire Station Contribution

8.3.1 In this Section 8.3, completion of the CV Fire Station means the CV Fire Station is operational and in use for its intended purpose.

8.3.2 Within 30 days of the District completing the CV Fire Station, and notifying BPP verbally or in writing, BPP will pay the District \$476,000 (the "**BPP CV Fire Station Contribution**").

8.3.3 For certainty, other than the BPP CV Fire Station Contribution, the design and construction of the CV Fire Station shall be at the District's expense using funds pursuant to Section 3.1(g) and other District funding sources if needed.

8.3.4 If the District has not completed the CV Fire Station within 5 years of the date of the District and BPP having entered into this Agreement, and the District is unable to issue Occupancy Permits for buildings in the Cypress Village Area only because the CV Fire Station is not complete, the District may, at its option:

(a) implement temporary fire protection measures so that Occupancy Permits may be issued; or,

(b) notify BPP, in writing, of the temporary fire protection measures BPP may implement such that Occupancy Permits may be issued.

- 8.3.5** If the District provides notice in writing to BPP under Section 8.3.4(b), BPP may implement the temporary fire protection measures and deduct its reasonable costs of doing so from the BPP CV Fire Station Contribution, and if BPP's reasonable costs exceed the amount of the BPP CV Fire Station Contribution, the District shall pay BPP the excess amount within 30 days of receiving BPP's invoice. The District's obligation under this Section 8.3.5 shall survive the expiry or termination of this Agreement and applies even if such temporary fire protection measures must be implemented in perpetuity.
- 8.3.6** For the purpose of determining BPP's reasonable costs under Section 8.3.5, the District may request from BPP such documentation as the District reasonably requires, in which case, if applicable, the District shall pay BPP the excess amount within 30 days of receiving the requested documentation.
- 8.3.7** If the District does not pay BPP an amount owing for BPP's excess costs of implementing temporary fire safety measures pursuant to Sections 8.3.5 and 8.3.6, BPP may reduce the amount of its McGavin Field Contribution by the unpaid amount, if such McGavin Field Contribution has not already been paid by BPP to the District in accordance with Section 8.6 below. If BPP reduces the amount of the McGavin Field Contribution by the unpaid amount, the District will remain responsible to pay BPP any portion of the unpaid amount outstanding after such reduction. The District's obligation under this Section 8.3.7 shall survive the expiry or termination of this Agreement.
- 8.3.8** Other than its right to recover its costs of implementing temporary fire protection measures under Section 8.3.5, BPP waives any other legal or equitable claim it might have against the District in connection with the District's failure to construct the CV Fire Station by any particular date, or to any particular standard, or at all.
- 8.3.9** The following further conditions shall apply to the funding, design, and construction of the CV Fire Station, but these conditions are stated only to reflect the intention of the parties and other than the right to recover its costs of implementing temporary fire protection measures under Section 8.3.5, BPP shall have no remedy against the District if the District fails to comply with any of these conditions:
- (a) the District will use commercially reasonable efforts to complete the design of the CV Fire Station so that a Building Permit can be issued for the CV Fire Station no later than two (2) years and six (6) months from the date of the District and BPP having entered into this Agreement, and to commence construction of the CV Fire Station no later than three (3) years from the date of the District and BPP having entered into this Agreement; and
 - (b) commencing 18 months after the date of this Agreement, every 6 months BPP may request updates from the District, which the District will provide to BPP, about the status of the CV Fire Station and the District's opinion as to whether the CV Fire Station is likely to be complete within 5 years of the District and BPP having entered into this Agreement.

8.4 CV Community Centre Contribution

- 8.4.1** Unless the parties agree that BPP will construct, or complete the construction of, the CV Community Centre on behalf of the District or BPP becomes entitled to construct or complete the construction of the CV Community Centre in accordance with Section 8.4.6 or Section 8.4.7 below, the District will construct the CV Community Centre and BPP will pay the District an amount equal to \$23,100,000 inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential

Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date the District awards a construction contract for the CV Community Centre (the “CV Community Centre Contribution”), as follows:

- (a) BPP will pay the CV Community Centre Contribution in cash, for deposit directly into the Cypress Village Reserve Fund;
- (b) BPP will pay \$2.3 million of the CV Community Centre Contribution no later than thirty (30) days after the District notifies BPP of the award of a contract for the design of the CV Community Centre;
- (c) BPP will pay 50% of the outstanding amount of the CV Community Centre Contribution no later than thirty (30) days after the District notifies BPP of the award of a construction contract for the CV Community Centre;
- (d) BPP will pay the balance of the CV Community Centre Contribution, less 10% of the total amount of the CV Community Centre Contribution, forthwith upon Substantial Completion of the CV Community Centre; and
- (e) BPP will pay the outstanding 10% of the CV Community Centre Contribution 55 days after Substantial Completion,

it being acknowledged and agreed by the parties that:

- i. the amount of the CV Community Centre Contribution will be subject to any deductions made pursuant to Section 8.7.8 [*Local Parks DCC Reserve Funds*], Section 8.11.7 [*Drainage DCC Reserve Funds*], Section 8.11.8 [*Underground Wiring DCC Reserve Funds*] and 8.11.10 [*Water Reserve Funds*];
- ii. the interest accrued in the Cypress Village Reserve Fund will be for the benefit of the District and will be used by the District in accordance with Section 189 of the *Community Charter* and will not reduce the CV Community Centre Contribution;
- iii. the District will apply 100% of the CV Community Centre Contribution towards the costs of the design and construction of the CV Community Centre, which may include soft costs, hard costs, project management costs, overhead costs (capped at 10%), and all fees to obtain regulatory approval related to the CV Community Centre; and
- iv. the District will be responsible for all costs over and above the amount of the CV Community Centre Contribution to deliver the CV Community Centre.

8.4.2 The CV Community Centre will have a gross floor area of at least 24,000 square feet, unless BPP, in its sole discretion, agrees to a smaller floor area, but BPP's agreement to a smaller floor area will not reduce the amount of the CV Community Centre Contribution.

8.4.3 Commencing twenty-four (24) months after the date of this Agreement, every six (6) months BPP may request updates from the District, which the District will provide to BPP, about the status of the planning, design, and construction of the CV Community Centre and the District's opinion as to whether the CV Community Centre is likely to be completed within 8 years of the date of the District and BPP

having entered into this Agreement.

8.4.4 Other than the right to recover the CV Community Centre Contribution, or any portion thereof, BPP waives any legal or equitable claim it might have against the District in connection with the District's failure to construct or complete the construction of the CV Community Centre by any particular date, or to any particular standard, or at all. If the District Substantially Completes the CV Community Centre, the entire amount of the CV Community Centre Contribution shall be deemed to have been used regardless of the District's actual costs.

8.4.5 The following further conditions shall apply to the design and construction of the CV Community Centre, but these conditions are stated only to reflect the intention of the parties and other than its option to design and deliver the CV Community Centre under Section 8.4.6 or Section 8.4.7, BPP shall have no remedy against the District in law or equity if the District fails to comply with any of these conditions:

- (a) the functional program and design of the CV Community Centre will be similar to the Gleneagles Community Centre;
- (b) at the commencement of the functional program and design process, the District will meet with BPP to receive BPP's suggestions on the functional program and design of the CV Community Centre and, prior to finalization, the District will give BPP an opportunity to review and comment on the proposed functional program and design. Notwithstanding this consultation with BPP, the final functional program and design will be at the District's sole discretion;
- (c) the CV Community Centre will have a "look and feel" of the same quality as the Cypress Village Development and will integrate seamlessly with the Cypress Village Development; and
- (d) the District will use commercially reasonable efforts to obtain an Occupancy Permit for the CV Community Centre by that date that is the later of eight (8) years of the date of the District and BPP having entered into this Agreement and the date of Occupancy of the 1,400th Unit on the CV Lands. To meet this timeframe, the District will use commercially reasonable efforts to:
 - i. on or before the date of issuance of a Building Permit for the 800th Unit on the CV Lands, enter into a design contract with an architectural firm to begin the design of the CV Community Centre; and
 - ii. no later than twenty-four (24) months after the issuance of a Building Permit for the 800th Unit on the CV Lands, enter into a construction contract with a general contractor to construct the CV Community Centre.

8.4.6 If the District has not entered into a design contract for the design of the CV Community Centre by the date set out in Section 8.4.5(d)(i) the District agrees that BPP may, at BPP's option, use the CV Community Centre Contribution to design and deliver to the District the CV Community Centre in accordance with Section 8.4.8 below.

8.4.7 If the District has entered into the design contract contemplated in Section 8.4.5(d)(i) but has not entered into a construction contract for the construction of the CV Community Centre by the date set out in Section 8.4.5(d)(ii), the District agrees that BPP may:

- (a) at its option, either carry out the independent design of the CV Community Centre or assume the District's obligations under the design contract, provided that in either case, the CV Community Centre can be designed and constructed for a total amount not greater than the amount set out in Section 8.4.8(a); and
- (b) deliver the CV Community Centre to the District in accordance with Section 8.4.8 below using the CV Community Centre Contribution.

8.4.8 In the event that BPP designs and/or delivers the CV Community Centre in accordance with Section 8.4.6 or Section 8.4.7 above, as applicable, the District and BPP agree that:

- (a) notwithstanding Section 8.4.1, the \$23,100,000 to be provided by BPP in connection with the construction of the CV Community Centre will be inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date BPP becomes entitled to deliver the CV Community Centre under either Section 8.4.6 or Section 8.4.7 above, as applicable;
- (b) the CV Community Centre will be constructed on the CV Community Centre Parcel and the District hereby agrees that BPP will have a licence over the CV Community Centre Parcel for the purposes of carrying out the construction of the CV Community Centre for the duration of the required construction period;
- (c) if BPP assumes the District's design contract for the design of the CV Community Centre, BPP will deliver the CV Community Centre in accordance with the designs approved by the District pursuant to such design contract, provided that the total cost of the design and construction of the CV Community Centre is not greater than the amount set out in Section 8.4.8(a); and
- (d) if BPP does not assume the District's design contract, BPP will deliver the CV Community Centre generally in accordance with the following requirements:
 - i. the design of the CV Community Centre will be similar to the Gleneagles Community Centre;
 - ii. the CV Community Centre will have a "look and feel" of the same quality as the Cypress Village Development and will integrate seamlessly with the Cypress Village Development; and
 - iii. at the commencement of BPP's design process, BPP will provide the District with an opportunity to meet with BPP to provide the District's suggestions on the functional program and design of the CV Community Centre and, prior to finalization, BPP will give the District an opportunity to review and comment on the functional program and design. Notwithstanding this consultation with the District, the final design will be at BPP's sole discretion acting reasonably and taking into consideration that the District will operate the CV Community Centre.

8.4.9 Regardless whether the District or BPP constructs the CV Community Centre, it will be operated by the District and BPP will have no obligation to contribute to any operating costs of the CV Community Centre.

8.5 CV Child Care Facilities

8.5.1 Over the course of the build-out of the Cypress Village Development, BPP will, subject to Section 8.5.5, construct 2.89 CV Child Care Spaces per every 100 Units, which CV Child Care Spaces will be accommodated within a minimum of three separate CV Child Care Facilities and a maximum of ten separate CV Child Care Facilities, for a minimum combined total of 107 CV Child Care Spaces upon full build-out of the Cypress Village Development. Each CV Child Care Facility will not have more than the maximum number of child care spaces permitted by the Provincial Regulations and VCH Guidelines (each as defined in Schedule “C” hereto).

8.5.2 BPP will construct and deliver the CV Child Care Spaces as follows:

- (a) the first CV Child Care Facility must be ready for occupancy prior to the Occupancy of the 500th Unit on the CV Lands and must include the minimum number of CV Child Care Spaces needed to meet the ratio defined in Section 8.5.1;
- (b) thereafter, the minimum number of CV Child Care Spaces needed to meet the ratio defined in Section 8.5.1 must be constructed prior to the Occupancy of every 800th Unit on the CV Lands thereafter; and
- (c) prior to the construction of each CV Child Care Facility, BPP will advise if the CV Child Care Facility is being provided as a standalone building (in which case the transfer will be by way of a two-dimensional parcel) or within a building (in which case BPP will seek a decision from the District on whether the CV Child Care Facility is to be transferred by way of an air space subdivision or strata lot); and
- (d) upon the issuance of each Occupancy Permit for the applicable CV Child Care Facility within which the CV Child Care Spaces are located, such CV Child Care Facility will be transferred to the District for \$1.00. If, pursuant to Section 8.5.2(c), the District has elected to acquire a CV Child Care Facility by way of a strata lot, there must be reasonable cost sharing among the strata lots within the strata plan based on actual benefits received and costs caused by the strata lots and the strata corporation’s bylaws must restrict the strata corporation’s ability to impose operating restrictions in respect of the CV Child Care Facility.

8.5.3 The CV Child Care Facilities are to be located on those lands designated Mixed-Use Village Core or Multi-Family Housing in the Cypress Village ADP, with priority for lands in close proximity to the CV Community Centre, the elementary school, parks, pathways and/or transit, to ensure ease of access for Cypress Village residents.

8.5.4 BPP will construct the CV Child Care Facilities in accordance with the Cypress Village ADP and this Agreement, including without limitation the CV Child Care Facilities Terms of Reference attached hereto as Schedule “C”.

8.5.5 The District and BPP may mutually agree that BPP can provide a cash in lieu contribution to the District instead of constructing some or all of the CV Child Care Spaces as required by Sections 8.5.1 and 8.5.2, subject to and conditional upon the District and BPP negotiating and entering into an agreement, in form and content satisfactory to both parties, for the amount of such cash in lieu contribution and the associated number of CV Child Care Spaces that BPP will no longer be required to construct. The District may only apply the amount of any such cash in lieu contribution towards additional fit-out or

additional space in either the CV Community Centre or the planned elementary school for McGavin Field for the purposes of providing CV Child Care Spaces therein.

8.6 McGavin Field Contribution

8.6.1 Subject to any deductions made pursuant to Section 8.3.7, BPP will pay the District a cash contribution in the amount of \$1,000,000 inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021, to the date the District awards a construction contract for the McGavin Sports Field (the “**McGavin Field Contribution**”). The District will apply 100% of the McGavin Field Contribution towards the capital costs of the McGavin Sports Field, which may include design costs, soft costs, hard costs, project management costs, overhead costs, and all fees to obtain regulatory approval related to the McGavin Sports Field. For certainty, BPP will pay the McGavin Field Contribution to the District no later than seven (7) Business Days after the District notifies BPP that it has awarded the construction contract for the McGavin Sports Field.

8.6.2 The District will be solely responsible for the design, construction and capital budget for the McGavin Sports Field.

8.7 Local Parks, Park Improvements and Plazas and Natural Areas

8.7.1 BPP will complete the local/neighbourhood parks, park improvements and plazas, together with all pedestrian/cycling/multi-use paths and the related infrastructure referred to in Section 8.8.3 (collectively, “**Local Parks, Park Improvements and Plazas**”) in accordance with Schedule “D” hereto, and will construct all Local Parks, Park Improvements and Plazas, in accordance with the Cypress Village ADP and design specifications which are subject to approval by the District.

8.7.2 BPP will complete the Local Parks, Park Improvements and Plazas in accordance with the earlier of the unit counts, occupancy dates, or completion dates set out in column 3 of Schedule “D”.

8.7.3 The Local Parks, Park Improvements and Plazas will each have a minimum cost as indicated in column 2 of Schedule “D” and will be funded, in part, from Parkland Local development cost charge monies currently held by the District in the Parkland Development Cost Charge Reserve Fund. The parties acknowledge and agree that the costs set out in column 2 of Schedule “D” will include the costs of the infrastructure referred to in Section 8.8.3, regardless of whether such infrastructure is located within a park or plaza listed in column 1 of Schedule “D”.

8.7.4 The Local Parks, Park Improvements and Plazas will be generally in accordance with the conceptual plan set out in Schedule “D” hereto, it being acknowledged and agreed by the District and BPP that such plan is conceptual and general only, having been prepared to provide an indication of the possible locations for parks and plazas within the Cypress Village Development. The final locations for parks and plazas will be established through future planning processes.

8.7.5 To help facilitate the completion of the Local Parks, Park Improvements and Plazas, Council has enacted the Cypress Village DCC Expenditures Bylaw to authorize the expenditure of \$3,000,000 of Parkland Local development cost charge monies from the Parkland Development Cost Charge Reserve Fund (the “**Local Parks DCC Reserve Funds**”) for the purposes of helping to fund the Local Parks, Park Improvements and Plazas.

- 8.7.6** As each park or plaza listed in column 1 of Schedule “D” is completed, BPP will provide the District with written notice that the park or plaza has been completed and an accounting of the total construction cost of the park or plaza for verification. Upon written confirmation from the District that the park or plaza has been accepted and that the accounting has been accepted, which acceptances will not be unreasonably withheld or delayed, the District will pay BPP the lesser of the cost listed in column 2 of Schedule “D” or the actual cost of construction, to a combined maximum total equal to the Local Parks DCC Reserve Funds.
- 8.7.7** Upon Substantial Completion of each park or plaza listed in the Local Parks, Park Improvements and Plazas in column 1 of Schedule “D”, BPP will, at the District’s option and for \$1.00, either transfer title to such park or plaza to the District or grant to the District statutory rights of way or other forms of legal tenure permitting the public use and enjoyment of such park or plaza in perpetuity.
- 8.7.8** If the District does not pay the Local Parks DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the amount of any unpaid Local Park DCC Reserve Funds.
- 8.7.9** BPP will, at the District’s option and for \$1.00, either transfer title to the District or grant to the District statutory rights of way or other forms of legal tenure permitting the public use and enjoyment of the natural areas in perpetuity, which in some cases include riparian areas, as shown on the conceptual plan in Schedule “D” (the “**Natural Areas**”) as part of incremental subdivisions of the CV Lands, and the Approving Officer may refuse to approve a subdivision for non-compliance with this Section.

8.8 Hiking Trails and Mountain Biking Trails

- 8.8.1** Except where a hiking trail is provided for in conjunction with a mountain bike trail under Section 8.8.5, BPP will, at its cost, construct all hiking trails in accordance with the Cypress Village ADP, and any approved concept plans and agreed upon design specifications. For clarity, a hiking trail under this section does not include the Mountain Path, paved multi-use paths or the Powerline Road improvements described in Section 8.8.6.
- 8.8.2** The hiking and mountain biking trails will generally be located as shown on the conceptual plan in Schedule “D”.
- 8.8.3** As part of BPP’s obligation and costs to deliver Local Parks, Park Improvements and Plazas, BPP will construct infrastructure to support such recreational uses, including vehicle and bicycle parking, trailheads and washrooms, all in accordance with the Cypress Village ADP.
- 8.8.4** All hiking trails located in park or future park land as shown as Natural Areas on the conceptual plan in Schedule “D” will be constructed on a phased basis during the build out of the Cypress Village Development as follows:
- (a) 40% of the linear length of the hiking trails will be completed prior to Occupancy of the 600th Unit;
 - (b) 80% of the linear length of the hiking trails will be completed prior to Occupancy of the 1,400th Unit; and
 - (c) the remaining 20% of the linear length of the hiking trails will be completed at the same time as adjacent subdivisions.

- 8.8.5** In accordance with the Cypress Village ADP, the District will undertake a planning process involving consultation with BPP and local user groups to formalize, plan for, build and set out the approach to managing mountain biking trails in the Cypress Village Area. Upon completion of the District’s planning process regarding the establishment of District authorized mountain biking trails in the Cypress Village Area, including the completion of an approved design and budget, the District will provide written notice to BPP that the planning process, approved design and budget for the mountain biking area in the Cypress Village Area is complete and BPP will provide a \$500,000 cash contribution towards the establishment of the mountain biking area as shown on the conceptual plan in Schedule “D”.
- 8.8.6** BPP will construct the Powerline Road improvements in accordance with the Cypress Village ADP between the 1200 Foot Contour and the Trans Canada Trail at a location immediately north of the third switchback of Cypress Bowl Highway, with a connection to the Fern Trail (as shown on the conceptual plan in Schedule “D”), which improvements will have achieved Substantial Completion no later than the date of Occupancy of the 1,000th Unit.
- 8.8.7** In addition to BPP’s obligations set out in this Section 8.8, BPP will participate in the trail planning processes set out in Section 9.5.5 of the Cypress Village ADP.

8.9 Independent Transit Service

- 8.9.1** As development and construction of the Cypress Village Development progresses, BPP will fund and operate an independent transit service (“**Independent Transit Service**” or “**ITS**”) between that portion of the Cypress Village Area designated in the Cypress Village ADP as “Mixed-Use Village Core” and Park Royal Shopping Centre on Marine Drive in West Vancouver in accordance with the projected service span and passenger capacity requirements for each stage of development, as set out in Schedule “E” hereto. As the Cypress Village Development progresses westward, the Independent Transit Service will extend from the Mixed-Use Village Core westward up Eagle Lake Road.
- 8.9.2** The Independent Transit Service will be operated by BPP in accordance with and subject to TransLink’s Independent Transit Service Policy and any terms and conditions specific to TransLink’s approval of the Independent Transit Service.
- 8.9.3** BPP will commence operation of the Independent Transit Service on or before the date of Occupancy of the first Unit in Cypress Village and such service will continue until the earlier of:
- (a) TransLink taking over the service;
 - (b) TransLink discontinuing its authorization for the Independent Transit Service;
 - (c) BPP and the District agreeing to an alternative transportation measure; or
 - (d) the termination or expiry of this Agreement.
- 8.9.4** Prior to the expiry of TransLink’s initial authorization of the ITS, BPP will use commercially reasonable efforts to obtain a renewal of such authorization, and the District will provide reasonable support for such efforts, and in the event that TransLink discontinues its authorization, BPP and the District will, each acting reasonably, attempt to reach agreement as soon as possible on an alternative approach to transit service and will seek approval, if necessary, from TransLink in respect of such service.
- 8.9.5** If at any time during the term of this Agreement TransLink does not renew the authorization for the

ITS and does not take over the ITS, then BPP shall, to the satisfaction of the District, acting reasonably, allocate the funds it otherwise would have spent on the ITS to alternative transportation programs that help reduce automobile traffic from Cypress Village (e.g. ride share or car pool programs).

8.9.6 If by the 15th year of the Term TransLink has not taken over operation of the ITS, BPP and the District will, each acting reasonably, attempt to agree on an alternative approach to transit service prior to the expiry of the Term.

8.10 Non-Market Rental Housing Sites and Market Rental Housing

8.10.1 BPP will transfer fee simple title to two subdivided parcels of land (each a “**Non-Market Rental Housing Site**”) in accordance with all of the following further conditions and requirements:

- (a) the parcels must not be bare land strata parcels, or air space parcels;
- (b) the transfer must be to the District, or, at the District’s option, to a not-for-profit housing operator selected by the District;
- (c) title to the Non-Market Rental Housing Sites must be free and clear of encumbrances except: (i) encumbrances, including without limitation, restrictive covenants in favour of BPP, reasonably required to ensure the Non-Market Rental Housing Sites cannot be developed for more than a combined total of 184 “*Rental Apartment* units, affordable rental” as that term is used in the CV Cypress Village Zone under the Zoning Bylaw; (ii) encumbrances required by the District, or the Approving Officer, as applicable, in connection with any applicable rezoning, development or subdivision; or (iii) as otherwise agreed to by the District in its discretion;
- (d) the Non-Market Rental Housing Sites must be of a sufficient size and appropriate configuration, as determined by the District, acting reasonably, to accommodate the development of a combined total 184 dwelling units with a combined total of 13,575 square metres of residential floor area, in buildings no taller than 6 storeys, with each individual site to accommodate no less than 80 dwelling units;
- (e) the physical characteristics of each Non-Market Rental Housing Site (including without limitation slope, geotechnical conditions, and required setbacks from watercourses) must be, as determined by the District acting reasonably, such that they are physically developable without extensive or extraordinary site preparation and construction cost in comparison to other multi-family residential development parcels in Cypress Village;
- (f) each Non-Market Rental Housing Site must be fully serviced at BPP’s cost (with municipal highway, water, sewage disposal, and drainage works) to the perimeter, with sufficient servicing capacity to accommodate at least the number of dwelling units to be accommodated on the parcel;
- (g) at least one of the Non-Market Rental Housing Sites must be located in the area shown as “Area 1” on the plan attached hereto as Schedule “K”, and must be transferred on or before the earlier of (i) the date that BPP applies to the District for a CV4: Form and Character Development Permit for the development of any “*Strata Apartment* units” (as that term is used in the CV Cypress Village Zone under the Zoning Bylaw) within Area 1; and (ii) the date of Occupancy of the 750th fee simple unit; and

(h) the second Non-Market Rental Housing Site may be located in “Area 1” or “Area 2” as shown on the plan attached hereto as Schedule “K”, and must be transferred on or before the earlier of: (i) the date that BPP applies to the District for a CV4 Form and Character Development Permit for the development of any “Strata Apartment units” within Area 2 as that term is used in the CV Cypress Village Zone under the Zoning Bylaw; and (ii) the date of Occupancy of the 1,500th fee simple unit.

8.10.2 BPP will, on a phased basis in accordance with Schedule “F”, construct to completion at least 553 Market Rental Housing Units on the CV Lands, either in stand-alone buildings or integrated with other uses and tenures.

8.11 On-Site and Off-Site Infrastructure

General Requirements:

8.11.1 The CV Works and Services shall be designed and constructed in accordance with the standards set out in Schedule “G”.

8.11.2 If any works or services are required in connection with any subdivision or development in the Cypress Village Development but are not specifically contemplated in Schedule “G”, those works and services shall be provided in accordance with any valid bylaw of the District, in accordance with good engineering practices and to the satisfaction of the District’s Director of Engineering.

8.11.3 Except where specifically indicated otherwise in Schedule “H”, BPP will design and construct the CV Works and Services at its sole cost, and for certainty this includes deconstructing and decommissioning any existing works and services to be replaced with the CV Works and Services, and any Earthworks.

8.11.4 Nothing in this agreement limits the District’s authority to require excess or extended services under s. 507 of the *Local Government Act*, and nothing in this agreement limits BPP’s right to recover its costs of providing excess or extended services, but for this purpose BPP agrees and acknowledges that none of the CV Works and Services, if required to serve the Cypress Village Development and if designed and constructed to the servicing standards in Schedule “G”, are excess or extended services.

8.11.5 If BPP will provide security and enter into an agreement for the construction of any CV Works and Services (or any other works and services in Cypress Village) as a condition of a subdivision or building permit approval as contemplated in s. 509 of the *Local Government Act*, the amount of security will be as set out in the Subdivision Control Amendment Bylaw and the form of agreement will be substantially in accordance with Schedule “M”, provided that in the case of CV Works and Services for which the District is obligated to pay a portion of costs, BPP may request payment from the District in the manner provided for in section 3 of Schedule “N”.

8.11.6 In the case of CV Works and Services included in Schedule “H” that are not being constructed in connection with a specific subdivision or building permit approval, the construction, security, and payment terms shall be in accordance with Schedule “N”.

Diversion Works:

8.11.7 Despite Section 8.11.3, the District acknowledges and agrees that the Godman Creek and Turner Creek diversion works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw and as indicated in Schedule “H”, the District

will pay to BPP the amount of \$1,900,000 (the “**Drainage DCC Reserve Funds**”) from the District’s Drainage Development Cost Charge Reserve Fund upon BPP’s Substantial Completion of these works. If the District does not pay the Drainage DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of the Drainage DCC Reserve Funds.

Underground Wiring Works

8.11.8 Despite Section 8.11.3, the District acknowledges and agrees that underground wiring works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw, the District will pay BPP the amount of \$500,000 (the “**Underground Wiring DCC Reserve Funds**”) from the District’s Highway Facilities Development Cost Charge Reserve Fund upon BPP’s Substantial Completion of these works. If the District does not pay the Underground Wiring DCC Reserve Funds to BPP, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of the Underground Wiring DCC Reserve Funds.

Cypress Creek Bridge Crossing

8.11.9 BPP and the District acknowledge and agree that all costs related to BPP’s obligations with respect to improvements to the existing Cypress Creek Bridge Crossing during the Term of this Agreement as described in Schedule “G” are to be paid by BPP and BPP specifically agrees that the District is not obliged to allocate or contribute any DCC reserve funds or any other funds toward the cost of improvements to the existing Cypress Creek Bridge Crossing required in Schedule “G” of this Agreement.

Queens Avenue Transmission Watermain

8.11.10 Despite Section 8.11.3, the District acknowledges and agrees that Queens Avenue Transmission Watermain works described in Schedule “G” hereto are DCC projects for the purposes of the DCC Bylaw. Pursuant to the Cypress Village DCC Expenditures Bylaw, the District will expend an amount of \$1,725,000 (the “**Water Reserve Funds**”) from the District’s Water Development Cost Charge Reserve Fund towards the Queens Avenue Transmission Watermain costs. If the District does not expend such funds from the Water Reserve Funds, BPP will be entitled to reduce the amount of its CV Community Centre Contribution by the unpaid amount of such funds.

8.12 CV Applications Review Office

8.12.1 The District will use reasonable commercial efforts to hire the employees and consultants to comprise a cost-recovered project planning and engineering applications group (the “**CV Applications Review Office**”) that is fully operational no later six (6) months after the final adoption of the Cypress Village Bylaws, to process applications and complete other work, based on terms in the CV Applications Review Office Agreement attached as Schedule “I”.

8.12.2 BPP will pay for the CV Applications Review Office, in accordance with the CV Applications Review Office Agreement.

8.13 Sustainability and Adaptable Housing Standards

8.13.1 To the extent that building features may be incorporated in the development of the CV Lands without contravening the British Columbia Building Code, buildings and structures on the CV Lands, including service infrastructure provided by BPP must comply with the standards set out in Schedule “J”.

8.14 Cypress Village Development Phasing Generally

8.14.1 The Cypress Village Development will, in general, progress from east to west as follows:

- (a) the first phase of residential development will include part of the Mixed-Use Village Core, the Ground-Oriented Housing area near Rodgers Creek and the completion of the paved multi-use path connecting Rodgers Creek to Cypress Village and providing circulation within Cypress Village;
- (b) the first phase of retail development in Cypress Village will include within the Mixed-Use Village Core a minimum total ground-level floor space of not less than 55,000 square feet, which must include a grocery store, and which must achieve Substantial Completion on or before the Occupancy of the 500th Unit;
- (c) the next phase of development will include the remainder of the Mixed-Use Village Core, the Multi-Family Housing area along Eagle Lake Road, the Ground-Oriented Housing neighbourhood in the southwest portion of the Cypress Village Area south of Eagle Lake Road, the business park Employment Uses and, subject to the acquisition of the MoTI Lands and the BC Hydro Agreement pursuant to the Cypress Village Land Agreement, the Westmount Connector; and
- (d) the final phases of development will include the completion of the Multi-Family Housing area at the northwest end of Eagle Lake Road and the Ground-Oriented Housing neighbourhoods to the north of Eagle Lake Road and in the northwest portion of the Cypress Village Area,

all as more particularly described in the Cypress Village ADP.

8.14.2 The development of the Mixed-Use Village Core will be comprised of up to four commercial areas (the “**Commercial Precincts**”), as identified on the plan attached hereto as Schedule “L”.

8.14.3 Prior to the issuance of any CV4: Form and Character Development Permit for any building within a Commercial Precinct, BPP must prepare a detailed plan for the commercial spaces within such Commercial Precinct for the District’s review and approval. This detailed plan for the commercial space within the applicable Commercial Precinct should identify:

- (a) the proposed alignment of roads, lanes, and pedestrian/cycling paths;
- (b) the footprints and approximate dimensions of all ground level commercial space;
- (c) the active frontage of commercial spaces (i.e. the frontage that contains the main entrance(s) to be used by customers);
- (d) the schematic arrangement of loading and garbage/recycling service areas for the commercial spaces;

- (e) the location of entrances/exits to underground parking;
- (f) the proposed location of the following key commercial business types: grocery store, financial institutions, and hotel; and
- (g) urban design ideas for the treatment of the side and rear elevations of commercial spaces.

9 INDEMNITY AND RELEASE

- 9.1** BPP shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with or any breach by BPP of this Agreement.
- 9.2** BPP hereby releases, save harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which BPP can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that District may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the PDA Amenities and Infrastructure and the development of the CV Lands as contemplated under this Agreement, or any breach by BPP of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement.
- 9.3** The indemnity and release provisions of Sections 9.1 and 9.2 shall survive the expiry or termination of this Agreement.

10 TRANSFER OF CV LANDS AND ASSIGNMENT OF AGREEMENT

- 10.1** This Agreement must not be assigned except with the consent of the District pursuant to Section 517(5)(c) of the *Local Government Act*, to a subsequent owner (an “**Assignee**”) of the whole or any portion of the CV Lands (the “**Transferred Lands**”), and for this purpose:
 - (a) the District will not unreasonably refuse to consent to an assignment, and without limiting the District’s right to refuse consent, it will not be unreasonable for the District to refuse consent if the District considers that the proposed assignment would prejudice the District’s interest in ensuring the orderly and timely development of the CV Lands as contemplated in the Cypress Village ADP and in this Agreement, including the provision of all PDA Amenities and Infrastructure, or in any other substantial practical way; and
 - (b) the District may insist that the Assignee agree in writing, on terms satisfactory to the District, acting reasonably, to assume any or all of BPP’s unfilled obligations under this Agreement in relation to the Transferred Lands, in which case the District agrees that those obligations will cease to be obligations of BPP to the District.

11 AMENDMENT OF AGREEMENT

- 11.1** For the purposes of the Cypress Village Phased Development Agreement Amendment Bylaw and this Agreement, a minor amendment means an amendment to any provisions in the following Sections and Schedules:

- (a) Section 3 – *Conditions Precedent*
- (b) Section 6 – *Termination*
- (c) Section 7 – *Development Requirements*
- (d) Section 8 – *PDA Amenities and Infrastructure and Related Payments*
- (e) Section 13 – *Dispute Resolution*
- (f) Section 14 – *Notice*
- (g) Section 17 – *Access*
- (h) Section 21 – *Delay in Performance*
- (i) Schedule “B” – *Definitions*
- (j) Schedule “C” – *CV Child Care Facilities Terms of Reference*
- (k) Schedule “D” – *Local Parks, Park Improvements, Plazas and Natural Areas*
- (l) Schedule “E” – *Independent Transit Service*
- (m) Schedule “F” – *Market Rental Housing – Unit Count Thresholds*
- (n) Schedule “H” – *Responsibility and Cost Allocations for Certain Cypress Village Infrastructure*
- (o) Schedule “I” – *CV Applications Review Office Agreement*
- (p) Schedule “J” – *Sustainability and Adaptable Housing Standards*
- (q) Schedule “K” – *Non-Market Rental Housing Sites*
- (r) Schedule “L” – *Commercial Precincts within the Mixed-Use Village Core*
- (s) Schedule “M” – *Subdivision Servicing Agreement*
- (t) Schedule “N” – *Terms for CV Works and Services in Schedule “H”*

12 DISCHARGE

- 12.1** To the extent that this Agreement is registered on title to the CV Lands, the District will execute and deliver to BPP a discharge, in registrable form, of this Agreement from title to the CV Lands at the expense of BPP if the Cypress Village Bylaws are appealed after their adoption, and after the exhaustion of all appeals, the Cypress Village Bylaws are quashed in their entirety.

13 DISPUTE RESOLUTION

13.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:

- (a) either party may notify the other by written notice (a “**Notice of Dispute**”) of the existence of a dispute and a desire to resolve the dispute by mediation;
- (b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
- (c) if, within five (5) business days after such a meeting or such further period as is agreeable to the parties (the “**Negotiation Period**”), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation;
- (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within five (5) business days of the conclusion of the Negotiation Period;
- (e) the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator or for such longer period as the parties may agree. If the parties are not successful in resolving the dispute through mediation or if the mediation has not commenced within fourteen (14) days following the appointment of the mediator or if the parties cannot agree upon the mediator appointment, then the parties agree that each parties obligations to under this subsection (e) will be at an end and thereafter, either party may seek to have such dispute heard in a court of law or the parties may mutually agree to have the dispute resolved through arbitration under the *Arbitration Act*, S.B.C. 2020, Ch. 2, as may be amended, replaced or re-enacted from time to time; and
- (f) the costs of mediation or arbitration, as applicable, will be awarded by the mediator or arbitrator, as applicable, in his or her absolute discretion.

13.2 In no event shall the foregoing be construed as impeding or affecting the District’s authority to enforce its Zoning Bylaw and other regulatory bylaws.

14 NOTICE

14.1 Any notice permitted or required by this Agreement to be given to either party must be given in writing and delivered, emailed or sent by postage prepaid mail and addressed to the Parties as follows:

- (a) to BPP:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2

Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

with a copy to BPP's solicitors:

Civic Legal LLP
710 – 900 West Hastings Street
Vancouver, B.C., V6C 1E5

Attention: Pam Jefcoat, Partner
Email: pam@civiclegal.ca

(b) to the District:

District of West Vancouver
750 – 17th Street
West Vancouver, B.C., V7V 3T3

Attention: Director, Planning and Development Services
Email: jbailey@westvancouver.ca; planning@westvancouver.ca

with a copy to:

Young Anderson
1616 – 808 Nelson St.
Vancouver, B.C., V6Z 2H2

Attention: Guy Patterson
Email: patterson@younganderson.ca

or at such other address as either Party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by email rather than mailed.

15 POWERS PRESERVED

15.1 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the CV Lands as if this Agreement has not been executed and delivered to BPP, subject only to Section 516 of the *Local Government Act*.

16 DISTRICT'S REPRESENTATIVE

16.1 Any option, decision, act or expression of satisfaction or acceptance of the District provided for in this Agreement may be taken or made by the Director of Planning and Development Services or his or her designate, unless expressly provided to be taken or made by another official of the District.

17 ACCESS

17.1 The District may, during the construction of any PDA Amenities or Infrastructure required by this Agreement, appoint from time to time an employee or official to represent the interests of the District under this Agreement and advise BPP in writing of such appointment, and BPP shall for that purpose

provide the District's representative reasonable access to all documents related to the construction, including but not limited to plans, permits, specifications, Building Code analysis, receipts, waybills, shipping documents and contracts, and reasonable access to the site of construction and all construction facilities. BPP agrees that the viewing of this documentation by the District's representative does not create any legal obligation, in tort or otherwise, on the part of the District or its representative whether or not comments are given to BPP and whether or not BPP chooses to act on comments that are given.

18 TIME

18.1 Time is to be the essence of this Agreement.

19 BINDING EFFECT

19.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

20 WAIVER

20.1 No provision of this Agreement will be considered to have been waived unless the waiver is expressed in writing. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

21 DELAY IN PERFORMANCE

21.1 If BPP or the District is delayed or prevented from the performance of any covenant or agreement hereunder by reason of any unavoidable cause, then performance of such covenant or agreement shall be excused for the period during which such performance is delayed or prevented and the time of the performance thereof shall be extended accordingly. For the purposes of this section, "unavoidable cause" means any event or contingency beyond the reasonable control of BPP or the District, as applicable, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, government laws, regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or warlike operations and acts of God but excluding a delay caused by lack of funds.

22 CUMULATIVE REMEDIES

22.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

23 RELATIONSHIP OF PARTIES

23.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

24 SURVIVAL

24.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

25 ENTIRE AGREEMENT

25.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

26 SEVERABILITY

26.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

27 COUNTERPARTS

27.1 This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, by its authorized signatories,

Per:

Per:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, by its authorized signatories;

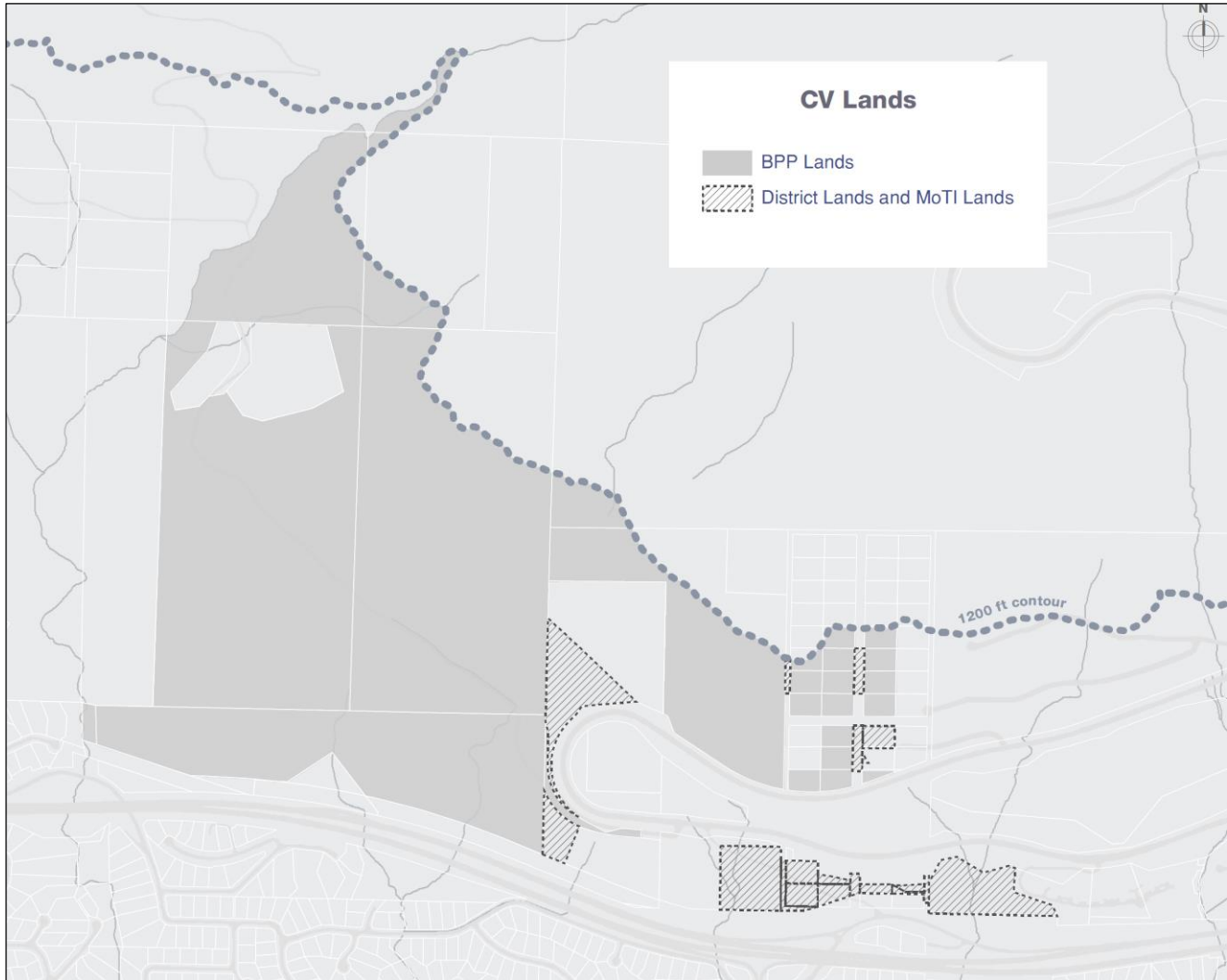
Per:

Per:

SCHEDULE "A"

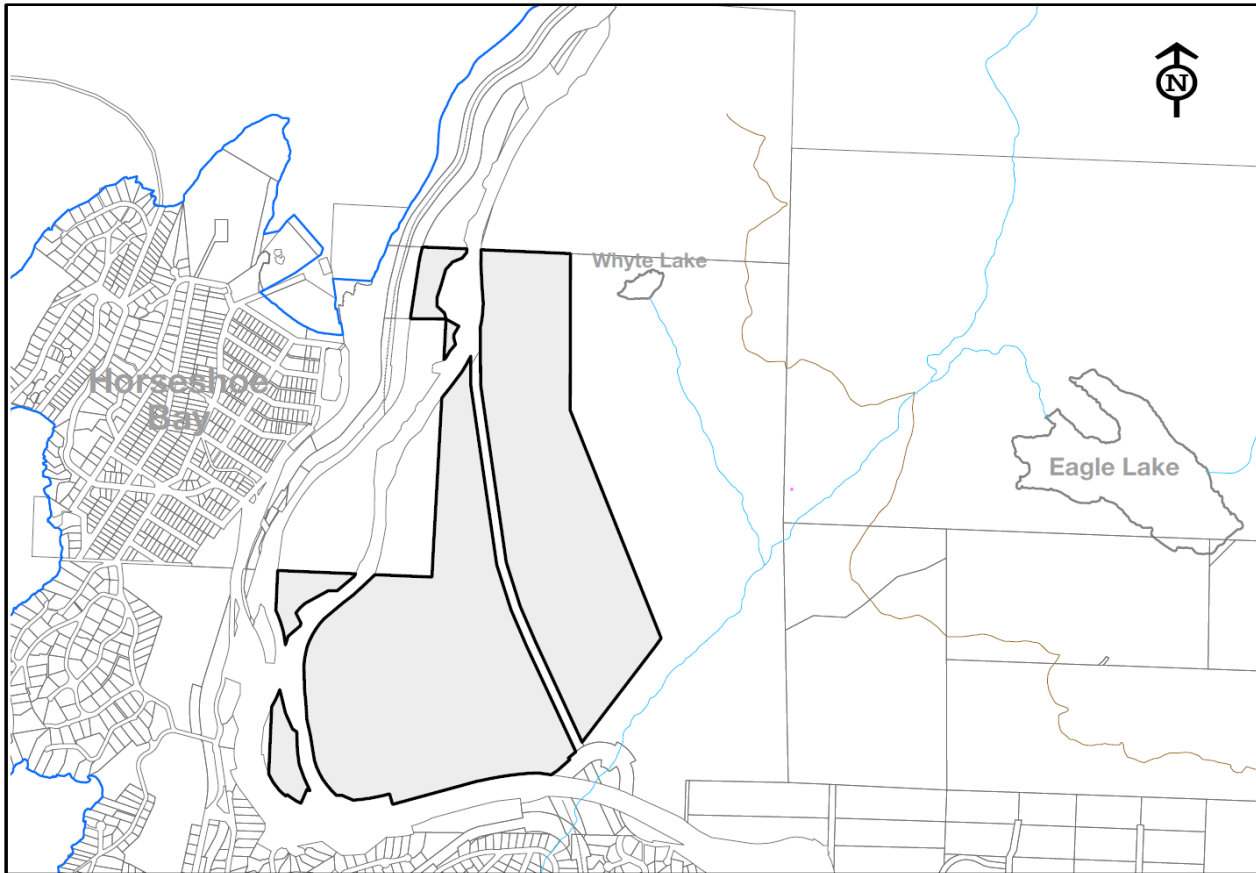
CV LANDS AND EAGLERIDGE LANDS

CV Lands:



Note: White lines on this map indicate legal lot boundaries. For clarity, the legal descriptions for the parcels of land that are included in the BPP Lands are provided following the map of the CV Lands and the map of the Eagleridge Lands in this Schedule.

Eagleridge Lands:



Legal Descriptions:

The CV Lands are legally described as follows:

BPP Lands:

- (1) PID: 025-467-468, Lot 2 District Lot 888 Plan BCP389;
- (2) PID: 010-101-055, Part of District Lot 887 lying east of Lot A (Reference Plan 832), Except: Part on Plans 1831, 10299, 10338, 12522, Explanatory Plan 9459, Highway Plan 155, SRW Plan 92, Highway Plan 21;
- (3) PID 015-846-229, Lot A, Reference Plan 832, District Lot 887, Except: Part on Plans 10338, 12792, 1831, 5231, SRW Plan 92, SRW Plan 21;
- (4) PID: 025-467-484, Lot 4 District Lot 888 Plan BCP389, excluding any portions above the 1200 Foot Contour;
- (5) PID: 015-847-098, District Lot 889, Except: SRW Plan LMP5105, SRW Plan BCP8546, SRW Plan EPP57875, excluding any portions above the 1200 Foot Contour;

- (6) PID: 015-845-834, Lot A, District Lot 886, Reference Plan 517, excluding any portions above the 1200 Foot Contour;
- (7) PID: 015-845-842, Lot B, District Lot 886, Reference Plan 506, Except: part outlined in red on Plan 15344, part subdivided by Plan LMP25926;
- (8) PID: 013-553-917, East ½ of East ½ of District Lot 1241, Except: Lot C Reference Plan 1455, excluding any portions above the 1200 Foot Contour;
- (9) PID: 013-553-640, West ½ of East ½ of District Lot 1241, excluding any portions above the 1200 Foot Contour and any portions west of Cypress Creek;
- (10) PID: 015-847-128, District Lot 948, excluding any portions above the 1200 Foot Contour and any portions west of Cypress Creek;
- (11) PID: 010-059-326, Lot 5 Block A District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (12) PID: 010-059-334, Lot 6 Block A District Lot 888 Plan 2056;
- (13) PID: 010-059-351, Lot 7 Block A District Lot 888 Plan 2056;
- (14) PID: 010-059-385, Lot 8 Block A District Lot 888 Plan 2056;
- (15) PID: 010-059-407, Lot 9 Block A District Lot 888 Plan 2056;
- (16) PID: 010-059-466, Lot 10 Block A District Lot 888 Plan 2056;
- (17) PID: 010-059-474, Lot 11 Block A District Lot 888 Plan 2056;
- (18) PID: 010-059-491, Lot 12 Block A District Lot 888 Plan 2056;
- (19) PID: 010-059-504, Lot 13 Block A District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (20) PID: 010-059-741, Lot 4 Block B District Lot 888 Plan 2056, excluding any portions above the 1200 Foot Contour;
- (21) PID: 010-059-784, Lot 5 Block B District Lot 888 Plan 2056;
- (22) PID: 010-059-806, Lot 6 Block B District Lot 888 Plan 2056;
- (23) PID: 010-059-822, Lot 7 Block B District Lot 888 Plan 2056;
- (24) PID: 010-059-857, Lot 8 Block B District Lot 888 Plan 2056;

- (25) PID: 010-060-197, Remainder Lot 3 Block C District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (26) PID: 010-060-545, Remainder Lot 3 Block D District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (27) PID: 010-060-731, Remainder Lot 14 Block D District Lot 888 Plan 2056, Except: SRW Plan LMP12499;
- (28) PID: 010-060-758, Lot 15 Block D District Lot 888 Plan 2056; and
- (29) PID: 010-060-782, Lot 16 Block D District Lot 888 Plan 2056.

District Lands:

District Fee Simple Lots:

- (30) PID: 010-086-579, Lot 1 Block C District Lot 888 Plan 2056;
- (31) PID: 010-095-641, Lot B (Explanatory Plan 2521) Block 2 District Lot 888 Group 1 New Westminster District;
- (32) PID: 010-060-626, Lot 7 Block D District Lot 888 Plan 2056;
- (33) PID: 010-060-634, Lot 8 Block D District Lot 888 Plan 2056;
- (34) PID: 010-060-651, Lot 9, Except Part of the Trans Canada Highway in Highway Plan 155, Block D District Lot 888 Plan 2056;
- (35) PID: 010-060-324, Lot 8, Except Part of the Trans Canada Highway in Highway Plan 155, Block C District Lot 888 Plan 2056;
- (36) PID: 010-060-359, Lot 9 Except: Firstly: Part in Highway Plan 155; Secondly: Part on Statutory Right of Way Plan LMP12499; Block C District Lot 888 Group 1 New Westminster District Plan 2056;
- (37) PID: 009-406-921, Lot F District Lot 888 Plan 21528;

District Subdivided Lots:

- (38) Portion to be subdivided from PID: 010-086-617, Lot 2 Block C District Lot 888 Plan 2056;
- (39) Portion to be subdivided from PID: 025-467-476, Lot 3 District Lot 888 Group 1 New Westminster District Plan BCP389;
- (40) Portion to be subdivided from PID: 025-467-450, Lot 1 District Lot 888 Group 1 New Westminster District Plan BCP389;

District Closed Roads as defined in the Land Agreement

Eagleridge Lands:

- (41) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52 Secondly: Part in Plan LMP25925 Thirdly: Part in Highway Plan 118 Fourthly: Part in Highway Plan 126 Fifthly: Part in Highway Plan 12 Sixthly: Part Plan LMP49608 Seventhly: Part Dedicated Road on Plan BCP23208 Eighthly: Part Dedicated Road on Plan BCP23212 Ninthly: Part Now Road See EPP64645 Tenthly: Part Now Road See EPP64646 Eleventhly: Part Now Road See EPP64647 Twelfthly: Part Now Road See EPP64648 Thirteenthly: Part Now Road See EPP66708; and
- (42) PID: 015-849-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648.

SCHEDULE “B”

DEFINITIONS

The following terms have the following meanings in this Agreement:

- 1) “**1200 Foot Contour**” means a line connecting all points of land at an elevation of 1,200 feet (366 metres) above mean sea level as established by a BC Land Surveyor.
- 2) “**Agreement**” means this Agreement and all Schedules to this Agreement and all supplemental agreements or other agreements in amendment or confirmation hereof; “hereof”, “hereto”, and “hereunder” and similar expressions mean and refer to this Agreement and not to any particular article or section.
- 3) “**Approving Officer**” means the person acting as Approving Officer for the District pursuant to the *Land Title Act* (British Columbia), as amended or replaced from time to time, and any employee of the District acting as the nominee or agent of that person in connection with this Agreement.
- 4) “**Article**” and “**Section**” mean and refer to the specified article or section of this Agreement and include all Sections within a particular Article and all Subsections and Sub-Subsections within a particular Section.
- 5) “**Assignment and Assumption Agreement**” means an assignment and assumption agreement under Section 10 of this Agreement.
- 6) “**BC Hydro Agreement**” has the meaning given in the Cypress Village Land Agreement.
- 7) “**BPP CV Fire Station Contribution**” has the meaning given in Section 8.3.2.
- 8) “**BPP Lands**” are those lands already owned by BPP as of the date of this Agreement in the Cypress Village Area as shown on Schedule “A”.
- 9) “**Building**” means any building or buildings to be constructed on the CV Lands, or any portion thereof, pursuant to a Building Permit.
- 10) “**Building Permit**” means a building permit authorizing construction of any Building, or any portion(s) thereof, after the date of this Agreement.
- 11) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia or other day that the Land Title Office is not open for business.
- 12) “**Commercial Precinct**” has the meaning given in Section 8.14.2.
- 13) “**Community Amenity Reserve Fund**” means the Community Amenity Reserve Fund

established pursuant to the Community Amenity Reserve Fund Bylaw No. 5067, 2021.

- 14) “**Community Charter**” means the *Community Charter*, SBC 2003, C. 26.
- 15) “**Council**” means the Council for The Corporation of The District of West Vancouver.
- 16) “**CV Applications Review Office**” has the meaning given in Section 8.12.1.
- 17) “**CV Applications Review Office Agreement**” means the agreement substantially in the form attached hereto as Schedule “I”.
- 18) “**CV Child Care Facility**” means the physical building, facility or area and the parcel within which the CV Child Care Spaces will be located.
- 19) “**CV Child Care Space**” means a full time child care space licensed under the *Community Care and Assisted Living Act*.
- 20) “**CV Community Centre**” means a new approximately 24,000 gross square foot community centre, to be located on the Community Centre Parcel and to be constructed and operated by the District, except as otherwise set out in this Agreement.
- 21) “**CV Community Centre Contribution**” has the meaning given in Section 8.4.2(a).
- 22) “**CV Community Centre Parcel**” means the District’s lands within the Mixed-Use Village Core near the elementary school site and sports field and legally described as PID 025-467-450, Lot 1, District Lot 888, Group 1, New Westminster District, Plan BCP 389.
- 23) “**CV Cypress Village Zone**” means all those provisions in the CV Cypress Village Zone added to the Zoning Bylaw in respect of the Cypress Village Development pursuant to the Cypress Village Zoning Amendment Bylaw.
- 24) “**CV Fire Station**” means either a standalone fire station or fire station co-located with other District emergency management services or District facilities to be located on those lands comprising, forming part of or directly adjacent to the Districts Operations Centre and to be designed and constructed by the District using District funds and funds contributed by BPP and held in the Cypress Village Reserve Fund.
- 25) “**CV Lands**” means, collectively, those lands owned by BPP as of the date of this Agreement (i.e. the BPP Lands) and to be acquired by BPP (i.e. the District Lands and MoTI Lands) that will comprise the Cypress Village Development, which CV Lands are approximately shown on the plan attached hereto as Schedule “A” and are legally described in Schedule “A” attached hereto.
- 26) “**CV Works and Services**” means the on-site and off-site infrastructure required to serve the Cypress Village Development, including but not limited to roads, the active transportation networks within roadways (e.g. sidewalks, pathways, trails and on-street bicycle facilities within roadways), multi-use paths, transit, water supply and distribution systems, sanitary sewer systems, rainwater management and conveyance infrastructure, street lighting, third party utilities and earthworks and slope stabilization works.

- 27) **“Cypress Village ADP”** means the Area Development Plan established for the Cypress Village Area (which includes the CV Lands) and the Eagleridge Area (which includes the Eagleridge Lands), as set out in the Cypress Village OCP Amendment Bylaw.
- 28) **“Cypress Village Area”** means the area as defined on Map 9 in the District’s Official Community Plan.
- 29) **“Cypress Village Bylaws”** means, collectively, the Cypress Village OCP Amendment Bylaw, the Cypress Village Zoning Amendment Bylaw, the Subdivision Control Amendment Bylaw, the Cypress Village Phased Development Agreement Authorization Bylaw, the Waterworks Regulation Amendment Bylaw and the Sewerage and Drainage Regulation Amendment Bylaw.
- 30) **“Cypress Village DCC Expenditures Bylaw”** means the District of West Vancouver Development Cost Charge Reserve Fund Expenditures Bylaw No. 5211, 2024.
- 31) **“Cypress Village Development”** means the development of a residential and mixed use neighbourhood with employment areas, amenities and transportation infrastructure in the Cypress Village Area.
- 32) **“Cypress Village Land Agreement”** means the land agreement entered into between the District and BPP, dated for reference the 16th day of April, 2024 and which sets out the terms and conditions upon which: (i) the District will transfer the District Lands to BPP in exchange for the Eagleridge Lands; and (ii) the District will use reasonable efforts to acquire the MoTI Lands from MoTI and then, if acquired, transfer the MoTI Lands to BPP, all as more particularly described in that Agreement.
- 33) **“Cypress Village OCP Amendment Bylaw”** means the District of West Vancouver’s Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5025, 2024, enacted for the purposes of adding the Cypress Village ADP to the District’s Official Community Plan (OCP).
- 34) **“Cypress Village Phased Development Agreement Authorization Bylaw”** means the District of West Vancouver Bylaw No. 5207, 2024 authorizing the District to enter into the Cypress Village Phased Development Agreement.
- 35) **“Cypress Village Reserve Fund”** means the Cypress Village Reserve Fund established pursuant to the Cypress Village Reserve Fund Establishment Bylaw.
- 36) **“Cypress Village Reserve Fund Establishment Bylaw”** means the District of West Vancouver Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024.
- 37) **“Cypress Village Zoning Amendment Bylaw”** means the District of West Vancouver Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024.
- 38) **“Development Permit”** means a development permit authorizing development on the CV Lands, or any portion(s) thereof, after the date of this Agreement.
- 39) **“DCC Bylaw”** means the District’s Development Cost Charge Bylaw No. 3801, 1993.
- 40) **“DCC Bylaw Amendment Bylaw”** means the District of West Vancouver’s Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024, enacted for the purposes of:
- (i) amending development cost charges for the Cypress Village Area to \$1,291 per unit and per

every 2,000 sq. ft. of non-residential space (made up of \$1,075 for Ambleside Waterfront DCC and \$216 for Community Roads DCC), reduced from \$15,657 per unit;

- (ii) amending development cost charges for the Rodgers Creek Areas 5 & 6 Area to \$3,501 per unit and per every 2,000 sq. ft. of non-residential space (made up of \$1,075 for Ambleside Waterfront DCC, \$216 for Community Roads DCC, and \$2,210 for Neighbourhood Highway Facilities DCC), reduced from \$15,657 per unit.

- 41) “**DCC Reserve Funds**” means, collectively, the Drainage DCC Reserve Funds, the Local Parks DCC Reserve Funds and the Underground Wiring DCC Reserve Funds.
- 42) “**Default**” has the meaning given in Section 6.2.
- 43) “**Default Notice**” has the meaning given in Section 6.2.
- 44) “**Development Procedures Amendment Bylaw**” means the District of West Vancouver Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024.
- 45) “**District**” means The Corporation of The District of West Vancouver.
- 46) “**District Closed Roads**” has the meaning given in the Cypress Village Land Agreement.
- 47) “**District Lands**” has the meaning given in the Cypress Village Land Agreement.
- 48) “**District’s Lawyers**” means Young Anderson.
- 49) “**District Lots**” has the meaning given in the Cypress Village Land Agreement.
- 50) “**Director of Planning and Development Services**” means the individual appointed to be the Director of Planning and Development Services of the Planning and Development Services Department of the District, or his or her designate.
- 51) “**Drainage DCC Reserve Funds**” has the meaning given in Section 8.11.7.
- 52) “**Drainage Development Cost Charge Reserve Fund**” means the District’s Drainage Development Cost Charge Reserve Fund established by the District’s Drainage Development Cost Charge Reserve Fund Establishment Bylaw No. 3938, 1995.
- 53) “**Eagleridge Area**” means the area as defined on Map 8 in the District’s Official Community Plan.
- 54) “**Eagleridge Lands**” means, together, those lands commonly referred to as the “Eagleridge Lands” and legally described as:
 - (i) PID: 015-848-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648; and
 - (ii) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52, Secondly: Part in Plan LMP25925, Thirdly: Part in Highway Plan 118, Fourthly: Part in Highway Plan 126, Fifthly: Part in Highway Plan 12,

Sixthly: Part Plan LMP49608, Seventhly: Part dedicated road on Plan BCP23208, Eighthly: Part dedicated road on Plan BCP23212, Ninthly: Part Now Road see EPP64645; Tenthly: Part Now Road See EPP 64646, Eleventhly: Part Now Road See EPP64647, Twelfthly: Part Now Road see EPP 64648, Thirteenthly: Part Now Road see EPP66708;

and which are approximately shown on the plan attached hereto as Schedule “A”.

- 55) “**Earthworks**” has the meaning given in Schedule “G”.
- 56) “**Fees and Charges Bylaw**” means the District of West Vancouver Fees and Charges Bylaw No. 5251, 2023, as amended, replaced, or re-enacted from time to time.
- 57) “**Highway Facilities Development Cost Charge Reserve Fund**” means the District’s Highway Facilities Development Cost Charge Reserve Fund established by the District’s Highway Facilities Development Cost Charge Reserve Fund Establishment Bylaw No. 3939, 1995.
- 58) “**Housing Agreement**” means the agreements, covenants, options and charges granted by BPP to the District pursuant to Section 483 of the *Local Government Act* and noted, or to be noted on title to certain portions of the CV Lands for the purposes of securing the BPP’s provision of either Non-Market Rental Housing Sites or Market Rental Housing Units, as the case may be, on the CV Lands.
- 59) “**Independent Transit Service**” or “**ITS**” has the meaning given in Section 8.9.1.
- 60) “**Land Title Act**” means the *Land Title Act*, RSBC 1996, C. 250.
- 61) “**Local Government Act**” means the *Local Government Act*, RSBC 2015.
- 62) “**Local Parks DCC Reserve Funds**” has the meaning given in Section 8.7.5.
- 63) “**Local Parks, Park Improvements and Plazas**” has the meaning given in Section 8.7.1 and for certainty, includes the infrastructure referred to in Section 8.8.3.
- 64) “**Market Rental Housing Units**” means those Units to be constructed by BPP on portions of the CV Lands that will be protected as purpose-built rental (at market rental rates) in Housing Agreement(s) in accordance with the Cypress Village ADP, the CV Cypress Village Zone, and this Agreement.
- 65) “**McGavin Field**” means the District’s lands legally described as:
- (i) PID: 025-467-450, Lot 1 District Lot 888 Group 1 New Westminster District Plan BCP389; and
 - (ii) PID: 009-409-289, Lot C of Lot A Block 2 District Lot 888 Group 1 New Westminster District Plan 21528.
- 66) “**McGavin Field Contribution**” has the meaning given in Section 8.6.1.
- 67) “**McGavin Field Contribution Date**” has the meaning given in Section 8.6.1.
- 68) “**McGavin Field Licence**” means the licence to use and occupy McGavin Field granted by the District to BPP and dated for reference October 21, 2021.

- 69) “**McGavin Sports Field**” means the new at least 50m x 100m artificial turf sports field and related improvements (e.g. synthetic turf, shock pad, fencing, lighting, landscaping, drainage, irrigation, and ancillary supporting facilities such as washrooms) to be constructed by the District at McGavin Field, which will be designed to accommodate outdoor sports, including community soccer, rugby baseball/softball, playground, running/fitness, ultimate frisbee, outdoor events and other activities to the extent that such activities can be accommodated in the final area/dimensions of the field.
- 70) “**MoTI Lands**” have the meaning given in the Cypress Village Land Agreement.
- 71) “**Natural Areas**” has the meaning given in Section 8.7.9.
- 72) “**Negotiation Period**” has the meaning given in Section 13.1(c).
- 73) “**Non-Market Rental Housing Site**” has the meaning given in Section 8.10.1;
- 74) “**Non Market Rental Housing Units**” means those Units to be constructed by or on behalf of District on those portions of the CV Lands comprising the Non-Market Rental Housing Sites and that will target overall average rental rates that are 70% of the market rents for similar new Units of comparable size and number of bedrooms in buildings similar in location, age, quality, and materials, the actual rental rates of which will be determined by the District in accordance with the Cypress Village ADP (which describes these Units as purpose-built affordable rental housing) and will be specified in Housing Agreement(s) and/or restrictive covenants, as applicable. For clarity, these are the Units described in the CV Cypress Village Zone as “*Rental Apartment* units, affordable rental.”
- 75) “**Notice of Dispute**” has the meaning given in Section 13.1(a).
- 76) “**Occupancy**” means the date upon which an Occupancy Permit has been issued for a Unit.
- 77) “**Occupancy Permit**” means a permit or approval issued by the District authorizing occupation of any Building, or any portion(s) thereof after the date of this Agreement.
- 78) “**Park Dedication Bylaw**” means the District’s Park Dedication Bylaw No. 5213, 2024, the purpose of which includes dedicating the Eagleridge Lands for municipal park.
- 79) “**Parkland Development Cost Charge Reserve Fund**” means the reserve fund established by the District pursuant to the Parkland Development Cost Charge Reserve Fund Establishment Bylaw No. 3940, 1995.
- 80) “**PDA Amenities and Infrastructure**” has the meaning given in Section 8.1.
- 81) “**Regulatory Bylaw Amendments**” means, collectively, the amending bylaws to be enacted by Council with respect to the Cypress Village Development, including:
- (a) the Development Procedures Amendment Bylaw;
 - (b) the District’s Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024;
 - (c) the District’s Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024; and

- (d) the District’s Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024.
- 82) “**Road Closure Bylaws**” has the meaning given in the Cypress Village Land Agreement.
- 83) “**Rodgers Creek Development**” means a comprehensive planned residential community being developed and constructed by BPP in proximity to the CV Lands and commonly referred to as “Rodgers Creek”.
- 84) “**School Site**” has the meaning given in Section 8.1.4;
- 85) “**Sewerage and Drainage Works Regulation Amendment Bylaw**” means the District of West Vancouver Sewerage and Drainage Works Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024.
- 86) “**Sewerage and Drainage Works Regulation Bylaw**” means District of West Vancouver Sewerage and Drainage Works Regulation Bylaw No. 5263, 2023.
- 87) “**Specified Bylaw Provisions**” means, collectively,
- (i) those provisions in the Zoning Bylaw applicable to the Cypress Village Development as of the date of this Agreement;
 - (ii) all those provisions in the CV Cypress Village Zone as of the date of this Agreement;
 - (iii) those provisions in Schedule G of this Agreement, which govern the Cypress Village Development instead of the Subdivision Control Bylaw in accordance with the Subdivision Control Amendment Bylaw; and
 - (iv) all those provisions in the Subdivision Control Amendment Bylaw as of the date of this Agreement.
- 88) “**Subdivision Control Bylaw**” means the District’s *Subdivision Control Bylaw*, No. 1504, 1955, as amended, replaced or re-enacted from time to time.
- 89) “**Subdivision Control Amendment Bylaw**” means the District of West Vancouver Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024.
- 90) “**Substantial Completion**” means certification by BPP’s design consultant that the amenities, works or infrastructure required to be constructed by BPP pursuant to this Agreement have been substantially performed in accordance with the *Builders Lien Act (BC)* or certification by the District’s design consultant that the works or infrastructure required to be constructed by the District pursuant to this Agreement have been substantially performed in accordance with the *Builders Lien Act (BC)*;
- 91) “**Term**” means the term of this Agreement set out in Section 5.1.
- 92) “**Transferred Lands**” has the meaning given in Section 10.1.

- 93) **“Underground Wiring DCC Reserve Funds”** has the meaning given in Section 8.11.8.
- 94) **“Unit”** means a Dwelling as defined in the Zoning Bylaw and an Apartment as defined in the CV Cypress Village Zone and for certainty includes any residential unit in the Cypress Village Area.
- 95) **“Waiver Period”** has the meaning given in Recital K;
- 96) **“Water Reserve Funds”** has the meaning given in Section 8.11.10.
- 97) **“Waterworks Regulation Amendment Bylaw”** means the District of West Vancouver Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024;
- 98) **“Waterworks Regulation Bylaw”** means the District of West Vancouver Waterworks Regulation Bylaw No. 5260, 2023.
- 99) **“Zoning Bylaw”** means the District West Vancouver Zoning Bylaw, No. 4662, 2010, as amended, replaced or re-enacted from time to time.

SCHEDULE “C”

CV CHILD CARE FACILITIES TERMS OF REFERENCE

1. Defined Terms:

For the purposes of this Schedule “C”:

- (a) “**Provincial Regulations**” means all applicable provincial guidelines, regulations and policies relating to the design and construction of the child care facilities in British Columbia, including the *Child Care Licensing Regulation*, B.C. Reg. 332/2007 and the Ministry of Health, *Director of Licensing Standards of Practice – Safe Play Spaces*, all as may be amended updated or replaced from time to time up to the date of the Building Permit issuance for the applicable CV Child Care Spaces.
- (b) “**VCH Guidelines**” means all applicable guidelines, regulations and policies published by Vancouver Coastal Health Authority relating to the design and construction of child care facilities in British Columbia, including without limitation the *Vancouver Coast Health Design Resource Guide for Child Care Facilities*, June 2012, all as may be amended updated or replaced from time to time up to the date of the Building Permit issuance for the applicable CV Child Care Spaces.

2. Intent:

The CV Child Care Facilities must:

- (a) Satisfy the VCH Guidelines and any applicable District policies in effect at the time the CV Child Care Facilities are developed.
- (b) Be capable of being licensed by Vancouver Coastal Health and other relevant licensing policies and/or bodies at the time of construction of the CV Child Care Facilities and in accordance with applicable Provincial Regulations.

3. Operations:

- (a) At the District’s option, BPP or the District will be responsible for engaging the initial non-profit childcare operators of the CV Child Care Facilities. If the District elects to have BPP engage the initial non-profit childcare operator of any CV Child Care Facility, the terms of such engagement must be to the satisfaction of the District, acting reasonably.
- (b) In recognition that the application of the Provincial Regulations can vary based on Local Child Care Licensing Officer’s interpretation of program needs, the District will, to the extent practicable, involve the Licensing Officer in the design and development of the CV Child Care Facilities.

4. Specifications:

- (a) BPP will design the CV Child Care Facilities to ensure that there is safe, secure and convenient access for children, staff and parents.

- (b) BPP will ensure that the CV Child Care Facilities are equipped with any special features required by the Provincial Regulations and/or VCH Guidelines for childcare spaces located in a mixed-use developments.
- (c) BPP will be responsible for providing at BPP's cost all Furniture, Fixtures, and Equipment (FF&E) based on the minimum requirements of the Provincial Regulations and VCH Guidelines to create a functional space for the operation of the CV Child Care Facilities.

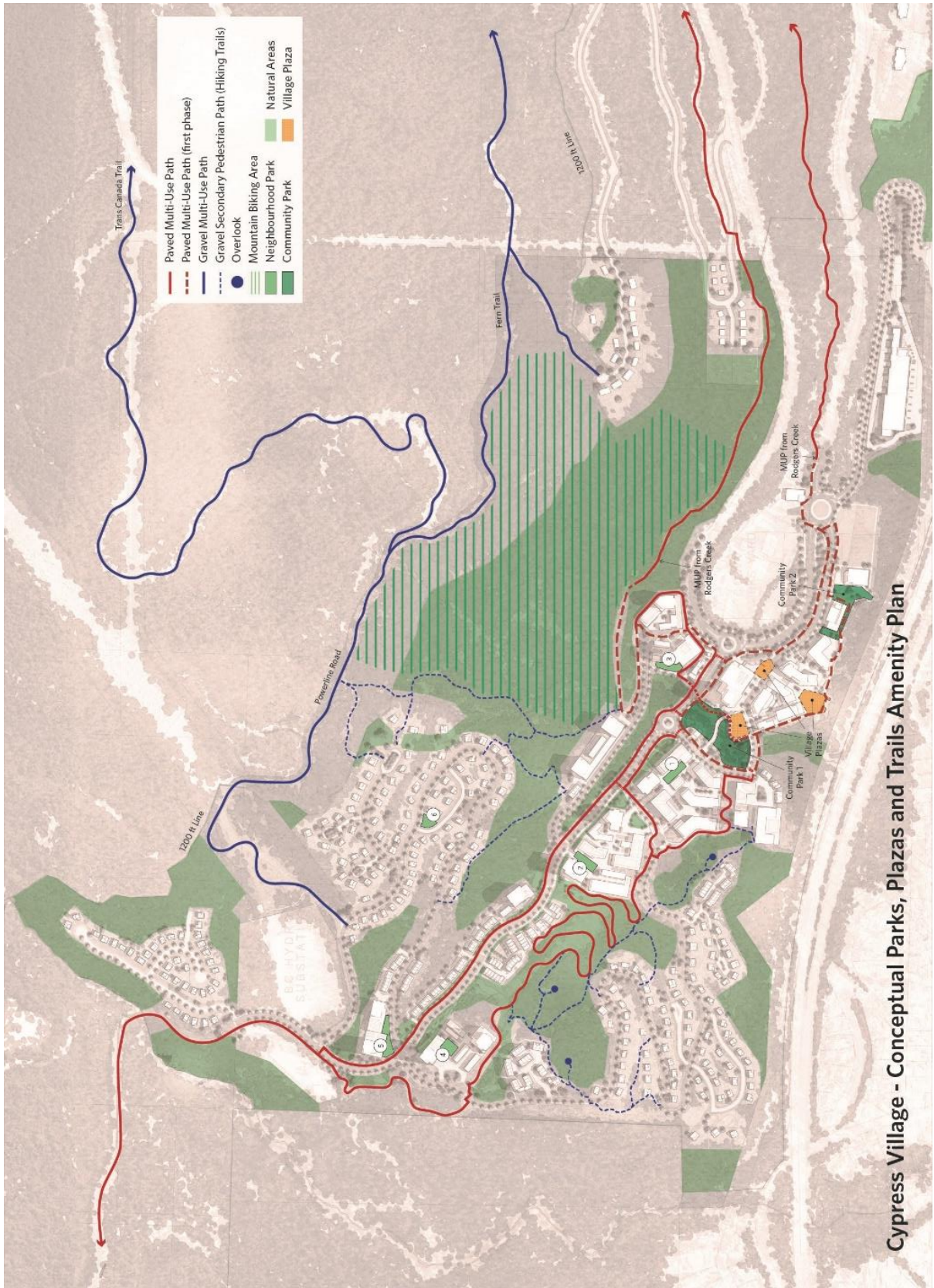
SCHEDULE “D”

LOCAL PARKS, PARK IMPROVEMENTS, PLAZAS AND NATURAL AREAS

Local Parks, Park Improvements and Plazas (Conceptual)¹	Millions (\$) ^{2, 3, 4 & 5}	Complete by Earlier of Date Units Occupied, or the date of Occupancy of any adjacent Building in the case of a freestanding park or plaza on land, or within 1 year following Substantial Completion of the applicable structure up to grade in the case of a park or plaza on structure (e.g. underground parkade)
Village Plazas	\$4.725	600
Community Park 1	\$1.575	600
Neighbourhood Park 1	\$1.575	1000
Community Park 2	\$1.575	1400
Neighbourhood Park 2	\$1.575	1500
Neighbourhood Park 3	\$1.575	2000
Neighbourhood Park 4	\$1.575	2500
Neighbourhood Park 5	\$1.575	3000
Neighbourhood Park 6	\$1.575	3500
Total	\$17.325	3500

Notes:

1. The location of each park and plaza is shown conceptually in the plan below.
2. Amounts indicated are to be inflated annually by the Statistics Canada Building Construction Price Index for Non-Residential Buildings, Division composite for Vancouver, B.C. Q4, 2021 to the date the applicable construction contracts for the works are entered into.
3. BPP’s overhead is capped at 10% of total costs.
4. Costs include any infrastructure referred to in Section 8.8.3, regardless of whether such infrastructure is located within the parks or plazas listed in column 1. For the purposes of the accounting of the total construction cost of the park or plaza for verification pursuant to Section 8.7.6, BPP will allocate the costs of any infrastructure referred to in Section 8.8.3 to the nearest park or plaza. Such infrastructure will be located and designed as part of future park planning and trail planning processes.
5. Subject to note 4 above, each line item is the minimum for the applicable park or plaza and any cost of such park or plaza does not reduce the cost of others.



Cypress Village - Conceptual Parks, Plazas and Trails Amenity Plan

SCHEDULE “E”

INDEPENDENT TRANSIT SERVICE

BPP is required to provide the minimum Peak Hour Passenger and weekly operational hours to the Independent Transit Service as outlined in the following table.

Stage	Units Occupied	Minimum Required (PM) Peak Hour Passenger Capacity	Daily Span (Minimum # of Hours of Service/Day)			Minimum Peak Period (3 hour) One-way Trips (Peak direction / Off-peak direction)		Notes
			Weekday	Sat	Sun	AM	PM	
Stage 1	1+	16	6	-	-	4 / 3	5 / 4	Stop(s) in the Mixed-Use Village Core area only
Stage 2	240	36	12	-	-	4 / 4	5 / 5	Stop(s) in the Mixed-Use Village Core area only
Stage 3	820	87	15	12	8	7 / 7	9 / 9	Stop(s) in the Mixed-Use Village Core area only
Stage 4	1,860	147	16	12	8	9 / 9	12 / 12	Extended approx. 250 metres west of Cypress Bowl Road along Eagle Lake Road
Stage 5	3,375	182	16	12	8	12 / 12	15 / 15	Extended approx. 900 metres west of Cypress Bowl Road along Eagle Lake Road

*Operator requirements will be in accordance with TransLink requirements.

SCHEDULE “F”

MARKET RENTAL HOUSING – UNIT COUNT THRESHOLDS

Cumulative Total Fee Simple Units Occupied¹	Cumulative Total Market Rental Housing Units Delivered that are not Assisted Living, Community Care Facility, or Supportive Housing Units as defined in the CV Cypress Village Zone^{2, 3, 4}
875	At least 100
1,900	At least 200
2,650	At least 300

1. Refers to the number of fee simple Units that have been issued an Occupancy Permit.
2. Refers to the number of Market Rental Housing Units that have been issued an Occupancy Permit and secured via a Housing Agreement in a form and content satisfactory to the District and BPP, acting reasonably.
3. The CV Cypress Village Zone requires a minimum of 553 “Rental *Apartment* units, market rental” (as defined in the CV Cypress Village Zone) and sets out that “for the purposes of the CV Zone, no more than 225 *Assisted living, Community Care Facility, or Supportive Housing Use* units” shall be considered market rental *Apartment* units.
4. Notwithstanding the total number of the fee simple Units built, the full requirement of the Market Rental Housing Units in the CV Cypress Village Zone (i.e. a total of 553 units) must be satisfied during the Term of the Cypress Village Phased Development Agreement.

SCHEDULE “G”

SERVICING STANDARDS

DEFINED TERMS

1.1 In this Schedule G, the following definitions shall apply:

- (a) “11th Street Pump Station” means the District-owned pump station located at Mathers Avenue and 11th Street in West Vancouver generally as shown on the concept plan in Appendix G-A.
- (b) “Cross-Country Watermain” means the existing 1.6 km transmission watermain known as the ‘cross-country watermain’ in the existing Eagle Lake Road alignment, with general extents from Cypress Bowl Road to Cypress Creek.
- (c) “CV-C1 Reservoir” means a new reservoir to be constructed to provide fire flow storage and domestic balancing with emergency capacity to serve the Cypress Village Development, the location of which is generally as shown on the concept plan in Appendix G-A.
- (d) “CV-C2 Reservoir” means a new reservoir to be constructed to provide fire flow storage and domestic balancing with added emergency capacity to serve the Cypress Village Development as well as development outside of the Cypress Village Area, the location of which is generally as shown on the concept plan in Appendix G-A.
- (e) “CV Works and Services” has the meaning set forth in Schedule B Definitions of the Cypress Village Phased Development Agreement to which this Schedule G is attached.
- (f) “Design Standards and Guidelines” means the following, or versions thereof as amended from time to time if agreed to in writing by both the District and BPP, acting reasonably, except for changes that the District can make without needing written agreement from BPP pursuant to Section 516(6) of the *Local Government Act*:
 - (i) Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads (2017);
 - (ii) British Columbia Active Transportation Design Guidelines (2019);
 - (iii) Master Municipal Construction Documents (MMCD) (2019);
 - (iv) MMCD Design Guidelines (2014), including consideration from the publications Hillside Standards section.
 - (v) ANSI/AWWA C601, Standard for Disinfecting Water Mains.
- (g) “Diversion Pipe” means a high flow stormwater diversion pipe to convey runoff from the Godman and Turner Watersheds to the ocean, with extents consistent with that as outlined in the western branch in the Five Creeks Integrated Stormwater Management Plan (ISMP) and as illustrated in the concept plan in Appendix G-A.
- (h) “Earthworks” means construction operations connected with excavation, movement, removal or deposit of soils in order to disturb, alter, and re-profile naturally occurring land surface, contours and/or elevations.

- (i) “On-site” means new roadways, active transportation networks, sewer, water, and drainage infrastructure intended to directly service and provide access to and through the Cypress Village Development, generally within the Cypress Village Area.
- (j) “Off-site” means existing roadways, active transportation networks, sewer, water and drainage infrastructure requiring improvement to support the Cypress Village Development while maintaining and/or enhancing already established municipal service levels, generally outside the Cypress Village Area. In some cases, off-site infrastructure such as improvements of Cypress Bowl Road is the jurisdictional authority of the Ministry of Transportation and Infrastructure.
- (k) “Queens Avenue Transmission Watermain” means the existing District-owned transmission watermain with general extents as shown in the concept plan in Appendix G-A.
- (l) "Storm Diversion Intake/Splitters” means high flow intakes or splitters in Godman Creek and Turner Creek, which are needed for the existing creek flow diversion.
- (m) "Underground Wiring Works” has the meaning set out in Section 14.1 of this Schedule G.
- (n) “Westmount Pump Station” means the District-owned pump station located between Cypress Bowl Road and Westmount Road, southeast of the District Operations Centre, the location of which is generally as shown on the concept plan in Appendix G-A.
- (o) “Westmount Reservoir” means a replacement reservoir to be constructed to provide fire flow storage and domestic balancing with added emergency capacity to serve development outside of the Cypress Village Area, the location of which is generally as shown on the concept plan in Appendix G-A.

ON-SITE ROADWAY DESIGN CRITERIA

- 2.1 The On-Site access and road network configuration for the Cypress Village Development must be consistent with the concept plan attached in Appendix G-A.
- 2.2 Road sections and parking for the Cypress Village Development must be consistent with the concept schematics shown in Appendix G-B and consistent with the On-site Road Design Criteria outlined in Table 1.
- 2.3 Detailed design of On-Site roadways for the Cypress Village Development is subject to review and approval by the District, and must be in accordance with the Design Standards and Guidelines except where Table 1 supersedes those, or as specified by the regulatory agency, other than the District, having jurisdictional authority (e.g. Ministry of Transportation and Infrastructure over Cypress Bowl Road).
- 2.4 If vehicular entrances to development sites and parking in the Cypress Village Development are proposed to be provided from Eagle Lake Road, differently than as permitted by the CV4: Cypress Village Form and Character Development Permit Area Guidelines, technical feasibility is to be completed by a Qualified Professional and submitted to the District for approval. Vehicular entrances to development sites and parking in Cypress Village should be provided from local streets rather than from Eagle Lake Road except as permitted by the CV4: Cypress Village Form and Character Development Permit Area Guidelines.
- 2.5 Road layouts (including alignment, grade, width, turning radius, and geometry) in the Cypress Village Development must be designed to allow access by first responders; when developing design, consideration will be given to the operations of those emergency services’ equipment and vehicles.
- 2.6 Selection of pavers shall be proposed by BPP at the time of subdivision, with selection rationale to include safety considerations, operating/maintenance considerations, neighbourhood character, compliance with

the Design Criteria and Guidelines, as well as sourcing and availability as appropriate, and is subject to review and approval by the District in accordance with this Schedule G.

Table 1: On-site Road Design Criteria

Streetscape Sections (per Appendix G-B)	Cypress Bowl Road (Section A1 to A3)	Westmount Connector (Section C1 to C3)	Eagle Lake Road (Sections B1 to B5)	Village Street (Sections D1 Alternatives & D2)	Local Road (Section E1)	Local Road (Section F1)	Local Road (Section F2)	Local Road (Section H1)	Local Road (Section G1)
Design Speed (km/h)	50 - 60	30	40	30	30	30	30	30	30
Posted Speed (km/h)	60	30	40	30	30	30	30	30	30
Road Allowance / R.O.W. (m)	Varies	15.4 (C1,C2) 18.5 (C3)	28.8 (B1 – Passenger Loading Zone) 20.5 (B2 – Bridge Crossing) 18.2 (B3) 20.4 (B4) 18.5 (B5)	18.20 (D1) 17.45 (D1 Alt) 17.10 (D2-Bridge Crossing)	17.9	20.4	15.7	13.0	15.0
Number of Through Lanes	2	2	2	2	2	2	2	2	2
Parking Lane (None, 1 or both sides) *(See Note 1)	None	None	None (B1, B2, B4) One Side (B3, B5)	Both Sides (Mixed-Use Village Core only)	One Side	Both Sides	One Side	None*	None*
Pedestrian Facility (None, 1 or both sides)	Both Sides (A1) None (A2, A3)	Both Sides	Both Sides	Both Sides	Both Sides	Both Sides	Both Sides	One Side	One Side
Bike Facility (Type)	Multi-Use Pathway (Both Sides) (A1) Bike lane / Shoulder Lane (Both sides) (A2) None (A3)	Multi-Use Pathway (One Side) / Shared-Use Lane (One Side) (C1, C2, C3)	Multi-Use Pathway (Both Sides) Shared-Use Lane (One Side) (B1, B2, B3) Multi-Use Pathway (One side) Shared-Use Lane (One Side) (B4, B5)	None (D1) Multi-Use Pathway (One Side) (D1 Alt, A2) Multi-Use Pathway (Both Sides) (D2)	Multi-Use Pathway (One Side)	Multi-Use Path (One Side)	None	None	None
Maximum Grade (%)	meet existing	12.0	12.0	7.0	8.0	12.0	12.0	12.0	12.0

*Note 1: No dedicated parking lane but short lay-by areas may be provided in boulevard space.

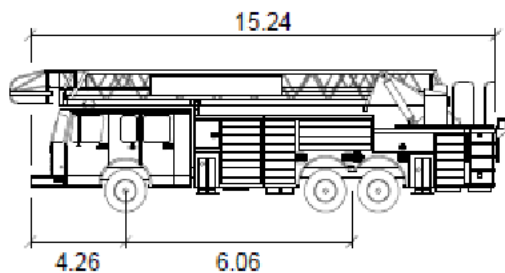
ROUNDABOUTS DESIGN CRITERIA

- 3.1 The detailed design and completed construction for roundabouts to serve the Cypress Village Development will be in accordance with Table 2A and associated notes in Table 2B.
- 3.2 Detailed designs including the final geometry for the roundabouts serving the Cypress Village Development are subject to review and approval by the District and the regulatory agency having jurisdiction (e.g. Ministry of Transportation and Highways).

Table 2A: Roundabout Design Criteria

	Cypress Bowl Road / Westmount	Cypress Bowl Road / Eagle Lake Road	Eagle Lake Road / Godman Way
Inscribed Circle Diameter (Gutter Pan)	50m	40m	16.5m
Truck Apron Radius (Face of Curb)	18.5m	13m	9.5m
Center Island Radius (Face of Curb)	16.9m	9.4m	4.5m
Turning Movement Vehicle (Clear movement)	WV Ladder Truck	WV Ladder Truck	WV Ladder Truck
Turning Movement Vehicle (Overtrack into Apron)	WB-20 (2)	WB-20 (2)	WB-20 (4)
Minimum distance from ICD to crosswalk	6m	6m	6m
Minimum distance from crosswalk to lane taper for shoulder	15m (2)	15m (2)	15m (2)
Splitter island dimensions	Minimum 2.4m width (3)	Minimum 2.4m width (3)	Minimum 2.4m width (3)
Refer to <i>Table 2B</i> for additional information			

Figure 1: West Vancouver Ladder Truck

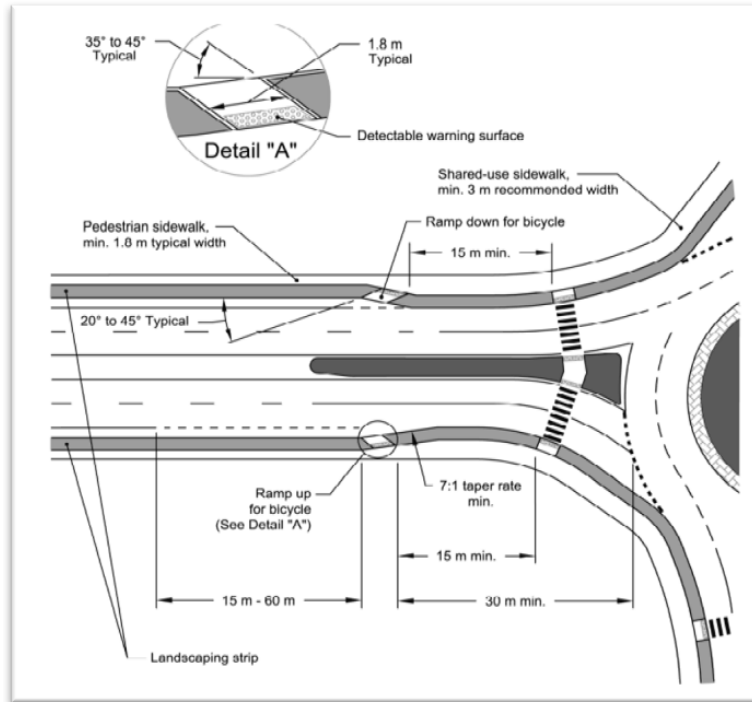


West Van Ladder Truck

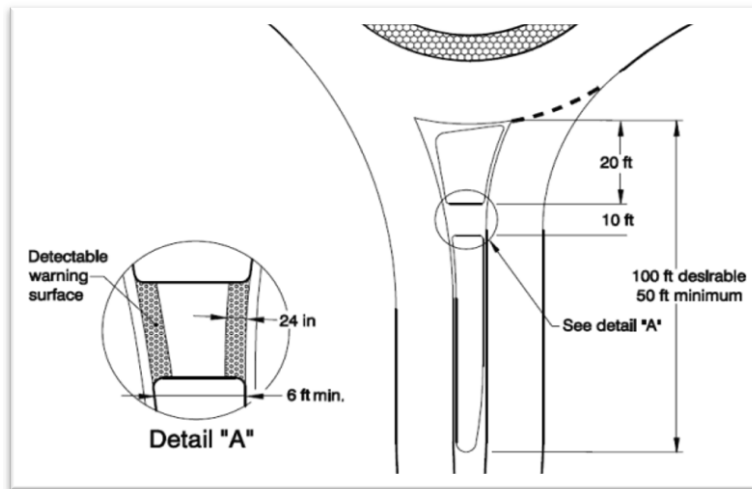
	metres
Width	: 2.44
Track	: 2.44
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

Table 2B – Roundabout Design Notes

1. WB20 over-tracking allowed on the mountable apron for rear axle only: Front axle does not mount truck apron.
2. Reference figure from BC Supplement to TAC below.



3. As per TAC Canadian Roundabout Design Guide - 6.3.4, a minimum 2.4 m is required at the crossing point where a pedestrian refuge is required. Reference figure from Kansas City Roundabout Guide for splitter island dimensions.



4. WB-20 turning movement assuming vehicle allowed to mount gutter at the approach along the outside edge of the circular roadway.
5. Design criteria for roundabouts in the Ministry of Transportation and Infrastructure's jurisdiction is to be treated as a guide with the ultimate criteria to be confirmed and approved by the Ministry of Transportation and Infrastructure and the District.

OFF-SITE ROADWAY DESIGN CRITERIA

- 4.1 The scope of Off-Site roadway reconfigurations and upgrades on Cypress Bowl Road at Cypress Bowl Lane and the Cypress Bowl Road Interchange must be consistent with the concept drawing in Appendix G-C, with final concepts including roadway dimensions and geometry to be confirmed in detailed drawings to be submitted by BPP that are subject to review and approval by the Ministry of Transportation and Infrastructure.
- 4.2 The scope of Off-Site roadway reconfigurations and upgrades at Wentworth Avenue, where the proposed Westmount Connector will intersect, as well as south of Highway 1 at Westridge Avenue/Westmount Road, must be consistent with the road concepts in Appendix G-C, with final concepts including roadway dimensions and geometry to be confirmed in detailed drawings to be submitted by BPP that are subject to review and approval by the Ministry of Transportation and Infrastructure.
- 4.3 Standards and criteria as directed by the Ministry of Transportation and Infrastructure for the Off-Site roadway reconfigurations and upgrades must be met.
- 4.4 Detailed design of the Off-site roadway works for the Cypress Village Development is subject to review and approval by Ministry of Transportation and Infrastructure.

ACTIVE TRANSPORTATION DESIGN CRITERIA

- 5.1 The active transportation network and connectivity plan for the Cypress Village Development must be consistent with the concept plan in Appendix G-A.
- 5.2 The standards and criteria for the active transportation network for the Cypress Village Development must be consistent with Table 3.
- 5.3 Active transportation network concepts and geometry for the Cypress Village Development are to be developed in accordance with the Design Standards and Guidelines, except where Table 3 supersedes those.
- 5.4 Detailed design for the active transportation network for the Cypress Village Development is subject to review and approval by the District.
- 5.5 Detailed design and specifications for the active transportation network for the Cypress Village Development must be in accordance with the Design Standards and Guidelines, except where Table 3 supersedes those, or as specified by the regulatory agency, other than the District, having jurisdictional authority.

Table 3: Active Transportation and Multi-Use Path Design Criteria

Facility Type	Separated Bi-directional Multi-Use Path (MUP) ¹ [Mountain Path]	Bi-directional MUP [Eagle Lake Road (ELR) South Side]	Uni-directional MUP [ELR North Side]	Shared-Use Vehicle Lane [ELR South Side]	Secondary Emergency Access Route [Caulfeild Access] ²	Recreational Trail / mountain bike access [Powerline Road Emergency Access] ³
Direction	Both	Both	Uphill	Downhill	Both	Both
Road Section Reference	N/A	B1, B2, B3	B1, B2, B3, B4, B5	B1, B2, B3, B4, B5	N/A	N/A
Intended Users	Pedestrians, Cyclists, Non-motorized modes	Pedestrians, Cyclists, Non-motorized modes	Pedestrians & Cyclists	Cyclists & Vehicles	Pedestrians & Cyclists	Hikers & Mountain Bikers
Vehicle Access Accommodation ⁴	Light Utility Vehicle (LSU TAC 2017)	Light Utility Vehicle (LSU TAC 2017)	Bicycle	District Fire truck	Light Utility Vehicle	Light Utility Vehicle
Surface Treatment	Asphalt	Asphalt	Asphalt	Asphalt	Asphalt / Millings	Gravel ⁹
Structure	50mm Asphalt 150mm Granular Base Gravel	50mm Asphalt 150mm Granular Base Gravel	50mm Asphalt 150mm Granular Base Gravel	Per road section	As determined by a qualified professional in accordance with Section 11.2 of this Schedule.	As determined by a qualified professional in accordance with Section 11.2 of this Schedule.
Minimum Pathway Width (m)	4.0 ⁵	4.0 ⁵	3.0	4.3	4.0	4.0
Gravel Shoulder Width ⁶ (m)	0.5m (each side)	N/A	N/A	N/A	0.5m (each side)	N/A
Maximum longitudinal grade	As per the Design Standards and Guidelines	As per the Design Standards and Guidelines	Per Road Design Maximum = 12%	Per Road Design Maximum = 12%	Maximum 12%	Maximum 12%
Lighting / Illumination / Safety Provisions ^{7, 8, 10}	Yes	Yes, as part of roadway	Yes, as part of roadway	Yes, as part of roadway	No	No

Notes:

- (1) Does not apply to the portion of the Mountain Path being built as part of the Rodgers Creek development.
- (2) Caulfeild Access is a multi-use trail intended for emergency vehicles, pedestrians, and cyclists, not a MUP.
- (3) Powerline Road is a multi-use trail intended for emergency vehicles, hikers, and mountain bikers, not a MUP.
- (4) 5.0m minimum horizontal curve radius.
- (5) Minimum pathway width may be reduced to minimum of 3.0m where additional pathways are provided nearby.
- (6) Minimum 0.5m horizontal clearance should be maintained from pathway edge to obstructions (trees, furniture, etc.).

- (7) Safety provisions such as bollards, signage, paint markings and symbols to be implemented where possible and appropriate, with consideration for adequate stopping sight distances.
- (8) Spacing of lighting to be confirmed in detailed design.
- (9) Subject to maintenance considerations.
- (10) Pathway design to give consideration to snow removal, operations, and storage.

6.0 TRANSIT SYSTEM DESIGN CRITERIA

- 6.1 The transit system infrastructure serving the Cypress Village Development must be to the satisfaction of the District acting reasonably and must be in accordance with standards and criteria to be as directed by the regional transportation authority, TransLink.
- 6.2 Bus shelters for the transit system must be covered, must each include a bench for sitting under the covered area, must incorporate accessibility standards, and must have a standardized design.
- 6.3 Terms and conditions regarding maintenance of transit stop infrastructure, such as shelters and signage, during the interim period operating as an independent transit service, will be defined in an agreement between the District and BPP at the time of subdivision servicing, if not already prescribed in the Independent Transit Service agreement with TransLink.

7.0 WATER SERVICING DESIGN CRITERIA

7.1 Design Demand Criteria:

- (1) 992.7 L/cap/day Maximum Day Demand
- (2) Fire Flows [Development: Flow; Duration]:
 - (a) Single Family Residential: 60 L/s; 1.5 hours
 - (b) Multi-Family Residential (Low-Rise): 120 L/s; 2.0 hours
 - (c) Multi-Family Residential (High-Rise): 200 L/s; 2.5 hours
 - (d) Commercial / Institutional: 150 L/s; 2.0 hours
 - (e) Industrial: 225 L/s; 3.0 hours
- (3) Domestic Balancing Storage is 25% of the Maximum Day Demand volume required
- (4) Emergency Storage is 25% of the total combined volume required for Domestic Balancing Storage and Fire Flow Storage
- (5) Pressure [Zone: min/max elevation]
 - (a) CV-C1: Static HGL 401m [296m/366m]
 - (b) CV-C2: Static HGL 331m [226m/296m]
 - (c) CV-P2: Static HGL 261m [164m/226m]
- (6) Detailed design of and specifications for the On-Site and/or Off-Site water servicing works for the Cypress Village Development must be in accordance with the Design Standards and Guidelines, except where superseded by Sections 7.1 (1), (2), (3), and (4) of this Schedule.
- (7) Any potable watermain distribution tie-ins to commission a new On-Site or Off-Site system or portion thereof will be completed by District personnel at BPP's cost plus a 10% administration fee unless the works are included in a cost share agreement per Schedule H, whereby the costs for tie-in and commissioning will be allocated as per Schedule H.

7.2 Cross-Country Watermain Requirements:

- (1) The existing Cross-Country Watermain will be relocated within a standard cross-section in the new re-aligned Eagle Lake Road, as part of the replacement of the existing Eagle Lake Access Road, with general extents from Cypress Bowl Road to Cypress Creek.

7.3 Pump Stations Requirements:

- (1) The existing 11th Street Pump Station will be replaced with a new 11th Street Pump Station as required to accommodate the demand set out in Table 4:

Table 4: Future 11th Street Pump Station Flow Components

Demand Source	Maximum Day Demand (L/s)
<i>West Vancouver Demand:</i>	
• Existing demands ¹	232.3
• Horseshoe Bay (Sewells) ¹	4.6
• Rodgers Creek ¹	32.9
• Other Future Demands ²	8.8
• Subtotal	278.6
<i>Cypress Village Demand:</i>	
• Cypress Village (Phase 1 + 2)	79.4
<i>Total Demand:</i>	
• Total	358
Notes: 1. Flow value from MWSS 2. Calculated based on MWSS	

- (2) The District may explore a phased build-out of the total Cypress Village Development water requirement from the 11th Street Pump Station during the detailed design (e.g. building the pump station to house 4 pumps but only installing 3 pumps initially with a 4th pump to be installed when warranted by demand), but the District implementing a phased build-out is subject to prior written agreement by BPP which is not to be unreasonably withheld.
- (3) The existing Westmount Pump Station will be replaced with a new Westmount Pump Station as required to accommodate the demand set out in Table 5:

Table 5: Future Westmount Pump Station Flow Components

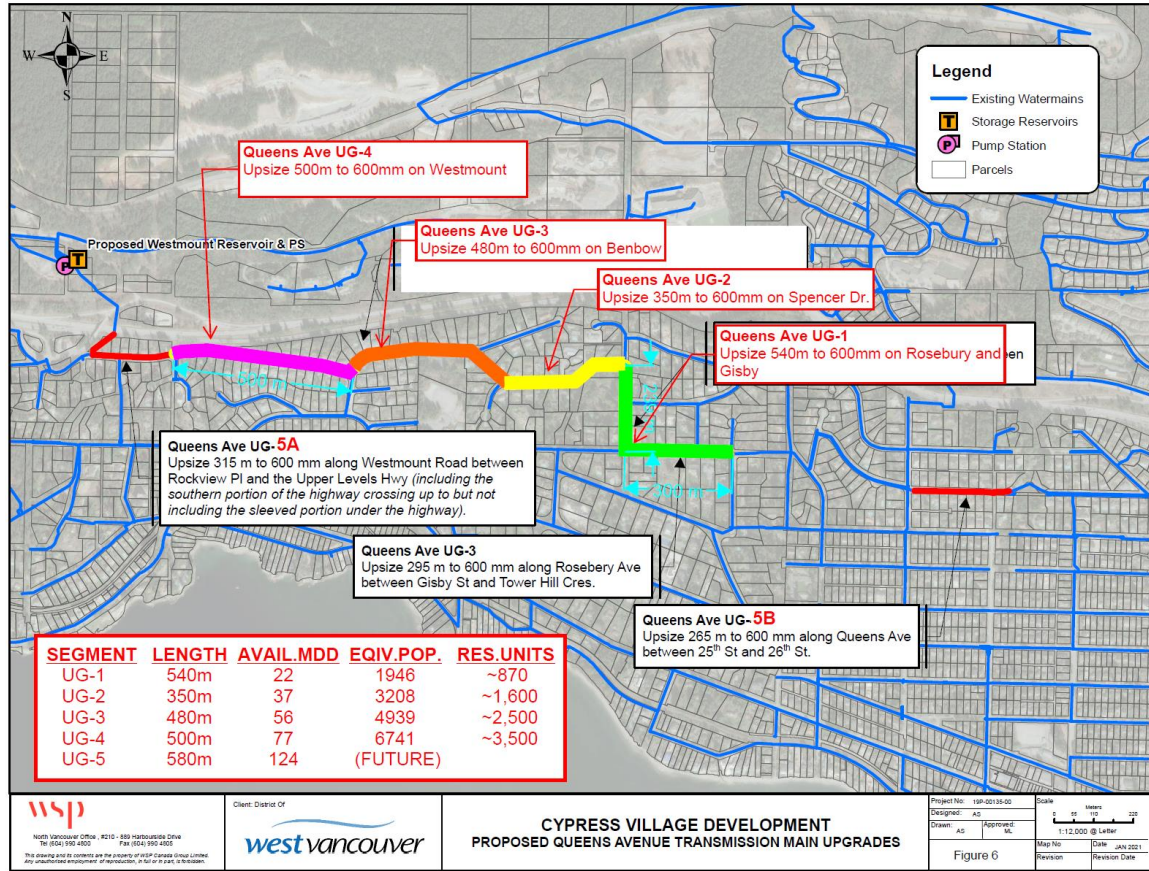
Demand Source	Maximum Day Demand (L/s)
<i>West Vancouver Demand:</i>	
• Existing demands ¹	99.8
• Horseshoe Bay (Sewells) ¹	4.6
• Other Future Demands ²	7.9
• Subtotal	112
<i>Cypress Village Demand:</i>	
• Early CV Demands ³	16
• Balance of CV Demands ³	63.4
• Subtotal	79.4
<i>Total Demand:</i>	
• Total	191.4
Notes: 1. Flow value from 2016 MWSS 2. Calculated based on 2016 MWSS	

- (4) BPP may explore a phased build-out of the total Cypress Village Development water requirement from the new Westmount Pump Station during the detailed design (e.g. building the pump station to house 4 pumps but only installing 3 pumps initially with a 4th pump to be installed when warranted by demand), but BPP implementing a phased build-out is subject to prior written agreement by the District which is not to be unreasonably withheld.

7.4 Queens Avenue Transmission Watermain Requirements:

- (1) The existing Queens Avenue Transmission Watermain between the Westmount and 11th Street Pump Stations will be upgraded as required to provide the capacity to service the Cypress Village Development.
- (2) The extent of work includes installation of approximately 2.5km of watermain from 29th Avenue to Westridge Avenue, as illustrated in the concept plan in Appendix G-A.
- (3) The work may be divided into up to 5 phases (UG-1, UG-2, UG-3, UG-4, UG-5) as illustrated in Figure 1.

Figure 1: Conceptual Phasing of the Queens Avenue Transmission Watermain



- (4) Any portion of existing public sidewalk or existing roadway that is disturbed or altered as a result of constructing any portion of the Queens Avenue Transmission Watermain shall be repaved. Repaving shall include the full width of the disturbed traffic lane and/or the disturbed sidewalk, including curb and gutter, or both.
- (5) Where phase(s) of the upgrades to the Queens Avenue Transmission Watermain, which is contained within existing District road allowances, occur adjacent to other offsite works

required to service the Cypress Village Development, the design must be coordinated regardless of the timing of the delivery of the works.

7.5 Reservoir Requirements:

- (1) Three reservoirs will be constructed to provide fire flow storage, domestic balancing storage and emergency storage capacity for the Cypress Village Development. These are referred to as the “Westmount”, “CV-C1”, and “CV-C2” water storage reservoirs, as generally shown on the concept plan in Appendix G-A.

7.6 SCADA, Controls & Implementation:

- (1) The pump station and reservoir works noted above in Sections 7.3 and 7.5 of this Schedule G will be equipped with remote monitoring and control capabilities and be integrated with the District’s existing SCADA systems. In this regard, BPP and their qualified professional will be responsible for the following:
 - (a) Complete Electrical, Instrumentation, and Communications (EIC) design and specifications.
 - (b) Work with the District to develop a control strategy for the pump stations/reservoirs to be used for the RTU and SCADA programming. Control and functionality requirements, and pump station/reservoir alarms, will be documented in detail in this document.
 - (c) The pump station/reservoir design will include a new Motorola RTU as the PS control system.
 - (d) Complete a radio path from the new pump station and/or reservoir site to the District master station must be verified prior to commissioning and/or as part of the design process (i.e. radio path study).
 - (e) Manage and facilitate start-up and commissioning activities for all aspects of the pump stations and reservoirs, including electrical and controls and SCADA tie-in.
 - (f) Carry out Motorola RTU programming for the new pump station and reservoir works based on the functional description. Programming work will include SCADA programming and IP Gateway configuration at the master station as well as the SCADA alarms. In the case where existing pump stations or reservoirs are being replaced, the RTU, radio and antenna system will be new with the intention to have new pump stations and/or reservoirs fully programmed and operational before demolishing the existing pump stations.
 - (g) Review the Contractor’s commissioning plan and organize discussions with the Contractor and District to coordinate the testing, start-up, and commissioning activities. Coordination items will include: programming and testing of the RTU and SCADA system, tie-ins to District water distribution system, and start-up and testing of all Contractor installed mechanical and electrical components. BPPs qualified professional will witness all performance tests and provide support during testing and commissioning. All commissioning documentation will be provided.
- (2) Backup power will be provided for at all pump stations unless otherwise determined by the District.

8.0 SANITARY SERVICING DESIGN CRITERIA

8.1 Sewer Design Criteria:

- (1) Base Flow: 300 L/cap/day
- (2) Inflow & Infiltration (new development): 17,900 L/ha/day (includes 15% factor for climate change)
- (3) Inflow & Infiltration (existing system): 29,100 L/ha/day
- (4) Commercial ADWF: 45,000 L/ha/day
- (5) Institutional ADWF: 15,000 L/ha/day
- (6) Industrial ADWF: 25,000 L/ha/day
- (7) Pipe roughness Manning's coefficient (gravity): 0.013
- (8) Pipe friction Hazen-Williams coefficient (pressure): 120
- (9) Maximum d/D ratio (gravity):
 - (a) 0.5 (\leq 250 mm diameter)
 - (b) 0.7 (\geq 300 mm diameter)
- (10) Minimum Velocity
 - (a) 0.61 m/s (gravity)
 - (b) 0.9 m/s (pressure forcemain)

8.2 Detailed design of the On-Site and/or Off-Site sanitary servicing works and services for the Cypress Village Development will be in accordance with the Design Standards and Guidelines, except where superseded by Section 8.1 of this Schedule.

8.3 Alternate Solution:

Where the Sewer Design Criteria as per Section 8.1 cannot be met, a proposed alternative solution must be provided and is subject to review and approval by the District. This includes any interim sanitary sewer condition proposed for different stages of the Cypress Village Development.

8.4 Sanitary System Sewer Requirements:

- (1) Existing sanitary sewers must be upgraded as required to provide net additional capacity to service the Cypress Village Development demands.
- (2) Off-Site sewer system upgrades are anticipated between Cypress Bowl Road and Metro Vancouver's Hollyburn Interceptor system at Gables Lane, as illustrated in the concept plan in Appendix G-A.
- (3) On-Site and Off-Site sanitary sewer works and services will be constructed throughout the Cypress Village Development buildout as determined through system analysis at the time of subdivision.
- (4) Any portion of existing public sidewalk or existing roadway that is disturbed or altered as a result of constructing any portion of the Off-Site sanitary sewer system shall be repaved. Repaving shall include the full width of the disturbed traffic lane and/or the disturbed sidewalk, including curb or gutter, or both.

9.0 RAINWATER MANAGEMENT AND CONVEYANCE CRITERIA

9.1 Principles

The following principles will guide the rainwater management and conveyance strategy for the Cypress Village Development:

- (1) The rainwater management strategy for the Cypress Village Development will be designed to maintain the quantity and quality of water in the natural drainage systems of the Cypress Village Area and avoid negative downstream impacts.
- (2) Low Impact Development features will be combined with productive natural wetland ecosystems to yield a system that removes pollutants, avoids increased erosion and flood risk, and encourages habitat growth.
- (3) Consistent with the Five Creeks Integrated Stormwater Management Plan, the western leg of the diversion system will be constructed to serve the Cypress Village Development and will be tied into the existing diversion system, which will safely convey potentially damaging high runoff flows from significant weather events into the ocean.
- (4) Provided that the diversion system is in-place, on-site detention is not required.
- (5) The rainwater management and conveyance strategy for Cypress Village will include Cypress Village-specific design criteria that will be developed through the Hydrotechnical Master Plan, Subdivision Rainwater Management Plans, and Building Permit Rainwater Management Plans described in Section 9.2. The Cypress Village specific on-lot stormwater and rainwater management guidelines and design criteria may deviate from the District's "Single-Family Residential Lot Stormwater Management Guidelines" dated January 18, 2021 and "Non-Single-Family Lot Redevelopment Rainwater Management Guidelines" dated January 29, 2021, which are intended for infill development.

9.2 District Review Stages:

The Subdivision and Building Permit stages are the two milestones at which adherence to rainwater management criteria is confirmed throughout the Cypress Village Development.

- (1) Subdivision: Prior to the first subdivision for new development lots and/or roads within the Cypress Village Development, a Hydrotechnical Master Plan (HMP) for the entire Cypress Village Development presenting key findings from hydrologic/hydraulic analysis which include both a pre-development ("Existing") and a post-development ("Future") condition will be subject to review and approval by the District having regard to the criteria in Section 9.2 of this Schedule G. This HMP report will present the design flows for various components of the naturalized and piping networks, including local sewers, Eagle Lake Road, and the west leg of the District's high-flow storm diversion pipe east of Godman Creek. It will also present what types and extents of controls, if any, will be required by each subdivision.

Each Subdivision application in the Cypress Village Development will require site specific Subdivision Rainwater Management Plan (SRMP) submission that demonstrates how the proposed subdivided lands will adhere to the criteria within this schedule and fit into the larger HMP. The SRMP will be a condition of Subdivision and detail specific objectives and metrics for on-site buildings, landscaping, environmental features and temporary measures, as required. Measures can be secured on title with a restrictive covenant, as needed, to ensure proper performance and adherence to the overall strategy.

- (2) As subdivisions progress in the Cypress Village Development, the HMP will be updated to incorporate as-built conditions and collected data and performance observations gathered as part of post implementation monitoring, to ensure the overall rainwater management goals for the Cypress Village Development are met. This is an “Adaptive Management” process. The pace of development is unknown. The timing of when the HMP warrants an update will be reviewed at each phase of subdivision; a letter prepared by the appropriate Qualified Professional will be submitted to the District addressing the current version of the HMP and its consistency in application to the subdivision.
- (3) At the time of Building Permit (BP) submission, a BP Rainwater Management Plan (BPRMP) will be included, which will demonstrate how the proposed Building(s), associated landscaping; and future development area (if relevant) adheres to the SRMP.

9.3 Design Criteria:

- (1) All “Design Flows” shall be based on Rainfall Intensity-Duration-Frequency (IDF) Curves with Climate Change from the IDF VW51 Rain Gauge (as amended from time to time if agreed to in writing by both the District and BPP, acting reasonably, except for changes that the District can make without needing written agreement from BPP pursuant to Section 516(6) of the *Local Government Act*), with a multiplying factor of 1.4 applied to major system where major system is defined as systems designed for 1:100, 1:200. The western leg of the Five Creeks Diversion will provide for high flow conveyance for the Cave Creek, Turner Creek and Godman Creek watersheds within much of the limits of the CV Lands. Provided this diversion is in service prior to occupancy within the respective watersheds, peak flow attenuation is not required to be incorporated into conveyance systems for development within those watersheds.

Table ES-8: Rainfall Depth (mm) for VW51 Rain Gauge with Climate Change

Duration	Return Period						
	2 year	5 year	10 year	25 year	50 year	100 year	200 year
5 min	3.8	5.6	6.7	8.1	9.2	10.1	11.4
15 min	7.1	10.0	11.9	14.3	16.2	17.8	19.9
30 min	10.6	14.6	17.2	20.6	23.2	25.5	28.4
1 h	15.6	21.2	24.8	29.5	33.2	36.6	40.5
2 h	23.1	30.8	35.8	42.3	47.5	52.3	57.7
6 h	42.9	55.6	64.1	74.9	83.8	92.4	101.1
12 h	63.5	80.7	92.6	107.4	119.9	132.2	144.2
24 h	93.8	117.2	133.7	154.1	171.5	189.2	205.5

- (2) Minor system piped storm sewer 1:10 year.
- (3) Major system 1:100 year overland flow path. Where no acceptable overland path exists, the piped system is to be sized for 1:100 year, both inclusive of the multiplying factor of 1.4.
- (4) Eagle Lake Road piped storm system is to be designed for 1:100 year where Eagle Lake Road is to serve as a high flow conveyor of flow to Godman Creek to connect into the Diversion system, piping is to be sized to avoid overland flow on Eagle Lake Road and to ensure capture of flow into the Diversion.
- (5) Bridges and Culvert crossings 1:200 year (*where upstream diversion exists, 1:100 year). New culverts and bridges on existing natural creek systems (e.g. Godman Creek, Turner Creek, Cave Creek) shall accommodate a 200 year flow. In the case of culverts, they shall be sized for an HW/D = 1.0 or less, and in the case of bridges, they shall be designed for a freeboard clearance of 1.5 metres or more (distance from the maximum water surface to the bridge structure soffit).
- (6) Naturalized system (including channels, culverts, and wetlands) will be sized for Low Flow, equivalent of 1:2 year event or as directed as part of DFO authorization requirements.

- (7) Design flows may be computed using the rational method for sites less than 10 hectares, for sites greater than 10 hectares the hydrograph method is to be used. All computations and modelling must be sealed by a qualified engineering professional.
- (8) If the upstream diversion is not yet in service, calculation for detention storage will use the hydrograph method.
- (9) Manning's Pipe Roughness Coefficient, n:
 - (a) HDPE, PVC = 0.011
 - (b) Concrete, and other smooth wall pipes = 0.013
 - (c) Corrugated pipes and culverts = 0.024

9.4 Alternate Solution:

Where the Storm Sewer Design Criteria as per this Section 9.3 cannot be met, a proposed alternative solution must be provided and is subject to review and approval by the District. This includes any interim storm sewer and/or interim detention or diversion proposed for different stages of development.

9.5 On-Lot Rainwater Management Criteria:

The following criteria applies at the SRMP and BPRMP stages.

- (1) Water Quality
 - (a) All non-single family developed lands, private and public, shall provide water quality treatment to treat the first 31 mm of rain in 24 hours from all vehicle-accessible impervious surfaces prior to discharge from the lot. The treatment requirement is 80% removal of all particles down to 50 microns. The removal should be calculated on the basis of a 24 hour storm event rather than on an annual basis.
 - (b) Treatment may be met through specifically designed landscape based Green Infrastructure or with Proprietary Treatment Units. All proposed designs are to be certified by a registered professional.
 - (c) This criterion shall be met for all roadway corridors prior to discharge to a receiving natural or naturalized watercourses.

10.0 STREETLIGHTING DESIGN CRITERIA

- 10.1 All street lighting design will be as per standards of practice established by Master Municipal Design Guidelines (MMCD 2014) and the Illuminating Engineering Society (IES) - Lighting Roadway and Parking Facilities (ANSI/IES RP-8-21).
- 10.2 All street light fixtures will be LED, equipped with adaptive light control with dimming capabilities to further reduce light output and consumption.
- 10.3 Selection of roadway lighting poles shall be proposed by BPP at the time of subdivision, with selection rationale to include safety considerations, neighbourhood character, compliance with the Design Criteria and Guidelines, as well as sourcing and availability as appropriate, and is subject to review and approval by the District in accordance with this Schedule G.

11.0 GEOTECHNICAL

- 11.1 Geotechnical conditions and mitigative measures related to earthworks, blasting, and slope stabilization will be applied based on the CV3: Hazardous Conditions Development Permit Area Guidelines.
- 11.2 Road subgrade preparations and pavement structure will be as recommended within a report submitted to the District at the time of subdivision, by a certified geotechnical professional based on road classification and observed site conditions.

12.0 CYPRESS CREEK BRIDGE CROSSING

- 12.1 The existing operations & maintenance bridge crossing Cypress Creek (McCready Bridge) at the northwest boundary of the Cypress Village Area will remain in service, to function as an emergency access route and multi-use path.
- 12.2 BPP will complete deck surfacing and guardrail improvements to Cypress Creek Bridge Crossing to improve safety and accessibility for public use, and any modifications/repair work that arises as a result of the deck surfacing and guardrail improvements, consistent with the criteria in Table 3, to be confirmed at detailed design and subject to approval by the District.
- 12.3 For clarity, a new bridge crossing for two-way vehicular travel may be constructed in the future by the District or as part of the development for a different planning area (Cypress West).
- 12.4 The existing bridge crossing is an existing major structure within the District's asset inventory, as such, inspections, condition assessment and monitoring, and maintenance is conducted semi regularly by qualified professionals. BPP's obligations for deck surfacing and guardrails pursuant to Section 12.2 may be coordinated with any outstanding or arising maintenance activities or betterments to the structure, with such maintenance activities or betterments at the District's cost, as deemed appropriate by the District.

13.0 DISTRICT FIBRE

- 13.1 Two 50mm conduits will be installed, with provisions for connections to facilities shown in the preliminary routing plan found in Appendix G-D. The conduits will be installed in a common trench either with other communications ducts (anticipated to be in road boulevard) or District utilities, as appropriate. Specifications will be as per District of North Vancouver Standard Detail Drawing SSD-G.7 – Fibre Optic Cable – Pull Box Details. Service connection duct(s) will be installed to property line only, with on-site continuations to be completed by the District.

14.0 UTILITIES

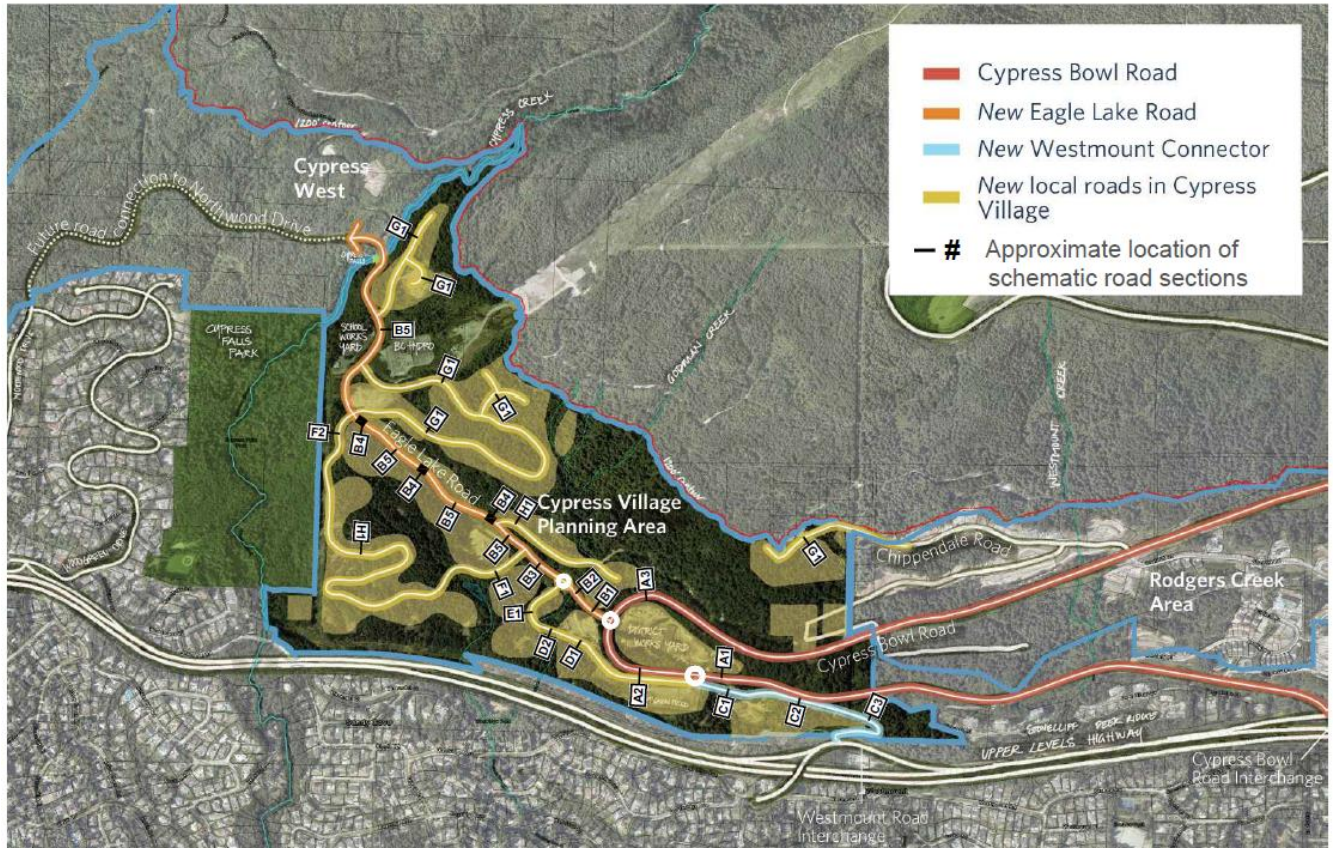
- 14.1 All new electrical and communications utilities must be underground (i.e. the "Underground Wiring Works").
- 14.2 All new gas utilities must be underground.
- 14.3 Water utility buildings, water reservoirs, rainwater management works, and works ancillary to the Underground Wiring Works and gas utilities (e.g. kiosks, junction boxes, meters etc.) may be at or above grade.

15.0 CONTINUED USE

- 15.1 The Cypress Village Area contains the following existing infrastructure that must remain functional and during construction of the Cypress Village Development:
- (1) Eagle Lake Road, which provides access to the existing West Vancouver School District works yard, a BC Hydro substation, and the District's Eagle Lake water treatment facility.
 - (2) Cross-Country Watermain.
 - (3) Cypress Bowl Road.
 - (4) Westmount Access with access to the existing Westmount Pump Station.
 - (5) Westmount Pump Station and Reservoir.
 - (6) The District's Operations Centre (Works Yard) site.
- 15.2 BPP will develop a Continued Use Strategy as part of the Construction Contract or Subdivision Servicing Agreement including detailed continued use plans for each of the infrastructure items listed in Section 15.1 above, which are subject to review and approval by the District.
- 15.3 With respect to Eagle Lake Road, continuous access to the existing uses listed in Section 15.1(1) will be required throughout construction and will be achieved via a combination of temporary access roads, potentially with retaining walls as required to accommodate grade changes, and interim transition tie-ins to existing road surfaces at construction phasing boundaries. BPP is responsible for maintaining any temporary roads or transitions while Eagle Lake Road is in a temporary condition(s).
- 15.4 With respect to Westmount Access, continuous access to the existing uses listed in Section 15.1(4) and 15.1(5) will be required throughout construction and will be achieved via a combination of temporary access roads, potentially with retaining walls as required to accommodate grade changes, and interim transition tie-ins to existing road surfaces at construction phasing boundaries. BPP is responsible for maintaining any temporary roads or transitions while Westmount Access is in a temporary condition(s). For greater clarity, access will be provided from either Cypress Bowl Road or Wentworth Avenue, but through access will not be provided.
- 15.5 With respect to the Cross Country Watermain and Westmount Pump Station and Reservoir, subject to prior review and approval by the District, which approval will not be unreasonably withheld, continuous operation may be interrupted for tie-ins to existing infrastructure provided:
- (a) There is no major disruption to service to existing neighbourhoods (meaning planned interruptions are to be completed within a period typically under 8 hours and in no circumstances longer than 12 hours);
 - (b) Planned disruptions to affected service areas (neighbourhoods) are minimized; and
 - (c) Planned disruptions are only for short periods when seasonal water demands are low, and when there is sufficient operating capacity in other supporting infrastructure.

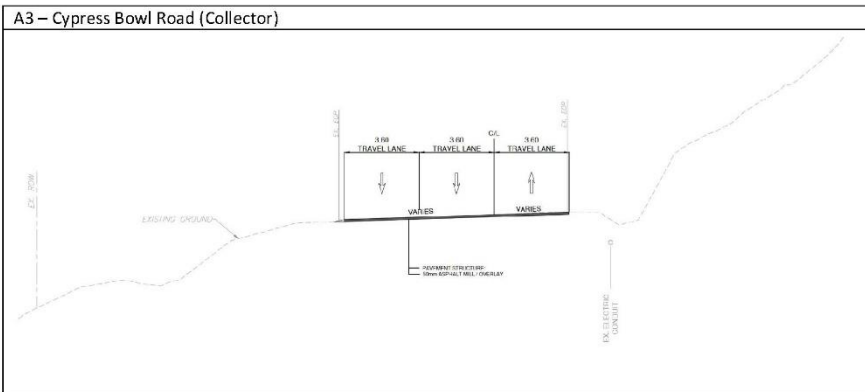
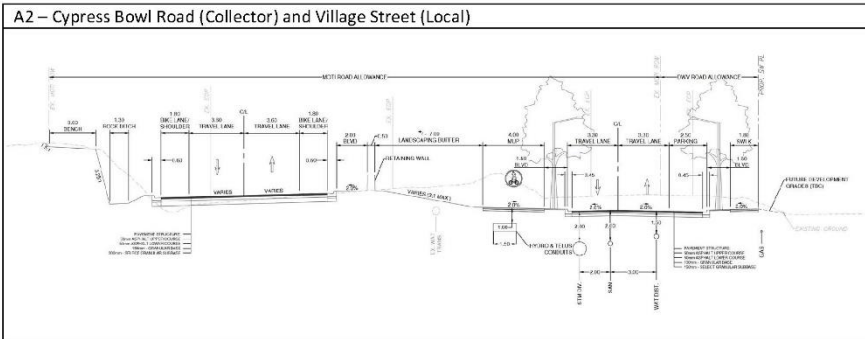
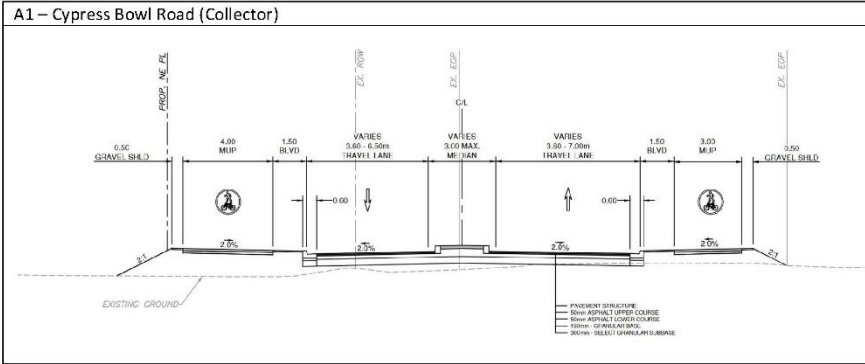
SCHEDULE G – APPENDIX G-B: Cypress Village Schematic Road Sections

Key Plan

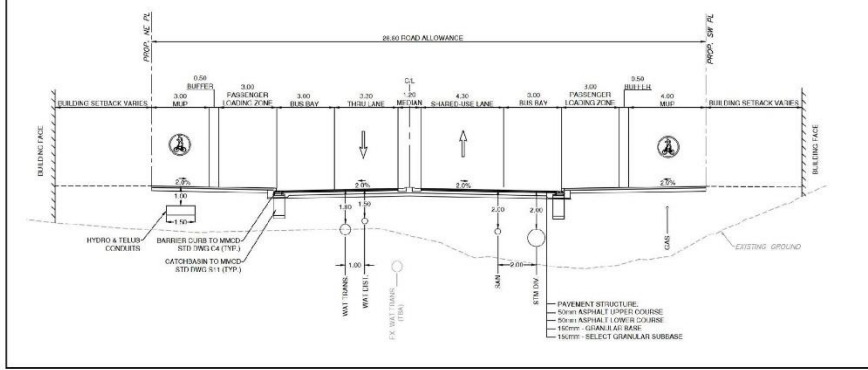


Note: The locations of the bus stop cross sections (B4) are represented schematically on this Key Plan, but the final locations will be confirmed at detailed design.

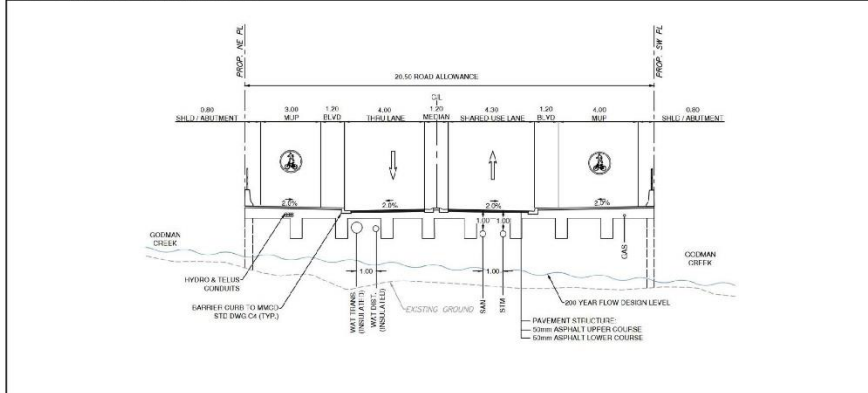
Cross Sections



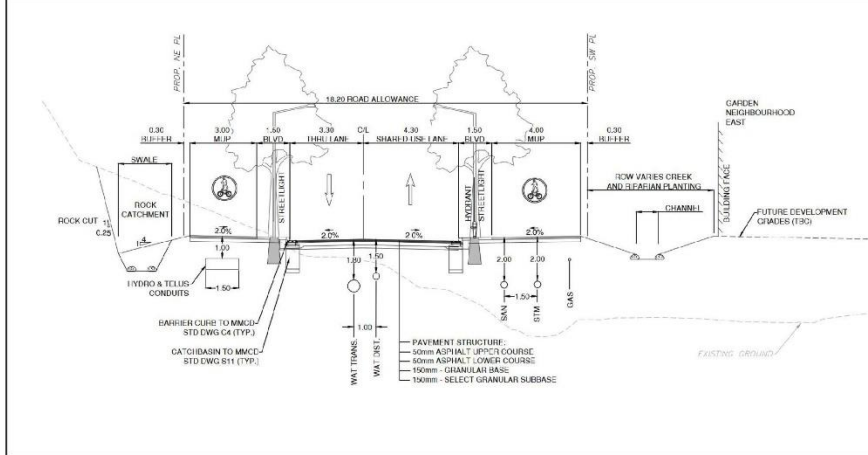
B1 – Eagle Lake Road (Collector)



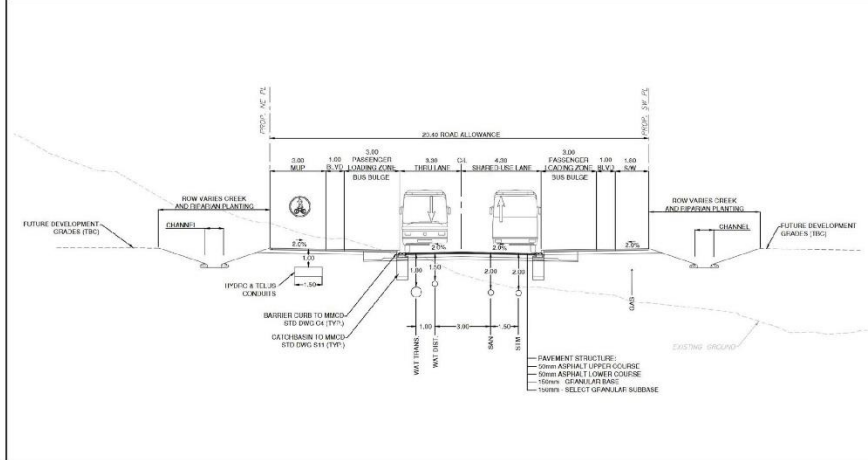
B2 – Eagle Lake Road (Collector)



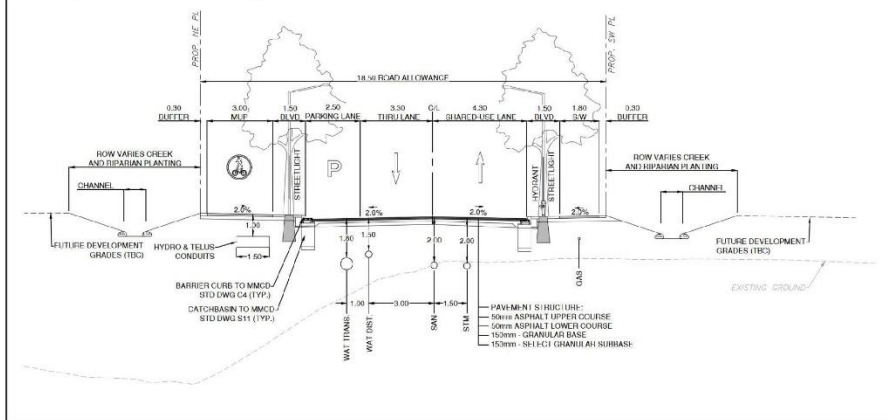
B3 – Eagle Lake Road (Collector)



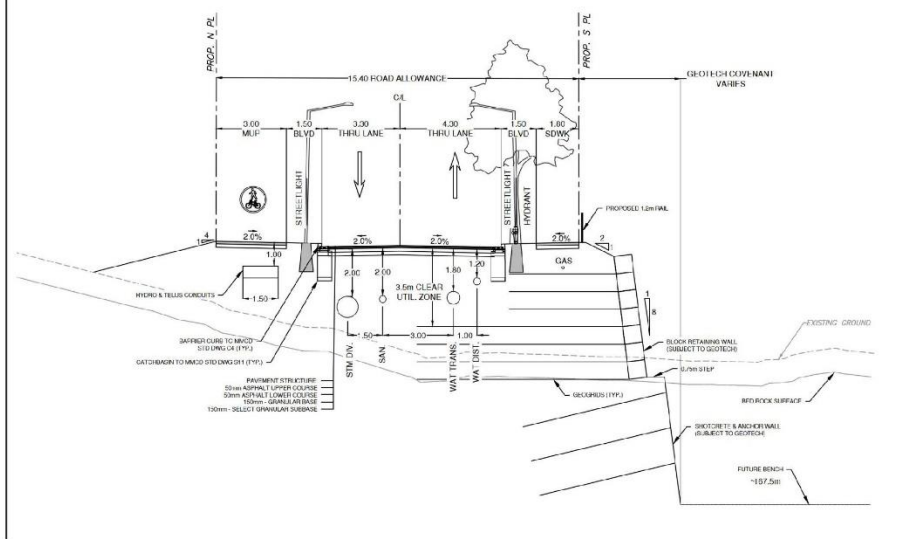
B4 – Eagle Lake Road (Collector) – at Bus Stop Locations Only



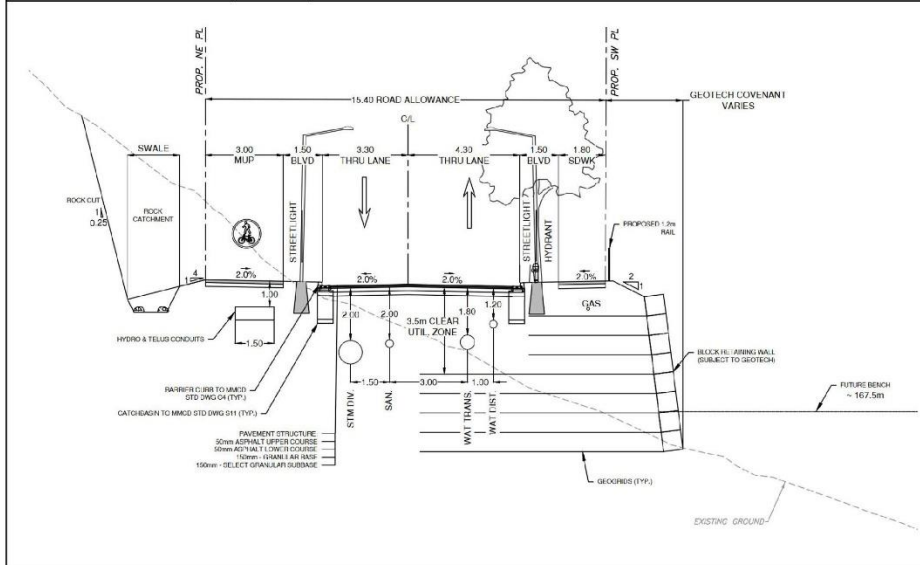
B5 – Eagle Lake Road (Collector)



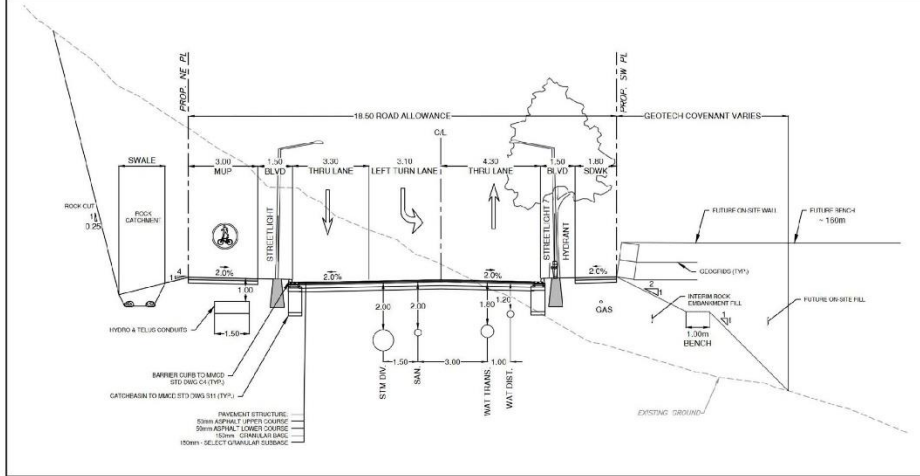
C1 – Westmount Connector (Collector)



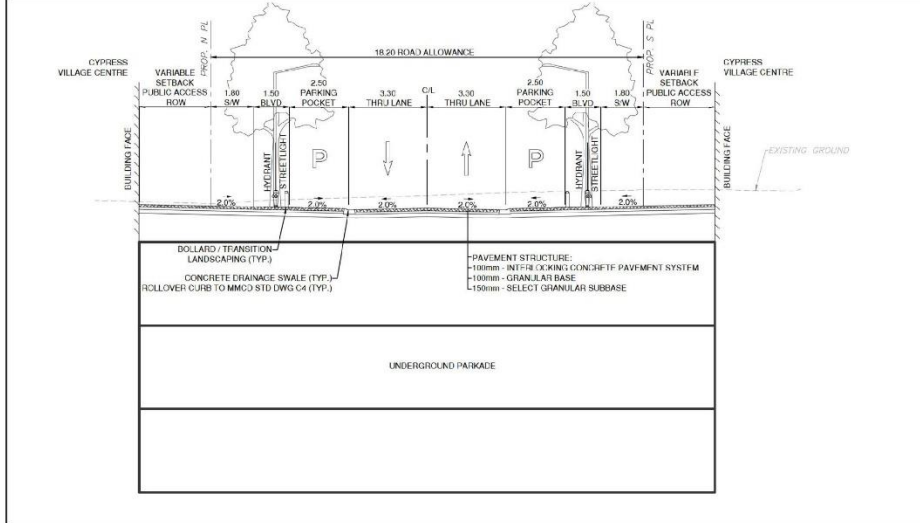
C2 – Westmount Connector (Collector)

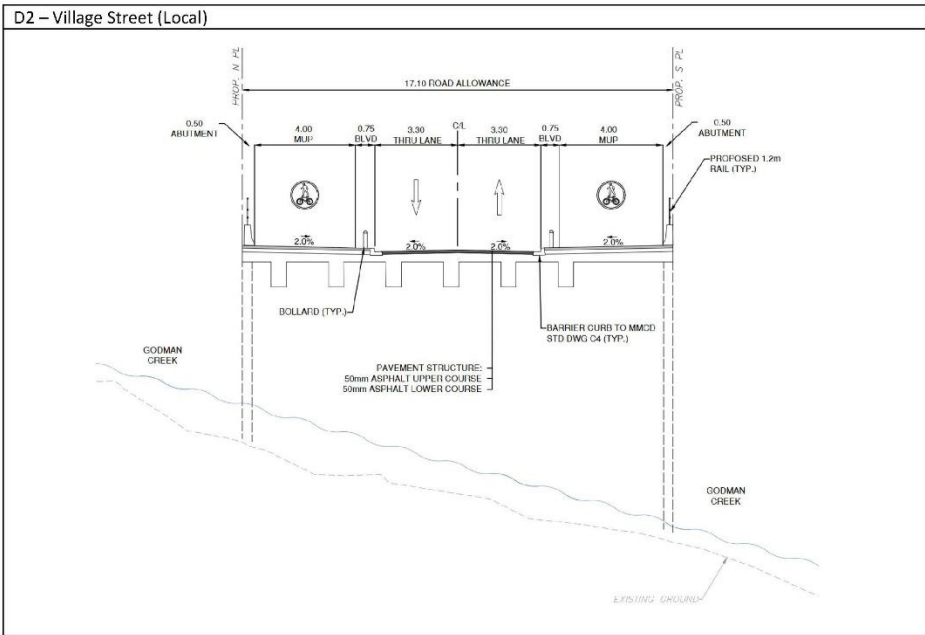
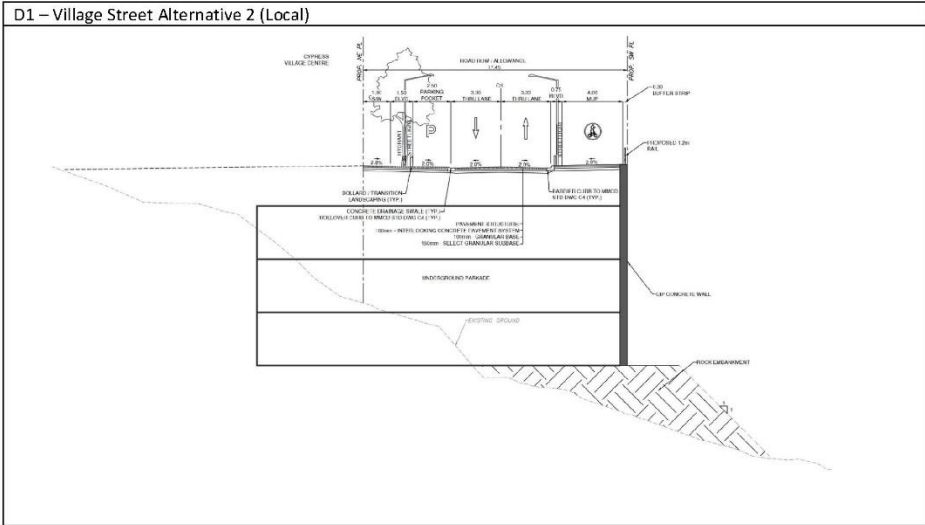


C3 – Westmount Connector (Collector)

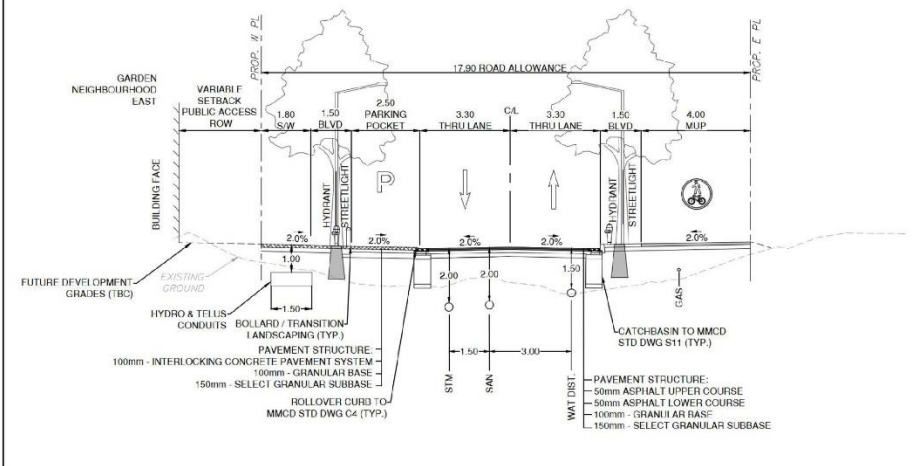


D1 – Village Street Alternative 1 (Local)

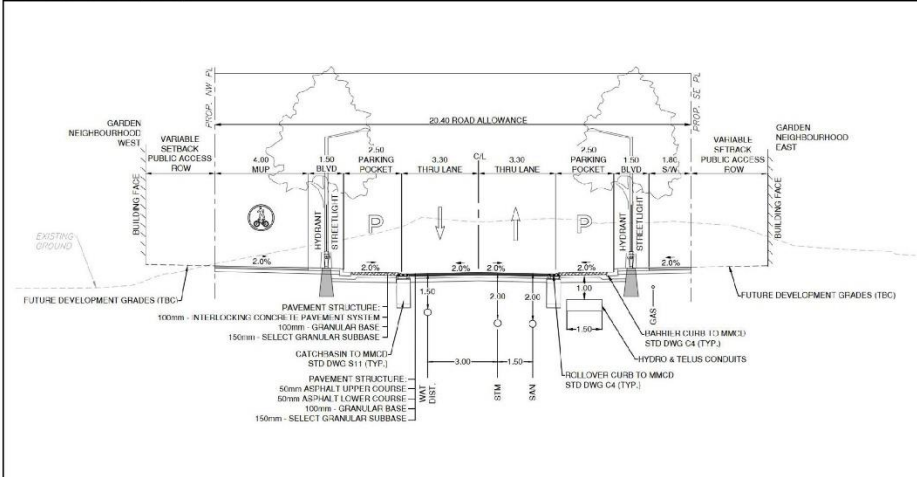




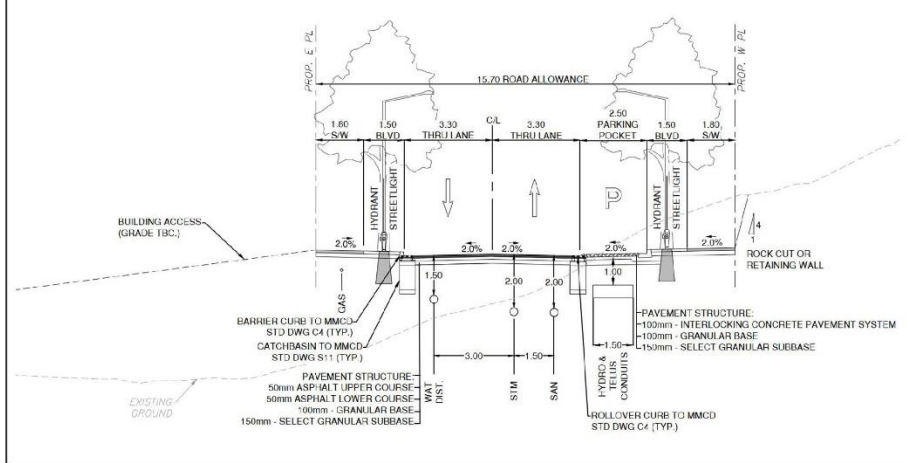
E1 – Local Road (Local)



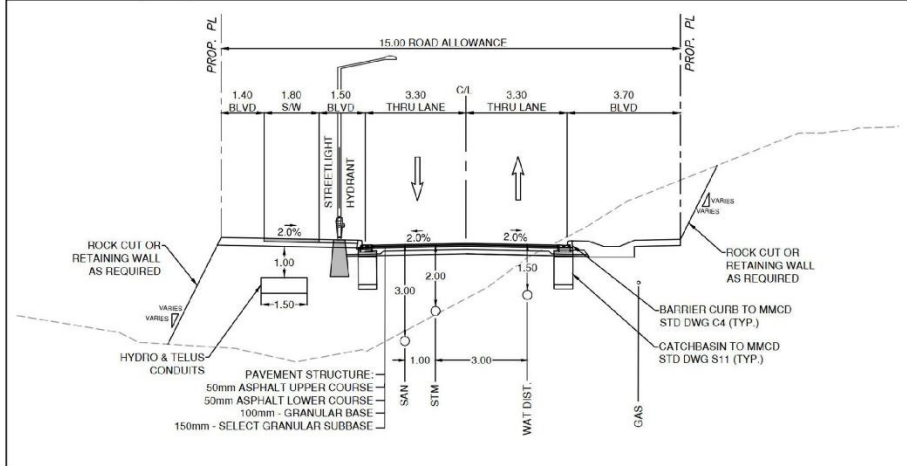
F1 – Local Road (Local)

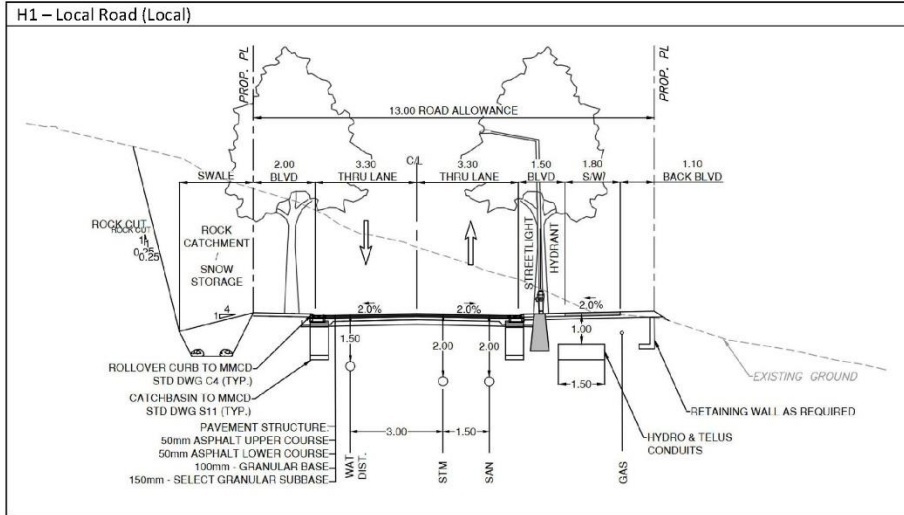


F2 – Local Road (Local)

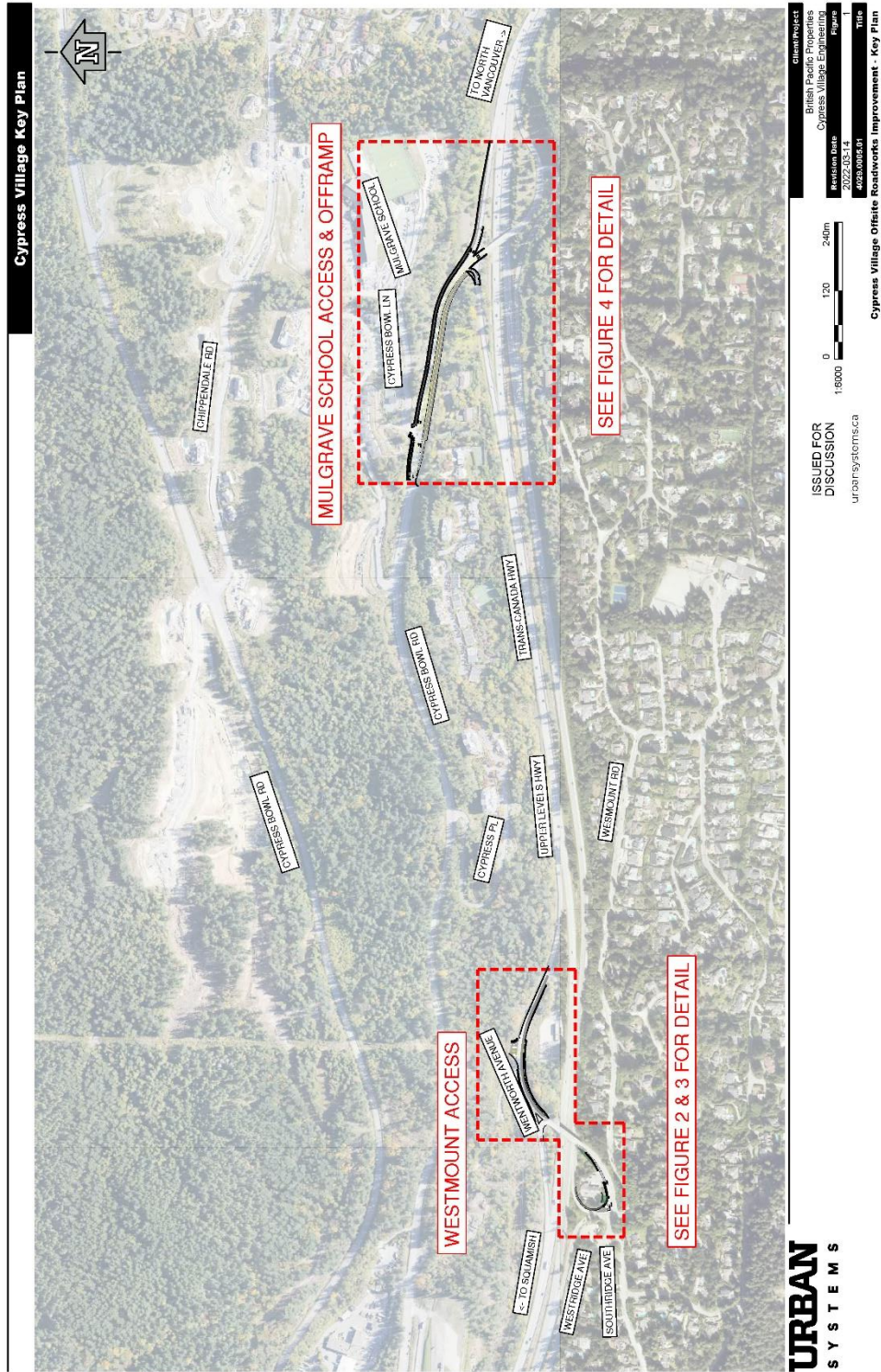


G1 – Local Road (Local)





SCHEDULE G – APPENDIX G-C: Cypress Village Offsite Roadworks Concept Plan





URBAN SYSTEMS

ISSUED FOR DISCUSSION
urbansystems.ca

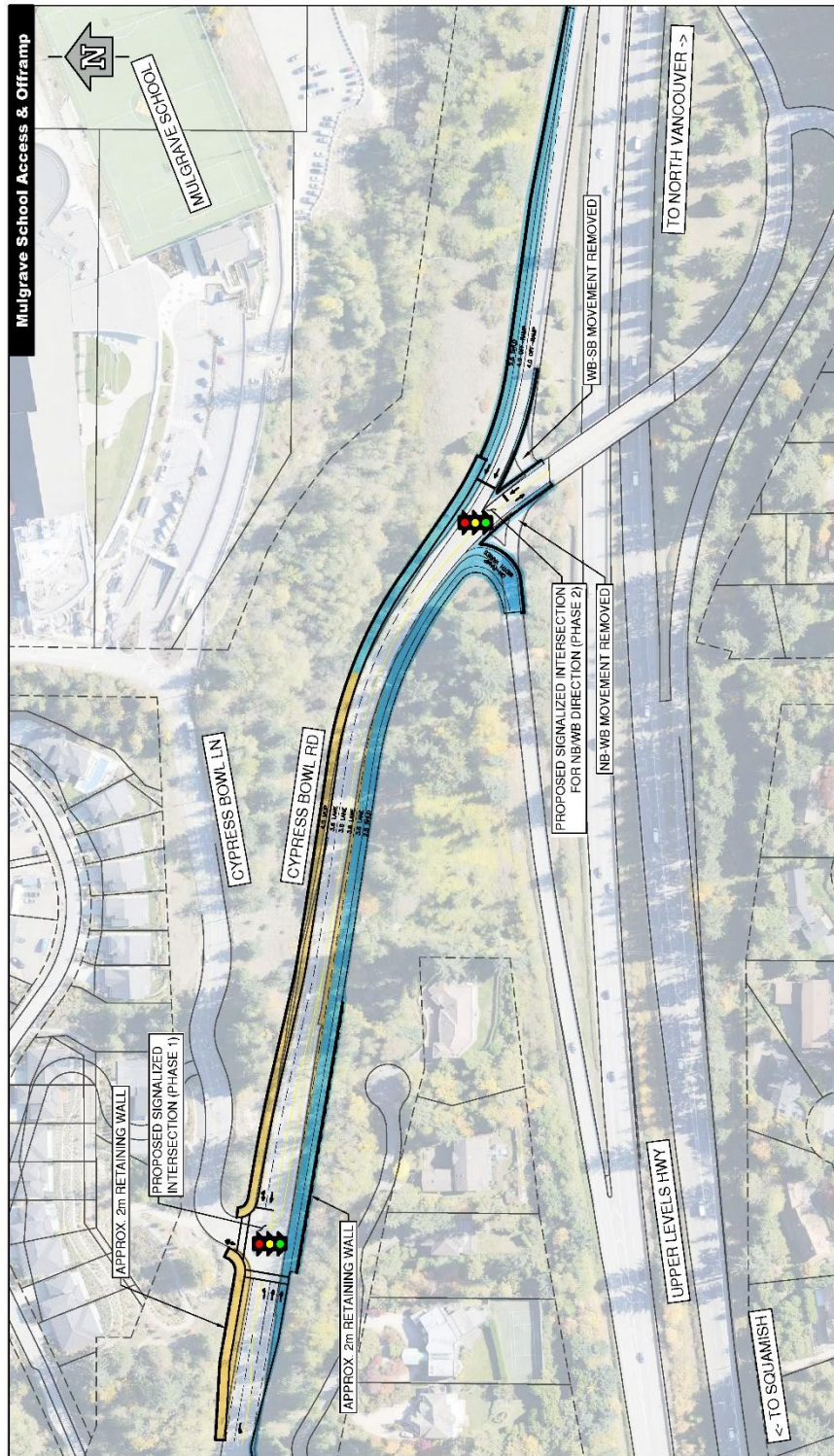
1:750 0 15 30m

Client/Project: British Pacific Properties
Cypress Village Engineering

Revision Date: 2022-03-11
Revision: 422000001

Figure: 3
Title: Westmount Access - Conceptual Layout

Small text at the bottom of the diagram area, likely a copyright or disclaimer notice.



URBAN SYSTEMS

PHASING PRESENTED IS SCHEMATIC AND TO BE CONFIRMED BY TIA AND DETAILED DESIGN

PHASE 1

- CIHT WB widening for additional WB lane
- CBRF EB slight widening for CL shift
- Signalization Cypress Bowl Lane

PHASE 2

- CIHT EB widening for additional EB lane
- Off-ramp and on-ramp modification
- Signalization at off-ramp

ISSUED FOR DISCUSSION
urbansystems.ca

Client/Project: British Pacific Properties
Cypress Village Engineering

Revision Base: 2022-03-11

Figure: 2

Drawn: K22000001

Title: Mulgrave School Access & Offramp - Conceptual Layout

Scale: 1:1500
0 30 60m

SCHEDULE “H”

**RESPONSIBILITY AND COST ALLOCATIONS FOR
CERTAIN CYPRESS VILLAGE INFRASTRUCTURE**

Item	Party Responsible for Design (see note 1)	Party Responsible for Construction	Cost Allocations (Note 9)
Cross-Country Watermain	BPP	BPP	50% District/50% BPP (see note 2), except that BPP is responsible for 100% of Earthworks costs
11 th Street Pump Station	District	District (see notes 3 and 4)	78% District/22% BPP (see note 4)
Westmount Pump Station	BPP	BPP (see note 5)	59% District/41% BPP (see note 5), except that BPP is responsible for 100% of Earthworks costs
Queens Avenue Transmission Watermain	BPP	District	\$1.725 million from the District’s Water Reserve Funds, then BPP
CV-C1 Reservoir	BPP	BPP	100% BPP (see note 7)
CV-C2 Reservoir	BPP	BPP	100% BPP (see note 7)
Westmount Reservoir	BPP	BPP (note 8)	100% District (see note 7 and 8), except that BPP is responsible for 100% of Earthworks costs
Diversion Pipe	BPP	BPP	60% District plus \$1.9 million from the District’s Drainage DCC Reserve Fund toward BPP’s 40%, then BPP
Storm Diversion Intakes or Splitters	BPP	BPP	100% District

Note 1: Where BPP is responsible for the detailed designs and servicing drawings, these are subject to review and approval by the District.

Note 2: Costs include any commissioning and tie-in costs for tie-ins in accordance with the ANSI/AWWA C601 Standard for Disinfecting Water Mains. Should any additional tie-ins be proposed by BPP beyond those in accordance with the ANSI/AWWA C601 Standard for Disinfecting Water Mains as contemplated in Schedule G, BPP is responsible for 100% of the costs of the additional tie-ins.

Note 3: The District is responsible for delivering and commissioning the new 11th Street Pump Station within 5 years of the date of adoption of the Cypress Village ADP, either will full capacity or with the initial capacity as agreed upon by the District and BPP pursuant to Schedule G.

Note 4: For clarity, this includes decommissioning and demolishing the existing 11th Street Pump Station.

Note 5: For clarity, this includes decommissioning and demolishing the existing Westmount Pump Station.

Note 6: The District will deliver/commission the relevant segment within 3 years after having received written notice from BPP to commence the delivery process, such written notice to be provided in accordance with notice provisions as set out in Section 14 of the Cypress Village Phased Development Agreement.

Note 7: If the District elects to have BPP expand the capacity of the any reservoir beyond that needed to service the Cypress Village Development pursuant to Schedule G, the District is responsible for the incremental costs of BPP constructing the incremental capacity which will be determined and fixed upon completion of the detailed design and Class B engineering cost estimates for the any reservoir work.

Note 8: For clarity, this includes decommissioning and demolishing the existing Westmount Reservoir.

Note 9: Costs include hard construction costs and soft costs (e.g. design, project management costs, fees if applicable). Invoices seeking reimbursement for amounts due from one party to the other under this Schedule "H" will include an administrative overhead fee (i.e. admin mark-up charge) of 10% of the amount of the invoice.

SCHEDULE “I”

CV APPLICATIONS REVIEW OFFICE AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of ____ 2024,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 17th Street, West Vancouver BC V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED
Suite 1001, 100 Park Royal, West Vancouver BC V7T 1A2

(“**BPP**”)

WHEREAS:

- A. Capitalized terms in these recitals and this Agreement have the meanings given to them in section 1;
- B. The Cypress Village Development within the CV Lands is proposed to be constructed by BPP and other by developers who acquire portions of the CV Lands from BPP;
- C. In connection with the proposed Cypress Village Development the District and BPP have entered into the Cypress Village PDA, which among other things, obligates BPP to provide certain amenities and infrastructure (the “**PDA Amenities and Infrastructure**”) in conjunction with BPP’s development of the CV Lands and sets out certain community facilities for the District to deliver (e.g. fire station, community centre);
- D. BPP can only viably proceed with the Cypress Village Development, the provisions of PDA Amenities and Infrastructure, the expenditure of necessary off-site infrastructure costs, at the times contemplated in the Cypress Village PDA if, among other things, the District processes various subdivision, development applications, permits and other development approvals and possible zoning amendments in a timely manner and within the timeframes contemplated in the Cypress Village PDA, as applicable;
- E. The District and BPP agree that it would be beneficial to have additional District staff available to process the numerous subdivision, development and servicing applications, permits and other development approvals and possible zoning amendments related to the CV Lands in a timely manner and within the timeframes contemplated in the Cypress Village PDA;
- F. The District and BPP previously entered into the Planning Staff Contribution Agreement, which expires on or about October 31, 2024, pursuant to which BPP agreed to contribute certain funding to the District to be used by the District to hire the Upper Lands Planner so as enable the District to process various subdivision, development applications, permits and other development approvals and possible zoning

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Cypress Village Phased Development Agreement
Schedule I
FINAL

amendments in respect of the Cypress Village Development and the Rodgers Creek Development in a timely manner;

- G. Section 8.12 of the Cypress Village PDA provides, *inter alia*, that:
- (i) the District will use reasonable commercial efforts to hire the employees and consultants to comprise a project planning and engineering applications group (the “**CV Applications Review Office**”) that is fully operational no later than six months after final adoption of the Cypress Village Bylaws, to process the Planning and Development Applications; and
 - (ii) until such time as the CV Applications Review Office is fully staffed and operational the CV Applications Review Office will be comprised of the Upper Lands Planner;
- H. Section 4.3 of the District’s Fees and Charges Bylaw, as amended by the Fees and Charges Amendment Bylaw, provides that where there is a written agreement to pay the District’s costs of processing certain types of applications for which the fees under the Fees and Charges Bylaw would apply, such fees will not apply to those applications specified by written agreement; and
- I. In accordance with the Cypress Village PDA, the District now wishes to establish the CV Applications Review Office, BPP wishes to contribute funding to the CV Applications Review Office and the Parties wish to specify the applications to which section 4.3 of the District’s Fees and Charges Bylaw, as amended by the Fees and Charges Amendment Bylaw, will apply, all on the terms and conditions set out in this Agreement.

NOW THEREFORE, the District and BPP, in consideration of the payment of \$1.00 from each Party to the other and other good and valuable consideration (the receipt and sufficiency of which each Party acknowledges), agree as follows:

1. Defined Terms

- 1.1. For the purposes of this Agreement:
- (a) “**Agreement**” means this agreement and all recitals and schedules attached to this agreement, all as may be amended by the Parties from time to time.
 - (b) “**Annual Resource Planning Meeting**” has the meaning given in section 3.3.
 - (c) “**Applications Processing Commencement Date**” means that date that is 180 days after Council has finally adopted the Cypress Village Bylaws.
 - (d) “**Council**” means Council for the District of West Vancouver.
 - (e) “**CV Applications Review Office**” has the meaning given in Recital G.
 - (f) “**CV Lands**” has the meaning given in the Cypress Village PDA.
 - (g) “**Cypress Village Bylaws**” has the meaning given in the Cypress Village PDA.
 - (h) “**Cypress Village Development**” has the meaning given in the Cypress Village PDA.

- (i) **“Cypress Village PDA”** means the phased development agreement entered into by the District and BPP pursuant to section 516 of the *Local Government Act* and dated for reference April 16, 2024.
- (j) **“Development Procedures Bylaw”** means the District’s Development Procedures Bylaw No. 4940, 2017 as amended from time to time.
- (k) **“Development Procedures Amendment Bylaw”** means the District’s Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024.
- (l) **“Fees and Charges Bylaw”** means the District’s Fees and Charges Bylaw No. 5251, 2023, as amended from time to time.
- (m) **“Fees and Charges Amendment Bylaw”** means the District’s Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024.
- (n) **“Initial Resource Planning Meeting”** has the meaning given in section 3.2.
- (o) **“Letter of Credit”** means the letter of credit delivered by BPP to the District pursuant to the Planning Staff Contribution Agreement, as may be amended, as required, at the Initial Resource Planning Meeting and/or at the Annual Resource Planning Meetings.
- (p) **“Parties”** means the District and BPP and **“Party”** means either one of them.
- (q) **“PDA Amenities and Infrastructure”** has the meaning given in Recital C.
- (r) **“Personnel”** means, collectively, the employees and consultants comprising the CV Applications Review office.
- (s) **“Personnel Costs”** means, collectively, the costs referred to in section 5.1(a).
- (t) **“Planning and Development Applications”** has the meaning given in Appendix “I-A” to this Schedule “I”.
- (u) **“Planning, Land Development, Parks and Engineering Support”** work has the meaning given in Appendix I-A to this Schedule “I”.
- (v) **“Planning Staff Contribution Agreement”** means, collectively, the agreement entered into by the District and BPP, dated for reference 31st day of October 2019, and amended and extended by an Amendment and Extension made as of the 3rd day of October, 2023, for the purposes of, *inter alia*, setting out the terms and conditions pursuant to which BPP would contribute funding to the District for the District to use to hire the Upper Lands Planner.
- (w) **“Rodgers Creek Development”** means a comprehensive planned residential community being developed and constructed by BPP in proximity to the CV Lands and commonly referred to as “Rodgers Creek”.
- (x) **“Upper Lands Planner”** means the employee hired by the District pursuant to the Planning Staff Contribution Agreement to work as a planner in the District’s Planning Department to process various rezoning, subdivision, development applications, permits and other development approvals in respect of the CV Lands and the Rodgers Creek Development.

2. Objectives of the CV Applications Review Office

- 2.1. The objectives of the CV Application Review Office include:
- (a) increasing the efficiency, effectiveness and timeliness of the applications review process for Planning and Development Applications related to the CV Lands and the Cypress Village Development;
 - (b) providing continuity of Personnel so that the CV Applications Review Office is always completely familiar with the policies, development permit requirements and guidelines, and servicing concepts and requirements applicable to the Cypress Village Development; and
 - (c) ensuring that sufficient resources are available, at no cost to the District, to deal with the large number of approvals required to implement the Cypress Village Development within the timeframes contemplated by the Cypress Village PDA.

3. Establishment of CV Applications Review Office

- 3.1. As of the date of this Agreement, the CV Applications Review Office is comprised of the Upper Lands Planner and, if applicable, such other consultants, administrative staff, engineering professionals, technicians or planners retained by the District for the CV Applications Review Office as of the commencement of this Agreement.
- 3.2. Within 30 days of final adoption of the Cypress Village Bylaws, a District representative, the Upper Lands Planner and a representative of BPP will meet to discuss staffing and resource requirements for the CV Applications Review Office in light of BPP's anticipated development schedule for the first three years of the Cypress Village Development and any associated reasonable adjustments to the Letter of Credit (the "**Initial Resource Planning Meeting**").
- 3.3. After the initial Resource Planning Meeting, a District representative, a BPP representative and the Upper Lands Planner will meet not less than once per year (the "**Annual Resource Planning Meeting**"), at a time and date mutually agreed to by the Parties, for the purposes of:
- (a) reviewing the resource requirements of the CV Applications Review Office in light of BPP's development schedule and estimated timelines for the submission of Planning and Development Applications for the following year;
 - (b) reviewing the estimated anticipated Personnel Costs for the following year and any associated reasonable adjustments to the Letter of Credit;
 - (c) subject to section 6.1, reviewing the performance and service levels of the CV Applications Review Office in light of the objectives set out in section 2.1; and
 - (d) reviewing any other matters arising under this Agreement.
- 3.4. The Parties acknowledge and agree that as the Cypress Village Development proceeds, the number of Planning and Development Applications to be reviewed by the CV Applications Review Office, the required expertise to review such Planning and Development Applications, and the extent of other Planning, Land Development, and Engineering Support work carried out by the CV Applications Review Office may

vary and as such, the District may engage a combination of full-time or part-time employees or consultants to undertake the necessary work, provided that the District takes into consideration the outcomes of any Annual Resource Planning Meeting and the CV Applications Review Office is, at all times: (i) managed by a full-time District employee; and (ii) capable of meeting the objectives set out in section 2.1.

- 3.5. The District will include termination clauses in all agreements with independent consultants retained in connection with the CV Applications Review Office, such that those consultant agreements will terminate in the event this Agreement expires or is terminated in accordance with section 0.
- 3.6. The District will use reasonable efforts to ensure personnel at the CV Applications Review Office have the necessary autonomy to process applications in a timely manner, so as to meet the objectives set out in section 2.1.

4. Scope of Work for the CV Applications Review Office

- 4.1. The CV Applications Review Office will:
 - (a) carry out all of the work normally assigned to District planning, engineering and parks staff in the review and processing of the applications listed in Appendix “I-A” under the heading Planning and Development Applications, for the CV Lands;
 - (b) in relation to the use and development of the CV Lands, respond to referrals or other inquiries from other District departments or staff members, collaborate with other District departments, provide support to those other departments and staff members, and as examples but without limitation this includes the work listed in Appendix “I-A” under the heading “Planning, Land Development, Parks and Engineering Support”;
 - (c) participate, as necessary, in the Initial Resource Planning Meeting and the Annual Resource Planning Meetings; and
 - (d) process applications and reviews related to the Rodgers Creek Development, subject to the payment by BPP of the applicable fees payable pursuant to the Fees and Charges Bylaw.
- 4.2. By prior mutual written agreement, including agreement about the allocation of costs as between the District and BPP, the CV Applications Review Office may do work unrelated to the use and development of the CV Lands and Rodgers Creek Development, provided always that such work does not reduce the capacity of the CV Applications Review Office to process BPP’s Applications as contemplated by this Agreement, including without limitation section 2.1 hereof.

5. Scope and Payment of Costs

- 5.1. BPP will reimburse the District for 100% of the following costs of the CV Applications Review Office:
 - (a) subject to section 4.2 and this section 5.1:
 - (i) the gross wages, plus applicable benefits, payroll taxes, other reasonable costs typically associated with a position at the District (e.g. annual professional organization membership fees, professional organization certification fees, work-related mileage and/or car allowances, reasonable education costs associated with maintaining professional designations, all of which are commensurate with District policies for personnel in

equivalent positions), and reasonable severance payments, if applicable (except as set out in section 9.3 below) for all employees; and

(ii) the consulting fees and other reasonable costs typically associated with a consulting services agreement with the District and reasonable contract termination payments, if applicable (except as set out in section 9.3 below) for all consultants;

(b) legal fees payable by the District to its solicitors, other than District staff solicitors, for any aspect of the Cypress Village Development; and

(c) the cost of any referral, if the CV Applications Review Office needs to refer any aspect of the scope of work outlined in Appendix "I-A" to the Planning, Land Development, Engineering or Parks Department (i.e., an hourly charge-back for work completed by District staff not in the CV Applications Review Office based on the Personnel's annual salary divided by 1,820 hours per year).

5.2. The Parties acknowledge and agree that:

(a) invoices from the District to BPP for costs pursuant to this Agreement will include a 10% administration fee; and

(b) the wages payable to Personnel who are employees of the District will be in accordance with the District's salary band, including annual salary adjustments.

5.3. BPP's obligations under section 5.1 shall be and remain obligations of BPP alone, regardless of whether or not BPP is or remains a registered or beneficial owner of any of the CV Lands, but shall be at an end upon the expiration of this Agreement, the termination or expiration of all of the employment agreements and/or consulting agreements with the Personnel, as applicable, or the early termination of this Agreement pursuant to section 9 below.

5.4. The District will pay the Personnel Costs directly to the Personnel pursuant to the applicable employment or consulting agreements, as the case may be. The District will invoice BPP monthly for the total amount of the Personnel Costs incurred by the District and the District's costs under sections 5.1(b) and 5.1(c) for the previous month, plus the administration fee pursuant to section 5.2(a). BPP will pay each invoice within 30 days of receipt of same from the District. The District will, within 5 days of receipt of payment, provide BPP with confirmation of payment. The District hereby accepts BPP's reimbursement of the District's Personnel Costs under this section 5.4 as full compensation for the District establishing and maintaining the CV Applications Review Office for the term of this Agreement.

5.5. The District will maintain time records and books of accounts, invoices, receipts and vouchers of all Personnel Costs incurred in respect of the CV Applications Review Office, as well as legal costs pursuant to section 5.1(b) and referral costs pursuant to 5.1(c), and shall make copies of such records available to BPP for review, upon BPP's reasonable request.

5.6. Subject to section 5.3, the Parties' respective obligations under this section 5 will survive the expiration or earlier termination of this Agreement.

6. Management of the CV Applications Review Office

- 6.1. BPP acknowledges and agrees that the District is establishing the CV Applications Review Office and engaging the Personnel to aid its Planning and Engineering Departments in the processing of the Planning and Development Applications and that, notwithstanding the Initial Resource Planning Meeting, Annual Resource Planning Meetings or BPP's reimbursement of Personnel Costs, BPP shall have no authority or control over the CV Applications Review Office or the Personnel. For clarity, the District shall, in its sole discretion and without any involvement or influence of BPP whatsoever:
- (a) select and hire the Personnel who are employees of the District and select and engage any Personnel that are consultants to the District;
 - (b) subject to sections 3.2 and 3.3, direct the work of the CV Applications Review Office; and
 - (c) administer its employment agreements and/or consulting agreements, as applicable, with the Personnel, including by terminating such agreements.

7. Replacement Personnel

- 7.1. If the District's employment agreements or consulting agreements with any of the Personnel expire or terminate prior to the expiration of this Agreement (excluding termination pursuant to section 9.3) the District will:
- (a) within 14 days of expiration or the provision of a notice of termination under such employment and/or consulting agreements, provide BPP with written notice of such expiration or termination; and
 - (b) consult with BPP regarding whether replacement employees and/or consultants are required and if the Parties, acting reasonably, agree that replacement employees and/or consultants are required, use reasonable commercial efforts to retain replacement employees and/or consultants as required to carry out the obligations of the CV Applications Review Office for the term of this Agreement.

8. District Use and Return of Letter of Credit

- 8.1. The Parties acknowledge and agree that:
- (a) in connection with the Planning Staff Contribution Agreement BPP has delivered to the District the Letter of Credit;
 - (b) if BPP has not paid any invoice delivered by the District pursuant to section 5.4 within the timeframe set out in section 5.4, then the District may, by written notice to BPP, require that such default be corrected. If within 5 days after receipt of such notice, such default is not corrected, then the District may and is hereby irrevocably authorized to draw on the Letter of Credit for the purposes of reimbursing the District for the amount of such unpaid invoice; and
 - (c) if BPP allows the balance of the Letter of Credit to be reduced in the manner contemplated in subsection (b) above below 125% of the amount the District reasonably considers will be required to discharge the District's obligations to pay Personnel Costs for the following year, then the District will provide written notice to BPP and BPP will within 5 days of its receipt of such notice, replenish the Letter of Credit to an amount that is not less than 125% of the estimated Personnel

Costs for the following year, failing which the District may issue to BPP a thirty day written notice of termination of this Agreement.

- 8.2. Subject to section 8.1, the District will, upon the expiration or earlier termination of this Agreement, return to BPP the then unused balance of the Letter of Credit, less any costs invoiced to BPP and unpaid as of the date of the expiration or earlier termination of this Agreement.

9. Term and Termination

- 9.1. This Agreement shall commence on the reference date first written on page 1 hereof and will expire upon the expiration or earlier termination of the Cypress Village PDA.
- 9.2. The District may terminate this Agreement only in accordance with section 8.1(c) above.
- 9.3. BPP may terminate this Agreement either:
- (a) upon 30 days prior written notice to the District, in the event of a breach by the District of section 4.2, if such breach is not cured within 5 days of the District's receipt of written notice of such breach from BPP, or in the event that Council amends, repeals or re-enacts the Fees and Charges Bylaw or the Fees and Charges Amendment Bylaw such that the Planning and Development Applications are no longer exempt from the payment of fees under the Fees and Charges Bylaw; or
 - (b) upon 365 days' prior written notice of termination to the District, for any reason whatsoever.
- 9.4. If this Agreement is terminated by BPP pursuant to 9.3(a), BPP will continue to reimburse the District for the Personnel Costs and other costs pursuant to sections 5.1(b), 5.1(c), and 5.2(a), in accordance with section 5.4 until the expiration of the notice period set out in section 9.3(a).
- 9.5. If this Agreement is terminated by BPP pursuant to section 9.3(b), BPP will pay the lesser of:
- (a) the Personnel Costs and other costs pursuant to sections 5.1(b), 5.1(c), and 5.2(a) owing to the District during the notice period set out in section 9.3(b); and
 - (b) any severance amount paid to the Personnel by the District as a result of BPP terminating this Agreement pursuant to section 9.3(b).
- 9.6. Upon BPP making the applicable payments referred to in section 9.5, BPP will have no further obligations under this Agreement and the District will forthwith return to BPP the Letter of Credit or any remaining portion thereof as contemplated in section 8.2. For clarity, if the District elects to terminate the employment of the Personnel for any reason other than BPP exercising its rights under section 9.3 or as a result of a breach by BPP of section 5.4 which is not cured within 5 days of BPP receiving written notice of such breach from the District, BPP will have no obligation to pay to the District any severance payments or other amounts whatsoever, except as expressly set out in section 9.5.

10. District Fees and Charges Amendment Bylaw

- 10.1. For the purpose of the District's Fees and Charges Amendment Bylaw, this Agreement is an agreement under which BPP is bound to pay all of the District's costs of processing the applications listed under the heading Planning and Development Applications in Appendix "I-A", for the CV Lands.

11. Notice

11.1. Any demand or notice which may or is required to be given pursuant to this Agreement will be in writing and delivered, emailed or sent by postage prepaid mail and addressed to the Parties as follows:

(a) to BPP:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2
Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

and

Attention: Bryce Tupper, Vice President
Email: btupper@britishproperties.com

(b) to the District:

District of West Vancouver
750 – 17th Street
West Vancouver, B.C., V7V 3T3
Attention: Director, Planning and Development Services
Email: planning@westvancouver.ca; jbailey@westvancouver.ca

or at such other address as either Party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by email rather than mailed.

12. Miscellaneous

12.1. **Assignment.** Neither Party may assign this Agreement, in whole or in relation to any parcel into which the CV Lands may be subdivided without the express, written consent of the other Party, which consent may be withheld at the other Party's sole discretion.

12.2. **Representations and Warranties.** Each of the Parties represents and warrants to the other that:

- (a) each of the Parties has the corporate capacity and authority to enter into and perform this Agreement;
- (b) all necessary corporate actions and proceedings have been taken by each of the Parties to authorize its entry into and performance of this Agreement;
- (c) upon its execution and delivery on behalf of each of the Parties, this Agreement constitutes a valid and binding obligation on each of the Parties; and

- (d) neither the execution and delivery, nor the performance of this Agreement will breach any other agreement or obligation or cause either of the Parties to be in default of any other agreement or obligation with or to each other.
- 12.3. **Amendment.** No alteration change or modification of the terms of this Agreement will be valid unless made in writing and signed by both Parties hereto.
- 12.4. **Waiver.** No waiver of a breach of this Agreement shall be effective unless it is an express waiver in writing of the breach and no waiver of a breach of this Agreement shall operate as a waiver of a subsequent breach.
- 12.5. **Further Assurances.** Each of the Parties will at all times and from time to time and upon reasonable request, do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.
- 12.6. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 12.7. **Binding effect.** This Agreement will be binding upon and will enure to the benefit of the District and BPP and the District's and BPP's respective heirs, personal representatives, successors, and permitted assigns.
- 12.8. **Time of Essence.** Time is of the essence in this Agreement.
- 12.9. **Entire Agreement.** The whole agreement between the Parties with respect to the subject matter herein is set forth in this Agreement and no representations, warranties or conditions, express or implied, have been made other than those expressed. For certainty, the Parties acknowledge and agree that upon the first reference date written on page 1 hereof the Planning Staff Contribution Agreement is of no further force and effect, except to the extent of any obligation or liability arising in connection with any act or omission of either Party, or those for whom they are responsible at law under the Planning Staff Contribution Agreement prior to the termination of the Planning Staff Contribution Agreement.
- 12.10. **Severability.** Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 12.11. **Relationship of the Parties.** No provision in this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant relationship, or a principal-agent relationship.
- 12.12. **Independent Legal Advice.** The Parties acknowledge and agree that they have each obtained or have had the opportunity to obtain independent legal advice with respect to this Agreement and the transactions contemplated herein.
- 12.13. **Appendix.** The following Appendix are attached hereto and form part of this Agreement:
- Appendix "I-A" – Scope of Work
- 12.14. **Counterparts.** This Agreement may be executed in counterparts and all executed counterparts taken together shall constitute one document.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

DISTRICT OF WEST VANCOUVER

by its authorized signatories:

Name:
Title:

Name:
Title:
Date: _____

BRITISH PACIFIC PROPERTIES LIMITED

by its authorized signatory(ies):

Name:

Name:

Date: _____

**SCHEDULE I – Appendix “I-A”
SCOPE OF WORK**

1. **Planning and Development Applications.** The Parties agree that for the purposes of the District’s Fees and Charges Amendment Bylaw and section 10.1 of the Agreement to which this Appendix “I-A” is attached, the following Planning and Development Applications for the CV Lands are those for which BPP is bound by written agreement to pay all of the District’s costs of processing applications, such that no fees (including without limitation additional fees for consultants review, fees for revised submissions after the second submission, archive fees or fees for extraordinary work or extraordinary public meetings) under the Fees and Charges Bylaw in respect of such applications will apply:
 - (a) land development (tree cutting permits; environmental protection, works and services review; onsite storm water management plan (SWMP); latecomer charges);
 - (b) lands development;
 - (c) development permits;
 - (d) development variance permits;
 - (e) temporary use permits;
 - (f) zoning amendment;
 - (g) street naming;
 - (h) subdivisions, including final plan examination;
 - (i) boulevard design plan review;
 - (j) traffic management plan review; and
 - (k) general documents.

2. **Planning, Land Development, Parks and Engineering Support.** The Parties agree that in addition to processing the types of applications listed in point 1 above, the following are examples without limitation of the scope of work that the Personnel are intended to undertake to support District departments:
 - (a) the detailed engineering servicing design reviews and preparation of Construction Works Contracts for off-site and other works related to the CV Lands not requiring a subdivision or coordination with Engineering staff;
 - (b) the detailed engineering servicing design review, administration and implementation of terms and conditions of Subdivision Servicing Agreements related to subdivisions of the CV Lands;
 - (c) reviewing the Hydrotechnical Master Plan (HMP) to confirm performance criteria for the Subdivision Rainwater Management Plan (SRMP) and coordinating with Engineering staff as required;

- (d) reviewing documentation in support of land development or building permit applications (but excluding building permit applications themselves), including Subdivision Rainwater Management Plans (SRMP) and Building Permit Rainwater Management Plans (BPRMP);
- (e) administering and implementing terms in legal agreements related to the Cypress Village Development;
- (f) supporting processes related to the Ministry of Transportation and Infrastructure, including permitting processes and/or land-related processes;
- (g) supporting processes related to the involvement of other agencies for the Cypress Village Development (e.g. TransLink, DFO, FLNRO, BC Hydro, other utility companies);
- (h) reviewing recreation plans and coordinating with Parks, Culture, and Community Services staff (e.g. hiking trails plans, mountain biking plans);
- (i) supporting the planning and implementation of new community facilities that the District is to deliver for the Cypress Village Development (e.g. fire station, community centre);
- (j) reviewing substantial completion certificates from Qualified Professionals and releasing or reducing of Letters of Credit;
- (k) processing monthly invoices from BPP for construction of shared infrastructure (e.g. Westmount Pump Station) with coordination of Finance staff; and
- (l) processing and issuing certificates of Final Acceptance for CV Land infrastructure with coordination of Engineering Staff.

SCHEDULE “J” SUSTAINABILITY AND ADAPTABLE HOUSING STANDARDS

BPP has committed to a strategy that reduces GHGs and delivers adaptable housing. The strategy includes the following:

Green House Gas Reduction

- Use on-site carbon free (e.g. electric) thermal energy and domestic hot water systems in all Part 3 residential-only strata title buildings until the British Columbia Building Code requires step 5.
- District of West Vancouver Sustainable Buildings Policy Number 0014 will not apply.

Adaptable Housing

20 percent of all units in Part 3 Apartment Buildings shall comply with the following Adaptable Design Guidelines:

A. Drawings:

Architectural drawings must include the following:

- Project Summary Sheet with list of adaptable design elements indicated in these Design Guidelines
- Notations on drawings to label each adaptable unit
- Unit plans prepared at scale per District requirement

B. Design Elements:

1. Building Access:

- a) Outside stairs – maximum degree of colour contrast on nosing of each stair
- b) Curb cuts have tactile and visual cues
- c) Unobstructed access to main building entrances from street/sidewalks (excluding Townhouses)
- d) Unobstructed internal access:
- e) From parking levels containing accessible parking (5' or 1520mm corridors; 2' or 610mm clear wall space adjacent to door latch)
- f) Garbage and recycling receptacles and storage lockers
- g) No stairs within building circulation including corridors on residential levels
- h) Accessible storage lockers for each accessible unit
- i) Canopy over main building entrances (3' or 915mm) and enterphone
- j) Provide automatic door opener for at least one building entry door at ground level as well as doors leading into the building on each underground parkade level where disability parking is provided
- k) 3' or 915mm building and suite entry doors
- l) Flush thresholds throughout the building (maximum 1/2" or 13mm height) - see item 6 b) for patios and balconies
- m) Accessible building enterphone, call buttons and, where provided, suite door bells

2. Common Areas:

- a) Accessible mailboxes for all AD Level 2 units, and 5' or 1520mm turning radius in front

3. Circulation:

- a) Corridors minimum 4' or 1220mm wide (except for service access areas)
- b) Provide 5' or 1520mm turning radius inside and outside the entry corridor of each dwelling unit

4. Suite Circulation:
 - a) Provide wiring for an automatic door opener for the suite entry door
5. Doors:
 - a) Minimum one bathroom, minimum one bedroom and storage room doors 2'-10" or 860mm clear opening
6. Patios and Balconies:
 - a) Minimum one door 2' - 10" or 860mm clear door opening
 - b) Minimum one patio or balcony doorsill with maximum 1/2" or 13mm vertical step at threshold
7. Windows:
 - a) Opening mechanism maximum 46" or 1168mm above floor (provide notation on window schedule)
 - b) Provide minimum 6'-0" or 1800mm horizontal windows in living room, dining room and minimum one bedroom where sills are not more than 2'- 6" or 750mm above the floor
8. Kitchen:
 - a) Continuous counter between sink and stove, except where sink is in a kitchen island.
9. Min. One Bathroom:
 - a) Toilet located adjacent to wall (min 3' or 915mm length)
 - b) Provide turning radius within bathroom (may result from removal of vanity cabinet)
 - c) 3' or 915mm clearance along full length of tub
 - d) Tub control valve placed at outer edge of tub, with tub spout remaining in central position
 - e) Accessible storage
10. Parking:

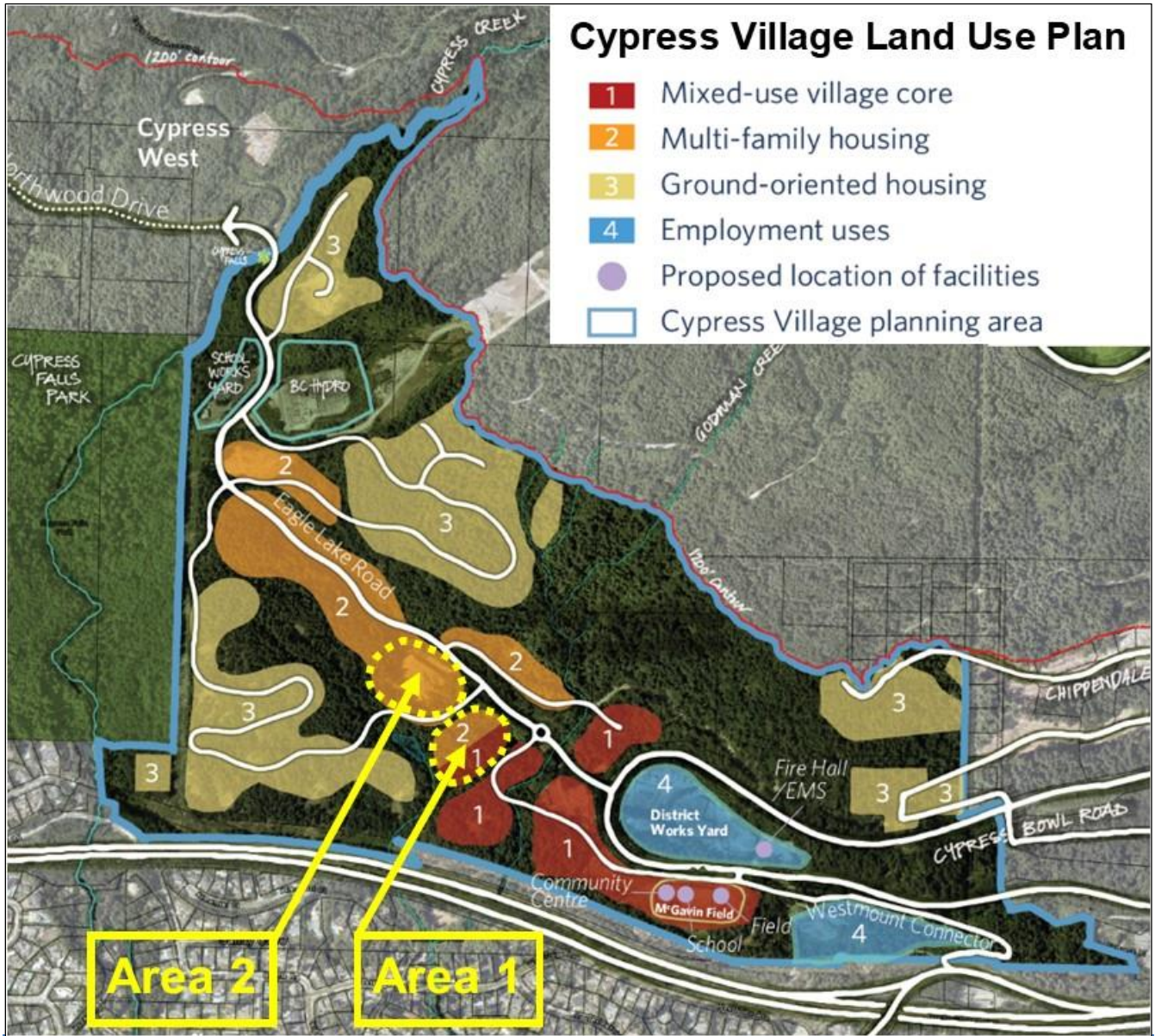
Total Required Parking Spaces	Required number of Disability Parking Spaces to be provided for Adaptable Design Dwelling Units
1 – 25	1
26- 50	2
51 – 100	3
101 – 150	4
151 – 200	5
201 - 250	6
251 – 300	7
301 - 350	8
351 – 400	9
401 - 450	10

C. Fixtures and Finishes:

1. Basic:
 - a) Easy to read building address numbers (min. 4" or 100mm high in contrasting colours)
 - b) Lighting levels to a minimum of 100 lux outside and inside main building entries and suite entries
 - c) No polished finish on building entry flooring
 - d) Except for pocket doors, sliding doors, or doors equipped with openers, lever door handles are required on all doors (provide notation on door schedule)
 - e) Signage throughout common areas has well contrasted colours

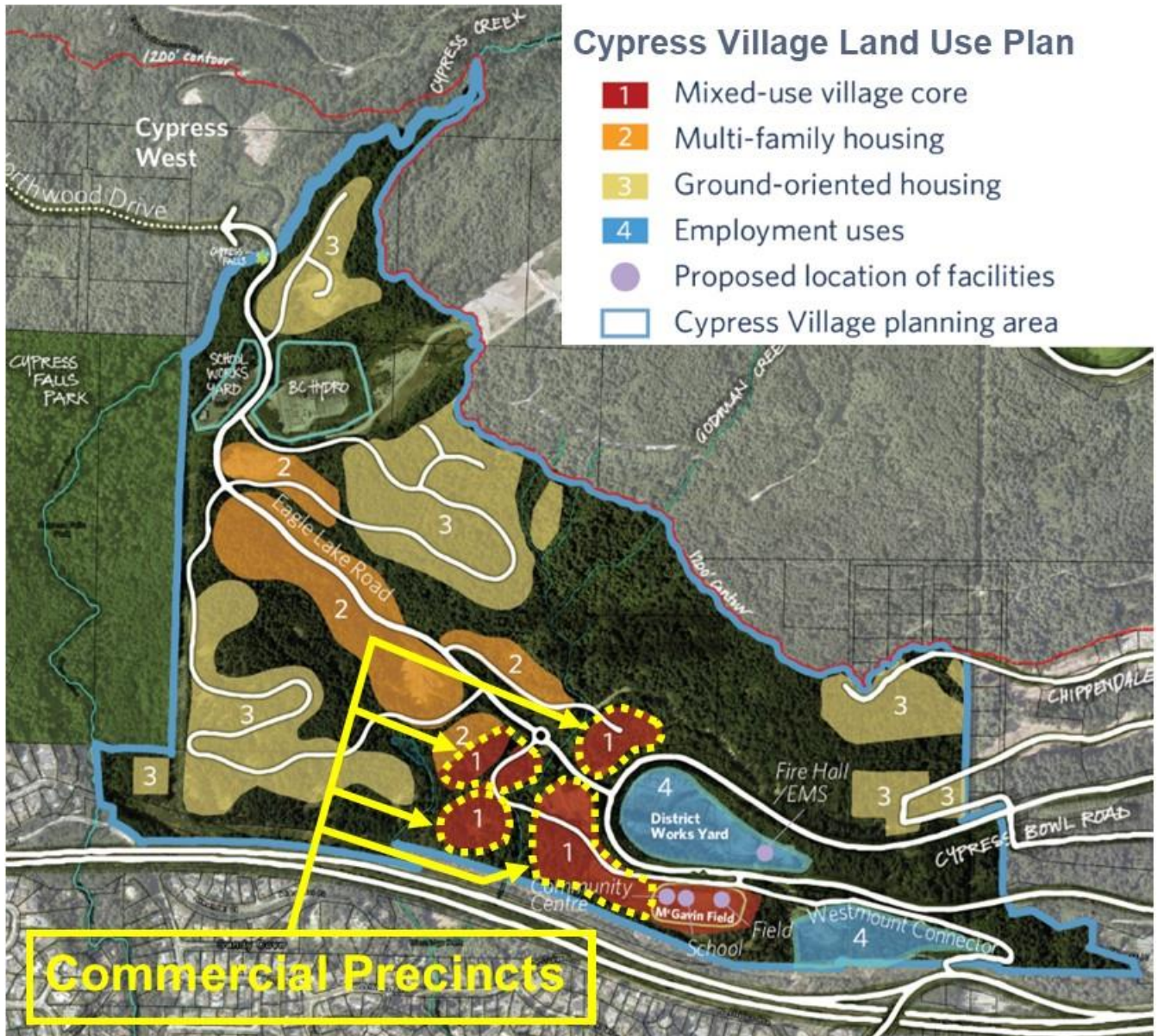
- f) Elevators have well contrasted control buttons
2. Circulation:
 - a) Slip resistant flooring
 3. Building Meeting & Amenity Rooms:
 - a) Provide finishes and materials to absorb sound and decrease echoes
 4. Unit Entries:
 - a) Door handle at 40" or 1000mm above the floor, with deadbolts placed immediately above or below except where fixture incorporates the deadbolt
 5. Unit Flooring:
 - a) Non-slip flooring in kitchen and minimum one bathroom
 - b) High density, low level loop carpet and underlay maximum 1/2" or 13mm height
 6. Patios and Balconies:
 - a) Outdoor light fixture provided
 - b) Electrical outlet provided
 7. Electrical:
 - a) Switches, controls, thermostats and the highest breaker in the suite panel, to be installed no higher than 46" or 1170mm above finished floor
 - b) Electrical outlets, cable outlets, telephone jacks not lower than 18" or 450mm above floor
 - c) Within suites a duplex outlet is required within 8" or 200mm of a telephone jack
 - d) Wiring for visual alarm system in living room and minimum one bedroom, connected to fire alarm system
 - e) Switches with good accessibility and tactile qualities
 8. Windows:
 - a) Easily grasped and operated mechanism for opening and locking windows
 9. Kitchen:
 - a) Task lighting at sink, stove and work areas in addition to general overhead lighting
 - b) Adjustable shelves in all cabinets
 10. Min. One Bathroom:
 - a) Solid blocking provided in walls of tub / shower and toilet areas, and behind towel bars
 - b) Pressure balanced tub / shower valves
 - c) Provision in water supply and drain to allow for a 4" (100mm) drop in vanity height (offset plumbing)
 - d) Provision for vanity sink removal
 - e) Adjustable height shower head or hand-held shower head on adjustable bracket
 11. Bedrooms:
 - a) Three-way switched light at bed area and doorway
 - b) Provide light fixture in or adjacent to closet
 - c) Telephone jack
 12. In Suite Storage (if applicable):
 - a) Provide light and electrical outlet

**SCHEDULE "K"
NON-MARKET RENTAL HOUSING SITES**



SCHEDULE "L"

COMMERCIAL PRECINCTS WITHIN THE MIXED-USE VILLAGE CORE



SCHEDULE “M”

SUBDIVISION SERVICING AGREEMENT

THIS AGREEMENT is dated for reference the ___ day of _____, 20__.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, 750 - 17th
Street, West Vancouver, British Columbia, V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED, Suite 1001, Kapilano 100, 100 Park
Royal, West Vancouver, British Columbia, V7T 1A2

(the “**Developer**”)

WHEREAS:

- A. The Developer is the registered owner of those lands in the District of West Vancouver legally described in Appendix “M-A” hereto (the “**Lands**”);
- B. The Developer has applied to subdivide the Lands and is required to provide works and services in connection with that subdivision, and has requested approval of the subdivision before the construction and installation of the required works and services.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and in consideration of the District allowing the construction and installation of the works and services after the approval of the subdivision of the Lands, the Developer covenants and agrees with the District as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement the following terms have the following meanings:

- (a) “**Acceptance of Substantial Completion**” means the notice or certificate issued by the District upon the District’s acceptance of the Certificate of Substantial Completion pursuant to section 4.5;
- (b) “**Acceptance of Total Completion**” means the notice or certificate issued by the District at the conclusion of the Warranty Period pursuant to section 5.3a;
- (c) “**Additional Deficiencies**” has the meaning given to it in section 4.3(c) herein;
- (d) “**Approving Officer**” means the Approving Officer for the District appointed pursuant to the *Land Title Act*;

- (e) **“Approved Landscaping Drawings”** means the Landscaping Drawings accepted by the Director as meeting the requirements of the Subdivision Requirements in respect of the Landscaping Works;
- (f) **“Approved Servicing Drawings”** means the Servicing Drawings accepted by the Engineer as meeting the requirements of the Subdivision Requirements in respect of the Servicing Works, Landscaping Works and Off-Site Works;
- (g) **“Certificate of Substantial Completion”** means the certificate issued by the Professional Engineer or Landscape Architect, as applicable, upon the satisfactory completion of a Component of the Works pursuant to section 4.2;
- (h) **“Component”** means a component of the Works, being either the Servicing Works, Landscaping Works or Off-Site Works;
- (i) **“Council”** means the council for the District;
- (j) **“Cypress Village Area”** means the area as defined on Map 9 in the District’s Official Community Plan;
- (k) **“Cypress Village Development”** means the development of a residential and mixed-use neighbourhood with employment areas, amenities and transportation infrastructure in the Cypress Village Area;
- (l) **“Cypress Village PDA”** means the phased development agreement entered into by the District and British Pacific Properties Limited pursuant to section 516 of the *Local Government Act* and dated for reference April 16, 2024;
- (m) **“Deficiency Deposit”** has the meaning given to it in section 4.5(a);
- (n) **“Deficiencies”** means, collectively, the Listed Deficiencies and the Additional Deficiencies;
- (o) **“Deposit”** means one or more of the Works Deposit, Deficiency Deposit and Warranty Deposit, as the context requires;
- (p) **“Development Permit”** means Development Permit No. [insert # if applicable] issued by the District;
- (q) **“Director”** means the District’s Director of Planning and Development Services;
- (r) **“Engineer”** means the District’s Director of Engineering and Transportation;
- (s) **“Estimated Costs”** means the estimated cost provided by the Developer to the District of constructing the Works, or a Component thereof, as of the date of this Agreement, and which are the costs set out in Appendix _;
- (t) **“Environmental Consultant”** has the meaning given to it in section 2.2(e) herein;
- (u) **“Environmental Management Plan”** means the requirements and specifications prepared by the Developer’s Environmental Consultant referenced in Appendix “M-E”, as may be amended from

- time to time pursuant to section 2.2(c), detailing the measures the Developer is required to implement to control sediment and erosion and to protect creeks and wetlands including riparian areas associated therewith that might be impacted by the Developer’s construction and installation of the Works and other development of the Lands;
- (v) “**Landscape Architect**” means a person who is retained by the Developer for a purpose referred to in this Agreement and who is qualified, registered to practice, and in good standing with the British Columbia Society of Landscape Architects for the purpose of landscape architecture;
 - (w) “**Landscaping Drawings**” means the specifications and drawings, prepared by the Landscape Architect, showing landscaping requirements in respect of the Landscaping Works, as referenced in Appendix “M-D” as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
 - (x) “**Listed Deficiencies**” has the meaning given to it in section 4.2(b) herein;
 - (y) “**Landscaping Works**” means those works and services described as being “Landscaping Works” in the appendix attached hereto as Appendix “M-D”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
 - (z) “**Municipal Manager**” means the District’s Municipal Manager or Chief Administrative Officer;
 - (aa) “**Off Site Works**” means those works and services described as being “Off Site Works” in the appendix attached hereto as Appendix “M-C”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
 - (bb) “**Professional Engineer**” means a person who is retained by the Developer for a purpose referred to in this Agreement and who is qualified, registered to practice, and in good standing with the Association of Professional Engineers and Geoscientists of British Columbia for the purpose of professional engineering;
 - (cc) “**Servicing & Off Site Drawings**” means the specifications and drawings, prepared by the Professional Engineer, showing required works and services in respect of those Components of the Works comprising the Servicing Works and the Off Site Works, in accordance with the Subdivision Requirements for such Components, all as referenced in Appendix “M-C” and as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
 - (dd) “**Servicing Works**” means those works and services described as being “Servicing Works” in the schedule attached hereto as Appendix “M-C”, as may be amended from time to time pursuant to sections 2.2(b) and (c) herein;
 - (ee) “**Subdivision**” means the subdivision of the Lands in accordance with the plan of subdivision attached as Appendix “M-B” hereto;
 - (ff) “**Subdivision Control Bylaw**” means the District’s Subdivision Control Bylaw No. 1504, 1955, as amended, replaced, or re-enacted from time to time;
 - (gg) “**Subdivision Control Amendment Bylaw**” means the District of West Vancouver Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024;

- (hh) “**Subdivision Requirements**” means the requirements imposed by the Approving Officer (by means of his or her authority under the *Land Title Act*), the Council (by means of any applicable Development Permit not delegated to the Director) and the District (by means of the Cypress Village PDA) and all other applicable requirements imposed under the applicable bylaws of the District (as the same may be amended from time to time) that stipulate, affect, control or regulate the construction and installation of subdivision works and services; and
- (ii) “**Substantial Completion**” means, with respect to each Component of the Works, completion of such Component being ready for the intended use to the satisfaction of the Professional Engineer or the Landscape Architect, as the case may be, when so certified by him/her by the issuance of a Certificate of Substantial Completion with respect to such Component;
- (jj) “**Warranty Period**” has the meaning given to it in section 5.1(a) herein;
- (kk) “**Warranty Deposit**” has the meaning given to it in section 4.5(b) herein;
- (ll) “**Works**” means, collectively, all those works and services to be performed by the Developer in accordance with the Subdivision Requirements for each component comprising:
 - a. the Servicing Works;
 - b. the Landscaping Works; and
 - c. the Off Site Works,

all to the reasonable satisfaction of the Engineer and/or Director, as applicable, including, without limitation, the Environmental Management Plan, and all testing, examinations, inspections, and certifications required by the Engineer and/or Director, as applicable, in connection with such works and services; and
- (mm) “**Works Deposit**” has the meaning given to it in section 3.1 herein.

1.2 Where officers or department heads of the District are referred to in this Agreement it shall mean the individual appointed by Council or the Municipal Manager to fulfil such role or such other person as from time to time may be duly authorized to act in that person’s stead.

1.3 Appendices. The following appendices are annexed to and form part of this Agreement:

- Appendix “M-A” – The Lands
- Appendix “M-B” – Plan of Subdivision
- Appendix “M-C” – The Servicing Drawings
- Appendix “M-D” – The Landscaping Drawings
- Appendix “M-E” – Environmental Management Plan

ARTICLE 2
COVENANTS OF THE DEVELOPER

2.1 The Developer covenants and agrees:

- (a) to install, construct and complete the Works;
- (b) not to commence the construction or installation of the Works without first advising the Director and Engineer in writing at least five (5) days before commencement; and
- (c) after notifying the District and before commencing construction and installation of the Works to deliver a letter to all owners and occupiers of properties that are immediately adjacent to the Lands advising of the date that construction and installation of the Works will commence, describing in general terms the nature of the Works and providing the name, and telephone number of the Developer's contact.

2.2 In carrying out the Works the Developer covenants and agrees:

- (a) to construct, install and complete the Landscaping Works in accordance with the Approved Landscaping Drawings and to construct and install the Servicing Works and Off Site Works in accordance with the Approved Servicing Drawings;
- (b) to obtain prior written approval of the Engineer for any changes to the Approved Servicing Drawings and to obtain prior written approval of the Director for any changes to the Approved Landscaping Drawings;
- (c) to comply with any changes to the Servicing Drawings reasonably required by the Engineer as necessary to satisfy the Engineer that the Works (other than the Landscaping Works) will function and operate in a manner satisfactory to the Engineer, acting reasonably, and to comply with any changes to the Landscaping Drawings reasonably required by the Director as necessary to satisfy the Director that the Landscaping Works will function and operate in a manner satisfactory to the Director, acting reasonably, and to comply with any changes to the Environmental Management Plan required by the Director as necessary to satisfy the Director that the works required by the Environmental Management Plan will function and operate in a manner satisfactory to the Director, acting reasonably;
- (d) to maintain the works required by the Environmental Management Plan in good working order and in a condition that ensures, to the satisfaction of the Director, effective sediment and erosion control and creek protection, said maintenance obligation shall continue until the earlier of:
 - (i) Acceptance of Total Completion; or
 - (ii) notification in writing from the Director;
- (e) to retain an environmental and erosion control specialist (the "**Environmental Consultant**") who will have the authority to:
 - (iii) order suspension of all work on the Lands and all work pursuant to this Agreement involving soil disturbance based on pending or existing weather conditions;
 - (iv) order suspension of all work on the Lands and all work pursuant to this Agreement if the work is resulting in the introduction of silt or sediment laden waters into the District storm water sewer system, or into a stream or watercourse or onto private property;
 - (v) instruct any contractor or subcontractor engaged in any work contemplated in this

Agreement to repair, modify, add, remove, replace, adjust and maintain the works required by the Environmental Management Plan;

- (f) to suspend all work under this Agreement during periods of intensive rainfall, heavy run-off or soil saturation as necessary to avoid soil erosion, or when otherwise ordered by the Environmental Consultant or directed by the Engineer or Director;
- (g) to ensure that any and all orders made by the Environmental Consultant are complied with;
- (h) to cause the Environmental Consultant to monitor and inspect all work on the Lands and all work pursuant to this Agreement at least twice a month and after every significant storm event or at such other intervals as may be directed in writing by the Engineer or Director from time to time, and said monitoring and inspection shall continue until the earlier of:
 - (vi) Acceptance of Total Completion; or
 - (vii) notification in writing from the Director;
- (i) pay when invoiced, all costs, fees and charges imposed by the District in relation to services it provides to the Developer of the Lands in relation to the Works including, without limitation, the cost of all necessary connections by the District of the Works to the District's water distribution, storm drainage and sewerage systems as the case may be and the cost of performing other administrative services that the District commonly charges, all in accordance with the Cypress Village PDA;
- (j) to pay when invoiced all inspections and testing costs actually incurred by the District when the Engineer or Director requires inspection and testing in addition to or in substitution for the inspection and testing provided by the Developer in order to certify that the Works are constructed and installed in accordance with the Subdivision Requirements;
- (k) not to damage any municipal works, services or property or remove, alter or destroy any survey pins, or posts, and if in default to replace, repair and restore any damage of whatever nature to the reasonable satisfaction of the Engineer or Director;
- (l) to comply with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all bylaws of the District;
- (m) to not deposit or permit the deposit of any material or debris upon any highways or District land except as may be approved in writing by the Engineer or Director;
- (n) to retain at all times a professional engineer (who may be the same as the Professional Engineer) to provide competent survey, layout and on-site supervision to ensure that the Works strictly conform to the Approved Servicing Drawings and to record the details of any field design or construction changes to the Approved Servicing Drawings and to record all of the geometric information for preparation of "as constructed" drawings. No underground works shall be covered or trenches backfilled without inspection and approval by the professional engineer and without adequate as-constructed information being obtained, including line and grade of buried works;
- (o) to advise the Engineer of the name and address of the professional engineer retained by the Developer and to ensure that such professional engineer maintains professional liability and errors

and omissions insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices, during the term of his or her engagement. The Developer's engineer shall provide proof of such insurance before the Developer commences the construction and installation of the Works;

- (p) not to employ any person or contractor in the construction of the Works who, in the reasonable opinion of the Engineer or the Developer's professional engineer is unfit, incapable or unskilled, and at all times, in connection with the execution of the Works, to employ and keep on site a competent general work superintendent capable of speaking, reading and writing the English language. Any explanations, directions or requests given by the Engineer to the Developer's professional engineer shall be conclusively deemed to have been given to the Developer; and
- (q) not to engage any contractor in respect of the Works unless the contractor holds a valid and subsisting business licence issued by the District and maintains insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices.

2.3 Nothing in this Agreement shall exempt the Developer or the Lands from the ordinary jurisdiction of the Council, its bylaws and regulations, and without limitation the construction of the Works shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies and charges payable under any bylaw of the District, except as statutorily required, or as set out in the Cypress Village PDA.

2.4 The Developer shall prosecute the Works diligently and shall complete all of the Works (other than those required by the Environmental Management Plan, which must be fully installed prior to commencement of construction and installation of any of the other Works) by:

- (a) *[insert date(s) to be determined as required in respect of each Component of the Works]*

unless other completion dates are expressly set out in this Agreement or agreed to in writing by the Engineer or the Director, as the case may be.

2.5 The Developer shall commence the construction and installation of the *[insert description of the relevant Works and relevant no later than dates related to building permit issuance and/or issuance of occupancy as required]*:

2.6 The Developer acknowledges and agrees that the Developer relies exclusively on its own professional engineer and contractor and that the District does not, by its approvals, inspections or acceptance of the Works, warrant or represent that the Works are without fault or defect and that all approvals and inspection of the Works given or made by the District are for the sole benefit of the District and shall in no way relieve or excuse the Developer from constructing and installing the Works in strict compliance with the provisions of this Agreement.

2.7 Upon Acceptance of Substantial Completion of the Works, the Developer covenants and agrees:

- (a) to assign to the District all of its right, title and interest in and to the Works free and clear of all encumbrances;
- (b) to grant or cause to be granted to the District in registrable form all statutory rights of way reasonably required by the Engineer or Director, as applicable, for the operation, maintenance, repair and replacement of the Works on such terms as are satisfactory to the Engineer or Director,

as applicable, acting reasonably;

- (c) to execute and deliver or cause to be executed and delivered at the request of the District all such further transfers, instruments, agreements, documents and plans and to perform all such acts as may be necessary to give full effect to this Agreement;
- (d) to deliver to the District final as-constructed drawings of the Landscaping Works which drawings shall be prepared by the Developer's Landscape Architect in accordance with good landscape architecture practice and be in a form satisfactory to the Director; and
- (e) to deliver to the District final as-constructed drawings of the Servicing Works and Off Site Works which drawings shall be prepared by the Developer's Professional Engineer in accordance with good engineering practice and be in a form satisfactory to the Engineer.

ARTICLE 3 **WORKS DEPOSIT**

3.1 As security for the due and proper performance by the Developer of its obligations under this Agreement, the Developer has deposited with the District security in the following amounts:

- (a) \$ _____, for the Servicing Works;
- (b) \$ _____, for the Off Site Works;
- (c) \$ _____, for the Landscaping Works,

(collectively, the "**Works Deposit**").

3.2 The Developer and the District agree as follows with respect to the Works Deposit:

- (a) no interest shall be paid to the Developer;
- (b) the Developer will replace any letter of credit and provide evidence of its replacement satisfactory to the District, no later than 21 days before the letter of credit expires;
- (c) letter(s) of credit provided by the Developer to the District as the Works Deposit shall be clean and irrevocable letter(s) of credit in favour of the District drawn on a Canadian chartered bank, trust company, or credit union located in British Columbia and having an office or branch in West Vancouver, North Vancouver, Burnaby, or Vancouver, and shall, unless the Engineer or Director agrees to a shorter time period, be valid for a minimum of one year after the date of this Agreement (with provision for automatic renewals thereafter) and shall otherwise be in a form acceptable to the District;
- (d) the District may draw upon any letter of credit at any time in the event of a default by the Developer of any of its obligations under this Agreement and may hold or use the proceeds in accordance with this Agreement; and
- (e) any return or release of the Deposit will be made to the Developer despite any change in ownership of the Lands.

3.3 The District will only be required to release the Works Deposit as follows:

- (a) The Developer may request a release of the Deposit or a portion of the Deposit by providing a written progress report and payment certificate in a form satisfactory to the District, and signed and sealed by the Professional Engineer or the Landscape Architect, as applicable. Such requests may only be made at intervals of 3 months or more, unless the District and the Developer agree to a shorter interval, and may only be made if the Works for which the release is being requested have been installed and accepted by the Professional Engineer or Landscape Architect, as applicable;
- (b) The District will release to the Developer an amount of security equal to the value of the Works in respect of which a signed progress report and payment certificate has been accepted, provided that the balance of the Works Deposit will not be reduced to less than the sum of the following amounts prior to Acceptance of Substantial Completion:
 - (i) 15% of the amount in 3.1(a);
 - (ii) 15% of the amount in 3.1(b);
 - (iii) 25% of the amount in 3.1(c).

3.4 If the Developer fails to observe, perform or keep any of the provisions of this Agreement to be observed, performed or kept by the Developer, the District may at its sole discretion and without prejudice to any other remedy rectify the default of the Developer, at the Developer's expense and, without limiting the generality of the foregoing may:

- (a) enter onto the Lands and do or cause to be done through its servants, contractors and others, all such things as may be required to fulfill the obligations of the Developer including without limitation, the completion of the Works; and
- (b) make any payments required to be made for and on behalf of the Developer,

and for such purposes may without notice or limitation deduct from the Deposit all costs, and expenses incurred, payments and expenditures made, and monies due and owing to the District, including an administrative fee payable to the District in the amount of 10% of the costs incurred under sections 3.4(a) and (b). The District may undertake the Works either by itself or by contractors it engages. For greater certainty, the District is under no obligation to complete any of the Works and may undertake any of the Works in whole or in part, in the District's discretion as to extent and timing of completion. Nothing in this section 3.4 limits the generality of section 3.2d.

3.5 If the District incurs any costs and expenses or makes payments as provided in section 3.4 of this Agreement, or if the Developer is otherwise indebted to the District under this Agreement, and the Deposit is not sufficient to fully recompense the District, the Developer shall forthwith, upon notice from the District, pay to the District the amount of such deficiency together with interest thereon at 6% per annum calculated and compounded monthly from the date such cost or expense was incurred or payment or expenditure was made by the District. Such amounts required to be paid by the Developer shall constitute a debt due and owing to the District.

ARTICLE 4
APPROVAL OF THE WORKS, AND RELEASE OF DEPOSIT AMOUNTS

- 4.1 The District may, at any time and from time to time, enter onto the Lands to inspect the Works.
- 4.2 If the Developer considers that one or more Component(s) of the Works are complete, the Developer may notify the Engineer or the Director, as applicable, by delivering such notice together with:
- (a) stamped and sealed record drawings, schedule of quantities associated with the applicable Component of the Works, letters of assurance, Certificate of Substantial Completion, field inspection reports, and applicable testing results and reports from the Professional Engineer and/or Landscape Architect, as applicable, for each completed Component; and
 - (b) if applicable, a list of deficiencies prepared by the Professional Engineer in respect of the Servicing Works and Off-Site Work and prepared by the Landscape Architect in respect of the Landscaping Works, specifying those Works, or part(s) thereof that, in the opinion of the Professional Engineer or the Landscape Architect, as applicable, may be completed after the issuance of the Certificate of Substantial Compliance of the applicable Component of the Works (collectively, the “**Listed Deficiencies**”) together with a reasonable time period(s) for remedying such deficiencies and a reasonable cost for remedying such deficiencies within the specified time period(s) specified.
- 4.3 Within 120 days of the District’s receipt of notice under section 4.2, the Engineer or the Director, as applicable, may inspect the Component(s) of the Works for which the District has received notice and may, in writing:
- (a) notify the Developer that the District accepts the Certificate of Substantial Completion;
 - (b) notify the Developer that the District does not accept the Certificate of Substantial Completion, in which case the District must provide reasons for this, and the Developer shall have a reasonable time to respond before the District is entitled to draw down on the Works Deposit to complete the Work or Component that the Developer has failed to complete; or,
 - (c) notify the Developer that the District accepts the Certificate of Substantial Completion and that in addition to the Listed Deficiencies, certain Works or part(s) thereof have been identified by the District as being defective, inoperative or not in accordance with the Approved Servicing & Off Site Drawings or the Approved Landscaping Drawings, as applicable (the “**Additional Deficiencies**”).
- 4.4 If the District does not give any notice to the Developer under section 4.3 within 120 days of receiving the Developer’s notice under section 4.2, or such further time period as the Developer (acting reasonably) may allow in response to a written request from the District, the District shall be deemed to have accepted the Certificate of Substantial Completion and to have not identified any Additional Deficiencies.
- 4.5 If the District accepts, or is deemed to have accepted, a Certificate of Substantial Completion for one or more Component(s) of the Works (in either case, “**Acceptance of Substantial Completion**”) the District may retain one or both of the following amounts for such applicable Component(s) of the Works, and otherwise shall release the balance of the Works Deposit to the Developer within 30 days of the District accepting, or being deemed to have accepted, a Certificate of Substantial Completion:
- (a) 200% of the estimated costs of correcting the Deficiencies (collectively, the “**Deficiency Deposit**”);

plus,

- (b) 10% of the amount deposited for each of the Servicing Works and Off-Site Works and 15% of the amount deposited for the Landscaping Works (collectively, the “**Warranty Deposit**”).
- 4.6 The Developer shall correct, modify or reconstruct the Works or part(s) thereof such that the Deficiencies are corrected and the Works are fully operative and functional in accordance with the Subdivision Requirements and in accordance with the Approved Servicing Drawings or the Approved Landscaping Drawings, as applicable, to the reasonable satisfaction of the Engineer or the Director, as applicable, within the time period specified for such items by the Engineer or Director, as applicable, or if no time period has been specified, with all due dispatch.
- 4.7 The District shall release the Deficiency Deposit within 30 days of the Developer having provided to the District a report from the Professional Engineer or the Landscape Architect, as the case may be, certifying that the Deficiencies are complete and have been accepted by the Professional Engineer or the Landscape Architect and agreed to by the Engineer or Director, as the case may be.

ARTICLE 5
WARRANTY PERIOD AND TOTAL COMPLETION

- 5.1 The Developer covenants and agrees:
- (a) to remedy any defects appearing within a period of one year from the date of the District’s receipt of notice under section 4.2, in respect of the applicable Component(s) (each, a “**Warranty Period**”) and pay for any damage to other works or properties resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of the District, its servants or agents, or acts of God occurring after the date of the District’s receipt of notice under section 4.2;
 - (b) as security for its obligations under section 5.1(a), to keep the full amount of the Warranty Deposit deposited with the District throughout the Warranty Period.
- 5.2 If the Developer fails to maintain the Works in complete repair, remedy any defects in the Works, fails to attend to the Deficiencies to the satisfaction of the Engineer or the Director (acting reasonably) as applicable, or fails to remedy further defects as required by section 5.1(a), then the District may at its sole discretion and without prejudice to any other remedy, rectify the default of the Developer at the Developer’s expense and without limiting the generality of the foregoing may:
- (a) enter onto the Lands and do or cause to be done through its servants, contractors and others, all such things as may be required to fulfil the obligations of the Developer including without limitation, the maintenance of the Works, the remedying of any defects, and the completion of the Deficiencies; and
 - (b) make any payments required to be made for and on behalf of the Developer,

and for such purposes may without notice or limitation, deduct from the Warranty Deposit or the Deficiency Deposit, as applicable, the costs, and expenses incurred, payments and expenses made, and monies due and owing to the District, including an administration fee payable to the District in an amount of 10% of the costs incurred under sections 5.2(a) and (b). The District may undertake the Works either by itself or by

contractors it engages. For greater certainty, the District is under no obligation to complete any of the Works and may undertake any of the Works in whole or in part, in the District's discretion as to extent and timing of completion. Nothing in this section 5.2 limits the generality of section 3.2d.

- 5.3 Within 120 days of the District's receipt of a notice from the Developer that a Warranty Period has expired the Engineer or the Director, as applicable, may undertake a final inspection of the applicable Works or Component(s) and, whether or not an inspection has been undertaken must, in writing, either:
- (a) confirm the Works or Component have been satisfactorily completed ("**Acceptance of Total Completion**") in respect of such applicable Component(s); or
 - (b) give reasons for refusing to provide Acceptance of Total Completion, in which case the Developer will have a reasonable time to respond and re-apply for Acceptance of Total Completion, failing which the Developer will be deemed to be in default of its obligation to complete the Works under section 2.1(a).
- 5.4 The District shall release the balance of the Warranty Deposit in respect of a Component or the Works within 30 days of Acceptance of Total Completion.

ARTICLE 6 **DEVELOPER'S RELEASE AND INDEMNITY OF DISTRICT**

- 6.1 The Developer shall release, and does hereby indemnify and save harmless the District, its elected officials, officers, employees, agents and others for whom the District is in law responsible from and against:
- (a) all costs and expenses (including legal costs on a solicitor and own client basis), damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from the construction or installation of the Works and any injury or damage thereby caused to person or property (including death) except that arising from the exclusive negligence of the District;
 - (b) all costs and expenses (including legal costs on a solicitor and own client basis), damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from a breach of this Agreement by the Developer;
 - (c) all costs and expenses (including legal costs on a solicitor and own client basis) incurred by the District arising directly or indirectly from any engineering operation, construction, repair, replacement or maintenance by the District to or on any real or personal property which is affected by the Works and which the District either owns or is by duty or custom obliged, directly or indirectly, to construct, repair, replace or maintain; and
 - (d) all costs and expenses (including legal costs on a solicitor and own client basis) incurred by reason of liens for non-payment of labour or material, workers' compensation assessments, employment insurance, or federal or provincial taxes in relation to Works and for unlawful encroachments by the Works arising from any cause including mistakes in surveying.

The indemnity contained in this Article 6.1 shall terminate upon the completion of the Warranty Period or completion of the Deficiencies, whichever is later.

ARTICLE 7
INSURANCE

7.1 **INSURANCE**. During the term of this Agreement the Developer shall, at its own expense, procure and maintain comprehensive general liability insurance in an amount satisfactory to the District, acting reasonably, in accordance with the District's risk management practices and pursuant to an insurance policy in a form and substance reasonably acceptable to the District and providing for coverage of the Developer and the District, in respect to any and all claims arising out of or connected with the following:

- (a) death of or injury to any person;
- (b) damage to or loss of use of property of any nature whatsoever of third persons; and
- (c) damage to or loss of buildings or improvements of any nature whatsoever related to, caused by or connected with the Works, or related to, caused by or connected with the carrying out of or the approval of the Works.

Every such policy of insurance shall provide that:

- (a) the District is named as an additional insured and shall contain a cross-liability or severability of interest clause so that the District and the Developer may be insured in the same manner and to the same extent as if individual policies had been issued to each; and
- (b) such policy cannot lapse, be cancelled or altered without less than 30 days' prior written notice to the District.

7.2 **Certificate of Insurance**. The Developer shall provide to the District a certificate or certificates of the insurance procured pursuant to section 7.1 prior to commencing construction of the Works and shall provide to the District certified copies of such policies forthwith upon request by the District.

ARTICLE 8
INSOLVENCY OF DEVELOPER

8.1 Notwithstanding any other provision of this Agreement, the District shall be entitled to draw on the Works Deposit, the Warranty Deposit, and the Deficiency Deposit, to complete the Works or remedy any defects in the Works in the event that:

- (a) the Developer commits an act of bankruptcy, or makes a proposal or general assignment for the benefit of its creditors;
- (b) an order is made or a resolution passed or petition filed for the liquidation or winding up of the Developer;
- (c) a receiver or receiver-manager of the Developer of the Lands is appointed or any encumbrance-holder takes possession of the Lands or any part thereof; or

- (d) the Developer defaults under the terms of the Agreement and fails or neglects to cure such default within 30 days notice of default from the District.

The Developer agrees that the Works Deposit, Warranty Deposit, and the Deficiency Deposit are not assets of the Developer and are not subject to any trust or other right or claim of the Developer, other than a contract claim expressly contemplated by this Agreement.

ARTICLE 9
COVENANTS OF THE DISTRICT

9.1 The District covenants and agrees that:

- (a) it will permit the Developer to perform the Works on the terms and conditions contained in this Agreement and to occupy and use the District's Streets and Lanes (as those terms are defined in the District's Zoning Bylaw) and District-owned lands as necessary for constructing the Works, at no cost, subject to reasonable terms and conditions of the Engineer which may include a requirement to obtain Temporary Street and Laneway Occupancy Permit(s), for open Streets and Lanes;
- (b) it will accept a Certificate of Substantial Completion signed by the Developer's Professional Engineer upon the Developer satisfactorily completing the Works and performing all other requirements of this Agreement except the requirements of Article 5; and
- (c) it will issue an Acceptance of Total Completion upon the satisfactory completion by the Developer of all covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the repair of any defects in the Works constructed under this Agreement during the Warranty Period, provided that the Deficiencies have been remedied to the satisfaction of the Engineer or Director, acting reasonably, as the case may be.

ARTICLE 10
GENERAL PROVISIONS

10.1 Wherever in this Agreement the approval of the Engineer or the Director is required or some act or thing is to be done to the satisfaction of the Engineer or the Director, as the case may be:

- (a) such provisions shall not be deemed to have been fulfilled or waived unless the approval or expression of satisfaction is in writing signed by the Engineer or the Director, as the case may be, and no prior approval or expression of satisfaction and no condoning, excusing or overlooking by the District or the Engineer on previous occasions when such approval or satisfaction was required shall be taken to operate as a waiver of the necessity for such approval or satisfaction wherever required by this Agreement; and
- (b) such approval or satisfaction shall be at the discretion of the Engineer or the Director, acting reasonably, in conformance with sound and accepted public engineering or planning practice, as applicable.

10.2 Unless otherwise expressly provided in this Agreement, wherever the Developer is obliged or required to

do or cause to be done any act matter or thing, such act, matter or thing shall be done by the Developer at its sole expense.

- 10.4 All notices, directions and other communications required or permitted to be given by one party to another pursuant to this Agreement shall be in writing and delivered, or sent by registered mail postage prepaid and addressed as follows:

to the District:

The Corporation of the District of West Vancouver
750 – 17th Street
West Vancouver, BC V7V 3T3

Attention: the Director of Planning and Development Services and the Director of Engineering and Transportation

to the Developer:

British Pacific Properties Limited,
Suite 1001, Kapilano 100, 100 Park Royal,
West Vancouver, BC V7T 1A2

Attention: Vice-President Development

or to such other address or facsimile number or email address as may be specified by a party to the other in a notice given in the manner herein provided. Any such notice, direction or other communication will be deemed to have been received by the party to whom it was given:

- (a) on the day of delivery, if delivered; or
- (b) on the third business day following the mailing thereof, if mailed.

If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending a notice, direction or communication will deliver such notice, direction or communication in order to ensure its prompt receipt.

- 10.5 This Agreement shall not be assigned by the Developer without the prior written consent of the District which consent may be refused if the District is not wholly satisfied as to the financial, technical and managerial abilities of the proposed assignee to complete the terms hereof.
- 10.6 *[if applicable: add a provision about latecomer payments].*
- 10.7 The District has made no representations, warranties, guarantees, promises, covenants or agreements to or with the Developer other than those in this Agreement.
- 10.8 Wherever the singular or 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 so require.
- 10.9 If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the

invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.

- 10.10 Time is of the essence to this Agreement.
- 10.11 This Agreement shall enure to the benefit of, and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 10.12 This Agreement may be executed in any number of counterparts, all of which shall together be deemed to be and constitute one agreement. Execution of this Agreement may be made on copies transmitted by facsimile transmission and executed copies may be sent by facsimile transmission, and transmission of an executed copy shall be deemed to constitute communication of execution and acceptance of this Agreement.

[execution page follows]

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CORPORATION OF THE DISTRICT)
OF WEST VANCOUVER by its authorized)
signatories:)
)
)
)
_____)
Mayor)
)
)
_____)
Clerk)

BRITISH PACIFIC PROPERTIES LIMITED)
by its authorized signatories:)
)
)
_____)
Geoffrey Croll, President)
)
)
_____)
Bryce Tupper)
Vice President Planning and Development)

SCHEDULE M – APPENDIX “M-A”

THE LANDS



[insert as applicable]

SCHEDULE M – APPENDIX “M-B”

[insert Plan of Subdivision if applicable]

SCHEDULE M – APPENDIX “M-C”

THE SERVICING DRAWINGS

[insert]

SCHEDULE M – APPENDIX “M-D”

THE LANDSCAPING DRAWINGS

[insert]

SCHEDULE M – APPENDIX “M-E”

Environmental Management Plan

[insert]

SCHEDULE “N”

TERMS FOR CV WORKS AND SERVICES IN SCHEDULE “H”

1. Where BPP is responsible for the construction of any CV Works and Services included in Schedule “H”:
 - (a) BPP shall not commence construction unless BPP has provided security to the District (the “**Security Deposit**”) and entered into an agreement with the District authorizing the District to use the security to complete the construction if BPP fails to do so by a date specified in the agreement.
 - (b) If needed for the specified works, the District will permit BPP to perform the works and to occupy and use the District’s Streets and Lanes (as those terms are defined in the District’s Zoning Bylaw) and District-owned lands as necessary for constructing the specific works, at no cost, subject to reasonable terms and conditions of the District’s Director of Engineering which may include a requirement to obtain Temporary Street and Laneway Occupancy Permit(s) for open Streets and Lanes.
 - (c) BPP shall notify the District’s Director of Engineering when the works have been completed by delivering a written notice together with:
 - i. stamped and sealed record drawings, schedule of quantities associated with the works, letters of assurance, certificate(s) issued by BPP’s professional engineer upon satisfactory completion of the works (“**Certificate(s) of Substantial Completion**”), field inspection reports, and applicable testing results and reports from BPP’s professional engineer of record; and
 - ii. if applicable, a list of deficiencies prepared by BPP’s professional engineer (“**Listed Deficiencies**”) together with the reasonable time period(s) and reasonable cost(s) for remedying the deficiencies.
 - (d) Within 120 days of the District’s receipt of BPP’s notice and documentation under section 1(c), the District’s Director of Engineering may inspect the works for which the District has received notice and may, in writing:
 - i. notify BPP that the District accepts the Certificate of Substantial Completion; or
 - ii. notify BPP that the District does not accept the Certificate of Substantial Completion, in which case the District must provide reasons for this, and BPP shall have a reasonable time to respond before the District is entitled to draw down on the Security Deposit to complete the works that BPP has failed to complete; or
 - iii. notify BPP that the District accepts the Certificate of Substantial Completion and that in addition to the Listed Deficiencies, certain works or part(s) thereof have been identified by the District as being defective, inoperative, or not in accordance with the approved detailed design (the “**Additional Deficiencies**”, and together with the Listed Deficiencies, the “**Deficiencies**”).
 - (e) If the District does not give any notice to BPP under section 1(d) within 120 days of receiving BPP’s notice and documentation under section 1(c), or such further time period as BPP (acting reasonably) may allow in response to a written request from the District, the District shall be deemed to have accepted the Certificate of Substantial Completion and to have not identified any Additional Deficiencies.
 - (f) BPP shall correct, modify, or reconstruct the works or parts thereof such that the Deficiencies are corrected and the works are fully operative and functional in accordance with the approved detailed design to the reasonable satisfaction of the District’s Director of

Engineering within the time period specified for such items by the District's Director of Engineering, acting reasonably, or if no time period has been specified, with all due dispatch.

- (g) The satisfactory completion of the works, including any Deficiencies, shall be established only by confirmation by the District's Director of Engineering in writing under section 1(i)(i) below ("**Acceptance of Total Completion**").
- (h) BPP covenants and agrees to remedy any defects appearing within a 1 year period from the date of the District's receipt of BPP's Certificate of Substantial Completion (the "**Warranty Period**") and pay for any damage to other works or properties resulting there from, save and except for defects caused by reasonable wear and tear, negligence of the District, its servants or agents, or acts of God occurring after the date of the District's receipt of BPP's Certificate of Substantial Completion.
- (i) Within 120 days of the District's receipt of BPP's notice that the Warranty Period has expired, the District's Director of Engineering may undertake a final inspection of the works and, whether or not an inspection has been undertaken, must, in writing, either:
 - i. confirm the works have been satisfactorily completed; or
 - ii. give reasons for refusing to provide Acceptance of Total Completion, in which case BPP will have a reasonable time to respond and re-apply for Acceptance of Total Completion, failing which BPP will be deemed to be in default of its obligation to complete the work.

2. Regarding the Security Deposit:

- (a) The amount of security shall be:
 - i. 130% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class C cost estimate; or
 - ii. 120% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class B cost estimate; or
 - iii. 110% of BPP's portion of the total estimated cost of the works, pursuant to Schedule "H", where the total estimated cost is a Class A cost estimate,with cost estimates to be prepared in accordance with cost estimate classification definitions as specified in the 2009 "Budget Guidelines for Consulting Engineering Services" publication from the Consulting Engineers of British Columbia and Professional Engineers and Geoscientists of BC, as amended from time to time.
- (b) The form of security shall be (at BPP's option) cash or a letter(s) of credit, and any letter(s) of credit must be clean and irrevocable letter(s) of credit in favour of the District drawn on a Canadian chartered bank, trust company, or credit union located in British Columbia and having an office or branch in West Vancouver, North Vancouver, Burnaby, or Vancouver, and shall, unless the Director agrees to a shorter time period, be valid for a minimum of one year after the date of the construction contract or agreement (with provision for automatic renewals thereafter) and shall otherwise be in a form acceptable to the District.
- (c) Where DCC reserve funds are allocated for works, the amount of security required under section 2(a) in respect of these works shall be reduced by the amount of such allocated reserve funds.
- (d) BPP will replace any letter of credit and provide evidence of its replacement satisfactory to the District, no later than 21 days before the letter of credit expires.
- (e) No interest shall be paid to BPP on the Security Deposit.
- (f) Within 30 days of the District's accepting, or being deemed to have accepted, the Certificate of Substantial Completion, the District may retain 10% of the original Security Deposit (for

- “**Warranty Security**”) plus an amount equal to 200% of the estimated costs of remedying the Deficiencies (the “**Deficiency Security**”), and otherwise will release the balance of the Security Deposit.
- (g) The District will release the Deficiency Security within 30 days of BPP having provided to the District a report from its professional engineer of record certifying that the Deficiencies are complete and have been accepted and agreed to by the District’s Director of Engineering, acting reasonably.
 - (h) Within 30 days of the District’s issuance of the Acceptance of Total Completion, the District will release the Warranty Security.
3. If the District is responsible for some or all of the costs of any CV Works and Services to be constructed by BPP under Schedule “H”:
- (a) The District shall not be required to provide any security to BPP.
 - (b) BPP may submit payment requests to the District for the District’s share of costs incurred for the specific works at intervals of not less than 1 month.
 - (c) The amount of any payment request shall be based on a progress report from BPP’s professional engineer of record and the portion of the works for which the payment is being requested must be installed and accepted by BPP’s professional engineer of record.
 - (d) No payments will be made unless and until the District has received a progress payment certificate in relation to the portion of the works for which payment is requested, in a form satisfactory to the District’s Director of Engineering and signed and sealed by BPP’s professional engineer of record.
 - (e) BPP’s professional engineer of record will administer payments to BPP’s contractor(s) including provisions for holdbacks under the Builder’s Lien Act, for greater clarity the District shall not withhold any amounts from BPP as BPP is not a contractor employed by the District as an owner.
4. Where BPP is responsible for a portion of the cost of any CV Works and Services included in Schedule “H” to be constructed by the District:
- (a) As security for the due and proper performance of BPP in delivering its portion of the total cost of the works, within 30 days of the District providing a copy to BPP of the District’s notice to the District’s contractor to commence construction, BPP will deposit with the District security in an amount and form consistent with sections 2(a), 2(b) and 2(c) of this Schedule “N”. The security will be held and maintained in accordance with sections 2(d) and 2(e) of this Schedule “N”.
 - (b) The District may submit payment requests to BPP for BPP’s share of costs incurred for the specified works at intervals of not less than 1 month.
 - (c) The amount of any payment request shall be based on a progress report from the District’s professional engineer of record and the portion of the works for which the payment is being requested must be installed and accepted by the District’s professional engineer of record.
 - (d) No payments will be made unless and until BPP has received a progress payment certificate in relation to the portion of the works for which payment is requested, signed and sealed by the District’s professional engineer of record.
 - (e) If BPP does not make a payment within 30 days of a payment request, the District may draw down on the security held pursuant to section 4(a) for the amount owing.
 - (f) Within 3 months after BPP makes its first payment, and at 3-month intervals thereafter,

unless the District and the BPP agree to a shorter initial duration and shorter intervals, the District will release BPP's security in amounts equal to BPP's payments in the preceding 3-month period and, once the specified works are substantially complete, the District will release all remaining security to BPP.

- (g) The District's professional engineer of record will administer payments to the District's contractor(s) including provisions for holdbacks under the Builder's Lien Act, for greater clarity BPP shall not withhold any amounts from the District.



District of West Vancouver

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

Effective Date:

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

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District of West Vancouver

Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024

A bylaw to close and remove the dedication of portions of highway near Chippendale Road, Uplands Way and Wentworth Avenue.

WHEREAS:

- A) under the *Community Charter* the Council of the Corporation of the District of West Vancouver (Council) may close a highway to traffic and remove the dedication of a highway;
- B) the Council has posted and published notices of its intention to close the portions of highway referred to in this bylaw and remove its dedication as highway, and has provided an opportunity for persons who consider they are affected to make representations to Council;
- C) the Council has made reasonable accommodations for utilities, transmission or distribution facilities or works of utility operators;
- D) the Ministry of Transportation and Infrastructure has approved this bylaw as required under section 41(3) of the *Community Charter* in connection with highways that are within 800 metres of an arterial highway;
- E) the Council has posted and published notices of its intention to dispose of the portions of highway referred to in this Bylaw; and
- F) the Council deems it expedient to provide for the closure to traffic and removal of the dedication of that portion of highway referred to in this bylaw for the purposes of disposing of said lands.

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Road Closure and Removal of Highway Dedication Bylaw No. 5208, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Road Closure and Removal of Highway Dedication

- 3.1 The portions of highway dedicated by:
- 3.1.1 Plan 2056 and identified as “Road to be Closed” on Reference Plan EPP119794 and Reference Plan EPP119795,
 - 3.1.2 Plan EPP94863 and Plan EPP76455 and identified as “Road to be Closed” on Reference Plan EPP136131,
- reduced copies of which are attached hereto as Schedule A and form part of this bylaw, are closed to all types of traffic.
- 3.2 The highway dedication of all those portions of highway to be closed by section 3.1 of this Bylaw is removed.
- 3.3 The Mayor and Clerk are authorized to execute and deliver such transfers, deeds of land, plans and other documents as are necessary or desirable to effect the aforesaid closure and removal of highway dedication.

Schedules

Schedule A – Plans of Highway Closure, Reference Plans EPP119794 and EPP119795, and Reference Plan EPP136131

READ A FIRST TIME on

PUBLICATION OF NOTICE OF ROAD CLOSURE AND REMOVAL OF HIGHWAY DEDICATION on

READ A SECOND TIME on

READ A THIRD TIME on

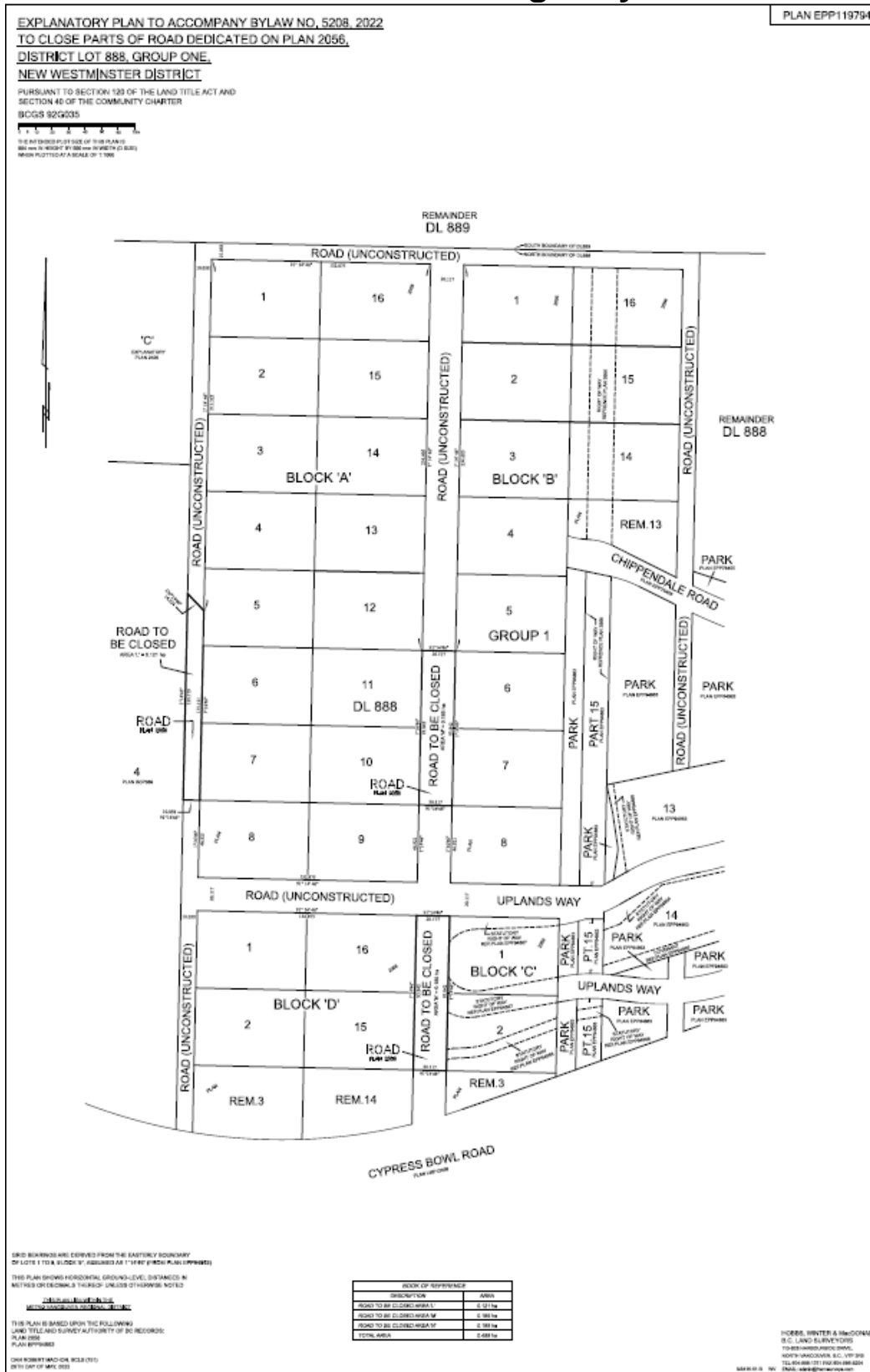
APPROVED by the Minister responsible for the Transportation Act on

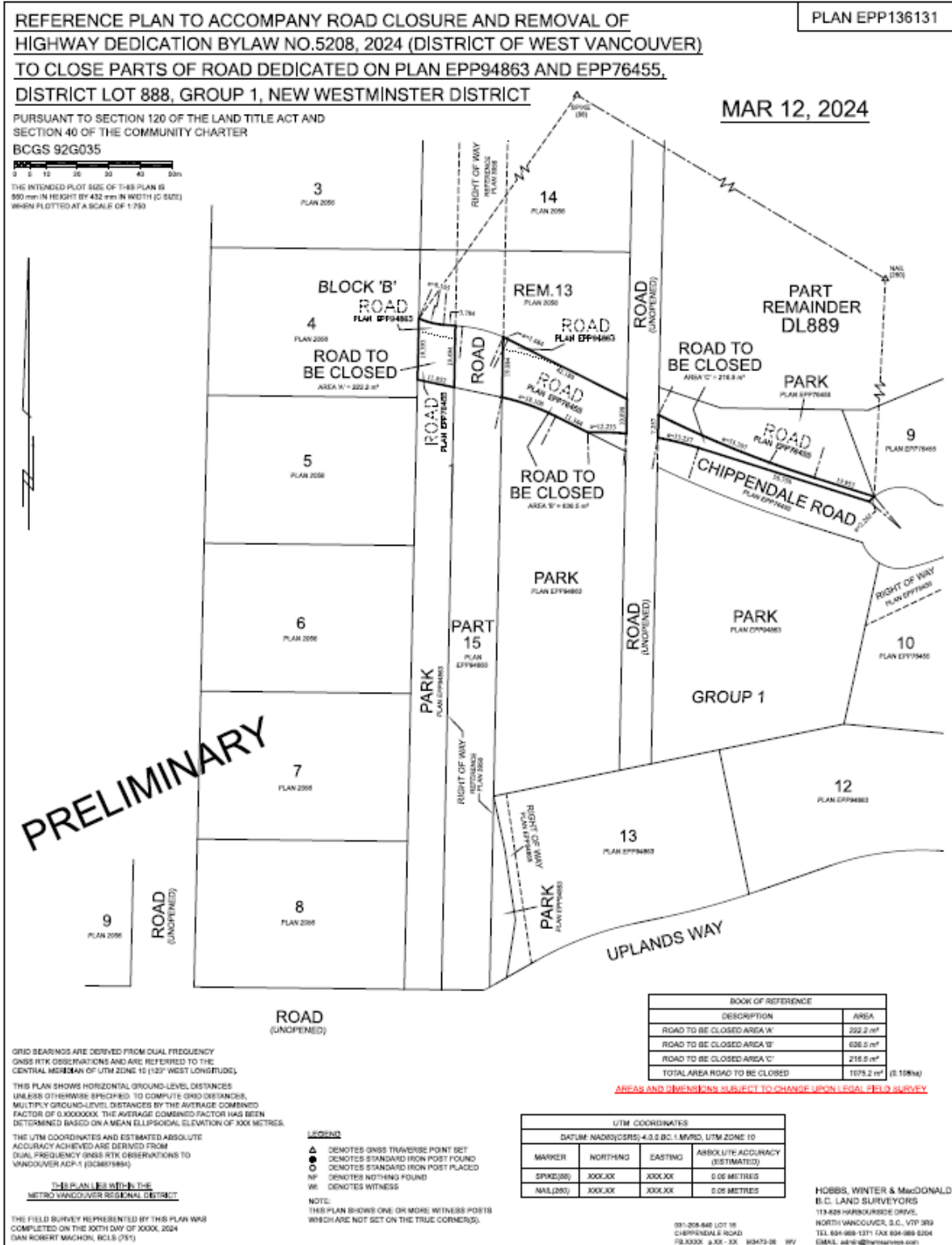
ADOPTED by the Council on.

Mayor

Corporate Officer

Schedule A – Plans of Highway Closure







District of West Vancouver

Park Exchange Bylaw No. 5302, 2024

Effective Date:

Park Exchange Bylaw No. 5302, 2024

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Part 3 Park Exchange 1
 Schedule A – Park Lands to be Exchanged 3

District of West Vancouver

Park Exchange Bylaw No. 5302, 2024

A bylaw to exchange park land on Chippendale Road and Uplands Way.

WHEREAS section 27 of the *Community Charter* authorizes a Council by bylaw, to dispose of land dedicated as park in exchange for other land suitable for park;

WHEREAS pursuant to Section 30 of the *Community Charter*, a Council of a municipality may, by bylaw adopted by 2/3 of all members of Council, dedicate land for municipal park purposes;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

1.1 This bylaw may be cited as Park Exchange Bylaw No. 5302, 2024.

Part 2 Severability

2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Park Exchange

3.1 All of the land comprising a total of 955 square metres (the “Park Lands”) shown as “Park to be Disposed” in Figure 1 in Schedule A attached to this bylaw, being portions of the lands more particularly described as follows, is disposed of for the purpose of constructing an extension of Chippendale Road:

- 3.1.1 3492 Chippendale Road Park,
 - 3.1.2 3496 Chippendale Road Park, and
 - 3.1.3 3841 Uplands Way Park.
- 3.2 Those portions of land comprising a total of 1,075.2 square metres shown as “Road to be Closed” in Figure 2 in Schedule A attached to this bylaw (the “Closed Road Portions”), which are currently dedicated as road, are taken in exchange for the Park Lands and are dedicated for the purpose of a park.
- 3.3 The Director of Planning and Development Services is authorized to execute such agreements, plans, and other documents as may be necessary to complete the disposal and dedication of the park lands.

Schedules

Schedule A – Figures 1 and 2 showing lands to be exchanged

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ALTERNATIVE APPROVAL PROCESS COMPLETED on

ADOPTED by the Council on

Mayor

Corporate Officer

Schedule A – Park Lands to be Exchanged

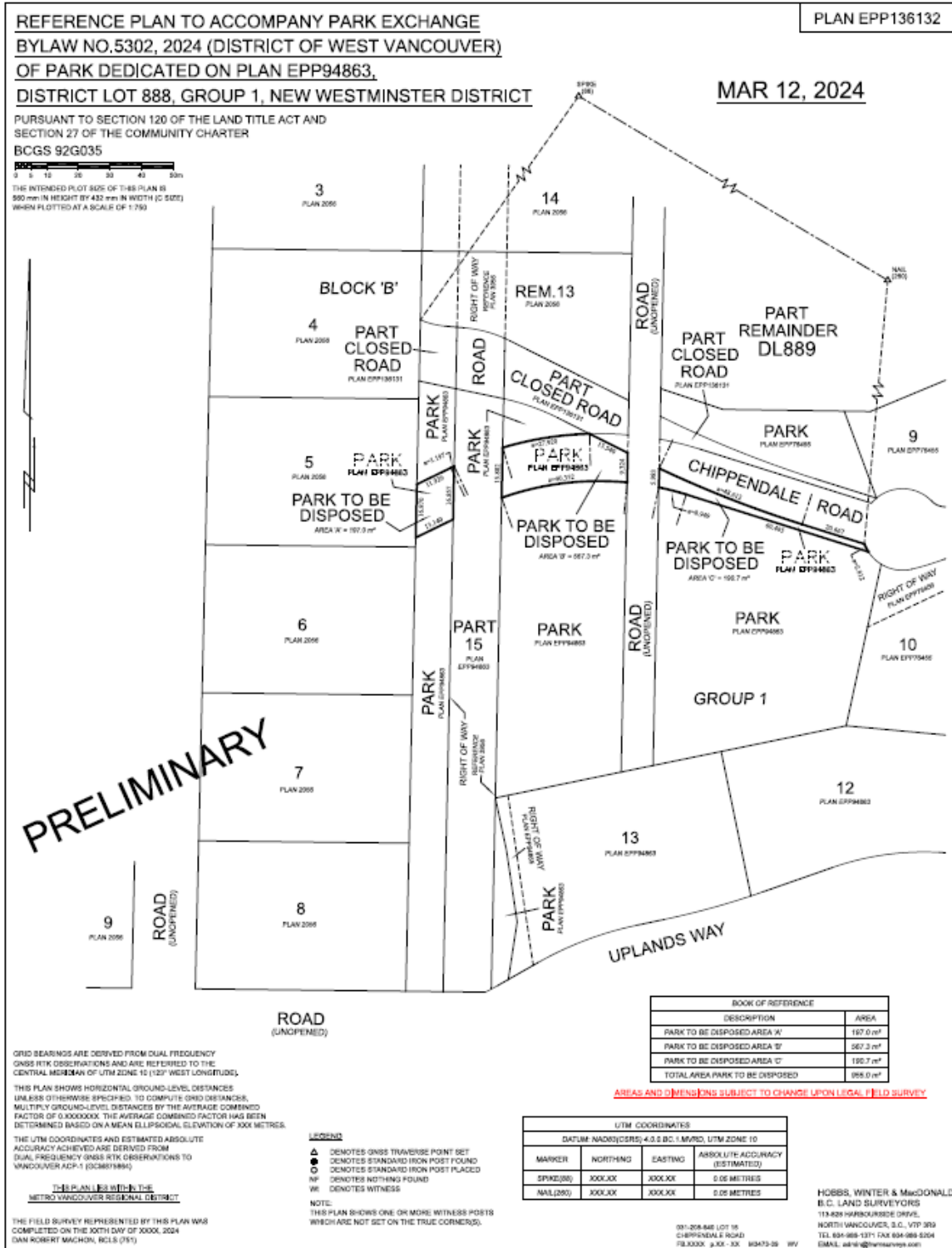


Figure 1 – Park Lands to be Disposed Of

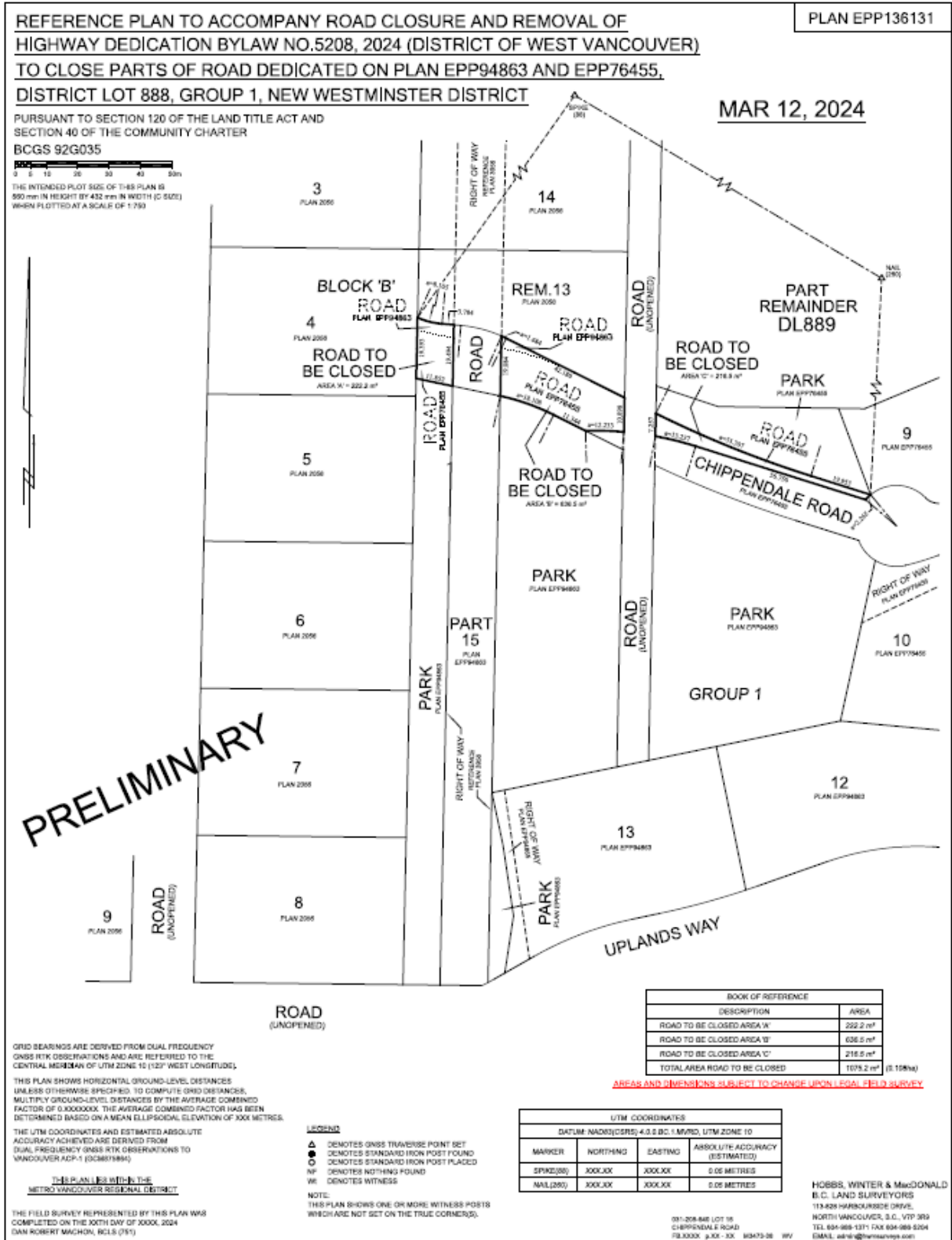


Figure 2 - Closed Road Portions to be Dedicated as Park



District of West Vancouver

**Cypress Village Reserve Fund
Establishment Bylaw No. 5221, 2024**

Effective Date:

Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024

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District of West Vancouver

Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024

A bylaw to establish a reserve fund.

WHEREAS section 188 (1) of the *Community Charter* states that a council may, by bylaw, establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund; and

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to place funds in a reserve fund to contribute to construction of a community centre, fire station and improvements to McGavin field in Cypress Village;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Cypress Village Reserve Fund Establishment Bylaw No. 5221, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Definitions

- 3.1 In this bylaw:

"Cypress Village" means the Cypress Village Area as shown on Map 9 in the District's Official Community Plan.

Part 4 Establishment of Reserve Fund

- 4.1 There is hereby established a reserve fund to be known as the “Cypress Village Reserve Fund”.

Part 5 Purpose of Reserve

- 5.1 Monies held in the Cypress Village Reserve Fund shall be used for the construction of the following amenities in Cypress Village:
- 5.1.1 A community centre;
 - 5.1.2 A fire station, and
 - 5.1.3 McGavin sports field.
- 5.2 Amounts in this fund shall be invested in accordance with the District’s investment policy and practice as determined from time to time, and interest so earned shall be credited to the fund; and
- 5.3 Expenditures from this fund shall be authorized by an expenditure resolution of Council citing the fund as a source and specifying the project towards which the funds shall be used.

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

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District of West Vancouver

**Development Cost Charge
Bylaw No. 3801, 1993,
Amendment Bylaw No. 5209, 2024**

(Cypress Village and Rodgers Creek Areas 5 and 6)

Effective Date:

District of West Vancouver

**Development Cost Charge
Bylaw No. 3801, 1993
Amendment Bylaw No. 5209, 2024**

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District of West Vancouver

Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024

A bylaw to provide for amended Development Cost Charges for Cypress Village and Rodgers Creek Areas 5 and 6.

WHEREAS pursuant to section 559 of the *Local Government Act*, Council of The District of West Vancouver may, by Bylaw, impose development cost charges;

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for amended Development Cost Charges for Cypress Village and Rodgers Creek Areas 5 and 6;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

1.1 This bylaw may be cited as Development Cost Charge Bylaw No. 3801, 1993, Amendment Bylaw No. 5209, 2024.

Part 2 Schedule “A1”

Development Cost Charge Bylaw No. 3801, 1993 is amended by:

2.1 Inserting at the end of the text in the first column, sixth row of the table in Schedule A1 that reads “4. East of Cypress Creek, West of Existing Development, and N. of Upper Levels” the following text:

“, except Cypress Village and Rodgers Creek Areas 5 and 6.”

2.2 Inserting in the table in Schedule A1, the following rows after “4. East of Cypress Creek, West of Existing Development and N. of Upper Levels, except Cypress Village and Rodgers Creek Areas 5 and 6”:

4.a Cypress	1,291	0	0	0	216	0	1,075	0	0
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Village									
4.b Rodgers Creek Areas 5 and 6	3,501	0	0	2,210	216	0	1,075	0	0

2.3 Inserting in the table in Schedule A1, the following text as footnote (c), after footnote (b):

“(c) Subarea 4a - Cypress Village is shown in Scheule C, Figure 1 and Subarea 4b - Rodgers Creek Areas 5 and 6 is shown in Schedule C, Figure 2.”

2.4 Inserting as Schedule C, Figures 1 and 2, the following maps.

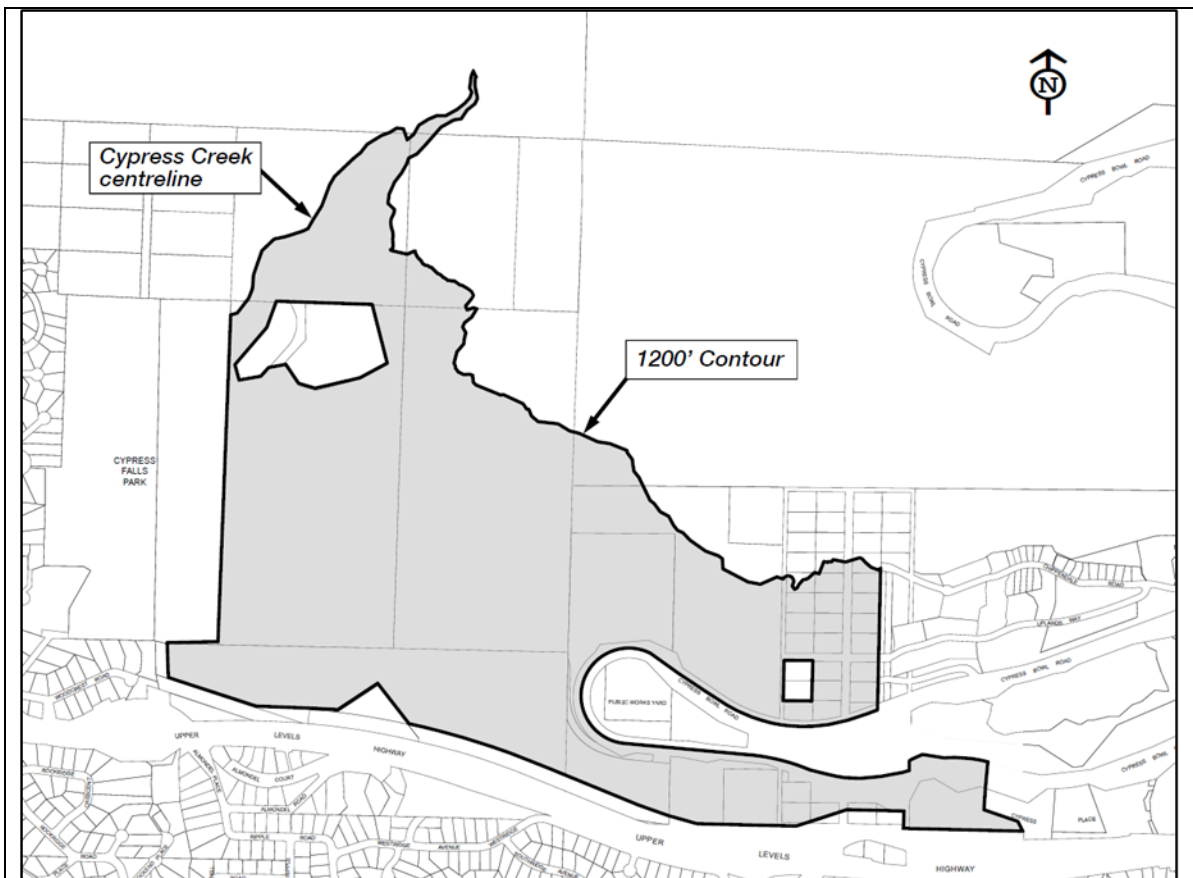


Figure 1: DCC Area 4, Subarea 4a - Cypress Village

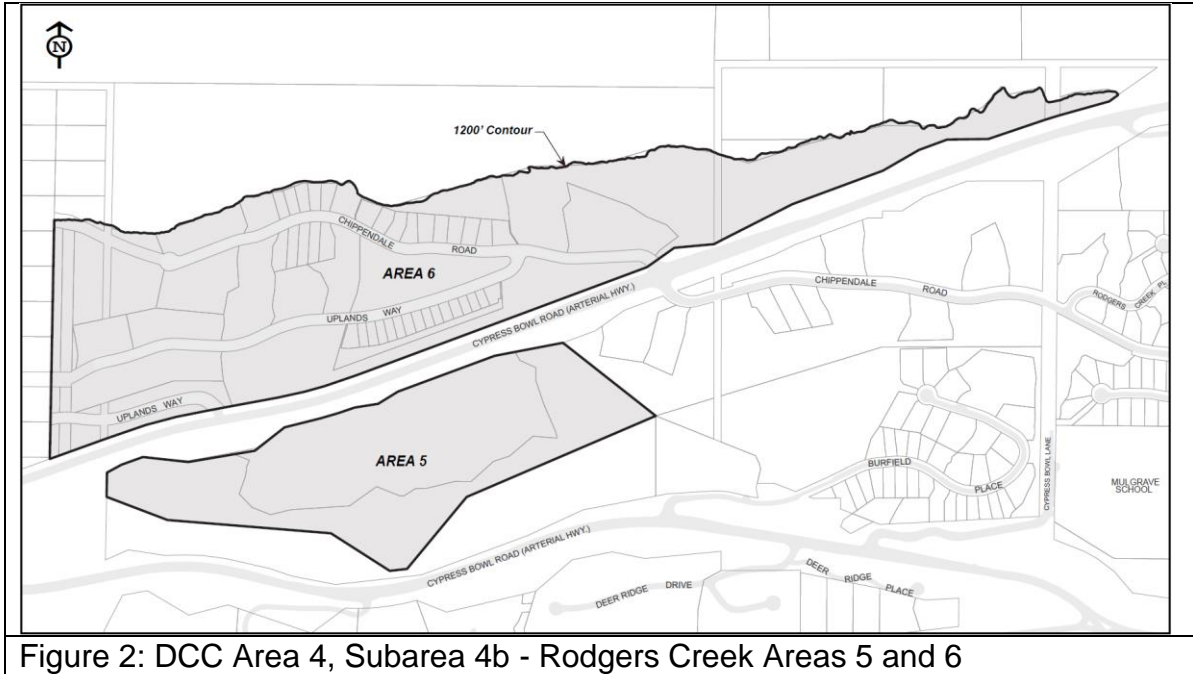


Figure 2: DCC Area 4, Subarea 4b - Rodgers Creek Areas 5 and 6

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

Effective Date:

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

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District of West Vancouver

Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024

A bylaw to authorize expenditures from various Development Cost Charge Reserve Funds for Cypress Village.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for expenditures from various Development Cost Charge Reserve Funds for Cypress Village;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Development Cost Charge Reserve Fund Expenditure Bylaw No. 5211, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Use of Funds

- 3.1 The following expenditures, for the following purposes, from the Parkland, Drainage, Underground Wiring and Water Development Cost Charge Reserve Funds, are hereby authorized:

Towards the acquisition of Eagleridge lands for major park:	
From Parkland Major DCC - Principal	6,335,732
From Parkland Major DCC - Interest	1,164,268
Total	7,500,000
Local park land dedication and improvements in Cypress Village:	
From Parkland Local DCC - Principal	3,000,000

Total	3,000,000
Godman Creek and Turner Creek diversion works:	
From Drainage DCC	1,900,000
Total	1,900,000
Towards underground communications conduit in Cypress Village:	
From Underground Wiring DCC	500,000
Total	500,000
Towards the Queens Main water works to service Cypress Village	
From Water DCC	1,725,000
Total	1,725,000
Total Expenditures from DCC Reserve Funds	14,625,000

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Development Procedures Bylaw No. 4940, 2017,
Amendment Bylaw No. 5210, 2024**

Effective Date:

District of West Vancouver

**Development Procedures Bylaw No. 4940, 2017,
Amendment Bylaw No. 5210, 2024**

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District of West Vancouver

Development Procedures Bylaw No. 4940, 2017, Amendment Bylaw No. 5210, 2024

A bylaw to delegate development permits and development variance permits for development within Cypress Village to the Director of Planning and Development Services.

Previous amendments: Amendment bylaws 5029, 5043, 5073, 5077, 5109, 5127, 5156, 5224, 5232 and 5271.

WHEREAS the Council of the Corporation of the District of West Vancouver deems it expedient to amend the Development Procedures Bylaw to include Development Permits for Cypress Village;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Development Procedures Bylaw No. 4940 2017, Amendment Bylaw No. 5210, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Definitions

Development Procedures Bylaw No. 4940, 2017, Part 4 Definitions is amended by:

- 3.1 Inserting the following new definitions in alphabetical order:

“Cypress Village” means the Cypress Village Area shown on Map 9 in the District’s Official Community Plan.

“Works” includes tree removal, earthworks, or construction of utilities, roads, or other related infrastructure.

3.2 Adding the following text to the definition of “Major Development Permit” in alphabetical order:

- “within Cypress Village, subdivisions where 21 or more lots are to be created, new residential sites where 21 or more dwelling units are proposed, and development that includes Commercial and Employment uses as permitted in certain Sub-Areas in the CV Cypress Village Zone;”

3.3 Adding the following text to the definition of “Minor Development Permit” in alphabetical order:

- “within Cypress Village, subdivisions to create 20 or less lots, new residential sites where 20 or less dwelling units are proposed, and proposals for earthworks, vegetation clearing or tree removal only.”

Part 4 Amends Part 19 “Delegation”

Development Procedures Bylaw No. 4940, 2017, Part 19 Delegation is amended by:

4.1 Replacing “19.22” with “19.23”, in section 19.2.

4.2 Deleting the following row from the table under section 19.2:

Development Permit	Rodgers Creek Area	UL 8.1
--------------------	--------------------	--------

and replacing it with:

Development Permit	Rodgers Creek Area development and Works associated with development within Cypress Village	UL 8.1
--------------------	---	--------

4.3 Inserting the following new row into the table under section 19.2:

Development Permit	Cypress Village development	All Development Permit Areas within Cypress Village
--------------------	-----------------------------	---

4.4 Deleting the following row from the table under section 19.2:

Minor Development Variance Permit	Minor variances to the Zoning Bylaw	S120, 130, 140, 200
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and replacing it with the:

Minor Development Variance Permit	Minor variances to the Zoning bylaw	s. 120, 130, 140, 200, 750
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4.5 Replacing “19.22” with “19.23”, in section 19.3.

4.6 Deleting section 19.12 and replacing with the following:

Rodgers Creek Development Permits

19.12 Development permits in respect of Development Permit UL 8.1 (Rodgers Creek Development Permit Area) may be issued by the Director if the proposed development:

19.12.1 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

19.12.2 complies with Guidelines UL 8.1; and

either

19.12.3 conforms to the Zoning Bylaw; or

19.12.4 Requires variance(s) to the Zoning Bylaw that, in the opinion of the Director, achieves a superior design that protects the natural environment and/or addresses the neighbourhood context and character.

4.7 Inserting the following new sub-section to be numbered 19.14.5, and renumbering any remaining subsections accordingly:

19.14.5 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

4.8 Inserting the following new sub-section to be numbered 19.15.5, and renumbering any remaining subsections accordingly:

19.15.5 is for Works, or for a subdivision necessary to transfer ownership of land to the District or realign parcel boundaries, for the purposes of developing Cypress Village; or

4.9 Deleting 19.21.1 (a) and replacing with the following:

19.21.1 (a) for a single-family site, or within Cypress Village a single family, two family or duplex site, and it only varies provisions of the Zoning Bylaw with respect to the siting, size and dimensions of buildings or structures, or off-street parking requirements; or

4.10 Inserting the following new section to be numbered as 19.23:

Cypress Village Development Permit

19.22 Development permits in respect of Development Permit CV 1, 2, 3 and 4 (Cypress Village Development Permit Areas) may be issued by the Director if the proposed development:

19.22.1 complies with any applicable development permit guidelines;
and

either

19.22.2 conforms to the Zoning Bylaw; or

19.22.3 Requires variance(s) to the Zoning Bylaw that, in the opinion of the Director, achieve a superior proposal that protects the natural environment, protects development from hazardous conditions and/or addresses the neighbourhood context and character.

READ A FIRST TIME on

READ A SECOND TIME on

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ADOPTED by the Council on.

Mayor

Corporate Officer

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District of West Vancouver

**Fees and Charges Bylaw No. 5251, 2023,
Amendment Bylaw No. 5216, 2024**

Effective Date:

Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024

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District of West Vancouver

Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024

A bylaw to provide for fees and charges for permits and other development applications for Cypress Village.

Previous amendments: Amendment bylaw 5278 and 5285.

WHEREAS the Council of the District of West Vancouver deems it expedient to provide for fees and charges for development applications and other District work in Cypress Village;

AND WHEREAS section 194 of the Community Charter authorizes municipalities by bylaw to impose fees in respect of services or for the provision of information;

AND WHEREAS Council deems it necessary and desirable to exercise the authority provided by the Community Charter to cover costs of providing services and information where appropriate;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Fees and Charges Bylaw No. 5251, 2023, Amendment Bylaw No. 5216, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Amends Part 4 Fees and Charges

Fees and Charges Bylaw No. 5251, 2023, is amended by:

3.1 Inserting the following as section 4.3:

“Despite section 4.1 no fees under this bylaw shall apply within the Cypress Village Area, as shown on Map 9 in the District’s Official Community Plan, as long as the owner of the land, or a previous owner, in respect of which the fee would apply is bound, by a written agreement, to pay all of the District’s costs of processing the type of application for which the fee under this bylaw would otherwise apply”.

Part 4 Amends Schedule A

Schedule A to Fees and Charges Bylaw No. 5251, 2023 is amended by:

4.1 Adding development permits for subdivision within the Cypress Village Area to the fee for a “Development Permit under OCP Designation UL8 (The Future Neighbourhoods Area): For subdivision permits” in Schedule A as follows:

Development Permits for subdivisions under OCP Designation UL8 (The Future Neighbourhoods Area) and development permits for subdivisions within the Cypress Village Area	\$14,300.00	plus \$150.00 for each zoning bylaw variance per lot; \$1000.00 refunded if application does not proceed to preparation of permit
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READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Noise Control Bylaw No. 4404, 2005,
Amendment Bylaw No. 5215, 2024**

Effective Date:

Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024

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District of West Vancouver

Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024

A bylaw to regulate construction noise in Cypress Village.

Previous amendments: Amendment bylaws 4500, 4521, 4981 and 5042.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for regulation of construction noise in Cypress Village;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Noise Control Bylaw No. 4404, 2005, Amendment Bylaw No. 5215, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Amends Part 6 “Objectionable Noises or Sounds”

- 3.1 Part 6 of Noise Control Bylaw No. 4404, 2005 is amended by deleting subsection 6.1.2 (a) (iv) and replacing with the following:
- (iv) Deleting 6.1.2 (a) (iv) and replacing with “despite subsections (i) – (iii), in the areas shown outlined in heavy black line on Schedule B, before 0630 hours (6:30 a.m.) or after 1930 hours (7:30 p.m.) on any day.”

Part 4 Schedules

Noise Control Bylaw No. 4404, 2005 is amended by:

- 4.1 Deleting the text “Schedule B – Rodgers Creek Construction Noise Area” on page 8 of the Bylaw, and replacing with: “Schedule B – Rodgers Creek and Cypress Village Construction Noise Areas”
- 4.2 Deleting Schedule B and replacing with the following:

Schedule B – Rodgers Creek and Cypress Village Construction Noise Areas

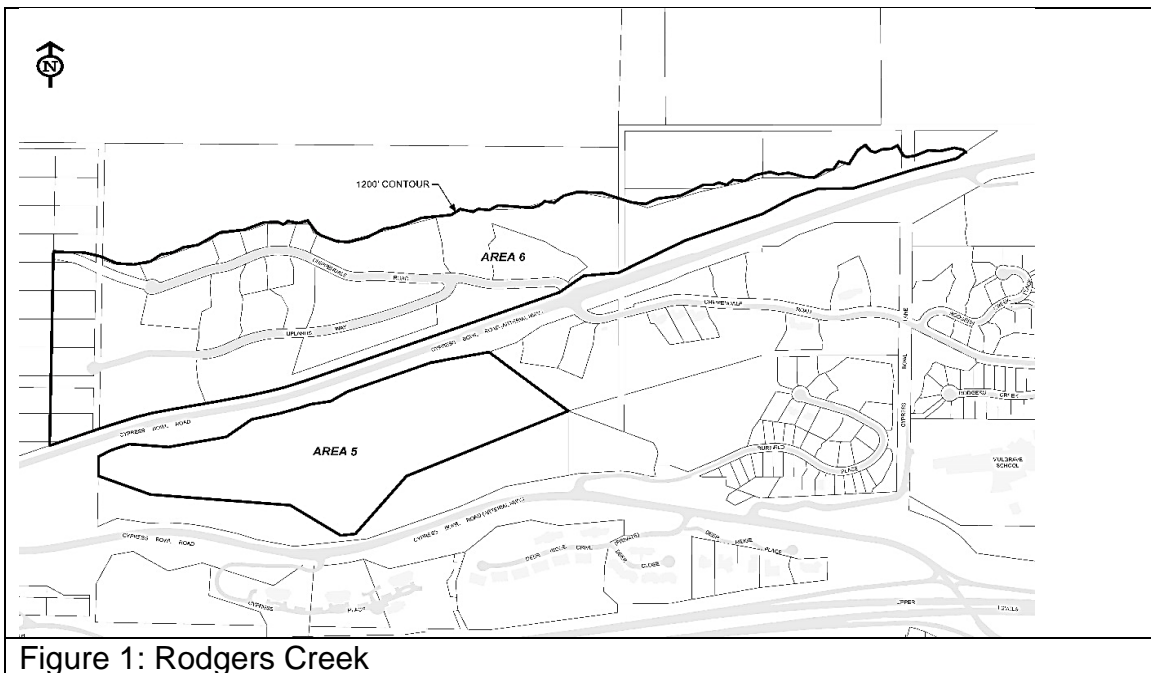


Figure 1: Rodgers Creek

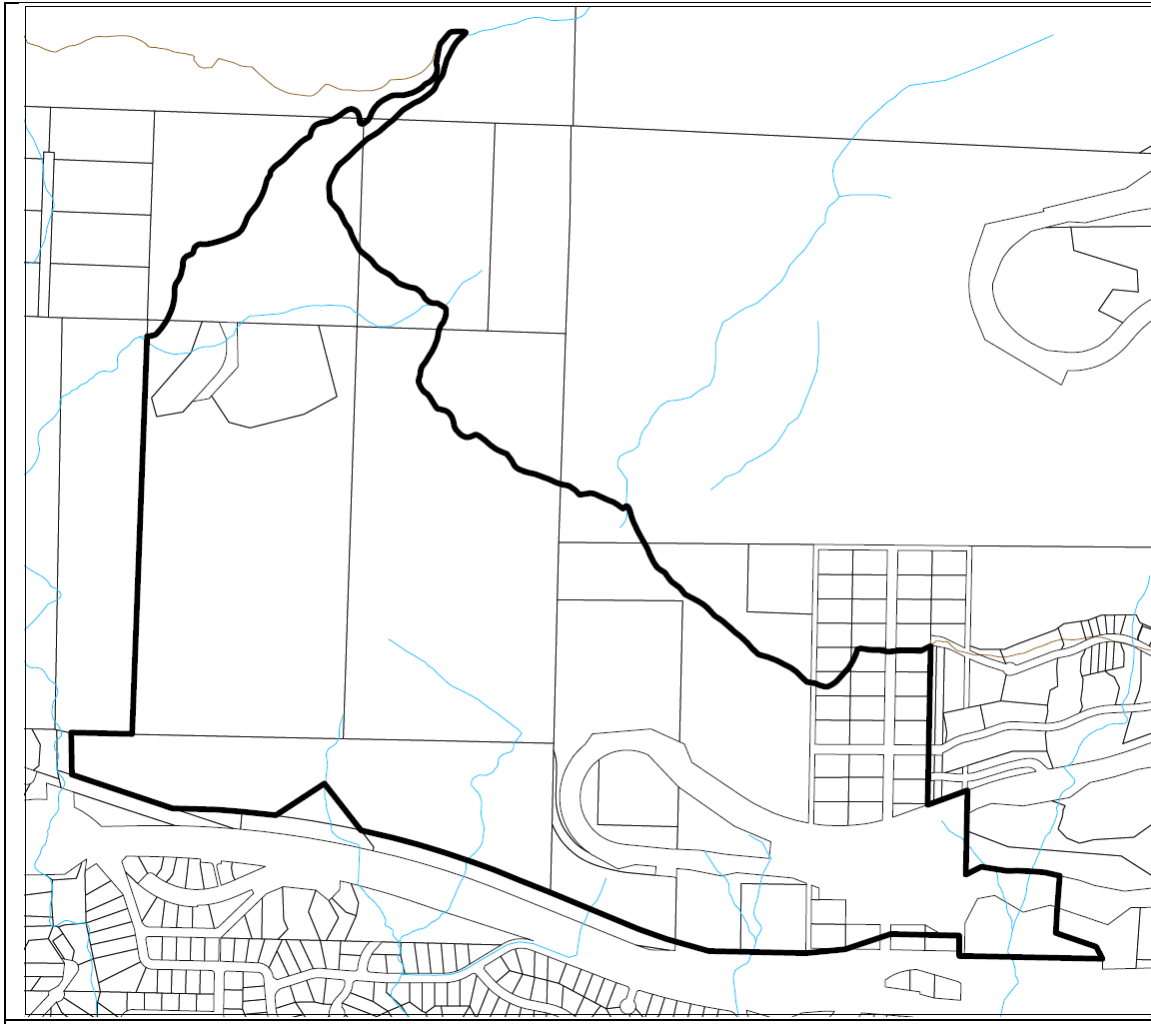


Figure 2: Cypress Village

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Revised Soil Removal, Deposit, Blasting and
Rock Breaking Bylaw No. 5130, 2021,
Amendment Bylaw No. 5214, 2024**

Effective Date:

District of West Vancouver

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024

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District of West Vancouver

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024

A bylaw to regulate soil removal and deposit and rock breaking and processing in
Cypress Village.

Previous amendments: Amendment bylaws 5252.

WHEREAS the Community Charter authorizes Council by bylaw, to regulate, prohibit
and impose requirements in relation to public safety;

WHEREAS the Council of The Corporation of the District of West Vancouver deems
it expedient to provide for the removal and deposit of soil from or on lands within the
Municipality be regulated;

AND WHEREAS the Council of The Corporation of the District of West Vancouver
deems it expedient to regulate the provisions related to rock removal, blasting and
processing.

NOW THEREFORE, the Council of The Corporation of the District of West
Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Revised Soil Removal, Deposit, Blasting and
Rock Breaking Bylaw No. 5130, 2021, Amendment Bylaw No. 5214, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Definitions

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021 is amended by inserting the following definitions in alphabetical order:

“Cypress Village” means the Cypress Village Area shown on Map 9 in the District’s Official Community Plan;

“Development Permit” means a permit issued by the District of West Vancouver in accordance with the Development Procedures Bylaw No. 4940, 2017, as amended from time to time and that has not lapsed in accordance with the *Local Government Act*;

Part 4 Soil and Rock Blasting, Breaking and Processing Permits

Revised Soil Removal, Deposit, Blasting and Rock Breaking Bylaw No. 5130, 2021 is amended by:

4.1 Inserting as section 5.3 the following:

“5.3 Cypress Village

For works within Cypress Village the Director may exempt an Owner from obtaining a Soil Permit, Rock-breaking Permit or Blasting Permit for soil removal or deposit, rock blasting or breaking, if:

- 5.3.1 the correct grade, depth, and extent of proposed works are shown accurately on scaled drawings submitted as part of the application for a Building Permit or Development Permit, and
- 5.3.2 for which a Building Permit or Development Permit has been issued, and
- 5.3.3 the Director has received from the Owner, and accepted, the documentation required under sections 7.2.2, 7.2.3, 7.2.4, 7.2.8, 7.2.9, 7.2.14, and 7.2.15 of this Bylaw if the Owner was applying for a permit under this Bylaw.”

4.2 Deleting section 11.2 and replacing with the following:

“11.2 Rock-breaking or Blasting shall only be done:

11.2.1 When atmospheric or other conditions permit a clear observation at a radius of not less than 100 metres from the place where the blasting is to be carried out; and

11.2.2 On Monday to Friday, not including holidays, and only within the hours permitted under Noise Control Bylaw No. 4404, 2005, as amended from time to time; or

11.2.3 In Cypress Village within the hours permitted under Noise Control Bylaw No. 4404, 2005, as amended from time to time.”

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

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District of West Vancouver

**Sewerage and Drainage Regulation Bylaw
No. 5263, 2023,
Amendment Bylaw No. 5288, 2024**

Effective Date:

District of West Vancouver

**Sewerage and Drainage Regulation Bylaw
No. 5263, 2023,
Amendment Bylaw No. 5288, 2024**

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District of West Vancouver

Sewerage and Drainage Regulation Bylaw No. 5263, 2023, Amendment Bylaw No. 5288, 2024

A bylaw to define security requirements on works and services in the Cypress
Village Area.

WHEREAS the Council of The Corporation of the District of West Vancouver
deems it expedient to provide for works and services security requirements for
the Cypress Village Area;

NOW THEREFORE, the Council of The Corporation of the District of West
Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Sewerage and Drainage Regulation Bylaw No.
5263, 2023, Amendment Bylaw No. 5288, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Amends Part 15 Fees for use of Municipal System

Sewerage and Drainage Regulation Bylaw No. 5263, 2023 is amended by:

- 3.1 Inserting a new 15.1.8: “Despite sections 15.1.1, 15.1.2, 15.1.4, and
15.1.5, no security amount or administration and overhead fee under this
section shall apply within the Cypress Village Area, as shown on Map 9 in
the District’s Official Community Plan, as long as the owner of the land in
respect of which such security amount or administration and overhead fee

would apply is bound by a written agreement under which the owner must provide, or has provided, security or an advance payment to the District to cover the District's costs, including administration costs, for the work."

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer



District of West Vancouver

**Subdivision Control Bylaw No. 1504, 1955,
Amendment Bylaw No. 5212, 2024**

Effective Date:

District of West Vancouver

Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024

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District of West Vancouver

Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024

A bylaw to address subdivision servicing and subdivision applications for the Cypress Village Area.

Previous amendments: Amendment bylaws 1538, 1548, 1815, 1824, 1962, 2005, 2159, 2301, 2360, 2414, 2454, 2488, 2510, 2576, 2602, 2710, 2731, 2737, 2764, 2799, 3488, 3865 and 4668.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to amend the regulations regarding development of lands within the Cypress Village Area;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Subdivision Control Bylaw No. 1504, 1955, Amendment Bylaw No. 5212, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Subdivision Servicing Standards for Cypress Village

Subdivision Control Bylaw No. 1504, 1955, is amended by:

- 3.1 Replacing section 6 with the following:

The Approving Officer shall not approve the subdivision of any parcel of land unless all the relevant requirements of this Bylaw have been

observed, except that for a subdivision of land within the Cypress Village Area as shown on Map 9 of the District's Official Community Plan:

- a. sections 24 and 25 shall not apply;
- b. a requirement or standard in any of sections 36-40, or section 42, shall not apply if the requirement or standard is in relation to a subject matter governed by the terms of a phased development agreement under section 516 of the *Local Government Act*, or a development permit under section 489 of the *Local Government Act*.
- c. the District must not impose a requirement under section 43 as long as the phased development agreement authorized by Bylaw No. 5207, 2024 is in effect (the "PDA") and the Eagleridge Lands have been transferred to the District in accordance with the PDA; and
- d. the amount of any performance bond or other security required under section 46 shall be equal to or less than:
 - i. 130% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class C cost estimate; or
 - ii. 120% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class B cost estimate; or
 - iii. 110% of the estimated value of the works and services required for the subdivision, if the estimated value is based on a Class A cost estimate;

and for this purpose, cost estimates must be prepared in accordance with cost estimate classification definitions as specified in the 2009 "Budget Guidelines for Consulting Engineering Services" publication from the Consulting Engineers of British Columbia and Professional Engineers and Geoscientists of BC, as amended from time to time.

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

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District of West Vancouver

**Waterworks Regulation Bylaw No. 5260,
2023,
Amendment Bylaw No. 5287, 2024**

Effective Date:

District of West Vancouver

**Waterworks Regulation Bylaw No. 5260,
2023,
Amendment Bylaw No. 5287, 2024**

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District of West Vancouver

Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024

A bylaw to define security requirements on works and services in the Cypress Village Area.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for works and services security requirements for the Cypress Village Area;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Waterworks Regulation Bylaw No. 5260, 2023, Amendment Bylaw No. 5287, 2024.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by 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, paragraph, subparagraph, clause or phrase.

Part 3 Amends Part 13 Charges and Fees

Waterworks Regulation Bylaw No. 5263, 2023 is amended by:

- 3.1 Inserting a new section 13.3.7: "Despite sections 13.3.2, 13.3.3, 13.3.5, and 13.3.6, no security amount or administration and overhead fee under this section shall apply within the Cypress Village Area, as shown on Map 9 in the District's Official Community Plan, as long as the owner of the land in respect of which such security amount or administration and overhead fee would apply is bound by a written agreement under which the owner must provide, or has provided, security or an advance payment

to the District to cover the District's costs, including administration costs,
for the work."

READ A FIRST TIME on

READ A SECOND TIME on

READ A THIRD TIME on

ADOPTED by the Council on

Mayor

Corporate Officer

**CYPRESS VILLAGE
LAND AGREEMENT**

THIS AGREEMENT is dated for reference April 16, 2024,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipal corporation pursuant to the *Local Government Act* and having its offices at 750 – 17th Street, West Vancouver, B.C., V7V 3T3

(the “**District**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, a company incorporated under the laws of British Columbia, and having its offices at 1001 – 100 Park Royal, West Vancouver, B.C., V7T 1A2

(“**BPP**”)

WITNESSES that whereas:

- A. Capitalized terms in these recitals have the meanings given to them in Schedule “B”;
- B. The District is the registered owner in fee simple of the District Lots and has ownership and possession of certain unopened portions of roadways comprising the District Closed Roads;
- C. BPP is the registered owner in fee simple of the BPP Lands;
- D. MoTI has ownership and possession of the MoTI Lands; and
- E. For the purposes of facilitating the Cypress Village Development and the various transactions contemplated by the Cypress Village Phased Development Agreement, the District and BPP wish to enter into this Agreement to set out the terms and conditions upon which: (i) the District will transfer the District Lands and pay the BPP Lands Purchase Price to BPP in exchange for the BPP Lands; and (ii) the District will use reasonable efforts to acquire the MoTI Lands from MoTI and, if successful at acquiring the MoTI Lands, the District will then transfer the MoTI Lands to BPP, all as more particularly described in this Agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants set forth herein, the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. In this Agreement capitalized terms have the meanings set out in Schedule “B”.
- 1.2 Headings. The headings used in and the organization of this Agreement are solely for convenience of reference and will not in any way affect, limit, amplify or modify the terms hereof and will not be construed in any way to be part of this Agreement in the interpretation hereof.
- 1.3 Interpretation. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
- (a) words in the plural include the singular and such words will be construed as if the singular had been used; and
 - (b) words importing the use of any gender will include all genders where the context or party referred to so requires, and the rest of the sentence will be construed as if the necessary grammatical and terminological changes had been made.
- 1.4 Non-limiting. The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation”) is used with reference thereto.
- 1.5 Covenants. All the obligations on the part of each of the Parties will be construed and read as if such obligations are covenants notwithstanding that the term covenant is not used.
- 1.6 Governing Law. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws in force in the Province of British Columbia and the laws of Canada applicable therein, which for all purposes will be the proper law of this Agreement.
- 1.7 Schedules. The following are schedules to this Agreement which are incorporated into and form part of this Agreement:
- Schedule “A” – Sketch Plan
 - Schedule “B” – Definitions
 - Schedule “C” – District Lands Permitted Encumbrances
 - Schedule “D” – BPP Lands Permitted Encumbrances
 - Schedule “E” – MoTI Lands Permitted Encumbrances
 - Schedule “F-1” – Sketch Plan (as to SRW Extension for SRW J5409)
 - Schedule “F-2” – Sketch Plan (as to SRW Extension for SRW 490966M)
 - Schedule “G” – District Works Yard Site Covenant
 - Schedule “H” – District Material Transfer Site Licence
 - Schedule “I” – Park Use Covenant

ARTICLE 2
FIRST CLOSING - LAND TRANSFERS NO. 1

- 2.1 Land Transfers No. 1. BPP shall acquire the District Lands from the District and the District shall transfer the District Lands to BPP, free and clear of all liens, charges and encumbrances, save and except for the applicable District Lands Permitted Encumbrances and, in exchange therefor, the District shall acquire the BPP Lands from BPP, free and clear of all liens, charges and

encumbrances, save and except for the BPP Lands Permitted Encumbrances, all on the terms and conditions of this Agreement.

- 2.2 Purchase Price. BPP will pay the District Lands Purchase Price, as adjusted in accordance with Article 12, to the District on the First Closing Date and the District will pay the BPP Lands Purchase Price, as adjusted in accordance with Article 12, to BPP on the First Closing Date.
- 2.3 Values. The District and BPP each acknowledge and agree that as of the First Closing Date, the value of the District Lands is Eight Million, Five Hundred Thousand Dollars (\$8,500,000) and the value of the BPP Lands is Sixteen Million Dollars (\$16,000,000), which is equivalent to the value of the District Lands, plus the BPP Lands Purchase Price.
- 2.4 First Closing. The First Closing will occur on the First Closing Date, or such other date as may be agreed to in writing by the District and BPP, and the place of closing will be the offices of BPP's Lawyers, as set out in Section 15.12.
- 2.5 Possession. Immediately upon the First Closing occurring on the First Closing Date:
- (a) BPP will have vacant possession of the District Lands free from all tenancies, judgments, liens, claims, charges, encumbrances and legal notations other than the applicable District Lands Permitted Encumbrances and without limiting the generality of the foregoing, the District will, at its sole cost, remove or cause to be removed from the District Lands all operational material, equipment, machinery other chattels; and
 - (b) the District will have vacant possession of the BPP Lands, free from all tenancies, judgments, liens, claims, charges, encumbrances and legal notations other than the applicable BPP Lands Permitted Encumbrances and without limiting the generality of the foregoing, BPP will, at its sole cost, remove or cause to be removed from the BPP Lands all operational material, equipment, machinery other chattels.
- 2.6 Taxes, Costs and Adjustments. Taxes, costs and adjustments will be dealt with in accordance with Article 12.
- 2.7 Risk. The District Lands will be at the District's risk until the First Closing occurring on the First Closing Date and thereafter at BPP's risk. The BPP Lands will be at BPP's risk until the First Closing occurring on the First Closing Date and thereafter at the District's risk.

ARTICLE 3 FIRST CLOSING - CONDITIONS PRECEDENT

- 3.1 District Conditions Precedent. The obligation of the District to complete Land Transfers No. 1 is subject to the following conditions (the "**First Closing – District Conditions Precedent**") being satisfied or waived:
- (a) BPP will have executed the SRW Extension Agreements in registerable form; and
 - (b) BPP will have executed the District Material Transfer Site Licence.

Each condition precedent set forth in Section 3.1 is for the sole benefit of, and may be unilaterally waived by the District, at the District's election. If the First Closing – District Conditions Precedent are not declared satisfied or waived by written notice from the District to BPP on or

before 5:00 PM (Vancouver time) on the date of Final Adoption of the Cypress Village Bylaws, this Agreement will terminate without any further obligation of the Parties, except as expressly set out herein.

3.2 BPP Conditions Precedent. The obligation of BPP to complete Land Transfers No. 1 is subject to the following conditions (the “**First Closing – BPP Conditions Precedent**”) being satisfied or waived:

- (a) The District will have executed the District Works Yard Site Covenant in registrable form;
- (b) The District will have executed the Park Use Covenant in registrable form;
- (c) Council will, in its sole discretion, have Finally Adopted the Cypress Village Bylaws and BPP and the District will have entered into the Cypress Village Phased Development Agreement.

Each condition precedent set forth in Section 3.2 is for the sole benefit of, and may be unilaterally waived by BPP, at BPP’s election. If the First Closing – BPP Conditions Precedent in Sections 3.2(a) and (b) are not declared satisfied or waived by written notice from BPP to the District on or before 5:00 PM (Vancouver time) on the date of Final Adoption of the Cypress Village Bylaws, this Agreement will terminate without any further obligation of the Parties, except as expressly set out herein. If the First Closing – BPP Conditions Precedent in Section 3.2(c) is not declared satisfied or waived by written notice from BPP to the District on or before 5:00 PM (Vancouver time) by November 1, 2024, or such other date as the Parties may mutually agree in writing, this Agreement will terminate without any further obligation of the Parties, except as expressly set out herein.

3.3 Mutual Conditions Precedent. The obligations of BPP and the District to complete Land Transfers No. 1 are subject to the following mutual conditions (the “**First Closing - Mutual Conditions Precedent**”) being satisfied:

- (a) Council will, in its sole discretion, have Finally Adopted the Road Closure Bylaws;
- (b) BPP will have, at its own expense, obtained the approval of the Approving Officer for the District Subdivision, and obtained copies of the District Subdivision Plan Applications signed by all persons who are required to sign the District Subdivision Applications for the purposes of creating the District Subdivided Lots;

If the First Closing - Mutual Conditions Precedent are not satisfied on or before 5:00 PM (Vancouver time) within 60 days of Final Adoption of the Cypress Village Bylaws, this Agreement will terminate without any further obligation of the Parties, except as set out herein.

3.4 Non-Refundable Monies. The District and BPP acknowledge that they have each paid to the other the sum of \$10 representing non-refundable monies exchanged between the Parties in consideration of the Parties allowing each other the benefit of the conditions precedent in Sections 3.1, 3.2, and 3.3 and agreeing that each Party’s execution and delivery of this Agreement are irrevocable prior to the dates herein respectively limited for satisfaction of the conditions precedent in Sections 3.1, 3.2, and 3.3.

ARTICLE 4
FIRST CLOSING – PREPARATION AND EXCHANGE OF CLOSING DOCUMENTS

4.1 Transfer of Title and Possession. On the First Closing Date:

- (a) The District will:
 - (i) convey the estate in fee simple of the District Lands free and clear of all liens, charges, and encumbrances except for the applicable District Lands Permitted Encumbrances;
 - (ii) give vacant possession of the District Lands to BPP, subject only to the applicable District Lands Permitted Encumbrances; and
- (b) BPP will:
 - (i) convey the estate in fee simple of the BPP Lands, free and clear of all liens, charges, and encumbrances except for the BPP Lands Permitted Encumbrances; and
 - (ii) give vacant possession of the BPP Lands, subject only to the BPP Lands Permitted Encumbrances.

4.2 Delivery of Closing Documents. At least ten (10) Business Days before the First Closing Date, BPP will cause BPP's Lawyers to:

- (a) deliver to the District's Lawyers for execution as applicable:
 - (i) the District Subdivision Plans and the District Subdivision Plans Applications, together with any ancillary documents required by the Approving Officer in connection with the approval of the District Subdivision Plans;
 - (ii) one or more registrable Form A Freehold Transfers of the District Lands;
 - (iii) a Statement of Adjustments prepared in accordance with Article 12;
 - (iv) a statutory declaration that the District is not a non-resident within the meaning of the *Income Tax Act* (Canada);
 - (v) a GST Certificate;
 - (vi) the SRW Extension Agreements;
 - (vii) the District Material Transfer Site Licence;
 - (viii) the District Works Yard Covenant;
 - (ix) the Park Use Covenant;
 - (x) a certificate of the District confirming that on the First Closing Date that each of the warranties and representations of the District set out herein is true and

accurate on the First Closing Date, except as disclosed therein and that the District has observed and performed its covenants hereunder; and

- (xi) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of BPP's Lawyers for more perfectly and absolutely completing the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement; and
- (b) deliver to BPP the following for execution as applicable:
- (i) one or more registrable Form A Freehold Transfers of the BPP Lands;
 - (ii) one or more Property Transfer Tax forms (together with applicable payment) in respect of the District Lands;
 - (iii) one or more Landowner Transparency Registry (LOTR) Forms;
 - (iv) a Statement of Adjustments prepared in accordance with Article 12;
 - (v) a statutory declaration that BPP is not a non-resident within the meaning of the *Income Tax Act* (Canada);
 - (vi) a GST Certificate;
 - (vii) the SRW Extension Agreements;
 - (viii) the District Material Transfer Site Licence;
 - (ix) the District Works Yard Covenant;
 - (x) the Park Use Covenant;
 - (xi) a certificate of BPP confirming that on the First Closing Date that each of the warranties and representations of BPP set out herein is true and accurate on the First Closing Date, except as disclosed therein and that BPP has observed and performed its covenants hereunder; and
 - (xii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of BPP's Lawyers for more perfectly and absolutely completing the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement.

4.3 Return of Closing Documents. On or before the First Closing Date:

- (a) the District will cause the District's Lawyers to deliver to BPP's Lawyers:
 - (i) the District Subdivision Plans and fully executed District Subdivision Plans Applications, together with any ancillary documents required by the Approving Officer in connection with the approval of the District Subdivision Plans;
 - (ii) two certified copies of the Road Closure Bylaws;

- (iii) the Form 17 Applications to raise title to the District Closed Roads, to accompany the Road Closure Bylaws;
 - (iv) the Form 17 Applications to partially cancel the Province's right of resumption in respect of the District Closed Roads;
 - (v) the Form A Transfers of the District Lands, the SRW Extension Agreements, the District Material Transfer Site Licence, the District Works Yard Covenant, the Park Use Covenant, the GST certificate, and the other documents, certificates and assurances referred to in Section 4.2(a), each duly executed and in registrable form, as applicable, on behalf of the District, on undertakings satisfactory to BPP's solicitors, acting reasonably; and
- (b) BPP will deliver to BPP Lawyers the Form A Transfers for the BPP Lands, the SRW Extension Agreements, the District Material Transfer Site Licence, the District Works Yard Covenant, the Park Use Covenant, a GST certificate, and the other documents, certificates and assurances referred to in Section 4.2(b), each duly executed and in registrable form, as applicable, on behalf of BPP.

ARTICLE 5
FIRST CLOSING - CLOSING PROCEDURE

5.1 Payment in Trust. On or before the First Closing Date:

- (a) BPP will pay to BPP's Lawyers, in trust, the District Lands Purchase Price, as adjusted pursuant to Article 12; and
- (b) the District will pay to the District's Lawyers, in trust, the BPP Lands Purchase Price, as adjusted pursuant to Article 12.

5.2 Registration. On the First Closing Date, if all documents and funds have been executed and delivered as provided in Article 4 and Section 5.1 of this Agreement, then:

- (a) BPP shall cause BPP's Lawyers to submit for registration in the Land Title Office:
 - (i) the District Subdivision Plan Applications;
 - (ii) the surveyor's certificate and District Subdivision Plans;
 - (iii) the certified Road Closure Bylaws, together with the applicable declarations;
 - (iv) the surveyor's certificates and Road Closure Plans;
 - (v) the Form 17 Applications to raise title to the roadways within the District Closed Roads and to cancel the Province's right of resumption in respect of the District Closed Roads;
 - (vi) the Form A Transfers of the District Lands;
 - (vii) the PTT form(s) in respect of the District Lands;

- (viii) the Form A Transfers of the BPP Lands;
- (ix) the PTT form(s) in respect of the BPP Lands;
- (x) the SRW Extension Agreements;
- (xi) the District Works Yard Covenant;
- (xii) the Park Use Covenant; and
- (xiii) if applicable, statutory rights of way in favour of the District and any third-party utility providers, each in form and content acceptable to the third-party utility providers charging the District Closed Roads to secure existing utility or distribution infrastructure located in the District Closed Roads,

(collectively, the “**First Closing LTO Documents**”); and

- (b) upon BPP’s Lawyers and the District’s Lawyers each being satisfied after deposit of the First Closing LTO Documents for registration in the Land Title Office that, in the normal course of Land Title Office routine, the BPP Lands will be transferred to the District, subject only to the BPP Lands Permitted Encumbrances and BPP will be the registered owner in fee simple of the District Lands, subject only to the applicable District Lands Permitted Encumbrances, then BPP will cause BPP’s Lawyers to deliver to the District’s Lawyers the amount payable under Section 5.1(a), if any, by wire transfer, in trust, and the District will cause the District’s Lawyers to deliver to BPP’s Lawyers the amount payable under Section 5.1(b), by wire transfer, in trust.

5.3 Concurrent Requirements. The Parties agree that all of the matters of payment and delivery of documents and plans by each Party to the other and registration of all appropriate documents and plans in the Land Title Office pursuant to the terms of this Agreement are concurrent requirements and that nothing will be considered complete on the First Closing Date until everything has been paid, delivered and registered.

ARTICLE 6

ACQUISITION OF MOTI LANDS

6.1 District Acquisition of MoTI Lands. The District covenants and agrees with BPP that the District will:

- (a) within 30 days of the later of entering into this Agreement and the District receiving from BPP and approving a draft reference plan and preliminary design showing the preliminary location and alignment of the Westmount Connector Road:
 - (i) make a formal written application to MoTI for the acquisition of the MoTI Lands (the “**MoTI Application**”), which MoTI Application will include the draft reference plan showing the preliminary location and alignment of the Westmount Connector Road; and
 - (ii) provide a copy of the MoTI Application to BPP;

- (b) use reasonable commercial efforts to follow up with MoTI to receive a response from MoTI in respect of the MoTI Application; and
- (c) if MoTI is agreeable to the transfer of the MoTI Lands to the District, immediately commence good faith negotiations with MoTI for the District's acquisition of the MoTI Lands and use reasonable commercial efforts to settle the terms of the MoTI Agreement with MoTI in a timely manner.

ARTICLE 7
SECOND CLOSING - LAND TRANSFER NO. 2

- 7.1 Land Transfer No. 2. If the District has been successful at acquiring the MoTI Lands and if BPP has approved the MoTI Lands Purchase Price pursuant to Section 8.1(a) BPP shall purchase the MoTI Lands from the District and the District shall sell the MoTI Lands to BPP, free and clear of all liens, charges and encumbrances, save and except for the MoTI Lands Permitted Encumbrances, all on the terms and conditions of this Agreement.
- 7.2 Purchase Price. BPP will pay the MoTI Lands Acquisition Payment to the District on the Second Closing Date.
- 7.3 Second Closing. The Second Closing will occur on the Second Closing Date, or such other date as may be agreed to in writing by the District and BPP, and the place of closing will be the offices of BPP's Lawyers, as set out in Section 15.12.
- 7.4 Possession. Immediately upon the Second Closing occurring on the Second Closing Date, BPP will have vacant possession of the MoTI Lands free from all tenancies, judgments, liens, claims, charges, encumbrances and legal notations other than the applicable MoTI Lands Permitted Encumbrances and without limiting the generality of the foregoing, the District will, at its sole cost, remove or cause to be removed from the MoTI Lands all operational material, equipment, machinery other chattels.
- 7.5 Taxes, Costs and Adjustments. Taxes, costs and adjustments will be dealt with in accordance with Article 12.
- 7.6 Risk. If the MoTI Lands are acquired by the District, the MoTI Lands will be at the District's risk from the date of acquisition from MoTI until the Second Closing occurring on the Second Closing Date and thereafter at BPP's risk.

ARTICLE 8
SECOND CLOSING - CONDITIONS PRECEDENT

- 8.1 Mutual Conditions Precedent. The obligations of BPP and the District to complete the transactions contemplated by Article 6 of this Agreement are subject to the following mutual conditions (the "**Second Closing – Mutual Conditions Precedent**") being satisfied or waived on or before that date that is six (6) years after the date the Parties enter into this Agreement:
 - (a) BPP will have approved the MoTI Lands Purchase Price, it being acknowledged and agreed by the Parties that if the amount of the MoTI Lands Purchase Price is greater than that the MoTI Lands Acquisition Payment, BPP may, in its sole and absolute discretion decide whether to proceed with the acquisition of the MoTI Lands. If BPP decides to not

proceed with the acquisition of the MoTI Lands then the District in its sole discretion may decide whether to acquire the MoTI Lands and, in this case, if the District acquires the MoTI Lands, it will have no obligation to sell or otherwise transfer the MoTI Lands to BPP;

- (b) the District will have acquired fee simple title to the MoTI Lands, subject only to the MoTI Permitted Encumbrances; and
- (c) the District will have successfully completed all statutory public notice requirements with respect to the disposition of the MoTI Lands to BPP.

If the Mutual Conditions Precedent set out in subsections (a), (b), and (c) of this Section 8.1 are not declared satisfied or waived by the Parties on or before 5:00 PM (Vancouver time) on the date that is six (6) years after the date the Parties enter into this Agreement, the parties respective obligations with respect to the Second Closing will be at an end without any further obligation of the Parties, except as set out herein.

- 8.2 Non-Refundable Monies. The District and BPP acknowledge that they have each paid to the other the sum of \$10 representing non-refundable monies exchanged between the Parties in consideration of the Parties allowing each other the benefit of the Second Closing - Mutual Conditions Precedent set out in Section 8.1 and agreeing that each Party's execution and delivery of this Agreement are irrevocable prior to the dates herein respectively limited for satisfaction of such Second Closing - Mutual Conditions Precedent.

ARTICLE 9

SECOND CLOSING – PREPARATION AND EXCHANGE OF CLOSING DOCUMENTS

- 9.1 Transfer of Title and Possession. On the Second Closing Date the District will:
- (a) raise title to and convey the estate in fee simple of MoTI Lands free and clear of all liens, charges, and encumbrances except for the applicable MoTI Lands Permitted Encumbrances; and
 - (b) give vacant possession of the MoTI Lands to BPP, subject only to the applicable MoTI Lands Permitted Encumbrances.
- 9.2 Delivery of Closing Documents. At least ten (10) Business Days before the Second Closing Date, BPP will cause BPP's Lawyers to:
- (a) deliver to the District's Lawyers:
 - (i) one or more registrable Form A Freehold Transfers of the MoTI Lands;
 - (ii) a Statement of Adjustments prepared in accordance with Article 4;
 - (iii) a statutory declaration that the District is not a non-resident within the meaning of the *Income Tax Act* (Canada);
 - (iv) a GST Certificate;

- (v) a certificate of the District confirming that on the Second Closing Date that each of the warranties and representations of the District set out herein is true and accurate on the Second Closing Date, except as disclosed therein and that the District has observed and performed its covenants hereunder; and
 - (vi) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of BPP's Lawyers for more perfectly and absolutely completing the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement; and
- (b) deliver to BPP the following:
- (i) one or more Property Transfer Tax forms in respect of the MoTI Lands;
 - (ii) one or more Landowner Transparency Registry (LOTR) Forms;
 - (iii) a Statement of Adjustments prepared in accordance with Article 4;
 - (iv) a statutory declaration that the District is not a non-resident within the meaning of the *Income Tax Act* (Canada);
 - (v) a GST Certificate;
 - (vi) a certificate of BPP confirming that on the Second Closing Date that each of the warranties and representations of BPP set out herein is true and accurate on the Second Closing Date, except as disclosed therein and that BPP has observed and performed its covenants hereunder; and
 - (vii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of BPP's Lawyers for more perfectly and absolutely completing the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement.

9.3 Return of Closing Documents. On or before the Second Closing Date:

- (a) the District will cause the District's Lawyers to deliver to BPP Lawyers:
 - (i) the Form A Transfers of the MoTI Lands, a GST certificate, and the other documents, certificates and assurances referred to in Section 9.2(a), each duly executed and in registrable form, as applicable, on behalf of the District, on undertakings satisfactory to BPP's solicitors, acting reasonably; and
- (b) BPP will deliver to BPP Lawyers a GST certificate, and the other documents, certificates and assurances referred to in Section 9.2(b), each duly executed and in registrable form, as applicable, on behalf of BPP.

ARTICLE 10
SECOND CLOSING - CLOSING PROCEDURE

10.1 Payment in Trust. On or before the Second Closing Date, BPP will pay to BPP's Lawyers, in trust, the MoTI Lands Acquisition Payment, as adjusted pursuant to Article 12.

- 10.2 Registration. On the Second Closing Date, if all documents and funds have been executed and delivered as provided in Article 9 and Section 10.1 of this Agreement, then:
- (a) BPP shall cause BPP's Lawyers to submit for registration in the Land Title Office:
 - (i) the Form A Transfers of the MoTI Lands;
 - (ii) the PTT form(s) in respect of MoTI Lands, and(collectively, the "**Second Closing LTO Documents**"); and
 - (b) upon BPP's Lawyers being satisfied after deposit of the Second Closing LTO Documents for registration in the Land Title Office that, in the normal course of Land Title Office routine, BPP will be the registered owner in fee simple of the MoTI Lands, subject only to the applicable MoTI Lands Permitted Encumbrances, then BPP will cause BPP's Lawyers to deliver to the District's Lawyers the amount payable under Section 10.1 by wire transfer, in trust.
- 10.3 Concurrent Requirements. The Parties agree that all of the matters of payment and delivery of documents and plans by each Party to the other and registration of all appropriate documents and plans in the Land Title Office pursuant to the terms of this Agreement are concurrent requirements and that nothing will be considered complete on the Second Closing Date until everything has been paid, delivered and registered.

ARTICLE 11
BC HYDRO AGREEMENT

- 11.1 District Acquisition of BC Hydro Agreement:
- (a) The District covenants and agrees with BPP that the District will:
 - (i) within 30 days of the later of entering into this Agreement and the District receiving from BPP and approving a draft reference plan and preliminary design showing the preliminary location and alignment of the Westmount Connector Road commence negotiations with BC Hydro to acquire tenure over the BC Hydro Lands pursuant to the BC Hydro Agreement;
 - (ii) use reasonable commercial efforts to follow up with BC Hydro and to commence good faith negotiations with BC Hydro in respect of the BC Hydro Agreement;
 - (iii) if BC Hydro is agreeable to granting tenure to the District over the BC Hydro Lands pursuant to the BC Hydro Agreement, use reasonable commercial efforts to settle the terms of the BC Hydro Agreement; and
 - (iv) upon settling the terms of the BC Hydro Agreement as contemplated in subsection (iii) above, submit the BC Hydro Agreement for registration in the Land Title Office.
 - (b) The District's obligations in Section 11.1(a) above with respect to the BC Hydro Agreement will terminate without any further obligation of the District if the District and BC Hydro have not entered into the BC Hydro Agreement by the expiry or termination of the Cypress Village Phased Development Agreement.

- (c) BPP will reimburse the District for all costs incurred by the District in registering the BC Hydro Agreement in the Land Title Office. BPP will not be required to pay to the District any compensation for the District's acquisition of the BC Hydro Agreement or for any costs imposed by BC Hydro in connection with any related relocation or removal of existing rights of way within the BC Hydro Lands.

ARTICLE 12
TAXES, COSTS AND ADJUSTMENTS

- 12.1 District Taxes and Costs. The District will be responsible for the Property Transfer Tax, the GST and all other taxes and charges payable upon the transfer of the BPP Lands to the District.
- 12.2 District GST. The District is registered for GST purposes (registration number 12145 3963 RT0001) and it will, in accordance with the *Excise Tax Act* (Canada), account to the Receiver General (Canada) for the GST payable, if any, upon the transfer of the BPP Lands to the District.
- 12.3 BPP Taxes and Costs. BPP will be responsible for:
- (a) the Property Transfer Tax, the GST and all other taxes and charges payable upon the transfer of the District Lands to BPP, including legal, conveyancing, surveying, advertising and land title registration costs;
 - (b) all legal, conveyancing, surveying, advertising and land title registration costs associated with the transfer of the BPP Lands to the District;
 - (c) the Property Transfer Tax, the GST and all other taxes and charges payable upon the transfer of the MoTI Lands to BPP, including legal, conveyancing, surveying, advertising and land title registration costs;
 - (d) all costs relating to the subdivision of the District Parent Parcels and the preparation and registration of the District Subdivision Plans, including legal, surveying and land title registration costs; and
 - (e) all costs relating to raising title to the District Closed Roads and the preparation and registration of the Road Closure Plans, including legal, surveying, advertising and land title registration costs.
- 12.4 BPP GST. BPP is registered for GST purposes (registration number 13581 8342 RT0001) and it will, in accordance with the *Excise Tax Act* (Canada), account to the Receiver General (Canada) for the GST payable, if any, upon the transfer of the District Lands and the MoTI Lands to BPP.
- 12.5 Adjustments. All adjustments both incoming and outgoing normally the subject of adjustments in transactions of this type shall be made as of the First Closing Date in respect of the First Closing and the payment due pursuant to Section 2.2 will be adjusted accordingly. The parties acknowledge and agree that there will be no adjustments in respect of the transfer of the MoTI Lands to BPP and that BPP's payment of the MoTI Lands Acquisition Payment pursuant to Section 7.2 will be the full and final amount of compensation payable to the District in respect of the MoTI Lands.
- 12.6 Post-Closing Adjustments. If any item subject to adjustment cannot be determined on or before the First Closing Date or the Second Closing Date, as the case may be, an estimate shall be made

jointly by the District and BPP, acting reasonably for the purposes of the First Closing or the Second Closing, as applicable, and a final adjustment shall be made when the particular item can be determined. All claims for readjustments must be made within a twelve (12) month period following the First Closing Date or the Second Closing Date, as applicable, and after the expiry of such twelve-month period, the adjustments made by the parties shall be final and binding.

- 12.7 Survival. The provisions of this Article 12 shall not merge on the First Closing or Second Closing but shall survive for a period of twelve months from the Second Closing Date.

ARTICLE 13

COVENANTS AND REPRESENTATIONS AND WARRANTIES

- 13.1 District's Covenants. The District covenants and agrees that it will:

- (a) cause the District Lands to be maintained and repaired prior to the First Closing Date;
- (b) provide BPP with access to the District Lands in accordance with Section 15.3(a);
- (c) maintain in force insurance covering loss or damage to the District Lands and covering public liability until the First Closing Date, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the District Lands;
- (d) not later than sixty (60) days after the First Closing Date, bring forward the Park Dedication Bylaw to Council for consideration for Final Adoption.
- (e) if the District and MoTI enter into the MoTI Agreement in accordance with Section 6.1, use reasonable commercial efforts to complete the transactions contemplated in the MoTI Agreement in accordance with the terms and conditions of the MoTI Agreement;
- (f) if the MoTI Lands are acquired by the District pursuant to the MoTI Agreement, cause the MoTI Lands to be maintained and repaired prior to the Second Closing Date;
- (g) upon acquiring the MoTI Lands, maintain in force insurance covering loss or damage to the MoTI Lands and covering public liability until the Second Closing Date, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the MoTI Lands; and
- (h) generally use reasonable commercial efforts to achieve satisfaction of the conditions precedent under this Agreement that are the responsibility of the District or dependent on the submissions or contributions of the District, including satisfaction of all requirements relating to approval of the District Subdivision Plans, raising title to the District Closed Roads, the acquisition of the MoTI Lands, securing the BC Hydro Agreement, and all requirements relating to the adoption of the Cypress Village Bylaws.

- 13.2 BPP's Covenants. BPP covenants and agrees that it will:

- (a) cause the BPP Lands to be maintained and repaired prior to the First Closing Date;
- (b) provide the District with access to the BPP Lands in accordance with Section 15.3(b);

- (c) maintain in force insurance covering loss or damage to the BPP Lands and covering public liability until the First Closing Date, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the BPP Lands;
- (d) generally use reasonable commercial efforts to achieve satisfaction of the conditions precedent under this Agreement that are the responsibility of BPP or dependent on the submissions or contributions of BPP.

13.3 District Representations and Warranties. Regardless of any independent investigation that BPP has made or may cause to be made, the District represents and warrants to BPP, as representations and warranties that are true as at the date hereof, and will be true at the time of the First Closing and the Second Closing, as applicable, and acknowledges that BPP has relied thereon in entering into this Agreement and concluding the transactions contemplated herein, that:

- (a) the District is the registered and beneficial owner of the District Lots and has good and marketable title to the District Lots, free and clear of all liens, claims, charges, encumbrances and legal notations other than the District Lands Permitted Encumbrances;
- (b) the District is a local government under the laws of British Columbia;
- (c) all necessary corporate action on the part of the District has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;
- (d) the District is not a “non-resident” of Canada for the purposes of the *Income Tax Act* (Canada);
- (e) the District has received no notice of any expropriation of the District Lands or any part thereof;
- (f) to the best of the District’s knowledge, the District is not in default in respect of any material obligations arising out of any of the District Lands Permitted Encumbrances;
- (g) the District has no present or future obligation to construct or provide, or to pay any amount to any government body or any other person in connection with off-site services, utilities or similar services in connection with the District Lands;
- (h) all accounts for work done or materials furnished upon or in respect of District Lands have been fully paid by the First Closing Date and no one will be entitled on First Closing Date to claim a lien under applicable construction lien legislation for work performed by or on behalf of the District;
- (i) as at the time of First Closing Date, the District will not have any indebtedness to any person, business or government authority which by the operation of law or otherwise then constitutes a lien, charge or encumbrance on the District Lands or which could affect the right of BPP to own, occupy and obtain revenue from the District Lands, except for the applicable District Lands Permitted Encumbrances;
- (j) there is no action or proceeding pending, or to the District’s knowledge threatened, against the District before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to the District, might materially affect the

District's ability to perform the District's obligations hereunder and no state of facts exists which could constitute the basis of any such action, claim, litigation or proceeding;

- (k) there are no actions, proceedings, investigations, inquiries, arbitrations, administrative or other proceedings in progress, pending or, to the District's knowledge, threatened that would interfere with the use and enjoyment of the District Lands by BPP, the ability of the District to comply with its obligations hereunder, or which relate to, in any way, the presence of Contaminants in, on, under or migrating to or from the District Lands, and to the District's knowledge, no state of facts exists which could constitute the basis therefor;
- (l) other than as identified in the Phase I Environmental Site Assessment Cypress Bowl Road and Uplands Way, West Vancouver, BC report prepared by Ausenco Sustainability Inc. dated June 28, 2023 ("Phase I ESA") (copies of which the Parties acknowledge having received and reviewed prior to entering into this Agreement), to the best of the District's knowledge without making any further enquiries or investigations (except as required under Section 14.3), the District Lands: (i) comply with all applicable Environmental Laws; (ii) are free from Contaminants; (iii) do not contain any storage tanks; and (iv) have not been used for the storage, manufacture, disposal, treatment, generation, transport or release into the environment, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminants;
- (m) all municipal taxes, local improvement taxes, rates, levies and assessments whatsoever due and owing with respect to the District Lands for the current calendar year and all preceding calendar years have been, or will on the First Closing Date be paid in full and, except as disclosed to BPP in writing, no appeals of assessments of such taxes have been made by the District and are outstanding;
- (n) there are no encroachments in or upon the District Lands, other than as set out in the District Lands Permitted Encumbrances.

13.4 BPP's Covenants and Representations and Warranties. Regardless of any independent investigation that the District has made or may cause to be made, BPP represents and warrants to the District, as representations and warranties that are true as at the date hereof, and will be true at the time of the First Closing, and acknowledges that the District has relied thereon in entering into this Agreement and concluding the transactions contemplated herein, that:

- (a) BPP is the registered and beneficial owner of the BPP Lands and has good and marketable title to the BPP Lands, free and clear of all liens, claims, charges, encumbrances and legal notations other than the BPP Lands Permitted Encumbrances;
- (b) BPP is a company duly formed and validly existing under the laws of British Columbia and BPP has the full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;
- (c) all necessary corporate action on the part of BPP has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;
- (d) BPP is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada);

- (e) BPP has received no notice of any expropriation of the BPP Lands or any part thereof;
- (f) to the best of the BPP's knowledge, BPP is not in default in respect of any material obligations arising out of any of the BPP Lands Permitted Encumbrances;
- (g) BPP has no present or future obligation to construct or provide, or to pay any amount to any government body or any other person in connection with off-site services, utilities or similar services in connection with the BPP Lands;
- (h) all accounts for work done or materials furnished upon or in respect of the BPP Lands have been fully paid by the First Closing Date and no one will be entitled on the First Closing Date to claim a lien under applicable construction lien legislation for work performed by or on behalf of BPP;
- (i) as at the time of the First Closing Date, BPP will not have any indebtedness to any person, business or government authority which by the operation of law or otherwise then constitutes a lien, charge or encumbrance on the BPP Lands or which could affect the right of the District to own and occupy the BPP Lands, except for the BPP Lands Permitted Encumbrances;
- (j) there is no action or proceeding pending, or to BPP's knowledge threatened, against BPP before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to BPP, might materially affect BPP's ability to perform the BPP's obligations hereunder and no state of facts exists which could constitute the basis of any such action, claim, litigation or proceeding;
- (k) there are no actions, proceedings, investigations, inquiries, arbitrations, administrative or other proceedings in progress, pending or, to BPP's knowledge, threatened that would interfere with the use and enjoyment of the BPP Lands by the District, the ability of BPP to comply with its obligations hereunder, or which relate to, in any way, the presence of Contaminants in, on, under or migrating to or from the BPP Lands, and to BPP's knowledge, no state of facts exists which could constitute the basis therefor;
- (l) to the best of the BPP's knowledge without making any enquiries or investigations, the BPP Lands: (i) comply with all applicable Environmental Laws; (ii) are free from Contaminants; (iii) do not contain any storage tanks; and (iv) have not been used for the storage, manufacture, disposal, treatment, generation, transport or release into the environment, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminants
- (m) all municipal taxes, local improvement taxes, rates, levies and assessments whatsoever due and owing with respect to the BPP Lands for the current calendar year and all preceding calendar years have been, or will on the First Closing Date be paid in full and, except as disclosed to the District in writing, no appeals of assessments of such taxes have been made by BPP and are outstanding; and
- (n) there are no encroachments in or upon the BPP Lands other than as set out in the BPP Lands Permitted Encumbrances.

13.5 Survival of Representations and Warranties. The representations and warranties contained in Sections 13.3 and 13.4 shall survive the Closing Date and shall continue in full force and effect for the benefit of the District and BPP, as applicable, after the First Closing Date and Second

Closing Date, as applicable, notwithstanding any independent inquiry or investigation by the District or by BPP of the BPP Lands or District Lands, respectively, or any waiver by the District or BPP, as the case may be, of the conditions precedent set out in Article 3 or Article 8, the subject matter of which is contained in a representation or warranty in this Agreement.

13.6 Acknowledgments. The District and BPP acknowledge and agree that:

- (a) the District has not made any representations, warranties or agreements with BPP as to the suitability of the District Lands or the MoTI Lands for BPP's intended use or development and BPP has assumed and will assume all responsibility for satisfying itself as to all matters relating to the value, usefulness, suitability or marketability of the District Lands or the MoTI Lands; and
- (b) BPP has not made any representations, warranties or agreements with the District as to the suitability of the BPP Lands for use as municipal park and the District has assumed and will assume all responsibility for satisfying itself as to all matters relating to the value, usefulness, or suitability of the BPP Lands for the intended use as municipal park.

ARTICLE 14 **ENVIRONMENTAL**

14.1 Site Disclosure Statements. The District hereby waives, to the extent permitted by law, any requirement for BPP to provide to the District a site disclosure statement of any other report for the BPP Lands under the *Environmental Management Act* (BC) and the *Contaminated Sites Regulation* (BC). BPP hereby waives, to the extent permitted by law, any requirement for the District to provide to BPP a site disclosure statement of any other report for the District Lands or MoTI Lands under the *Environmental Management Act* (BC) and the *Contaminated Sites Regulation* (BC).

14.2 Remediation of District Lands. The District has obtained the Phase I ESA, which identifies the Asphalt Stockpile Area of Potential Environmental Concern on Parcel C ("APEC 1") on that portion of the District Lands comprising PID: 010-095-641, Lot B (Explanatory Plan 2521) Block 2 District Lot 888 Group 1 New Westminster District ("Lot B"). The District will, at its sole cost, cause APEC 1 to be removed and/or remediated in accordance with the recommendations of a suitably qualified professional, to ensure compliance with risk based/numerical standards existing as of the date of this Agreement for soil, soil vapour and freshwater aquatic life, as prescribed in the *Environmental Management Act* (British Columbia) for land uses contemplated by the Cypress Village Area Development Plan for the location of APEC 1, prior to the expiry of the District Material Transfer Site License.

14.3 Phase II ESA. In addition to the Phase I ESA referred to in Section 14.2 above, the District, will, within three (3) months of the First Closing Date, obtain, at its sole cost, a Phase II Environmental Site Assessment ("Phase II ESA") for the entirety of Lot B. If the Phase II ESA reveals further contamination of Lot B, the District will, at its sole cost, retain a qualified consultant to prepare a site remediation plan for Lot B (the "Lot B Remediation Plan") setting out, *inter alia*, the scope and cost of remediating Lot B to ensure compliance with risk based/numerical standards existing as of the date of this Agreement for soil, soil vapour and freshwater aquatic life, as prescribed in the *Environmental Management Act* (British Columbia) for land uses contemplated by the Cypress Village Area Development Plan for Lot B. The District will, in addition to the remediation required pursuant to Section 14.2, carry out the remediation required by the Lot B Remediation Plan prior

to the expiry of the District Material Transfer Site Licence and subject to any applicable provisions in the District Material Transfer Site Licence.

14.4 Environmental Liability. The Parties acknowledge and agree that:

- (a) the District will be and shall remain after the First Closing Date, liable for remediation costs incurred by BPP due to the presence of Contaminants on the District Lots (including Contaminants in, on, under or migrating to or from the District Lots) that existed prior to the First Closing Date or, with respect to the District Material Transfer Site Lands, the termination of the District Material Transfer Site Licence;
- (b) BPP will be and shall remain after the First Closing Date, liable for remediation costs incurred by the District due to the presence of Contaminants on the BPP Lands (including Contaminants in, on, under or migrating to or from the BPP Lands) that existed prior to the First Closing Date;
- (c) BPP will acquire the District Closed Roads and the MoTI Lands on an as-is-where-is basis; and
- (d) for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (BC), including and after the First Closing Date:
 - (i) the District will be, as between the District and BPP, solely responsible for the costs of any mandatory or voluntary remediation of the District Lots under that Act;
 - (ii) BPP will be, as between the BPP and the District, solely responsible for the costs of any mandatory or voluntary remediation of the BPP Lands, the District Closed Roads and the MoTI Lands under that Act; and
 - (iii) this Section 14.4 binds the District and BPP with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act

14.5 Survival. The provisions of this Article 14 shall not merge on the First Closing or Second Closing but shall survive the completion of First Closing and the Second Closing and the completion of transactions contemplated herein and shall survive the termination or expiration of the District Material Transfer Site Licence.

ARTICLE 15 **MISCELLANEOUS**

15.1 Acknowledgement by BPP. BPP acknowledges and agrees that:

- (a) the District is entering into this Agreement in its capacity as owner of the District Lands and potential future owner of the MoTI Lands and not in its capacity as municipal regulator;
- (b) for greater certainty and notwithstanding any other provision of this Agreement, nothing contained in this Agreement will fetter the discretion of Council or any District employee in interpreting and applying the District policies, procedures and bylaws as they relate to the actions of the parties; and

- (c) nothing in this Agreement will derogate from the obligations of BPP or the District under any other agreement with the other party hereto, nor prejudice or affect the rights, powers, duties or obligations of the District in its capacity as municipal regulator under all public and private statutes, bylaws, orders and regulations which may be as fully and effectively exercised by the District in its capacity as municipal regulator as if this Agreement had not been executed and delivered by the Parties hereto.
- 15.2 Approving Officer. BPP acknowledges and agrees that District Subdivision and any conditions of such subdivision are within the authority and discretion of the Approving Officer. Nothing in this Agreement will fetter the authority or discretion of the Approving Officer to approve, approve with conditions or reject the District Subdivision Plans.
- 15.3 Authorized Entry. From and after the acceptance of this Agreement:
- (a) BPP will have the right from time to time to enter and inspect the District Lands on reasonable notice to the District and carry out such tests and inspections as BPP deems necessary by such agents, consultants or other persons as it deems necessary, provided BPP will repair any damage caused by such tests and inspections and subject to BPP complying with such other terms and conditions as the District may require in connection with same; and
 - (b) the District will have the right from time to time to enter and inspect the BPP Lands on reasonable notice to BPP and carry out such tests and inspections as the District deems necessary by such agents, consultants or other persons as it deems necessary, provided the District will repair any damage caused by such tests and inspections and subject to the District complying with such other terms and conditions as BPP may require in connection with same.
- 15.4 Inspection Authorized. The Parties agree that:
- (a) in order to fully apprise BPP of the status of the District Lands, the District hereby authorizes and directs all municipal, provincial, federal and other authorities having jurisdiction over the District Lands, to conduct such inspections and provide BPP with such information, certificates, clearances and statements relating thereto as BPP may in writing request, all at BPP's own expense; and
 - (b) in order to fully apprise the District of the status of the BPP Lands, BPP hereby authorizes and directs all municipal, provincial, federal and other authorities having jurisdiction over the BPP Lands to conduct such inspections and provide the District with such information, certificates, clearances and statements relating thereto as the District may in writing request, all at the District's own expense.
- 15.5 Payments. In respect of monies, the Parties agree that monies will be tendered by way of wire transfer to the other party's lawyer, in trust, and all dollar amounts referred to in this Agreement are Canadian dollars.
- 15.6 Time. Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
- 15.7 No Waiver. No failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the

exercise of any other right, power or privilege. Except as may be limited herein, either Party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

- 15.8 No Severability. The Parties acknowledge and agree that the transactions described herein are concurrent requirements and that, unless the parties agree otherwise in writing, all transactions provided for herein must complete or none of the transactions may complete, and no provision of this Agreement will be severable at law.
- 15.9 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.
- 15.10 Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the Parties hereto.
- 15.11 Further Assurances. Each of the Parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.
- 15.12 Notices. Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, emailed or sent by postage prepaid mail and addressed to the Parties as follows:

(a) to BPP:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2
Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

with a copy to BPP's solicitors:

Civic Legal LLP
710 – 900 West Hastings Street
Vancouver, B.C., V6C 1E5
Attention: Pam Jefcoat, Partner
Email: pam@civiclegal.ca

(b) to the District:

District of West Vancouver
750 - 17th Street
West Vancouver, B.C., V7V 3T3
Attention: Director, Planning and Development Services

Email: jbailey@westvancouver.ca; planning@westvancouver.ca

with a copy to:

Young Anderson
1616 – 808 Nelson St.
Vancouver, B.C., V6Z 2H2

Attention: Guy Patterson
Email: patterson@younganderson.ca

or at such other address as either Party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by email rather than mailed.

- 15.13 Assignment. No party may assign its interest in this Agreement to any other person without the prior written consent of the other parties, which consent may be unreasonably withheld, provided that any party may assign its interest in this Agreement or any agreement contemplated herein to an Affiliate of such party without consent of the other parties.
- 15.14 Binding Effect. This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of the Parties, as applicable.
- 15.15 Relationship of Parties. No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 15.16 Independent Legal Advice. The Parties acknowledge and agree that they have each obtained or have had the opportunity to obtain independent legal advice with respect to this Agreement and transactions contemplated herein.
- 15.17 Counterparts. This Agreement may be executed in any number of original counterparts, with the same effect as if all the Parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the Parties and delivered to each of the other Parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the day and year first above written, and only one of which need be produced for any purpose.
- 15.18 Execution by Electronic Transmission. This Agreement may be executed by the Parties and transmitted by electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written.

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, by its authorized signatories,

Per: _____

Per: _____

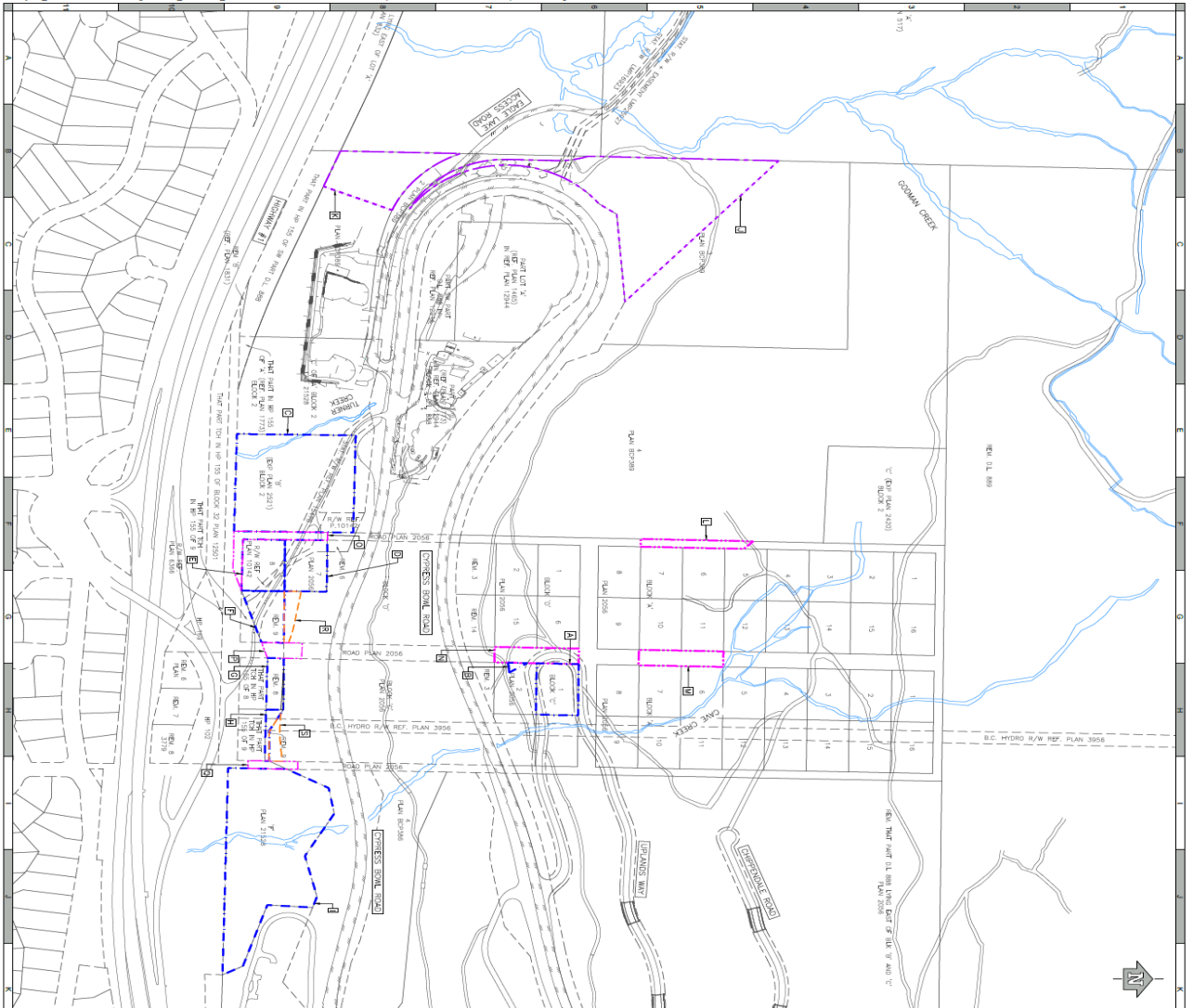
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, by its authorized signatories;

Per: _____

Per: _____

SCHEDULE "A"
SKETCH PLAN

[see attached]



LEGEND

- DWV LOT TO BE TRANSFERRED
- DWV LOT TO BE SUBDIVIDED AND TRANSFERRED
- DWV ROAD CLOSURE TO BE TRANSFERRED
- MOTV ROAD R.O.W TO BE SUBDIVIDED, ACQUIRED, AND TRANSFERRED

AREA SIMULATION TABLE

Parcel	Parcel Area	Survey Plan Number
A	0.313	0.775 M 3415-12
B	0.0134	0.033 M 3415-12
C	0.005	4.122 M 3415-12
D	0.005	4.122 M 3415-12
E	0.315	0.775 M 3415-26
F	0.244	0.603 M 3415-27
G	0.126	0.311 M 3415-28
H	0.050	0.125 M 3415-28
I	0.050	0.125 M 3415-28
J	2.148	5.310 M 3415-08
K	0.029	0.024 M 3415-07
Sub-Total	2.775	6.893
L	0.171	0.289 EPP115924
M	0.189	0.467 EPP115924
N	0.189	0.467 EPP115924
O	0.062	0.208 EPP115925
P	0.065	0.137 EPP115925
Sub-Total	0.795	1.966
Q	0.050	0.125
R	0.050	0.125
S	0.050	0.125
Sub-Total	0.140	0.346
Total	3.644	21.624

Note: All survey data and other data compiled by Hedges, Winters, and Macdonald INC.

URBAN SYSTEMS

1500 25th Street
Vancouver, BC V5Z 2M6
Canada
Tel: (604) 271-1111
www.urbansystems.ca

Cypress Village LAND EXCHANGE PLAN

Project Number: 4029\0005\01
Sheet Number: 1 of 8

ATTENTION

This drawing is prepared for the use of the client and is not to be used for any other purpose. It is the responsibility of the client to ensure that all information is correct and that all necessary permits and approvals are obtained before construction.

WARNING

This drawing is not to be used for any other purpose. It is the responsibility of the client to ensure that all information is correct and that all necessary permits and approvals are obtained before construction.

NOT FOR CONSTRUCTION

Issued for Discussion
AUGUST 15, 2023
urbansystems.ca

SCHEDULE “B” DEFINITIONS

The following terms have the following meanings in this Agreement:

- (a) “**Agreement**” means this Agreement and all Schedules to this Agreement and all supplemental agreements or other agreements in amendment or confirmation hereof; “hereof”, “hereto”, and “hereunder” and similar expressions mean and refer to this Agreement and not to any particular article or section;
- (b) “**APEC 1**” has the meaning given in Section 14.2;
- (c) “**Approved Westmount Connector Road Alignment**” means the final location and alignment of the Westmount Connector Road approved by MoTI and the District pursuant to the MoTI Agreement;
- (d) “**Approving Officer**” means the person acting as the District’s Approving Officer for The Corporation of The District of West Vancouver pursuant to the *Land Title Act* (British Columbia), as amended or replaced from time to time, and any employee of the District acting as the nominee or agent of that person in connection with this Agreement;
- (e) “**Article**” and “**Section**” mean and refer to the specified article or section of this Agreement and include all Sections within a particular Article and all Subsections and Sub-Subsections within a particular Section;
- (f) “**BC Hydro**” means the British Columbia Hydro and Power Authority;
- (g) “**BC Hydro Lands**” means those lands legally described as PID: 010-064-052, That Part of the Trans Canada Highway in Highway Plan 155 of Lot 9 Block C District Lot 888 Plan 2056;
- (h) “**BC Hydro Agreement**” means a statutory right of way or other form of legal access agreement to be granted by BC Hydro to the District, if BC Hydro is agreeable to doing so, for the purposes of permitting the construction of, and the provision of public access over, that portion of the Westmount Connector Road to be located on the BC Hydro Lands, which BC Hydro Agreement:
 - (i) will be negotiated and signed by the District and by BC Hydro, as contemplated in Section 11.1; and
 - (ii) will be effective and, if applicable, registered in the Land Title Office against title to the BC Hydro Lands;
- (i) “**BPP**” means British Pacific Properties Limited (Incorporation Number 438330);
- (j) “**BPP Lands**” means, together, those lands commonly referred to as the “Eagleridge Lands” and legally described as:
 - (i) PID: 015-848-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648; and

- (ii) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52, Secondly: Part in Plan LMP25925, Thirdly: Part in Highway Plan 118, Fourthly: Part in Highway Plan 126, Fifthly: Part in Highway Plan 12, Sixthly: Part Plan LMP49608, Seventhly: Part dedicated road on Plan BCP23208, Eighthly: Part dedicated road on Plan BCP23212, Ninthly: Part Now Road see EPP64645; Tenthly: Part Now Road See EPP 64646, Eleventhly: Part Now Road See EPP64647, Twelfthly: Part Now Road see EPP 64648, Thirteenthly: Part Now Road see EPP66708;
- (k) **“BPP Lands Permitted Encumbrances”** has the meaning set in Schedule “D” hereto;
- (l) **“BPP Lands Purchase Price”** means \$7,500,000 (excluding GST), which sum will be paid by the District pursuant to the DCC Reserve Fund Expenditure Bylaw;
- (m) **“BPP’s Lawyers”** means Civic Legal LLP;
- (n) **“Business Day”** means any day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia or other day that the Land Title Office is not open for business;
- (o) **“Contaminants”** means all substances, the storage, handling, transport, disposal or release of which is controlled or regulated by any Environmental Laws, and the presence of which, in soil or groundwater, in concentrations above prescribed standards, may necessitate, invite or permit a Governmental Authority to require, remedial or investigatory action under any Environmental Laws;
- (p) **“Community Charter”** means the *Community Charter*, S.B.C. 2003, Ch. 26, as may be amended or re-enacted from time to time;
- (q) **“Council”** means the Council for The Corporation of The District of West Vancouver;
- (r) **“Cypress Village Area Development Plan”** means an Area Development Plan that applies to lands including the Cypress Village Development Lands and that is added to the District of West Vancouver’s Official Community Plan Bylaw No. 4985, 2018 by the Cypress Village OCP Amendment Bylaw;
- (s) **“Cypress Village Bylaws”** means, collectively, the Cypress Village OCP Amendment Bylaw, the Cypress Village CD Zoning Bylaw, the Cypress Village Phased Development Agreement Bylaw, and the DCC Reserve Fund Expenditure Bylaw;
- (t) **“Cypress Village OCP Amendment Bylaw”** means the District of West Vancouver’s Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5205, 2024, enacted for the purposes of adding the Cypress Village Area Development Plan to the District’s Official Community Plan (OCP);
- (u) **“Cypress Village CD Zoning Bylaw”** means all those provisions in Schedule A - CV - Cypress Village Zone in the District of West Vancouver’s Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024;
- (v) **“Cypress Village Development”** means the development of a residential and commercial mixed use neighbourhood community with employment areas, amenities and

transportation infrastructure in the Cypress Village Area, the boundaries of which are shown on Map 9 in the District’s Official Community Plan, Bylaw No. 4985, 2018;

- (w) “**Cypress Village Development Lands**” means, collectively, those lands owned and to be acquired by BPP that will comprise the Cypress Village Development;
- (x) “**Cypress Village Phased Development Agreement**” means the phased development agreement entered into by the District and BPP pursuant to Section 516 of the *Local Government Act* and dated for reference April 16th, 2024;
- (y) “**Cypress Village Phased Development Agreement Bylaw**” means the District of West Vancouver’s Phased Development Agreement Authorization Bylaw No. 5207, 2024 authorizing the District to enter into the Cypress Village Phased Development Agreement;
- (z) “**DCC Bylaw**” means The Corporation of the District of West Vancouver Development Cost Charge Bylaw No. 3801, 1993;
- (aa) “**DCC Reserve Fund Expenditure Bylaw**” means the District of West Vancouver’s Development Cost Charge Reserve Fund Expenditure Bylaw, No. 5211, 2024, authorizing among other things the District’s expenditure of \$7,500,000 of Parkland Major DCC Funds (principal and/or interest) held in the District’s Parkland DCC Reserve Fund for the purposes of acquiring the BPP Lands for park purposes;
- (bb) “**District**” means The Corporation of The District of West Vancouver;
- (cc) “**District Closed Roads**” means, collectively, those parcels labelled as Parcel “L”, Parcel “M”, Parcel “N”, Parcel “O”, Parcel “P” and Parcel “Q” on the sketch plan attached hereto as Schedule “A”;
- (dd) “**District Fee Simple Lots**” means, collectively, those parcels labelled as Parcel “A”, Parcel “C”, Parcel “D”, Parcel “E”, Parcel “F”, Parcel “G”, Parcel “H” and Parcel “I” on the sketch plan attached hereto as Schedule “A”;
- (ee) “**District Material Transfer Site Licence**” means a non-exclusive licence substantially in the form attached hereto as Schedule “H” to be granted by BPP to the District in respect of the District Material Transfer Site Lands;
- (ff) “**District Material Transfer Site Lands**” means PID: 010-095-641, Lot B (Explanatory Plan 2521) Block 2 District Lot 888 Group 1 New Westminster District;
- (gg) “**District Lands**” means, collectively, those parcels labelled as Parcel “A”, Parcel “B”, Parcel “C”, Parcel “D”, Parcel “E”, Parcel “F”, Parcel “G”, Parcel “H”, Parcel “I”, Parcel “J”, Parcel “K”, Parcel “L”, Parcel “M”, Parcel “N”, Parcel “O”, Parcel “P”, and Parcel “Q” on the sketch plan attached hereto as “Schedule “A” and which parcels, for certainty, collectively comprise the District Lots and the District Closed Roads;
- (hh) “**District Lands Permitted Encumbrances**” has the meaning set out in Schedule “C” hereto;
- (ii) “**District Lands Purchase Price**” means One Dollar (\$1.00) (excluding GST);
- (jj) “**District’s Lawyers**” means Young, Anderson;

- (kk) **“District Lots”** means, collectively, the District Fee Simple Lots and the District Subdivided Lots;
- (ll) **“District Parent Parcels”** means:
 - (i) PID: 010-086-617, Lot 2, Block C, District Lot 888, Plan 2056; and
 - (ii) PID: 025-467-450, Lot 1 District Lot 888 Group 1 New Westminster District, Plan BCP389; and
 - (iii) PID: 025-467-476, Lot 3 District Lot 888 Group 1 New Westminster District, Plan BCP389;
- (mm) **“District Subdivided Lots”** means, together, those parcels labelled as Parcel “B”, Parcel “J” and Parcel “K” on the sketch plan attached hereto as Schedule “A”, which parcels will be created by the subdivision of the District Parent Parcels;
- (nn) **“District Subdivision”** means the subdivision of the District Parent Parcels to create the District Subdivided Lots;
- (oo) **“District Subdivision Plan Applications”** means the Applications to Deposit the District Subdivision Plans signed by all persons who are required to sign such applications in order to subdivide the District Parent Parcels to create the District Subdivided Lots;
- (pp) **“District Subdivision Plans”** means one or more subdivision plans to be prepared by a British Columbia Land Surveyor in respect of the District Parent Parcels for the purpose of creating the District Subdivided Lots;
- (qq) **“District Works Yard Site”** means, collectively, those lands legally described as:
 - (i) PID: 015-960-617, That Part of Lot A (Reference Plan 1465) in Reference Plan 12944 South West Part of District Lot 888; and
 - (ii) PID: 015-961-133, That Part of the South West Part of District Lot 888 in Reference Plan 12944 Group 1 New Westminster District; and
 - (iii) PID: 015-960-978, That Part of Lot A (Reference Plan 1773) in Reference Plan 12944 Block 2 District Lot 888 Group 1 New Westminster District;
- (rr) **“District Works Yard Site Covenant”** means a restrictive covenant substantially in the form attached hereto as Schedule “G” to be granted by the District to BPP and registered against title to the lands comprising the District Works Yard Site in connection with the First Closing for the purposes of restricting strata-titled or purpose-built, market-rental residential buildings on the District Works Yard Site during the term of the Phased Development Agreement, provided that such covenant will not restrict market rentals in buildings owned and operated by a not-for-profit corporation or is workforce rental housing for people that work in the geographic boundaries of the District of West Vancouver;
- (ss) **“Environmental Laws”** means all statutes, regulations, orders, bylaws, permits, standards, guidelines, policies and any other laws, including the principles of common law and equity, now or hereafter in force, as applicable, relating in any way to health, occupational health

and safety, product liability, transportation of dangerous goods or the protection of people, plants, animals or the environment;

- (tt) “**Final Adoption**” means enactment by Council of the Cypress Village Bylaws, the Road Closure Bylaws and/or the Park Dedication Bylaw, as applicable;
- (uu) “**First Closing**” means the process of closing the sale and purchase of the District Lands in exchange for the closing the sale and purchase of the BPP Lands as contemplated in this Agreement;
- (vv) “**First Closing – BPP Conditions Precedent**” has the meaning given in Section 3.2;
- (ww) “**First Closing Date**” means the date that is thirty (30) days after the date on which all of the First Closing – Mutual Conditions Precedent have been waived or satisfied.
- (xx) “**First Closing – District Conditions Precedent**” has the meaning given in Section 3.1;
- (yy) “**First Closing LTO Documents**” has the meaning given in Section 5.2;
- (zz) “**First Closing - Mutual Conditions Precedent**” has the meaning given in Section 3.3;
- (aaa) “**Governmental Authority**” means any federal, provincial, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;
- (bbb) “**GST**” means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time including, for certainty, the goods and services tax;
- (ccc) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Ch. 250, as may be amended or re-enacted from time to time;
- (ddd) “**Land Title Office**” means the Lower Mainland Land Title Office;
- (eee) “**Lot B**” has the meaning given in Section 14.2;
- (fff) “**Lot B Remediation Plan**” has the meaning given in Section 14.3;
- (ggg) “**MoTI**” means the Ministry of Transportation and Infrastructure;
- (hhh) “**MoTI Agreement**” means either a purchase and sale or land exchange agreement between the District and MoTI pursuant to which MoTI agrees to transfer to the District the MoTI Lands in exchange for the District’s payment of the MoTI Lands Purchase Price, which MoTI Agreement will be executed by MoTI and the District and will:
 - (i) include, as a condition precedent to the completion of the transaction BPP approval of the MoTI Lands Purchase Price; and
 - (ii) prohibit MoTI and the District from amending the MoTI Lands Purchase Price or the Approved Westmount Connector Road Alignment without providing prior written notice to BPP; and

- (iii) include a provision prohibiting MoTI and the District from terminating the MoTI Agreement without providing prior written notice to BPP;
- (iii) **“MoTI Application”** has the meaning given in Section 6.1(a)(i);
- (jjj) **“MoTI Lands”** means, together, those parcels labelled as Parcel “R” and Parcel “S” on the sketch plan attached hereto as Schedule “A”;
- (kkk) **“MoTI Lands Acquisition Payment”** means the sum of One Million (\$1,000,000) Dollars, or such greater amount as BPP may agree to in its sole and absolute discretion, payable by BPP to the District in exchange for the District’s transfer to BPP of the MoTI Lands, which MoTI Lands Acquisition Payment will be payable by BPP pursuant to Section 7.2 even if the MoTI Lands Purchase Price payable by the District to MoTI pursuant to the MoTI Agreement is less than the amount of the MoTI Lands Acquisition Payment;
- (lll) **“MoTI Lands Permitted Encumbrances”** has the meaning set out in Schedule “E” hereto;
- (mmm) **“MoTI Lands Purchase Price”** means the purchase price payable by the District to MoTI for the transfer of the MoTI Lands, which purchase price will be set out in the MoTI Agreement and will be subject to approved by BPP if greater than the MoTI Lands Acquisition Payment;
- (nnn) **“Park Dedication Bylaw”** means the District’s Park Dedication Bylaw No. 5213, 2024, the purpose of which includes dedicating the BPP Lands for municipal park purposes;
- (ooo) **“Parkland DCC Reserve Fund”** means the District of West Vancouver’s Parkland Development Cost Charge Reserve Fund established pursuant to the Parkland Development Cost Charge Reserve Fund Establishment Bylaw No. 3940, 1995;
- (ppp) **“Park Use Covenant”** means a restrictive covenant substantially in the form attached hereto as Schedule “I” to be granted by the District to BPP and registered against title to the BPP Lands in connection with the First Closing for the purposes of restricting the uses of the BPP Lands to municipal park;
- (qqq) **“Parties”** means the District and BPP and **“Party”** means one of them;
- (rrr) **“Person”** or **“Persons”** includes a firm, corporation or other entity;
- (sss) **“Phase 1 ESA”** has the meaning given in Section 13.3(l);
- (ttt) **“Phase II ESA”** has the meaning given in Section 14.3;
- (uuu) **“Property Transfer Tax”** means the tax imposed by the *Property Transfer Tax Act* (British Columbia);
- (vvv) **“Road Closure Bylaws”** means one or more bylaws closing traffic to the roadways within the District Closed Roads and removing their dedication as highway pursuant to section 40 of the *Community Charter*;

- (www) “**Road Closure Plans**” means, collectively, the survey plans in respect of those portions of District roadways comprising the District Closed Road to be prepared by a British Columbia Land Surveyor pursuant to section 40 of the *Community Charter* and section 120 of the *Land Title Act*;
- (xxx) “**Second Closing**” means the process of closing the sale and purchase of the MoTI Lands, as contemplated in this Agreement;
- (yyy) “**Second Closing Date**” means the date that is thirty (30) days after the MoTI Lands Transfer Date;
- (zzz) “**Second Closing LTO Documents**” has the meaning given in Section 10.2;
- (aaaa) “**Second Closing - Mutual Conditions Precedent**” has the meaning given in Section 8.1;
- (bbbb) “**SRW Extension Agreements**” means, together:
- (i) a registrable Form C Extension of Statutory Right of Way J5409 to be registered against title to those portions of the Westmount Benchlands shown outlined in bold on the sketch plan attached hereto as Schedule “F-1”, in connection with the First Closing; and
 - (ii) a registrable Form C Extension of Statutory Right of Way 490966M to be registered against title to those portions of the Westmount Benchlands shown outlined in bold on the sketch plan attached hereto as Schedule “F-2”, in connection with the First Closing;
- (cccc) “**Statutory Charges**” means the rights, privileges and charges set out in the original Crown grant, section 50 of the *Land Act* and, if applicable, section 107(1)(d) of the *Land Title Act*;
- (dddd) “**Westmount Benchlands**” means those parcels labelled as Parcel “C”, Parcel “D”, Parcel “E”, Parcel “F”, Parcel “G”, Parcel “H”, Parcel “I”, Parcel “O”, Parcel “P” and Parcel “Q” on the sketch plan attached hereto as Schedule “A”; and
- (eeee) “**Westmount Connector Road**” means the new Westmount Road connection from Cypress Bowl to Highway 1 to be constructed by BPP in accordance with the Cypress Village Bylaws.

SCHEDULE “C”
DISTRICT LANDS PERMITTED ENCUMBRANCES

District Fee Simple Lots (Parcel A, Parcel C, Parcel D, Parcel E, Parcel F, Parcel G, Parcel H, and Parcel I):

- (i) Restrictive Covenant GB12110 (as to Parcel C, Parcel D, Parcel E, Parcel F, Parcel G, Parcel H, and Parcel I);
- (ii) Statutory Right of Way BB1749116 in favour of BC Hydro (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (iii) Right of Way 206626M in favour of BC Hydro (as to Parcel H);
- (iv) Right of Way 490966M, as extended, in favour of the District (as to Part in Reference Plan 10142) (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (v) Statutory Right of Way GB111911 in favour of B.C. Gas Inc. (as to Part in Reference Plan 15478) (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (vi) Statutory Right of Way J5409, as extended, in favour of the District and British Columbia Telephone Company (as to Part in Reference Plan 15478) (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (vii) Mortgage K16419 of Statutory Right of Way J5409 in favour of Montreal Trust Company in trust as to the undivided 1/2 interest of the British Columbia Telephone Company (as to part in Reference Plan 15478) (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (viii) Statutory Right of Way M72456, transferred to Statutory Right of Way GB111911, in favour of BC Hydro (as to part in reference Plan 15478) (as to Parcel C, Parcel D, Parcel E, and Parcel F);
- (ix) Statutory Right of Way CA8465420 in favour of the District (as to part in Plan EPP94867) (as to Parcel A);
- (x) Re: Clauses (e) and (f) of Section 23(1) L.T.A. see DF E36021(as to Parcel F and Parcel G);
- (xi) Re: Paragraphs (e) and (f) of Section 23(1) L.T.A. see DF 152584 (as to Parcel I);
- (xii) Re: Clauses (e) and (f) of Section 23(1) L.T.A. see DF 152584 (as to Parcel F and Parcel G);
- (xiii) Re: Paragraphs (e) and (f) of Section 23(1) L.T.A. see DF 153711 (as to Parcel I);
- (xiv) the Statutory Charges;
- (xv) the District Material Transfer Site Licence (as to Parcel C); and
- (xvi) any third-party utility providers with existing utility infrastructure in the District Fee Simple Lots.

District Subdivided Lots (Parcel B, Parcel J and Parcel K):

- (i) Re: Clauses (e) and (f) of Section 23(1) L.T.A. see DF 148967 (as to Parcel J and Parcel K);
- (ii) Re: Clauses (e) and (f) of Section 23(1) L.T.A. see DF 152584 (as to Parcel J and Parcel K);
- (iii) Re: Clauses (e) and (f) of Section 23(1) L.T.A. see DF F57634 (as to Parcel J and Parcel K);
- (iv) Hereto is annexed Restrictive Covenant GB12110 (as to Parcel J and Parcel K);
- (v) This Title may be affected by a permit under Part 14 of the Local Government Act, see CA9023221 (as to Parcel K);
- (vi) Hereto is annexed Easement 24868H over Parcel B (Ref Plan 1831) (as to Parcel J and Parcel K);
- (vii) Statutory Right of Way BH248062 in favour of the District (as to part in Plan LMP16923) (as to Parcel J);
- (viii) Statutory Right of Way BJ340592 in favour of the District (as to part in Plan LMP25927) (as to Parcel J);
- (ix) Statutory Right of Way BK318197, as modified by BK392208A, in favour of BC Hydro (as to part on Plan LMP25927) (as to Parcel J);
- (x) Easement BK88059 in favour of Lot 2 Plan LMP25926 (as to Parcel J);
- (xi) Restrictive Covenant BT264997 (as to Parcel J and Parcel K);
- (xii) Statutory Right of Way CA8465420 in favour of the District (as to part in Plan EPP94867) (as to Parcel B);
- (xiii) Statutory Right of Way CA8546564 in favour of the District (as to part in Plan EPP94868) (as to Parcel B);
- (xiv) the Statutory Charges;
- (xv) any third-party utility providers with existing utility infrastructure in the District Subdivided Lots; and
- (xvi) the existing mountain path (as to Parcel J and Parcel K).

District Closed Roads (Parcel L, Parcel M, Parcel N, Parcel O, Parcel P and Parcel Q):

- (i) the Statutory Charges;
- (ii) Right of Way 490966M, as extended by the applicable SRW Extension Agreement;
- (iii) Statutory Right of Way J5409, as extended by the applicable SRW Extension Agreement; and
- (iv) any statutory rights of way in favour of the District or any third-party utility providers with existing utility infrastructure in the District Closed Roads.

SCHEDULE “D”
BPP LANDS PERMITTED ENCUMBRANCES

BPP Lands:

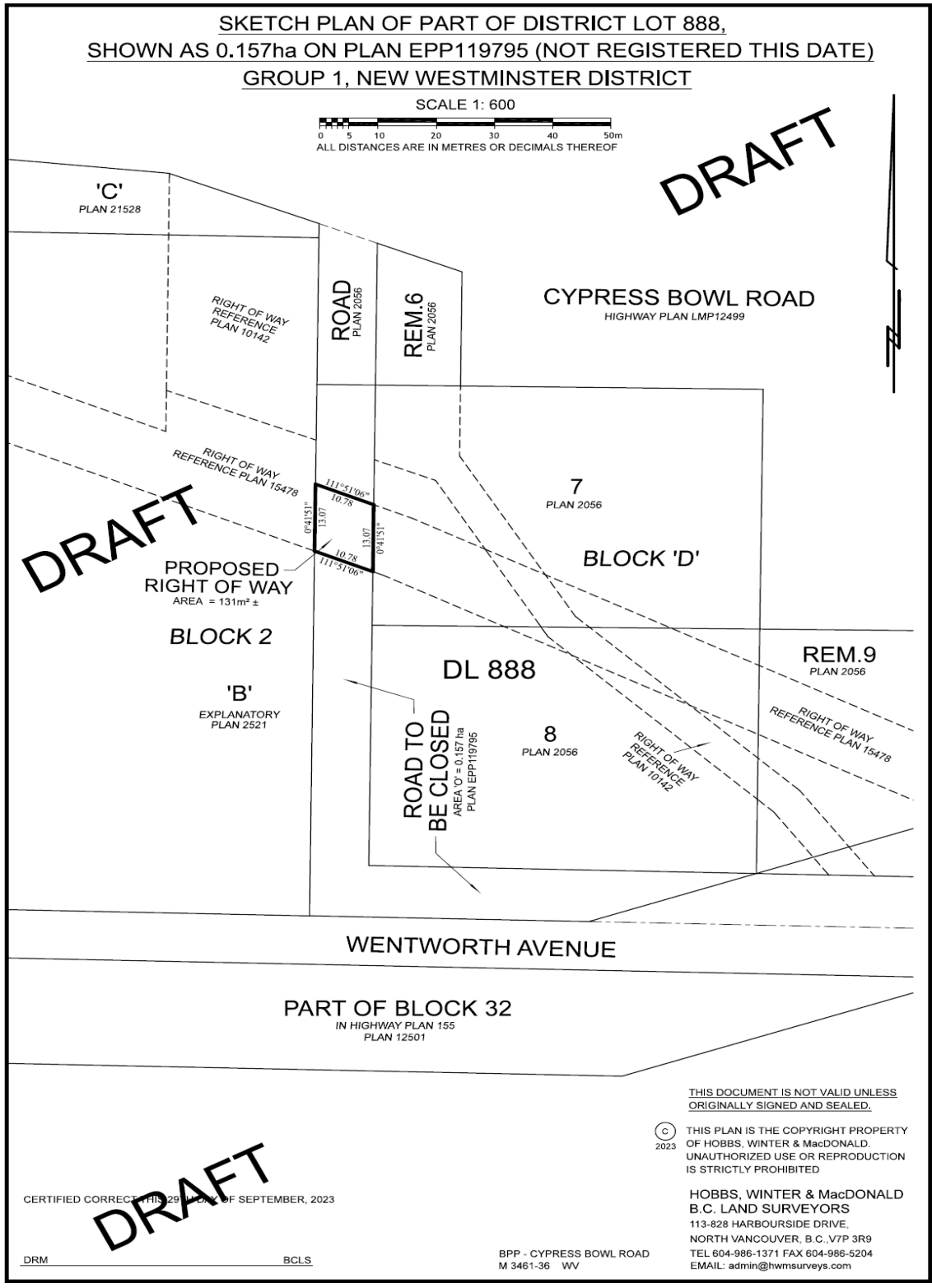
- (i) Right of Way 321681M (modified by BJ215628, BR199875, BB981018 and BB1708809) in favour of British Columbia Hydro and Power Authority and British Columbia Telephone Company;
- (ii) Right of way 487189M in favour of British Columbia Hydro and Power Authority;
- (iii) Right of way G33067 in favour of British Columbia Railway Company;
- (iv) Statutory Right of Way BA170870 in favour the Crown in Right of British Columbia;
- (v) Statutory Right of Way BA170871 in favour of the Crown in Right of British Columbia;
- (vi) Statutory Right of Way BA170872 in favour of the Crown in Right of British Columbia;
- (vii) Right of Way G65403 in favour of British Columbia Hydro and Power Authority; and
- (viii) Statutory Right of Way BA170868 in favour of the Crown in Right of British Columbia; and
- (ix) the Statutory Charges.

**SCHEDULE “E”
MOTI LANDS PERMITTED ENCUMBRANCES**

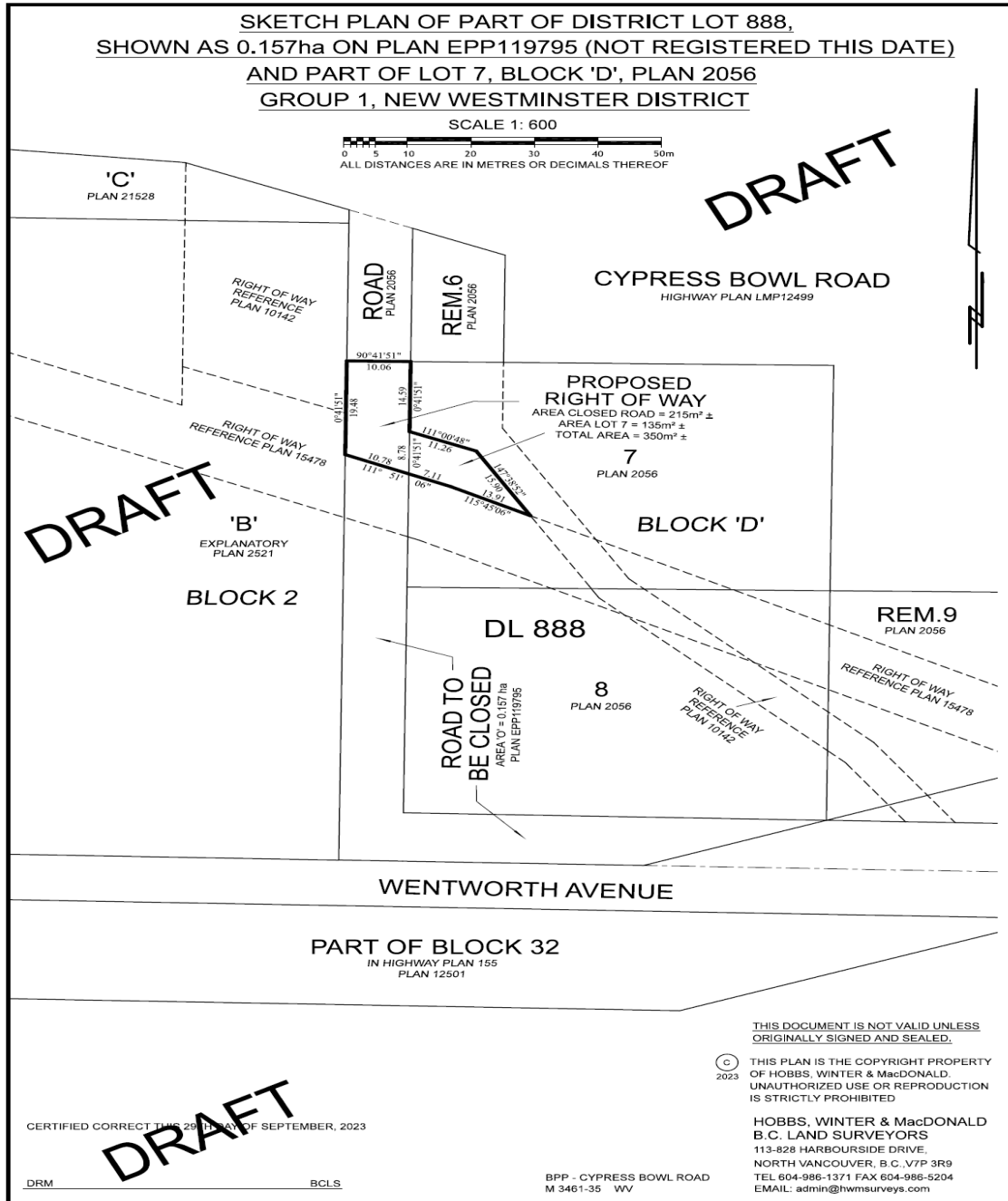
MoTI Lands:

- (i) any statutory rights of way or other form of legal access agreements that need to be registered upon raising title to the MoTI Lands in favour of the District or any third-party utility providers with existing utility infrastructure in the MoTI Lands; and
- (ii) the Statutory Charges.

SCHEDULE "F - 1"
SKETCH PLAN (AS TO SRW EXTENSION FOR SRW J5409)



SCHEDULE "F - 2"
SKETCH PLAN (AS TO SRW EXTENSION FOR SRW 490966M)



SCHEDULE "G"
DISTRICT WORKS YARD SITE COVENANT

[see attached]

TERMS OF INSTRUMENT – PART 2

**RESTRICTIVE COVENANT
(DISTRICT WORKS YARD)**

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17th Street
West Vancouver, B.C.
V7V 3T3

(the “**Grantor**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED
(Inc. No. BC0438330)
1001 - 100 Park Royal South
West Vancouver, B.C.
V7T 1A2

(the “**Grantee**”)

WHEREAS:

A. The Grantor is the registered owner in fee simple of those lands and premises situated in West Vancouver, British Columbia and legally described as:

- (i) PID: 015-960-617
That Part of Lot A (Reference Plan 1465) in Reference Plan 12944 South West Part of District Lot 888;
- (ii) PID: 015-961-133
That Part of the South West Part of District Lot 888 in Reference Plan 12944 Group 1 New Westminster District; and
- (iii) PID: 015-960-978
That Part of Lot A (Reference Plan 1773) in Reference Plan 12944 Block 2 District Lot 888 Group 1 New Westminster District,

(collectively, the “**Servient Tenement**”);

B. The Grantee is the registered owner in fee simple of those lands and premises situated in West Vancouver, British Columbia and legally described as:

- (i) PID: 010-101-055
That Part of District Lot 887 Lying East of Lot A (Reference Plan 832) Group 1 New Westminster District, Except: Firstly; Part in Reference Plan 1831, Secondly; Part in Plans 10299, 10338, and 12522 Thirdly; Part in

Explanatory Plan 9459 Fourthly; Part in Highway Plan 155 Fifthly; Part in Highway Plan 92 Sixthly; the 1.22 Acre Portion in Highway Plan 21 Seventhly; the 3.69 Acre and 0.025 Acre Portions in Highway Plan 21;

- (ii) PID: 013-553-640
The West 1/2 of the East 1/2 of District Lot 1241 Group 1 New Westminster District;
- (iii) PID: 015-845-834
Lot A (Reference Plan 517) District Lot 886 Group 1 New Westminster District; and
- (iv) PID: 015-845-842
Lot B (Reference Plan 506) District Lot 886 Group 1 New Westminster District Except: Firstly; Part Outlined Red on Plan 15344 Secondly; Part Subdivided by Plan LMP25926,

(collectively, the “**Dominant Tenement**”);

- C. For the benefit of the Dominant Tenement, the parties have mutually agreed to place certain limits and restrictions on the development and use of the Servient Tenement for residential purposes, without restricting or in any way affecting non-residential use or development of the Servient Tenement, as more particularly set out in this Agreement; and
- D. The Grantor has agreed to grant a restrictive covenant (the “**Restrictive Covenant**”) over the Servient Tenement for the benefit of the Dominant Tenement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS

- (a) “**Agreement**” means this agreement and includes all recitals to this agreement and all instruments comprising this agreement;
- (b) “**Average Rent**” means the sum of all monthly rents charged for all dwelling units on the land that are not occupied by Eligible Employees, divided by the number of such dwelling units;
- (c) “**Cypress Village Phased Development Agreement**” means the phased development agreement entered into by the Grantor and Grantee pursuant to Section 516 of the *Local Government Act* (British Columbia) and dated for reference April 16, 2024;
- (d) “**Cypress Village Phased Development Agreement Bylaw**” means the District of West Vancouver’s Phased Development Agreement Authorization Bylaw No. 5207, 2024, as may be amended or replaced from time to time, authorizing the

Grantor to enter into the Cypress Village Phased Development Agreement with the Grantee;

- (e) **“Eligible Employee”** means an individual who:
- (i) has an “employer” (as defined in the *Employment Standards Act* (British Columbia)) that operates primarily within the geographic boundaries of the District of West Vancouver and is mainly engaged in the provision of goods and/or services to the residents of the District of West Vancouver, including without limitation the following employers:
 - (A) a private business primarily operating in the District of West Vancouver and mainly engaged in the provision of goods and/or services to the residents of the District of West Vancouver;
 - (B) the Corporation of the District of West Vancouver;
 - (C) the West Vancouver School District (School District 45);
 - (D) any “independent school” (as defined in the *Independent School Act* (British Columbia)) situated within the geographic boundaries of the District of West Vancouver; or
 - (E) such other employer as may be agreed to in writing by both the Grantee and Grantor acting reasonably; or
 - (ii) is self-employed and provides the majority of their goods and/or services within the geographic boundaries of the District of West Vancouver to the residents of the District of West Vancouver;
- (f) **“Fair Market Rent”** means monthly rent which would be paid in the District of West Vancouver as between persons dealing in good faith and at arm’s length for a similar dwelling unit of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the applicable dwelling unit on the Servient Tenement;
- (g) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, together with all amendments thereto and replacements thereof;
- (h) **“Notice”** has the meaning given under section 5(a);
- (i) **“Purchaser”** has the meaning given under section 14;
- (j) **“Rental Housing”** means a dwelling unit that is rented, and which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to individual third parties at arm’s length, for use as residential rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (k) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- (l) “**Strata Property Act**” means the *Strata Property Act*, S.B.C. 1998, c. 43 together with all amendments thereto and replacements thereof;
- (m) “**Term**” means twenty (20) years commencing from the date the Cypress Village Phased Development Agreement Bylaw is enacted by the District of West Vancouver Council and expiring twenty (20) years thereafter, at which time this Agreement will be of no further force and effect; and
- (n) “**Zoning Bylaw**” means the District of West Vancouver’s Zoning Bylaw No. 4662, 2010, as may be amended or replaced from time to time.

2. RESTRICTIVE COVENANT

The Grantor, as owner of the Servient Tenement, hereby covenants with the Grantee, as owner of the Dominant Tenement, for the benefit of the Dominant Tenement, that notwithstanding any provisions of the Zoning Bylaw the Grantor shall not, during the Term, use or permit to be used, the Servient Tenement for any residential use that is not:

- (a) Rental Housing occupied only by Eligible Employees;
- (b) Rental Housing for which the Average Rent is no more than 70% of Fair Market Rent, unless otherwise agreed to by the Grantee at its sole discretion; or
- (c) Other uses that are subordinate to and customarily associated with, or incidental to, or necessary for, Rental Housing permitted under this section, including utilities and parking.

3. ACKNOWLEDGEMENTS

The Grantor and the Grantee acknowledge and agree that:

- (a) the granting of the Restrictive Covenant in this Agreement enhances the value and otherwise benefits the present and future use of the Dominant Tenement and without limiting the generality of the foregoing, the covenants and restrictions contained in section 2 are necessary generally for preserving the value of each of the lots comprising the Dominant Tenement;
- (b) any breach or violation of the covenants and restrictions contained in section 2 may result in the devaluation of the lots comprising the Dominant Tenement and may have an adverse impact on the future use of the lots comprising the Dominant Tenement for which the Grantor may be responsible;
- (c) any breach or violation of the covenants and restrictions contained in section 2 shall not be susceptible of adequate relief by way of damages alone, and that in addition to any other remedies to which the Grantee may at any time be entitled at

law or in equity, the Grantee shall be entitled to obtain injunctive relief in any court of competent jurisdiction; and

- (d) neither the definition of Rental Housing, or anything else in this Agreement should be construed as preventing an owner from leasing an entire residential building or a block of dwelling units in a building to a single entity, under a head lease, who may then sub-lease individual dwelling units to tenants, pursuant to tenancy agreements, in accordance with the requirements of this Agreement, as if the lessee under the head lease was the Grantor.

4. EVIDENCE OF COMPLIANCE

- (a) On or before December 31st in every third calendar year of the Term, if there is Rental Housing on the Servient Tenement, the Grantor will deliver to the Grantee:
 - (i) a rent roll for the then current calendar year indicating:
 - A. the total number of dwelling units on the Servient Tenement;
 - B. the number of dwelling units occupied by Eligible Employees and the number of dwelling units not occupied by Eligible Employees; and
 - C. the monthly rent charged for each dwelling unit not occupied by Eligible Employees for the then current year; and
 - (ii) such other information as may be reasonably requested by the Grantee from time to time to confirm the Grantor's compliance with section 2 of this Agreement, including without limitation information necessary to establish the qualification of any tenant as an Eligible Employee.

5. DEFAULT AND REMEDIES

- (a) In the event that the Grantee is of the opinion that the Grantor is in default under this Agreement, the Grantee may give the Grantor a written notice of default (the "**Notice**") requiring the Grantor to cure a default under this Agreement. The Notice must specify the nature of the default and provide evidence supporting the Grantee's opinion of default.
- (b) The Grantor will review the Notice and:
 - (i) if the Grantor agrees that a default under this Agreement has occurred, the Grantor will cure the default within thirty (30) days of receipt of the Notice or within such longer period as may reasonably be required to cure such default, provided that the Grantor has advised the Grantee in writing of the time reasonably required to cure the default and is diligently pursuing same;
 - (ii) if the Grantor disagrees that a default under this Agreement has occurred, the Grantee and the Grantor will attempt to resolve the disagreement with ninety days (90) of the Grantor's receipt of the Notice or within such longer period as

the parties may reasonably agree to, and, if the disagreement cannot be resolved, the determination of whether a default has occurred, and the cure of default, will be determined by an arbitrator in accordance with the *British Columbia Arbitration Act*.

6. RUNS WITH THE SERVIENT TENEMENT AND DOMINANT TENEMENT

The burden of the Restrictive Covenant shall run with and bind the Servient Tenement during the Term and each and every part into which the Servient Tenement may be subdivided or consolidated during the Term. The benefit of the Restrictive Covenant shall be annexed to and run with and be appurtenant to the Dominant Tenement and each and every part into which the Dominant Tenement may be subdivided or consolidated during the Term.

7. NO OBLIGATION ON GRANTOR

Nothing contained in section 2 of this Agreement shall obligate or be construed to obligate the Grantor to expend any money in complying with its obligations under section 2 hereof other than to comply with the Grantor's obligations in section 4 or to remedy a breach or violation of the terms thereof.

8. WAIVER

The Grantor covenants and agrees with the Grantee that any failure by the Grantee to enforce in any way the covenants and restrictions contained in section 2 or any other provision of this Agreement, upon any breach or violation thereof, shall not constitute a waiver in whole or in part by the Grantee of any such breach or violation or any other breach or violation, and any waiver shall only be effective and binding if made in writing and signed by the Grantee.

9. NOTICE

Whenever notice is to be given to a party under this Agreement, notice shall be deemed to have been given when delivered personally or when mailed by prepaid registered mail to the party, on the sixth day following the date of mailing, so long as the notice is mailed to the party at the most recent address shown on title to the lands in the records of the Land Title Office for the party, or to whatever address the parties may from time to time advise in writing.

10. SEVERABILITY

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, the invalid or unenforceable portion will be severed and the decision that it is invalid or unenforceable will not affect the validity or enforceability of the remainder of this Agreement.

11. PRIORITY

The Grantor agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Servient Tenement, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Servient Tenement or any portion thereof; or
- (b) which the Grantee has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

12. FURTHER ACTS

The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be reasonably necessary to give proper effect to the intention of this Agreement.

13. LIABILITY

Notwithstanding anything contained in this Agreement, neither the Grantor named in this Agreement nor any future owner of the Servient Tenement will be liable under any of the covenants and agreements contained in this Agreement where such liability arises by reason of an act or omission occurring after the Grantor named in this Agreement or any future owner of the Servient Tenement ceases to have any further interest in the Servient Tenement.

14. SALE OF SERVIENT TENEMENT

The Grantor hereby covenants and agrees that it will not sell, transfer or otherwise dispose of the whole or any part of the Servient Tenement to any person, trust, corporation, partnership or other entity (a "**Purchaser**") unless the Grantor includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the Purchaser in favour of the Grantee whereby the Purchaser:

- (a) acknowledges that the Purchaser is aware of the terms of this Agreement; and
- (b) assumes and agrees to observe and perform the terms of this Agreement.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

16. INTERPRETATION

- (a) Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.
- (c) Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Servient Tenement in any manner which does not unreasonably interfere with the exercise by the Grantee of the covenant hereby granted.

17. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts and delivered by facsimile or pdf email transmission and each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as noted on Part I of this instrument on the day and year written thereon.

**SCHEDULE “H”
DISTRICT MATERIAL TRANSFER SITE LICENCE**

[see attached]

**LICENCE AGREEMENT
(DISTRICT MATERIAL TRANSFER SITE LICENCE)**

THIS LICENCE AGREEMENT is made as of _____, 2024,

BETWEEN:

BRITISH PACIFIC PROPERTIES LIMITED, INC. NO. 438330, a company incorporated under the laws of British Columbia, and having its offices at 1001 – 100 Park Royal, West Vancouver, B.C., V7T 1A2

(the “Licensor”)

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a municipal corporation pursuant to the *Local Government Act*, and having its offices at 750 – 17th Street, West Vancouver, B.C., V7V 3T3

(the “Licensee”)

WITNESSES THAT WHEREAS:

A. The Licensee and the Licensor have entered into an agreement entitled the “Cypress Village Land Agreement” and dated for reference April 16th, 2024 (the “**Land Agreement**”);

B. Pursuant to the Land Agreement, the Licensor acquired from the Licensee certain lands located in West Vancouver, British Columbia and legally described as:

PID: 010-095-641
LOT B (EXPLANATORY PLAN 2521) BLOCK 2 DISTRICT LOT 888 GROUP 1 NEW WESTMINSTER DISTRICT

(the “**Lands**”);

C. Prior to the transfer of the Lands to the Licensor, the Licensee owned, used and occupied the Lands for the purposes of, *inter alia*, the storage, handling, processing, staging, and hauling of materials such as rocks, asphalt, gravel and soils (collectively, the “**Materials**”);

D. Pursuant to the Land Agreement, the Licensor agreed to grant to the Licensee and the Licensee agreed to accept a non-exclusive licence (the “**Licence**”) to use and occupy the Licence Area (as defined herein) for the Term (as defined herein) for the purposes of, *inter alia*, winding up its existing operations, remediating the Licence Area (as contemplated herein) and relocating the Licensee’s materials handling uses to a different location.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the Licensee to the Licensor, the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 Defined Terms. For the purposes of this Licence Agreement, the following terms have the following meanings:

- (a) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia or other day that the Land Title Office is not open for business;
- (b) “**Commencement Date**” means [REDACTED], 202[4]; [NTD: this will be the First Closing Date as defined in the Land Agreement]
- (c) “**Environmental Laws**” means all statutes, regulations, orders, bylaws, permits, standards, guidelines, policies and other laws, including the principles of common law and equity, now or hereafter applicable to the Lands, including the Licence Area, relating in any way to health, occupational health and safety, product liability, transportation of dangerous goods or the protection of people, plants, animals or the environment;
- (d) “**Extended Term**” has the meaning set out in Section 3.2(b)(ii);
- (e) “**Final Adoption**” means enactment by the District of West Vancouver Council of, *inter alia*, the Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5205, 2024, Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5206, 2024 and Phased Development Agreement Authorization Bylaw No. 5207, 2024;
- (f) “**Hazardous Substances**” means all substances, the storage, handling, transport, disposal or release of which is controlled or regulated by any Environmental Laws, and the presence of which, in concentrations above prescribed standards, may necessitate, invite or permit a governmental authority to require remedial or investigatory action under any Environmental Laws;
- (g) “**Land Agreement**” has the meaning set out in Recital A;
- (h) “**Lands**” has the meaning set out in Recital B;
- (i) “**Licence**” has the meaning set out in Section 2.1;
- (j) “**Licence Agreement**” means this Licence Agreement and all Schedules to this Licence Agreement and all supplemental agreements or other agreements in amendment or confirmation hereof;
- (k) “**Licence Fee**” has the meaning set out in Section 2.3;
- (l) “**Licence Area**” means that portion of the Lands comprising the existing cleared footprint of approximately 4,296.9 square metres that is south of an existing statutory right of way containing the Westmount access road, as shown outlined in bold and labelled “Licence Area” on the sketch plan attached hereto as Schedule “A”;
- (m) “**Licensor’s Personnel**” means, collectively, the elected officials, officers, employees, agents, contractors (including third-party contractors referred to in Section 2.2), licensees, permittees, nominees and delegates of the Licensor;
- (n) “**Licensor’s Property**” has the meaning set out in Section 5.13(d);
- (o) “**Licensor’s Personnel**” means, collectively, the officers, employees, agents, contractors, licensees, permittees, nominees and delegates of the Licensor, but excluding the Licensee;
- (p) “**Materials**” has the meaning set out in Recital C;
- (q) “**Outstanding Amounts**” has the meaning set out in Section 5.14;
- (r) “**Permitted Uses**” has the meaning set out in Section 2.1;

- (s) "Phase II ESA" has the meaning set out Section 6.2;
- (t) "Prior Charges" means, collectively, the legal notations, charges, liens and interests set out on the title search print attached here to as Schedule "B";
- (u) "Remainder Lands" has the meaning set out in Section 6.2;
- (v) "Remediation Obligations" has the meaning set out in Section 3.2; and
- (w) "Term" has the meaning set out in Section 3.1.

1.2 Schedules. The following schedules are attached hereto and form part of the Licence Agreement:

- (a) Schedule "A" – Sketch Plan of Portion of Lands within which the Licence Area is Located; and
- (b) Schedule "B" – Title Print for Lands.

2. GRANT OF LICENCE, PERMITTED USES AND LICENCE FEE

2.1 Grant of Licence and Use. The Licensor hereby grants to the Licensee a non-exclusive licence (the "Licence") for the Licensee and the Licensee's Personnel to use the Licence Area for the sole purposes of:

- (a) Materials handling;
 - (b) Materials processing;
 - (c) Materials staging;
 - (d) Materials hauling;
 - (e) sediment and erosion control activities, as contemplated in Section 5.3; and
 - (f) conducting environmental site assessments in accordance with Land Agreement and remediating the Licence Area to the extent required by this Licence Agreement, and by the terms of the Land Agreement,
- (collectively, the "Permitted Uses"),

all in accordance with all applicable laws, including, without limitation, all applicable Environmental Laws and Licensee bylaws.

2.2 Licensee's Use of Contractors. The Licensor and Licensee acknowledge and agree that the Licensee may retain third-party contractors to carry out one or more of the Permitted Uses set out in Section 2.1.

2.3 Licence Fee and Utilities. The Licence fee for the Term will be the sum of \$10.00 plus GST, payable by the Licensee to the Licensor by way of cash, certified cheque or bank draft, in full, on or before the Commencement Date (the "Licence Fee"). The Licence Fee does not include, and the Licensee will be responsible for, any costs with respect to utilities that may be incurred in connection with the Licence Area during the Term.

3. TERM AND EXTENSION

3.1 **Term.** Subject to Section 3.2 below, the Licence hereby granted is for a term that commences at 12:00 a.m. on the Commencement Date and terminates at 11:59 p.m. on the date that is three (3) years after the date of Final Adoption (the “Term”). Upon expiry of the Term, the Licence Agreement will be at an end and of no further force or effect, save and except as expressly set out herein.

3.2 **Extension.** The Licensor and Licensee each acknowledge and agree that if the Licensee, acting in good faith and using reasonable commercial efforts, has commenced its environmental obligations under Article 6 of this Licence Agreement and Article 14 of the Land Agreement (collectively, the “Remediation Obligations”) but cannot fulfill such Remediation Obligations prior to the expiry of the Term, then:

- (a) the Licensee will, not later than thirty (30) days prior to the expiry of the Term, provide the Licensor with a reasonable, good faith estimate, as to when it expects to fully complete its obligations; and
- (b) the Licensor may, at its option, either:
 - (i) elect to complete the remaining Remediation Obligations (which, for certainty, include any obligations on the District to remediate the Remainder Lands pursuant to the Land Agreement) itself, at the Licensee’s sole cost; or
 - (ii) grant to the Licensee an extension of the Term, for such period (the “Extended Term”) as the Licensor and Licensee may agree, each acting reasonably, to facilitate the Licensee’s completion of the Remediation Obligations; and
- (c) if the Term of this Licence Agreement is extended pursuant to Section 3.2(b)(i) above, the Licence will be on the same terms and conditions as set out in the Licence Agreement, save and except that:
 - (i) the only Permitted Use that may be carried out on the Licence Area by the Licensee or the Licensee’s Personnel is the use set out in Section 2.1(f) above; and
 - (ii) this Section 3.2 will be deleted.

3.3 **Early Termination.** The Licensee, at its option, may terminate this License before the expiry of the Term or Extended Term, but only if:

- (a) the Licensee’s Remediation Obligations have been completed to the Licensor’s satisfaction in accordance with the terms of this Licence Agreement and Article 14 of the Land Agreement; or
- (b) the Licensor is agreeable to completing the Licensee’s remaining Remediation Obligations on the Licensee’s behalf, at the Licensee’s sole cost.

4. CONDITION OF LICENCE AREA

4.1 **Condition of the Licence Area.** The Licence Area is licensed to the Licensee on an "as-is where-is" basis, and the Licensor makes no representations or warranties as to the suitability of the Licence Area for the Permitted Uses, the extent to which the Licence Area complies with applicable zoning, health or safety standards or applicable laws or the status of the Licence Area under Environmental Laws.

5. THE LICENSEE'S OBLIGATIONS

- 5.1 **Access Restrictions.** The Licensee will not permit any persons other than the Licensee's Personnel to have access to or use of the Licence Area and will be solely responsible for the activities of such persons.
- 5.2 **No Expansion of Footprint.** The Licensee will not expand the footprint of any Materials pile and sorting area for the Materials beyond the boundaries of the Licence Area. The Licensee may delineate the Licence Area (e.g. with loc-blocks) during the Term.
- 5.3 **Sediment and Erosion Control.** The Licensee will, at its sole cost and expense, install and maintain all sediment and erosion controls required in connection with the Licensee's use of and operations on the Licence Area, and the Licensee will ensure that such sediment and erosion controls comply with all laws, including, without limitation, all applicable bylaws of the District of West Vancouver.
- 5.4 **No Interference with Prior Charges.** The Licensee will not carry out or permit to be carried out any activities within the Licence Area that interfere with or obstruct any of the rights granted to any person pursuant to the Prior Charges and will not cause the Licensor to be in breach of any terms and conditions of the Prior Charges.
- 5.5 **Compliance with Laws.** The Licensee will, at its cost, promptly comply with and observe, and will cause the Licensee's Personnel to comply with and observe, all bylaws, ordinances, statutes, regulations and orders at any time in force during the Term which are applicable to the use and occupation of the Licence Area by the Licensee, including, without limiting the generality of the foregoing, the *Fire Code* (British Columbia), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (British Columbia) and its regulations, the *Water Act* (British Columbia), the *Environmental Management Act* (British Columbia), the *Workers Compensation Act* (British Columbia) and all regulations thereunder, as well as all operating standards and permit requirements which relate, directly or indirectly, to the use of the Licence Area by the Licensee for the purposes set out in Section 2.1 above.
- 5.6 **Damage.** Any damage (including, without limitation, environmental damage) to the Licence Area or any part thereof, to any improvements thereon, or to any lands or improvements adjacent thereto, caused by the Licensee, or the Licensee's Personnel, during the Term will be the sole responsibility of the Licensee. In the event that such damage (including, without limitation, environmental damage) is caused by the Licensee or the Licensee's Personnel to the Licence Area or any part thereof, to any improvements thereon, or to any lands or improvements adjacent thereto, in the exercise of the Licensee's rights under the Licence Agreement, the Licensee will, at the Licensor's option, either:
- (a) restore the affected portions of the Licence Area, any improvements thereon, or any lands or improvements adjacent thereto, as applicable, as closely as is practicable to their condition prior to the damage; or
 - (b) fully compensate the Licensor in respect of any damage done.
- 5.7 **Repair and Maintenance.** The Licensee, at its sole cost and expense, will expeditiously and diligently repair and maintain the Licence Area and any improvements installed or constructed thereon as would a prudent licensee and will keep same in a tidy and safe condition at all times.
- 5.8 **Builder's Liens.** The Licensee will not suffer or permit any liens under the *Builders Lien Act* (British Columbia) to be registered against title to the Lands by reason of labour, services or materials supplied to the Licensee. In the event that any lien is so filed, the Licensee will take immediate action to cause

same to be removed. The Licensee will indemnify and hold the Licensor harmless against any claims, demands, actions, causes of action, losses, damages, expenses, costs and liabilities, including those of solicitors and other professional advisors, arising out of the supply of goods, materials, services or labour in connection with any work done or caused to be done to the Lands or the Licence Area by the Licensee or those for whom the Licensee is responsible. The Licensor may, but will not be obliged to, discharge any such lien at any time, if, in the Licensor's judgement, the Lands or the Licensee's licence interest therein becomes liable to any forfeiture or sale or is otherwise in jeopardy and any amount paid by the Licensor in so doing, together with all reasonable costs and expenses of the Licensor, will be reimbursed to the Licensor by the Licensee forthwith upon demand.

- 5.9 Insurance.** The Licensee will, without limiting its obligations and liabilities under the Licence Agreement and at its sole expense, provide and maintain at all times during the Term commercial general liability insurance on an occurrence basis, in an amount not less than Canadian \$5,000,000.00 per occurrence against death, bodily injury and property damage. All insurance will be effected with insurance companies and brokers, upon terms and conditions satisfactory to the Licensor, and the insurance policies will be endorsed to add the Licensor as an additional insured and will include cross liability and severability of interests such that the coverage will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The Licensee will deliver, in writing to the Licensor, evidence, in a form satisfactory to the Licensor, of the insurance in place prior to the Commencement Date.
- 5.10 Release.** The Licensee will not have any claim or demand against the Licensor for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Licence Area or to any person or property, including without limitation any equipment, materials, supplies or other articles, affects and things removed from or erected, brought, placed, made or being on or about the Licence Area by the Licensee or the Licensee's Personnel. All goods and other property of the Licensee brought onto, kept or stored on or removed from the Licence Area by the Licensee or the Licensee's Personnel will be brought onto, kept or stored on or removed from the Licence Area at the sole risk of the Licensee. The Licensee hereby waives all rights it may have at law or at equity to claim against the Licensor in connection with the Licensee's use of the Licence Area, except to the extent caused by acts or omissions of the Licensor or the Licensor's Personnel during the Term.
- 5.11 Indemnity.** Notwithstanding any other provision of the Licence Agreement, the Licensee will indemnify and save harmless the Licensor and the Licensor's Personnel from and against any and all payments and liabilities claims, suits, actions, including actions of third parties, damages and costs, penalties, fines and fees (including legal fees on a solicitor and own client basis) which the Licensor or the Licensor's Personnel may suffer or incur out of or in connection with:
- (a) any breach or non-performance of the obligations of the Licensee under the Licence Agreement;
 - (b) any loss or damage to property of the Licensor howsoever caused by the use and occupation of the Licence Area by the Licensee or the Licensee's Personnel during the Term;
 - (c) any personal injury or bodily injury, including death, of any person on the Licence Area for whom the Licensee is in law responsible;
 - (d) any wrongful act or neglect of the Licensee or the Licensee's Personnel in or about the Licence Area or arising out of or in connection with the use of the Licence Area by the Licensee or the Licensee's Personnel; or

- (e) any damage to the Lands or the Licence Area arising directly or indirectly as a result of the Licensee's use and occupation of the Licence Area.
- 5.12 **Assignment and Sublicensing.** The Licence herein is personal to the Licensee. The Licensee will not assign or transfer the Licence Agreement and will not permit or suffer any other person to occupy the whole or any part of the Licence Area (except as contemplated in Section 2.2 above) without the prior written approval of the Licensor, which approval may be withheld at the Licensor's sole and absolute discretion.
- 5.13 **Surrender of Licence Area.** Upon the expiration, or earlier termination of the Licence Agreement, the Licensee will, at its sole cost:
- (a) cease all operations on the Licence Area;
 - (b) surrender vacant possession of the Licence Area to the Licensor;
 - (c) leave the Licence Area in a safe and clean condition to the satisfaction of the Licensor;
 - (d) remove and salvage, as applicable, the Licensee's Materials, equipment, personal property and chattels, as well as all material piles, non-native materials, rubbish, debris, garbage, trash, refuse or other items of the Licensee (collectively, the "Licensee's Property") from the Licence Area;
 - (e) leave the Licence Area in a vacant and tidy condition; and
 - (f) if applicable, cease all activities on the Remainder Lands and leave the Remainder Lands in a safe and clean condition to the satisfaction of the Licensor.
- 5.14 **Outstanding Amounts.** In the event that the Licensee does not remove the Licensee's Property in accordance with Section 5.13, the same will, within five calendar days following the expiration or earlier termination of the Term, become the sole property of the Licensor, free of all encumbrances, or the Licensor may, at its option, enforce the removal of the Licensee's Property by the Licensee, failing which the Licensor, may at the Licensee's sole cost, proceed to auction, sell, salvage or otherwise remove and dispose of the Licensee's Property without any liability for loss or damage. All of the Licensor's costs of auction, sale, salvage, removal or disposal of the Licensee's Property, together with any other amounts due and owing the Licensor (collectively, the "Outstanding Amounts") will be paid to the Licensor from the proceeds of sale of the Licensee's Property, if any. If there are no proceeds of sale, or if the proceeds of sale are insufficient to cover all of the Licensor's expenses, plus overhead of 10%, the Licensee will repay the Licensor the Outstanding Amounts forthwith upon receipt from the Licensor of an invoice detailing the Outstanding Amounts incurred.
6. **LICENSEE'S ENVIRONMENTAL OBLIGATIONS**
- 6.1 **Site Remediation.** The District will complete its Remediation Obligations pursuant to the terms of this Licence Agreement and Article 14 of the Land Agreement on or before the expiry of the Term, or the Extended Term, if applicable, subject only to Section 3.2(b)(i) above.
- 6.2 **Remediation of Remainder Lands.** Pursuant to the terms of the Land Agreement, the Licensee is required to obtain a Phase II Environmental Site Assessment ("Phase II ESA") of the Lands not later than three (3) months after the Commencement Date. If the Phase II ESA reveals contamination of any portions of the Lands outside of the Licence Area (the "Remainder Lands"), the Licensee acknowledges and agrees that it will remediate such portions of the Remainder Lands in accordance with the Land Agreement and the Licensor hereby grants to the Licensee a temporary, non-exclusive

licence over such portions of the Remainder Lands, as necessary, to carry out such remediation in accordance with the Land Agreement, provided that such additional licence rights will terminate upon the expiration or earlier termination of this Licence Agreement or upon the Licensor's decision to complete such obligations on behalf of the District at the District's cost.

6.3 Hazardous Substances.

- (a) During the Term and, if applicable, the Extended Term, the Licensee will use its best efforts to conduct its activities on the Licence Area in compliance with all Environmental Laws, including, without limitation:
 - (a) handling, using, storing, managing and disposing of all Hazardous Substances used on the Licence Area in compliance with all Environmental Laws;
 - (b) immediately reporting any spills, emissions or discharges of Hazardous Substances to the Licensor and to all applicable government authorities, as required by Environmental Laws; and
 - (c) remediating the Licence Area in the event of any such unpermitted spills, emissions or discharges to the extent necessary to comply with Environmental Laws, without requiring or resorting to use restrictions or risk assessment in relation to such compliance and reporting promptly to the Licensor and providing all information that the Licensor or any relevant regulatory authority may reasonably request concerning such remediation work.
- (b) The Licensee will own and be responsible for all Hazardous Substances created, brought on, emitted or left on the Licence Area by the Licensee and for any variances from Environmental Laws caused by the Licensee or those for whom it is responsible for at law prior to the termination or expiry of the Licence Agreement. Without limiting the Licensee's obligations in Section 6.1(a) above, the Licensee will:
 - (a) remediate or remove such Hazardous Substances; or
 - (b) bring itself into compliance with Environmental Laws,if directed to do so by the Licensor, where there is created, in the Licensor's reasonable opinion, a risk to the Licence Area or lands adjacent to the Licence Area.
- (c) The Licensor, may, but is not obligated to, undertake, at the Licensee's sole expense, the performance of any necessary work in order to complete such obligations of the Licensee. Having commenced such work, the Licensor will have no obligation to the Licensee to complete such work.

6.4 Environmental Indemnity and Release. The Licensee acknowledges and agrees that prior to the Licensor's acquisition of the Lands pursuant to the Land Agreement, the Licensee has been the owner and occupier of the Lands and Licence Area and accordingly, without limiting the generality of the release set out in Section 5.10 or the indemnity set out in Section 5.11, the Licensee hereby agrees to release and indemnify and save harmless the Licensor and the Licensor's Personnel in respect of any and all losses, costs, expenses, fines, penalties, payments, damages, liabilities, claims and demands whatsoever (including, without limitation, all solicitor fees on a solicitor and own client basis), directly or indirectly incurred, sustained or suffered by the Licensor or the Licensor's Personnel, relating to, arising out of, resulting from or in any way connected with:

- (a) any breach by the Licensee of its obligations in Section , or

- (b) the presence on or migration from the Lands of any Hazardous Substances, caused by or attributable to, either directly or indirectly, any act or omission of the Licensee or the Licensee's Personnel or any person for whom the Licensee is responsible prior to the expiration or termination of this Licence Agreement, including, without limitation, all costs and expenses arising from compliance with Environmental Laws and all costs and expenses of any remediation and restoration of the Licence Area and any lands adjoining or in the vicinity of the Licence Area required or mandated by Environmental Laws.

7. LICENSOR'S RESERVATIONS

- 7.1 **Temporary Closure of Access Routes.** Notwithstanding the Licence granted to the Licensee pursuant to Section 2.1, the Licensor may, from time to time, upon not less than thirty (30) days prior written notice to the Licensee, temporarily close any access route to the Licence Area, provided that the Licensor at its cost ensures that at least one access route to the Licence Area, which is acceptable to the Licensee, acting reasonably, remains open and operational at all times.
- 7.2 **Inspection.** The Licensor, by its authorized representatives, may enter the Licence Area at any time to inspect the Licence Area for the purpose of ensuring the Licensee's compliance with the Licence Agreement.

8. DEFAULT

- 8.1 **Default.** In the case of breach or non-performance of any of the covenants or agreements herein contained on the part of the Licensee, the Licensor may, without further notice, at its option, cancel, terminate and annul the Licence Agreement forthwith and re-enter the Licence Area. If the Licence Agreement is terminated pursuant to this Section 8.1, the Licensee will not be entitled to any compensation for any portion of the prepaid Licence Fee set out in Section 2.3 above.
- 8.2 **Remediation Obligations Survive.** Without limiting the generality of Section 9.2, the Licensee acknowledges and agrees that notwithstanding any termination of this Licence Agreement pursuant to Section 8.1, the Licensee is still obligated to fulfill its obligations under Article 6 of this Licence Agreement.

9. MUTUAL AGREEMENTS AND OBLIGATIONS

- 9.1 **Nature of Licence.** The Licensee's use and occupancy of the Licence Area will, under all circumstances, be viewed as a licence only and will not create or be deemed to create any interest in land in the Licence Area, or any portion thereof, whatsoever.
- 9.2 **Survival of obligations.** The obligations of the Licensee set out in Sections 5.6 [*Damage*], 5.8 [*Builder's Liens*], 5.10 [*Release*], 5.11 [*Indemnity*], 5.13 [*Surrender of Licence Area*], 5.14 [*Outstanding Amounts*], 6.1 [*Site Remediation*], 6.2 [*Remediation of Remainder Lands*], 6.3 [*Hazardous Substances*] and 6.4 [*Environmental Indemnity and Release*] will survive the expiration or earlier termination of the Licence Agreement, notwithstanding anything in the Licence Agreement to the contrary.
- 9.3 **Entire Agreement.** Except as expressly set out herein, there are no representations, warranties, conditions or collateral agreements between the Licensor and the Licensee, and the Licence Agreement constitutes the whole of the agreement between such parties with respect to the Licence Area.

9.4 **Severance.** If any section, subsection, sentence, clause or phrase in the Licence Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of the Licence Agreement. The parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend the Licence Agreement so as to reflect its original spirit and intent.

9.5 **Enurement.** The Licence Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9.6 **Notices.** Any demand or notice which may be given pursuant to the Licence Agreement will be in writing and delivered by hand, emailed or sent by postage prepaid mail and addressed to the parties as follows:

(a) to the Licensor:

British Pacific Properties Limited
1001 – 100 Park Royal
West Vancouver, B.C., V7T 1A2

Attention: Geoffrey Croll, President
Email: groll@britishproperties.com

with a copy to the Licensor's solicitors:

Civic Legal LLP
710 – 900 West Hastings Street
Vancouver, B.C., V6C 1E5

Attention: Pam Jefcoat, Partner
Email: pam@civiclegal.ca

(b) to the Licensee:

District of West Vancouver
750 – 17th Street
West Vancouver, B.C., V7V 3T3

Attention: Director, Planning and Development Services
Email: jbailey@westvancouver.ca; planning@westvancouver.ca

with a copy to:

Young Anderson
1616 – 808 Nelson Street
Vancouver, B.C., V6Z 2H2

Attention: Guy Patterson
Email: patterson@younganderson.ca

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be the day of delivery if delivered by hand, the day of transmittal if sent by email, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices and demands will be delivered or sent by email rather than mailed.

- 9.7 **Waiver.** No waiver of any provision of the Licence Agreement is binding unless it is in writing and signed by both the Licensor and the Licensee. No failure to exercise and no delay in exercising any right or remedy under the Licence Agreement will be deemed a waiver of that right or remedy. Any waiver by the Licensor of any breach of a term, covenant or condition of the Licence Agreement will not be construed to be a waiver of any subsequent breach of the term, covenant or condition or another term, covenant or condition.
- 9.8 **Remedies Cumulative.** The rights and remedies under the Licence Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 9.9 **Governing Laws.** The Licence Agreement is governed by and is to be enforced, construed and interpreted in accordance with the laws of British Columbia.
- 9.10 **Independent Legal Advice.** The Licensee acknowledges and agrees that it has obtained, or has had the opportunity to obtain, independent legal advice with respect to the contents and consequences of the Licence Agreement and that it has been advised of and understands the effects and liabilities and obligations contained in the Licence Agreement.
- 9.11 **Counterparts.** The Licence Agreement may be executed and delivered in any number of counterparts as may be necessary and delivered by facsimile with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same instrument.

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

BRITISH PACIFIC PROPERTIES LIMITED,
by its authorized signatory(ies):

DISTRICT OF WEST VANCOUVER,
by its authorized signatory(ies):

Name:
Title:

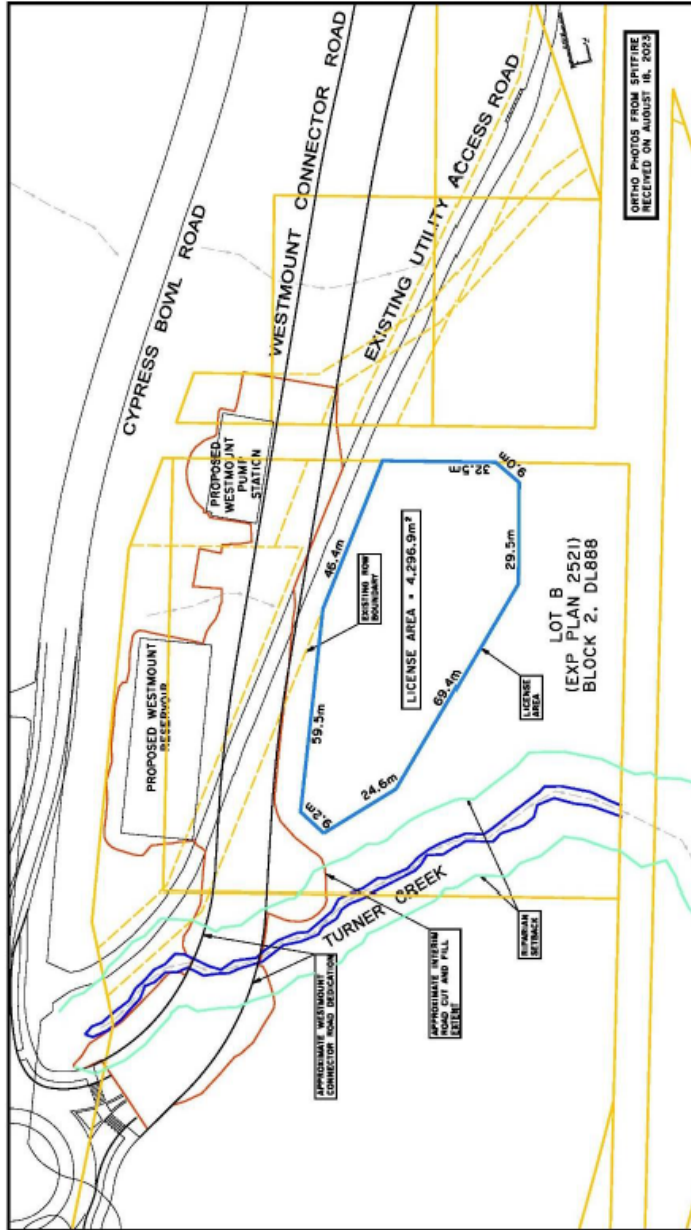
Name:
Title:

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Title:

Name:
Title:

SCHEDULE "A"

SKETCH PLAN OF LICENCE AREA



CYPRESS VILLAGE
DWV MATERIAL TRANSFER FACILITY - LICENSE AREA

SCALE 1:1000

I:\sdp\p\m\PROJECTS\CW\Drawings\DWV\Handling\Facility\DWV\DWV.dwg 22/02/27 4:17:41 PM

TITLE PRINT FOR LANDS

[see attached]

[NTD: updated title print to be attached showing prior charges as of the Commencement Date.]

SCHEDULE "I"
PARK USE COVENANT

[see attached]

TERMS OF INSTRUMENT – PART 2

**RESTRICTIVE COVENANT
(PARK USES)**

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
750 - 17th Street
West Vancouver, B.C.
V7V 3T3

(the “**Grantor**”)

AND:

BRITISH PACIFIC PROPERTIES LIMITED
(Inc. No. BC0438330)
1001 - 100 Park Royal South
West Vancouver, B.C.
V7T 1A2

(the “**Grantee**”)

WHEREAS:

- A. The Grantor is the registered and beneficial owner in fee simple of the District Lands and the Servient Tenement (collectively, the “**Eagleridge Park Lands**”);
- B. The Grantee is the registered and beneficial owner in fee simple of the Dominant Tenement;
- C. The Grantor and Grantee have agreed to enter into this Agreement for the purposes of restricting the uses of the Servient Tenement to Park, until the municipal council of the Grantor (the “**Council**”) adopts a bylaw dedicating the Servient Tenement as Park; and
- D. The Grantor has agreed to grant a restrictive covenant (the “**Restrictive Covenant**”) over the Servient Tenement for the benefit of the Dominant Tenement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS

- (a) “**Agreement**” means this agreement and includes all recitals to this agreement and all instruments comprising this agreement;

- (b) “**Council**” has the meaning set out in Recital C;
- (c) “**District Lands**” means, collectively, those lands and premises situated in West Vancouver, British Columbia and legally described as:
 - (i) PID: 015-906-094, Lot A (Reference Plan 1328) District Lot 2386 Group 1 New Westminster District Except: Portions in Reference Plans 987 and 1831 and Part in Highway Plan 52 and Part Dedicated Road on Plan BCP23205;
 - (ii) PID: 015-906-183, District Lot 2386 Group 1 New Westminster District Except Portions in Reference Plans 1328,1831, 4095 and Part in Highway Plan 52 and Part Dedicated Road on Plan BCP23205;
 - (iii) PID: 024-293-431, Lot A (Reference Plan 1831) District Lot 1495 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52; Secondly: Part Dedicated Road on Plan BCP23203;
 - (iv) PID: 015-871-771, District Lot 3475 Group 1 New Westminster District;
 - (v) PID: 015-947-009, District Lot 1496 Group 1 New Westminster District Except Part in Plan 20120;
 - (vi) PID: 015-946-916, Block B (Reference Plan 2164) District Lot 1493 Group 1 New Westminster District Except Portions in Reference Plan 4162 and Highway Plan 52 and Part Dedicated Road On Plan BCP23218; and
 - (vii) PID: 007-057-164, Lot G District Lot 1494 Plan 19214;
- (d) “**Dominant Tenement**” has the meaning set out in Schedule “A”;
- (e) “**Eagleridge Park Lands**” has the meaning set out in Recital A;
- (f) “**Park**” has the meaning given in Section 110 [*Definitions*] of the Zoning Bylaw, as may be amended or replaced from time to time;
- (g) “**Park Dedication Bylaw**” means a bylaw adopted by the Council dedicating the Servient Lands as Park;
- (h) “**Restrictive Covenant**” has the meaning set out in Recital D;
- (i) “**Servient Tenement**” means, collectively, those lands and premises situated in West Vancouver, British Columbia and legally described as:

- (i) PID: 015-848-329, Lot E (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except Parts Dedicated Road on Plan BCP23208 and EPP64648; and
- (ii) PID: 015-848-353, Lot F (Explanatory Plan 9412) District Lot 1494 Group 1 New Westminster District Except: Firstly: Part in Highway Plan 52, Secondly: Part in Plan LMP25925, Thirdly: Part in Highway Plan 118, Fourthly: Part in Highway Plan 126, Fifthly: Part in Highway Plan 12, Sixthly: Part Plan LMP49608, Seventhly: Part dedicated road on Plan BCP23208, Eighthly: Part dedicated road on Plan BCP23212, Ninthly: Part Now Road see EPP64645; Tenthly: Part Now Road See EPP 64646, Eleventhly: Part Now Road See EPP64647, Twelfthly: Part Now Road see EPP 64648, Thirteenthly: Part Now Road see EPP66708; and
- (j) **“Zoning Bylaw”** means the District of West Vancouver’s Zoning Bylaw No. 4662, 2010, as may be amended or replaced from time to time.

2. RESTRICTIVE COVENANT

The Grantor, as owner of the Servient Tenement, hereby covenants and agrees with the Grantee, as owner of the Dominant Tenement, for the benefit of the Dominant Tenement, that notwithstanding any provisions of the Zoning Bylaw:

- (a) subject to Section 3 below, the Grantor shall not use, or permit to be used, the Servient Tenement, or any portion thereof, for any use other than Park and such other uses that are subordinate to and customarily associated with, or incidental to, or necessary for the use of the Servient Tenement, or any portion thereof, as Park; and
- (b) the Grantor shall not erect or construct, nor permit to be erected or constructed, any building or structure on the Servient Tenement, or any portion thereof, unless the building or structure:
 - (i) is for the purpose of, or in support of use of, the Servient Tenement as a Park as described in Section 2(a) above; or
 - (ii) is permitted pursuant to Section 3(b) below.

3. RESERVATIONS

Notwithstanding Section 2 above, the Grantee acknowledges and agrees that this Agreement shall not be interpreted as limiting or restricting:

- (a) uses authorized by charges registered against title to any of the parcels comprising the Eagleridge Park Lands as of the execution date of this Agreement; or

- (b) uses, including buildings, structures, reservoirs, access roads and other utility works, associated with the provision of municipal water, sewer and drainage services;

4. TERMINATION AND DISCHARGE OF COVENANT

The Grantee agrees that the Restrictive Covenant shall be automatically terminated and of no further force or effect if the Council adopts a Park Dedication Bylaw, in which case the Grantee will, upon the Grantor's written request, execute and deliver a discharge of this Agreement from title to the Servient Tenement, provided however that:

- (a) the Grantee has no obligation to execute such discharge until a written request therefor from the Grantor is received by the Grantee; and
- (b) the Grantee has a reasonable time within which to execute the discharge and return the same to the Grantor for registration.

5. RUNS WITH THE SERVIENT TENEMENT AND DOMINANT TENEMENT

The burden of the Restrictive Covenant shall run with and bind the Servient Tenement. The benefit of the Restrictive Covenant shall be annexed to and run with and be appurtenant to the Dominant Tenement and each and every part into which the Dominant Tenement may be subdivided or consolidated.

6. ACKNOWLEDGEMENTS

The Grantor and the Grantee acknowledge and agree that:

- (a) the granting of the Restrictive Covenant in this Agreement enhances the value and otherwise benefits the present and future use of the Dominant Tenement;
- (b) the covenants and restrictions contained in Section 2 are necessary generally for preserving the value of each of the lots comprising the Dominant Tenement; and
- (c) any breach or violation of the covenants and restrictions contained in Section 2 shall not be susceptible of adequate relief by way of damages alone, and that in addition to any other remedies to which the Grantee may at any time be entitled at law or in equity, the Grantee shall be entitled to obtain injunctive relief in any court of competent jurisdiction.

7. NO OBLIGATION ON GRANTOR

Nothing contained in Section 2 of this Agreement shall obligate or be construed to obligate the Grantor to expend any money in complying with its obligations under Section 2 hereof other than to remedy a breach or violation of the terms thereof.

8. WAIVER

The Grantor covenants and agrees with the Grantee that any failure by the Grantee to enforce in any way the covenants and restrictions contained in Section 2 or any other provision of this Agreement, upon any breach or violation thereof, shall not constitute a waiver in whole or in part by the Grantee of any such breach or violation or any other breach or violation, and any waiver shall only be effective and binding if made in writing and signed by the Grantee.

9. NOTICE

Whenever notice is to be given to a party under this Agreement, notice shall be deemed to have been given when delivered personally or when mailed by prepaid registered mail to the party, on the sixth day following the date of mailing, so long as the notice is mailed to the party at the most recent address shown on title to the lands in the records of the Land Title Office for the party, or to whatever address the parties may from time to time advise in writing.

10. SEVERABILITY

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, the invalid or unenforceable portion will be severed and the decision that it is invalid or unenforceable will not affect the validity or enforceability of the remainder of this Agreement.

11. PRIORITY

The Grantor agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Servient Tenement, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands or any portion thereof; or
- (b) which the Grantee has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

12. FURTHER ACTS

The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be reasonably necessary to give proper effect to the intention of this Agreement.

13. LIABILITY

Notwithstanding anything contained in this Agreement, neither the Grantor named in this Agreement nor any future owner of the Servient Tenement will be liable under any of the covenants and agreements contained in this Agreement where such liability arises by reason of an act or omission occurring after the Grantor named in this Agreement or any future owner of the Servient Tenement ceases to have any further interest in the Servient Tenement.

14. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

15. INTERPRETATION

- (a) Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.
- (c) Nothing in this Agreement will be interpreted so as to restrict or prevent the Grantor from using the Servient Tenement in any manner which does not unreasonably interfere with the exercise by the Grantee of the covenant hereby granted.

16. SCHEDULES

The following Schedule is attached hereto and forms part of this Agreement:

- Schedule "A" Dominant Tenement

17. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts and delivered by facsimile or pdf email transmission and each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as noted on Part I of this instrument on the day and year written thereon.

SCHEDULE "A"
DOMINANT TENEMENT

For the purposes of the Agreement to which this Schedule "A" is attached, the term "**Dominant Tenement**" means, collectively, those lands and premises situated in West Vancouver, British Columbia and legally described as:

- (a) PID: 025-467-468
Lot 2 District Lot 888 Plan BCP389;
- (b) PID: 010-101-055
Part of District Lot 887 lying east of Lot A (Reference Plan 832), Except: Part on Plans 1831, 10299, 10338, 12522, Explanatory Plan 9459, Highway Plan 155, SRW Plan 92, Highway Plan 21;
- (c) PID: 025-467-484
Lot 4 District Lot 888 Plan BCP389;
- (d) PID: 015-847-098
District Lot 889, Except: SRW Plan LMP5105, SRW Plan BCP8546, SRW Plan EPP57875;
- (e) PID: 015-845-834
Lot A, District Lot 886, Reference Plan 517;
- (f) PID: 015-845-842
Lot B, District Lot 886, Reference Plan 506, Except: part outlined in red on Plan 15344, part subdivided by Plan LMP25926;
- (g) PID: 013-553-917
East ½ of East ½ of District Lot 1241, Except: Lot C Reference Plan 1455;
- (h) PID: 013-553-640
West ½ of East ½ of District Lot 1241;
- (i) PID: 015-847-128
District Lot 948;
- (j) PID: 010-059-326
Lot 5 Block A District Lot 888 Plan 2056;
- (k) PID: 010-059-334
Lot 6 Block A District Lot 888 Plan 2056;
- (l) PID: 010-059-351
Lot 7 Block A District Lot 888 Plan 2056;

- (m) PID: 010-059-385
Lot 8 Block A District Lot 888 Plan 2056;
- (n) PID: 010-059-407
Lot 9 Block A District Lot 888 Plan 2056;
- (o) PID: 010-059-466
Lot 10 Block A District Lot 888 Plan 2056;
- (p) PID: 010-059-474
Lot 11 Block A District Lot 888 Plan 2056;
- (q) PID: 010-059-491
Lot 12 Block A District Lot 888 Plan 2056;
- (r) PID: 010-059-504
Lot 13 Block A District Lot 888 Plan 2056;
- (s) PID: 010-059-741
Lot 4 Block B District Lot 888 Plan 2056;
- (t) PID: 010-059-784
Lot 5 Block B District Lot 888 Plan 2056;
- (u) PID: 010-059-806
Lot 6 Block B District Lot 888 Plan 2056;
- (v) PID: 010-059-822
Lot 7 Block B District Lot 888 Plan 2056;
- (w) PID: 010-059-857
Lot 8 Block B District Lot 888 Plan 2056;
- (x) PID: 010-060-197
Remainder Lot 3 Block C District Lot 888 Plan 2056, Except: SRW Plan
LMP12499;
- (y) PID: 010-060-545
Remainder Lot 3 Block D District Lot 888 Plan 2056, Except: SRW Plan
LMP12499;
- (z) PID: 010-060-731
Remainder Lot 14 Block D District Lot 888 Plan 2056, Except: SRW Plan
LMP12499;

- (aa) PID: 010-060-758
Lot 15 Block D District Lot 888 Plan 2056; and
- (bb) PID: 010-060-782
Lot 16 Block D District Lot 888 Plan 2056.

**ALTERNATIVE APPROVAL PROCESS
ELECTOR RESPONSE FORM**

District of West Vancouver Park Exchange Bylaw No. 5302, 2024, authorizing the disposal of Park Land

Pursuant to sections 84 and 86 of the *Community Charter*, I certify that:

- I am a person entitled to be registered as an elector (pursuant to sections 65 and 66 of the *Local Government Act*) within the District of West Vancouver (see information on page 2);
- I have not previously signed an Elector Response Form with respect to this Bylaw; and
- I am OPPOSED to the adoption of “Park Exchange Bylaw No. 5302, 2024” which authorizes disposal of 955 square meters of land currently dedicated as park and the dedication as park of 1,075.2 square meters of land currently dedicated as road.

The proposed disposal area is shown on plan EPP136132 which is shown as Figure 1 on Schedule A to the Bylaw as “PARK TO BE DISPOSED”, and the proposed dedication is shown on plan EPP136131 which is shown as Figure 2 on Schedule A to the Bylaw as “ROAD TO BE CLOSED”.

NAME OF ELECTOR:

_____ (Please Print Full Name)

ELECTOR’S STREET ADDRESS:

SIGNATURE OF ELECTOR:

DATE:

To be completed by Non-Resident Property Electors only

I am entitled to register as a non-resident property elector as an owner of the property legally described as:

Freedom of Information and Protection of Privacy Act Collection Notice

Your personal information will be collected for the purpose of counting elector responses to “Park Exchange Bylaw No. 5302, 2024”. This information is being collected by the District of West Vancouver under section 86 of the *Community Charter* and sections 26(c) and (e) of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection of this personal information, please contact the Privacy Officer, District of West Vancouver, at 604-921-3497.

For this elector response form to be counted, it must be submitted in person or by mail and received by the Corporate Officer, Legislative Services Department **NO LATER THAN 4 P.M. ON MONDAY, JULY 22, 2024.**

Postmarks **WILL NOT** be accepted as date of submission. **ORIGINAL SIGNATURES ARE REQUIRED; THE ELECTOR RESPONSE FORMS MAY NOT BE RETURNED BY EMAIL OR BY FAX.**

Approval of the electors by alternate approval process is obtained if fewer than 3,158 elector responses are received by the stated deadline.

Contact information for the District is as follows:

Legislative Services Department
750 – 17th Street, West Vancouver, BC V7V 3T3
Phone: 604-925-7004

Office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays.

INFORMATION REGARDING QUALIFICATIONS FOR ELECTORS

Qualifications for Resident electors:

- age 18 or older;
- a Canadian citizen;
- a resident of British Columbia for at least 6 months;
- a resident of the District of West Vancouver; and
- not disqualified from voting in an election by any enactment or by law.

Qualifications for Non-resident property electors:

- not entitled to register as a resident elector in the District of West Vancouver;
- age 18 or older;
- a Canadian citizen;
- a resident of British Columbia for at least 6 months;
- a registered owner of real property in the District of West Vancouver for at least 30 days;
- the only persons who are registered owners of the real property owned by the non-resident elector, either as joint tenants or tenants in common, are individuals who are not holding the property in trust for a corporation or another trust; and
- not disqualified from voting in an election by any enactment or by law.

Notes:

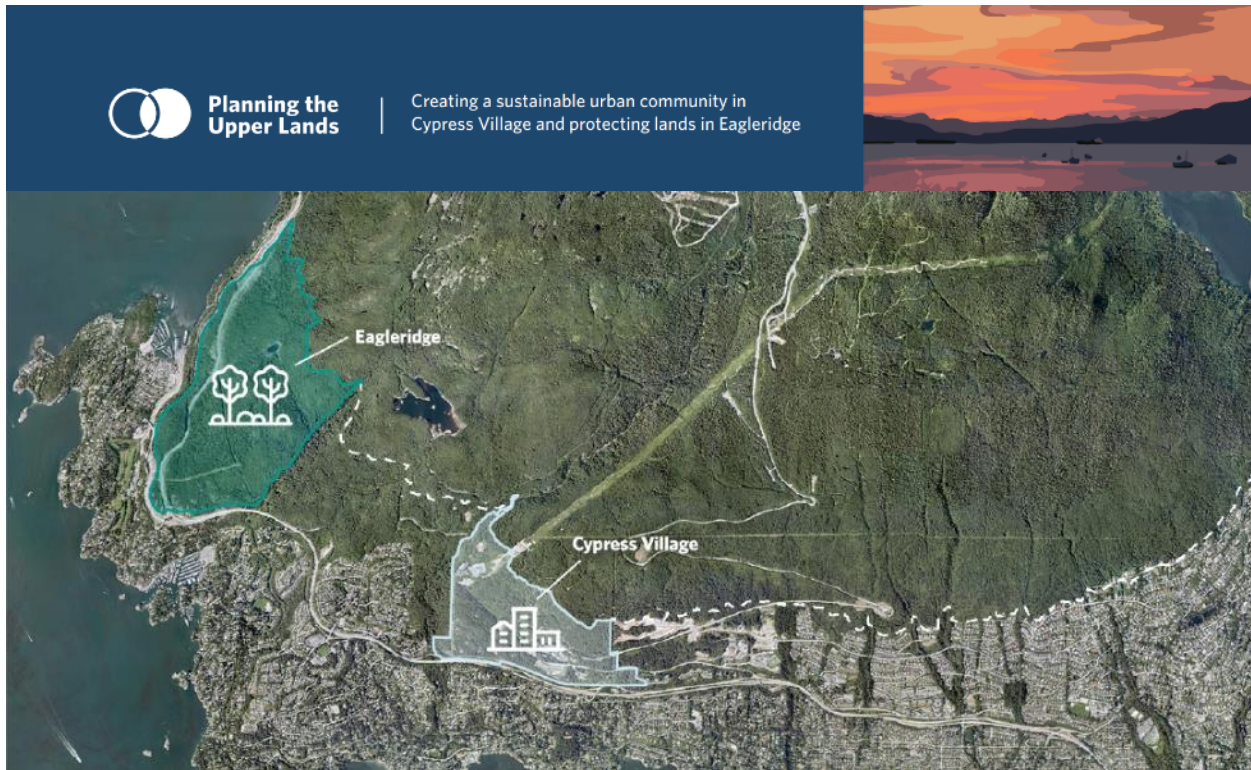
- If there is more than one registered owner of the property (either as joint tenants or tenants in common), only one of those individuals may, with the written consent of the majority of the owners, register as a non-resident property elector; and
- A person may only register as a non-resident property elector in relation to one parcel of real property in a jurisdiction.

An accurate copy of this elector response form may be utilized (either single-sided or double-sided), provided that it is made of the form prior to any electors signing such form, so that only elector response forms with original signatures are submitted.

Planning the Upper Lands

Phase 3 Engagement Summary

June 30, 2022



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Summary of the Phase 3 Engagement

About the *Planning the Upper Lands* Process

- Building on the vision contained in the 2018 Official Community Plan (OCP), the District of West Vancouver is undertaking a three-phase planning and engagement process called *Planning the Upper Lands: Creating a Sustainable, Urban Community in Cypress Village and Protecting Lands in Eagleridge*.
- Phase 1 (July to December 2020) communicated the vision and goals already contained in the OCP, presented draft planning principles, and asked what level of trade-off was supported by the community: the greater the share of the Eagleridge lands owned by British Pacific Properties Limited (BPP) to protect as green space now, the greater the scale of development required in Cypress Village. The community and stakeholders responded by supporting greater development in Cypress Village in exchange for protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach over time. At the end of Phase 1, Council directed the planning team to proceed to Phase 2 of the planning and engagement work based on this approach.
- Phase 2 (March to November 2021) presented a proposed land use plan and development concept for Cypress Village, sought input about the level of support for these proposals, and provided open-ended opportunities to ask questions and provide suggestions/comments. The community and stakeholders responded with support for the proposed land use plan and development concept and with a wide variety of suggestions/comments. Based on the results of Phases 1 and 2, Council directed the planning team to proceed to the third and final phase (Phase 3) of the process which is the documentation phase.
- Phase 3 (January 2022 to present) has two main steps:
 - (1) *Phase 3 Engagement*: As a first step in Phase 3, a full draft of the Area Development Plan for Cypress Village and Eagleridge was produced and posted on the project webpage for review and comment prior to the bylaws adoption/public hearing process. The draft Plan was posted online, it was widely communicated that the draft Plan was available for review, and opportunities were provided for the community and stakeholders to ask questions and provide comments. **This step (the Phase 3 engagement) is complete and is summarized in this report.**
 - (2) *Bylaws/Public Hearing Process*: Following the Phase 3 engagement, a complete package of bylaws will be presented to Council for formal consideration of adoption, including a final copy of the Area Development Plan for Cypress Village and Eagleridge, new Comprehensive Development (CD) zoning for Cypress Village, a Phased Development Agreement between the District and BPP, and supporting bylaws (e.g. Park dedication bylaw, OCP amendments bylaw). This is the next (and final) step.

Main Objective of the Phase 3 Engagement

- To provide an opportunity for the public to review the draft Area Development Plan for Cypress Village and Eagleridge and ask questions, prior to the bylaws/public hearing process.

Participation during the Phase 3 Engagement

- 1,800 visits to the project webpage at www.westvancouverITE.ca/upperlands.
- 1 virtual meeting with the Community Engagement Committee (CEC) to discuss and obtain input about the Phase 3 communications and engagement strategy. The CEC supported the Phase 3 communications and engagement strategy.
- 2 virtual information meetings for the public to learn more and ask questions (23 attendees).
- 3 meetings with members of the former Upper Lands Working Group (one as a group and two with individual group members) plus email correspondence from individual group members.
- Outreach to 40 stakeholder groups with feedback received from 5 stakeholder groups during Phase 3.
- Outreach to the Squamish Nation, Tsleil-Waututh Nation, and Musqueam First Nation.
- Engagement with BPP at key milestones.
- Pop-up information booths on 4 days at different venues, including Spring Fest West at Gleneagles Community Centre, the West Vancouver Memorial Library, West Vancouver Community Centre, and Cypress Pop-Up Village (52 interactions).
- 12 email/phone enquiries from the public.
- 34 enquiries via the Phase 3 online question form.

Main Themes from the Phase 3 Engagement

- Questions/comments were varied and diverse.
- Almost all input received on all platforms was positive and was mostly questions for clarification or suggestions for refinements. Topics included:

<ul style="list-style-type: none"> • Accessibility • Active transportation network • Climate change • Community facilities • Creekside protection • Financial considerations • Form and character • Future processes for trail planning • How input shaped the Draft Plan 	<ul style="list-style-type: none"> • Impacts on environment • Impacts on wildlife including birds • Land ownership • Phasing of development • Planning context • Protection/management of Eagleridge lands • Recreation elements (mountain biking, bouldering) 	<ul style="list-style-type: none"> • Residential mix • Road network changes • School planning • Servicing • Timeline for approvals • Timeline for unit sales • Traffic impacts • Transit • View impact images
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- Comments that expressed concerns focused on traffic impacts, impacts on the environment/wildlife, and storm water management.

1.0 Introduction and Context

1.1 Scope of this Report

This report summarizes the engagement activities and input received during Phase 3 of the District of West Vancouver's three-phase planning and engagement process called *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge*.

1.2 Context about the *Planning the Upper Lands* Process

Building on the vision contained in the 2018 Official Community Plan (OCP), the District of West Vancouver is undertaking a planning and community engagement process (*Planning the Upper Lands*) with two objectives:

- Create detailed policy for a new compact, sustainable urban community in Cypress Village.
- Protect lands in Eagleridge in perpetuity for conservation and recreation.

The process has three phases as illustrated in the diagram below.



Phase 1 spanned July to December 2020. The objectives of Phase 1 were to:

- Communicate the vision and goals previously set out in the District's Official Community Plan.
- Draft planning principles for Cypress Village and Eagleridge to help guide the next phases of the detailed planning work.

- Seek community input on the trade-off between the scale of development to be approved in Cypress Village and the share of Eagleridge to be protected at this time. Two broad options were presented in Phase 1:
 - Approach A: Protect about half of Eagleridge at this time and plan for about 2,500 housing units (plus amenities and commercial space) in Cypress Village.
 - Approach B: Protect all of Eagleridge at this time, plan for about 3,500 housing units (plus amenities and commercial space) in Cypress Village, and determine what else (in addition to more housing units) is needed to make this approach work (e.g. lower share of affordable housing, trading District lands in Cypress Village for BPP lands in Eagleridge, reducing the total amount of amenities to be paid for by BPP).

Phase 1 culminated in the planning team submitting a report and presenting the findings from Phase 1 to Council at the February 8, 2021 Council meeting. A copy of the Phase 1 Staff Report (which includes the Phase 1 Engagement Summary report as an Appendix) is online here:

<https://westvancouver.ca/sites/default/files/dwv/council-agendas/2021/feb/08/21feb08-7.pdf>

During Phase 1, the community and stakeholders responded by supporting greater development in Cypress Village in exchange for protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach over time.¹

At the February 8, 2021 meeting, Council directed the planning team to proceed to Phase 2 of the process based on Approach B (protect 100% of Eagleridge, plan for about 3,500 housing units plus amenities and commercial space in Cypress Village, and determine what other mechanisms are needed to make this approach work) and the proposed Planning Principles developed during Phase 1.

Phase 2 spanned March to November 2021. The objectives of Phase 2 were to:

- Develop and present a proposed land use plan and development concept for Cypress Village, consistent with the policies in the OCP and the direction from Phase 1.
- Seek community and stakeholder input about the level of support for the proposed land use plan and development concept for Cypress Village.
- Provide open-ended opportunities for the public to ask questions and provide suggestions/ comments.

Phase 2 culminated in the planning team submitting a report and presenting the findings from Phase 2 to Council at the December 6, 2021 Council meeting. A copy of the Phase 2 Staff Report (which includes the Phase 2 Engagement Summary report as an Appendix) is online here:

<https://westvancouver.ca/sites/default/files/dwv/council-agendas/2021/dec/06/21dec06-7.pdf>

¹ In the Phase 1 Survey, 64.5% of all respondents (and 67% of those who indicated they live in West Vancouver) indicated that they would prefer to protect all of the Eagleridge lands at this time, rather than in a phased approach, despite the trade-off of a larger scale of community in Cypress Village.

During Phase 2, the community and stakeholders responded with support for the proposed land use plan and development concept and with a wide variety of suggestions/comments.²

Based on the results of Phases 1 and 2, at the December 6, 2021 meeting, Council directed the planning team to proceed to the third and final phase (Phase 3), which is the documentation phase.

Phase 3 involves documenting the proposed plan for consideration of formal adoption by Council. The documentation includes:

- An Area Development Plan for Cypress Village and Eagleridge.
- New Comprehensive Development (CD) zoning for Cypress Village.
- A Phased Development Agreement between the District and the developer, BPP (the major landowner in Eagleridge and Cypress Village), which will set out development phasing and the provision of community amenities as well as the legal mechanisms for protecting the lands in Eagleridge that are currently owned by BPP.
- Supporting bylaws (e.g. Park dedication bylaw, OCP amendments bylaw).

The original intention for Phase 3 was to move directly into documenting the bylaws and bringing them forward for Council's consideration of formal adoption, with community input during Phase 3 being provided in the public hearing process. However, given the amount of information and the level of interest from the community and stakeholders in planning for Cypress Village and Eagleridge, an additional opportunity for community and stakeholder input (referred to as the Phase 3 engagement) was provided, prior to the bylaws adoption/public hearing process.

The purpose of the Phase 3 engagement was to allow the community and stakeholders to review the draft Area Development Plan for Cypress Village and Eagleridge and ask questions about the draft Plan, before the bylaws adoption/public hearing process. The Phase 3 engagement focused on re-engaging with the community and stakeholders who provided input throughout the process, explaining how input from Phases 1 and 2 influenced the draft Area Development Plan, widely communicating that the draft Plan was available for review, and providing an opportunity for the public to review the draft and ask questions. **The Phase 3 engagement is the subject of this report.**

² In the Phase 2 Survey, respondents were asked to indicate their level of support for five proposals: the proposed housing mix, proposed land use plan, proposed active transportation network/recreation areas plan, proposed list of community facilities, and proposed form and character for development in Cypress Village. The community responded with support for all five proposals:

- Proposed housing mix: 60% of all respondents (and 58% of those who indicated they live in West Vancouver) indicated they "support" or "generally support but have some concerns".
- Proposed land use plan: 60% of all respondents (and 57% of those who indicated they live in West Vancouver) indicated they "support" or "generally support but have some concerns".
- Proposed walking, cycling, and recreation networks: 68% of all respondents (and 67% of those who indicated they live in West Vancouver) indicated they "support" or "generally support but have some concerns".
- Proposed community facilities: 72% of all respondents (and 69% of those who indicated they live in West Vancouver) indicated they "support" or "generally support but have some concerns".
- Proposed form and character: 59% of all respondents (and 57% of those who indicated they live in West Vancouver) indicated they "support" or "generally support but have some concerns".

The planning work in Phase 3 took into consideration the main concerns raised during Phase 2.

On the IAP2 spectrum of engagement:

- Phases 1 and 2 were at the level of *consult* and *involve*. The goal of a *consulting* process is to “obtain feedback on analysis, alternatives, and/or decisions” with participants contributing their viewpoints, opinions, or preferences and decision-makers using this information to inform decisions. The goal of an *involving* process is to “work directly with the public through the process to ensure that public concerns and aspirations are consistently understood and considered.”
- The Phase 3 engagement was at the level of *inform*. The goal of an *informing* process is to provide “balanced and objective information to assist the public in understanding the problem, alternatives, and/or solutions.” In this case, the intent was to inform the community and stakeholders about: the process to date, alternatives considered, how the input and involvement of the community and stakeholders in Phases 1 and 2 helped to shape the draft Plan, the content of the draft Plan, the rationale for decisions, and the intent to bring bylaws forward to Council.

All three phases of the *Planning the Upper Lands* engagement involved adjustments to engage with the community in the context of the COVID-19 pandemic.

2.0 Overview of the Phase 3 Engagement

In order to raise awareness, communicate information, and engage with the community about the *Planning the Upper Lands* process, a dedicated project webpage was created on the District's westvancouverITE platform at westvancouverite.ca/upperlands at the outset of the project.³

The webpage is the main portal for the public to access up-to-date information about the project. The webpage provides background information, is updated with new information as documents are completed and available (e.g. planning-related documents, Council reports, engagement summaries), provides the opportunity for those interested to subscribe to project updates, and allows for online surveys and tools to engage with the community.

As part of Phase 3, the project webpage was updated to include:

1. **New documents** (the "Phase 3 materials") including:
 - The draft Area Development Plan for Cypress Village and Eagleridge.
 - A summary of where we are in the process.
 - An overview of what we heard in Phases 1 and 2 and how that helped shape the draft Plan.
 - A document with answers to anticipated questions (referred to as the Phase 3 FAQs).
 - Summary information about traffic.
2. An **online question form** that was open for four weeks, from Monday, April 25, 2022 to Friday, May 20, 2022.
3. **Information** about Virtual Information Meetings and pop-up information booths.

There have been 11,900 visits to the webpage since project launch, including 1,800 visits during Phase 3.⁴

A project-specific email address was created at the outset of the process which is upperlands@westvancouver.ca. The planning team continued to respond to enquiries received to the project's email address or via correspondence to the Planning Department, Engineering Department, and/or to the Mayor and Council about *Planning the Upper Lands* during Phase 3. Section 4.3 summarizes the main themes from enquiries via email/phone during Phase 3.

District Communications staff and the Community Engagement Committee (CEC) provided input to the Phase 3 communications and engagement strategy. The Phase 3 engagement process was in accordance with Council direction from previous phases as well as guidance from the CEC at its meeting on March 3, 2022 (to discuss the proposed communication and engagement strategy for Phase 3).⁵

³ The project webpage was launched on July 6, 2020 at the outset of Phase 1.

⁴ A site visit is the total number of times the page has been viewed, which can include multiple visits by the same visitor. The tally since project launch is from July 6, 2020 to June 15, 2022. The tally for Phase 3 is from January 1 to June 15, 2022.

⁵ The communication strategy and engagement activities in Phase 3 also drew upon input from the CEC during Phase 1 (at virtual meetings in February, May, and November 2020) and Phase 2 (at virtual meetings in March, June, and September 2021) related to the overall planning and engagement process/strategy.

During Phase 3, promotion and awareness building tools included: District website posts (e.g. homepage slide, website calendar, news post); North Shore News print and digital advertisements; District e-newsletters; social media campaigns using the District's Facebook, Instagram, and Twitter platforms; a direct mailout to local residents; posters at the West Vancouver Memorial Library, West Vancouver Community Centre, Seniors' Activity Centre, and Youth Hub; in-person pop-up information booths at Spring Fest West at the Gleneagles Community Centre, West Vancouver Memorial Library, West Vancouver Community Centre, and the Cypress Pop-Up Village, and two Virtual Information Meetings. More details about the communication/engagement tools and metrics are provided in Section 3.0.

As part of Phase 3, the planning team continued to engage with members of the former Upper Lands Working Group. The Upper Lands Working Group was appointed in late 2012 and completed their work during 2013 to 2015, which helped define the overarching vision and idea of protecting the lands in Eagleridge and Inter Creek through the transfer of development potential to Cypress Village and Cypress West. The recommendations of the Upper Lands Working Group (2015) to plan for the remaining Upper Lands holistically became the basis of the Upper Lands policies included in the 2018 update to the Official Community Plan. A summary of the main themes from the Phase 3 input from members of the former Upper Lands Working Group is provided in Section 4.1.

The Phase 3 materials were posted on the project webpage on April 25, 2022 and the online question form was open on the project webpage between April 25 and May 20, 2022. During the time the online question form was open, the project webpage received over 900 site visits. A total of 34 questions were submitted using the online question form. A summary of the main themes from the questions/comments submitted via the online form is provided in Section 4.6.

During Phase 3, the planning team emailed 40 stakeholder groups to provide an update about the planning and engagement process, communicate that draft Area Development Plan was posted online for review, communicate the opportunity to ask questions, and communicate an openness to meeting to discuss any input each group would like to provide. Input via telephone discussions, virtual meetings, or written suggestions was provided by 5 stakeholder groups. The main themes from the feedback received through stakeholder input during Phase 3 are summarized in Section 4.2.

In addition, the planning team communicated with the Squamish Nation, Tsleil-Waututh Nation, and Musqueam First Nation about Phase 3 and about how input provided in earlier phases was integrated into the draft Area Development Plan.

The planning team engaged with BPP, the major landowner in the Upper Lands, at key milestones. BPP expressed support for the District's process, expressed support for the draft Area Development Plan, and continued to express a commitment to sustainable, smart-growth development in the Upper Lands that reflects the community's input.

The engagement schedule and events are listed in the table on the following page. The communication/engagement tools and metrics are described in more detail in Section 3.0.

Phase 3 Engagement Schedule and Events

January to April 2022	<ul style="list-style-type: none"> • Completed planning work reflecting the direction from Phases 1 and 2 • Drafted the Phase 3 materials • Drafted the Phase 3 engagement strategy • Updated the financial analysis of the transfer of development potential • Updated Council • Obtained guidance from the CEC (virtual meeting on March 3, 2022) • Obtained input from members of the former Upper Lands Working Group (virtual group meeting on March 18, 2022; virtual meetings with individual group members in March; and telephone discussions and email correspondence with individual group members) • Provided information to the Squamish Nation, Tsleil-Waututh Nation, and Musqueam First Nation • Engaged with BPP
April 25, 2022	<ul style="list-style-type: none"> • Updated web materials to include the Phase 3 materials • Activated the Phase 3 online question form
April and May 2022	<ul style="list-style-type: none"> • Awareness building and promotion including direct mail letter sent to local residents, print and online advertisements, e-newsletters, social media campaign, posters, stakeholder outreach • Engagement with interested stakeholders (virtual meetings, telephone discussions, and/or email correspondence) • Ongoing responses to public enquiries
May 7, 2022	<ul style="list-style-type: none"> • Pop-up information booth at Spring Fest West at Gleneagles Community Centre (10am-noon)
May 10, 2022	<ul style="list-style-type: none"> • Pop-up information booth at West Vancouver Memorial Library (1-2:30pm)
May 11, 2022	<ul style="list-style-type: none"> • Pop-up information booth at West Vancouver Community Centre (3-5:00pm)
May 12, 2022	<ul style="list-style-type: none"> • Pop-up information booth at Cypress Pop-Up Village (3:30-4:30pm)
May 17, 2022	<ul style="list-style-type: none"> • Virtual Information Session #1 (7-8:30pm)
May 18, 2022	<ul style="list-style-type: none"> • Virtual Information Session #2 (1-2:30pm)
May 20, 2022	<ul style="list-style-type: none"> • Online question form closed
June 2022	<ul style="list-style-type: none"> • Attended Cypress Liaison meeting (June 1, 2022) • Additional liaison with some members of the former Upper Lands Working Group members • Ongoing engagement with interested stakeholders (virtual meetings, telephone discussions, and/or email correspondence) • Ongoing responses to public enquiries • Produced this Phase 3 Engagement Summary report

3.0 Communication/Engagement Tools and Metrics

Phase 3 and the Phase 3 online question form were widely promoted as follows:

1. Website Presence:

- Dedicated project webpage at <https://westvancouverite.ca/upperlands>
- District of West Vancouver homepage slide posted from April 25 to May 20, 2022
- District of West Vancouver website calendar posts about the Spring Fest West pop-up information booth and about the Virtual Information Meetings:

Date	URL
Spring Fest West at Gleneagles Community Centre - Saturday, May 18 at 10:00 am	https://westvancouver.ca/calendar/spring-fest-west-0
Tuesday, May 17 from 7 to 8:30 pm	https://westvancouver.ca/calendar/virtual-information-meeting-planning-upper-lands-2
Wednesday, May 18 from 1 to 2:30 pm	https://westvancouver.ca/calendar/virtual-information-meeting-planning-upper-lands-3

- District of West Vancouver news post: <https://westvancouver.ca/news/phase-3-planning-upper-lands-learn-more-and-ask-questions> (copy provided in **Attachment A**).

The project webpage had 216 subscribers at the outset of Phase 3, which grew to 237 subscribers during Phase 3.

There were 1,800 site visits to the project webpage during Phase 3, including over 900 site visits during the timeframe that the Phase 3 online question form was open.⁶

2. Print Advertisements:

- Print advertisements were published in the North Shore News on May 4, 2022 (about Phase 3, the online question form, and the virtual information meetings) and May 11, 2022 (promoting Phase 3 and the online question form). Copies of these newspaper ads are contained in **Attachment B**.

3. Digital Advertisements:

- A digital ad (promoting Phase 3) was published on the North Shore News online. This digital ad ran from April 25 to May 13, 2022 with 50,000 impressions received. A copy is contained in **Attachment C**.

4. Email Newsletters:

- Two email newsletters were sent during Phase 3. This included an email announcement to all westvancouverITE account holders and project subscribers (at the launch of the Phase 3 engagement) and one to subscribers of the District’s e-west newsletter (near the

⁶ A site visit is the total number of times the page has been viewed, which can include multiple visits by the same visitor. The tally for Phase 3 is from January 1 to June 15, 2022 and the tally for the timeframe during which the Phase 3 online question form was open is from April 25 to May 20, 2022.

launch of the Phase 3 engagement). Copies of the email newsletters are contained in **Attachment D**. The statistics for these newsletters are shown below.

Date	Name	# of Subscribers Receiving Message	opened by	# of clicks
April 25, 2022	Phase 3 of Planning the Upper Lands: learn more and ask questions	3,954 subscribers	3,162	384
April 29, 2022	e-west	1,614 subscribers	949	88
Total		5,568 emails sent	4,111	472

5. Social Media Posts:

- Posts were published to the District's Twitter, Instagram, and Facebook platforms three times during the Phase 3 engagement. The statistics for these posts are shown below. Copies of the posts are provided in **Attachment E**.

Facebook (3,528 followers⁷) (3 posts)

Date of Post	URL	People reached <i># of unique people who saw the post</i>
April 26, 2022	https://www.facebook.com/WestVanDistrict/posts/1936894579831467	201
May 11, 2022	https://www.facebook.com/WestVanDistrict/photos/a.130109143843362/1953183078202617	217
May 16, 2022	https://www.facebook.com/WestVanDistrict/posts/1953183244869267	291
Total		709

Instagram (3,243 followers⁷) 3 posts plus 1 story

Date of Post	URL	People reached <i># of unique people who saw the post</i>
April 26, 2022	https://www.instagram.com/p/Cc0ffaOB9aK/?hl=en	350
May 11, 2022	https://www.instagram.com/p/CdbHk7pFPcf/?hl=en	310
May 16, 2022	https://www.instagram.com/p/CdocaMLNch2/?hl=en	547
May 16, 2022 story	n/a	n/a
Total (for the 3 posts)		1,207

Twitter (4,857 followers⁷) 3 tweets

Date of Post	URL	Impressions <i># of times the post was seen</i>
April 26, 2022	https://twitter.com/WestVanDistrict/status/1518968299580706818	186
May 11, 2022	https://twitter.com/WestVanDistrict/status/1524419359216746498	409
May 16, 2022	https://twitter.com/WestVanDistrict/status/1526293447908511745	363
Total		958

⁷ As of June 15, 2022.

6. Direct Communication:

- The Phase 3 materials were shared with the Squamish Nation, Tsleil-Waututh Nation, and Musqueam First Nation along with information about how the draft Area Development Plan responded to feedback from Phase 2.
- A direct mail letter was sent to local residents in the immediate vicinity of the Cypress Village planning area, plus residents below Highway 1 and on major nearby arterial feeder routes to Highway 1. This geographic distribution area was the same distribution area as for the direct mail letter in Phase 2, which reflected input from the CEC. The direct mail letter communicated that Phase 3 of *Planning the Upper Lands* is underway, that materials have been added to the project webpage, and provided information about the virtual information meetings and Phase 3 online question form. A total of 2,845 letters were sent on April 22, 2022.⁸ A copy of the letter and a map showing the geographic distribution area for the mailout is provided in **Attachment F**.
- The planning team participated in one Cypress Liaison meeting during Phase 3 (virtual meeting on June 1, 2022). These meetings are organized twice a year by the District of West Vancouver and are an opportunity for groups, associations, and organizations with an interest in the Upper Lands to provide updates to each other. The planning team also participated in previous Cypress Liaison meetings during Phase 1 and Phase 2. In addition to attending the June 1, 2022 virtual Cypress Liaison meeting, during the time that the Phase 3 engagement was underway, District staff emailed information from the planning team to Cypress Liaison participants about Phase 3 and the opportunity to review the draft Area Development Plan and ask questions.
- As part of Phase 3, the planning team continued to have telephone discussions, receive input by email, and meet virtually with members of the former Upper Lands Working Group. A summary of this input is provided in Section 4.1.
- During the Phase 3 engagement, the planning team emailed 40 stakeholder groups⁹ to provide an update about the planning and engagement process, communicate that the draft Area Development Plan was posted online for review, communicate the opportunity to ask questions, and communicate an openness to meeting to discuss any input that the stakeholder group would like to provide. A template for this email is provided in **Attachment G**. The following stakeholder groups were contacted during Phase 3 (listed in alphabetical order). Those that provided input in Phases 1, 2, and/or 3 are shaded grey, with those that provided input during Phase 1 marked with a ¹, those that provided input during Phase 2 marked with a ², and those that provided input during Phase 3 marked with a ³.

1. Ambleside Dundarave BIA
2. BC Hydro
3. BC Parks
4. BC Parks Foundation ^{1, 2, 3}
5. British Properties Area Homeowners Association

(list continues on the following page)

⁸ At the outset of Phase 1 of the project, an initial postcard mailer was distributed to all households and businesses in West Vancouver (a total of 21,859 postcards were sent). For Phase 2, a more targeted direct mail letter was sent (2,838 letters). The direct mail letter in Phase 3 (2,845 letters) was sent to the same targeted geographic distribution area as the direct mail letter in Phase 2.

⁹ The planning team contacted all but one of these same stakeholder groups in Phases 1 and 2, and one of these stakeholder groups (the West Vancouver Minor Hockey Association) contacted the planning team during Phase 2.

6. Collingwood School
7. Cypress Mountain Ski Resort
8. Cypress Trails Collective ^{1, 2, 3}
9. Deer Ridge Strata
10. Friends of Cypress Provincial Park
11. Hollyburn Family Services Society
12. Hollyburn Heritage Society
13. Hollyburn Ridge Association
14. HUB North Shore ²
15. Kiwanis North Shore Housing Society
16. Larco
17. Lighthouse Park Preservation Society
18. Mountain Bike Tourism Association ¹
19. Mulgrave School ^{1, 2, 3}
20. Nature Vancouver
21. Navy Jack Nature House (now West Vancouver Nature House Society) ^{1, 3}
22. North Shore Heritage Preservation Society ¹
23. North Shore Hikers
24. North Shore Mountain Bike Association
25. North Shore Search and Rescue
26. North Shore Trail Runners
27. North Shore Wetland Partners
28. Stonecliff Strata
29. Trails BC (Southwest Region) ^{2, 3}
30. Vancouver Climbers Association ¹
31. West Vancouver Arts Centre Trust (Kay Meek Centre)
32. West Vancouver Chamber of Commerce
33. West Vancouver Foundation
34. West Vancouver Historical Society ¹
35. West Vancouver Library Foundation
36. West Vancouver Minor Hockey Association ²
37. West Vancouver Old Growth Conservancy Society
38. West Vancouver School Board
39. West Vancouver Streamkeeper Society
40. West Vancouver Community Stakeholders

Input via telephone discussions, virtual meetings, and/or written suggestions was provided by 5 stakeholder groups during Phase 3 (BC Parks Foundation, Cypress Trails Collective, Mulgrave School, Trails BC Southwest Region, West Vancouver Nature House Society).¹⁰ A summary of this input is provided in Section 4.2. In total, 11 stakeholder groups provided input during Phases 1, 2, or 3 (some provided input in more than one phase).

- During Phase 3, the planning team continued to respond to enquiries received to the project's email address and/or to the Planning Department, Engineering Department, or Mayor and Council about *Planning the Upper Lands*. There were 12 enquiries received during Phase 3.¹¹ A summary of the main themes from the Phase 3 email/telephone enquiries is provided in Section 4.3.

¹⁰ This is similar to the number of stakeholders who provided input during Phase 1 (8 groups) and during Phase 2 (6 groups).

¹¹ A total of 28 public enquiries were received during Phase 1 and 23 public enquiries were received during Phase 2.

7. Poster at the Library, Community Centre, Seniors' Activity Centre, and Youth Hub:

- An 8.5" x 11" poster providing information about the Phase 3 engagement was posted on community boards at the West Vancouver Memorial Library, West Vancouver Community Centre, Seniors' Activity Centre, and Youth Hub during the Phase 3 engagement. A copy of the poster is provided in **Attachment H**.

8. Pop-up information booths:

- Members of the planning team set up pop-up information booths at different locations on four dates during the Phase 3 engagement:
 - Spring Fest West outside at the Gleneagles Community Centre on Saturday, May 7, 2022 from 10am to noon.
 - West Vancouver Memorial Library on Tuesday, May 10, 2022 from 1 to 2:30pm.
 - West Vancouver Community Centre on Wednesday, May 11, 2022 from 3 to 5:00pm.
 - Cypress Pop-Up Village on Thursday, May 12, 2022 from 3:30 to 4:30pm.

Information about three of these events was posted online in advance:

- The District's calendar post about Spring Fest West noted that there would be an opportunity to learn more, ask questions, and share feedback on the *District's Planning the Upper Lands* project at the event.
- Information about the Library pop-up information booth was posted on the project webpage in advance of that session.
- Information about the Community Centre pop-up information booth was posted on the project webpage in advance of that session.
- In total, there were 52 interactions with members of the public at the four pop-up information booths. A summary of the main themes from discussions with the public at these events is summarized in Section 4.4.

9. Virtual Information Meetings:

- Two virtual information meetings were held during Phase 3 for those who wanted to learn about the draft Area Development Plan for Cypress Village and Eagleridge and ask questions.
- Those interested in attending could register on the project webpage in advance to attend, but registration was not mandatory.
- Each meeting included:
 - An introduction from District Communications staff about the agenda, meeting protocols, and ways to participate.
 - A presentation by the planning team.
 - A question/answer period.

A copy of the PowerPoint presentation from these sessions is provided in **Attachment I**. The same slides were used in both meetings. A summary of the main themes from comments/questions at the virtual information meetings is provided in Section 4.5. After the meetings, a list of questions asked at the meetings, and responses provided, was posted on the project webpage (a copy of which is provided in **Attachment J**). In addition, a video recording can be found on the project webpage.

- A total of 23 people attended the virtual information meetings, as summarized in the table below.

Date	# of Attendees
Tuesday, May 17, 2022 from 7– 8:30 p.m.	15
Wednesday, May 18, 2022 from 1–2:30 p.m.	8
Total	23

10. Phase 3 Online Question Form:

- The online question form was available on the project webpage at www.westvancouverite.ca/upperlands from Monday, April 25 to Friday, May 20, 2022.
- A total of 34 enquiries were submitted via the Phase 3 online question form. A summary of the main themes from enquiries via the online question form is provided in Section 4.6 and a record of these enquiries is provided in **Attachment K**.

4.0 Summary of Input Received During Phase 3

This section summarizes the input received during Phase 3, including input from:

- Members of the former Upper Lands Working Group.
- Stakeholders.
- Public enquiries via email/telephone.
- Discussions with members of the public at the pop-up promotion events.
- Questions/comments at the virtual information meetings.
- Public enquiries via the Phase 3 online question form.

4.1 Input from Members of the Former Upper Lands Working Group

The work of the Upper Lands Working Group, which was completed in 2015, helped to define the overarching vision and idea of protecting the lands in Eagleridge and Inter Creek through the transfer of development potential to Cypress Village and Cypress West. The recommendations of the Upper Lands Working Group (2015) to plan for the remaining Upper Lands holistically became the basis of the Upper Lands policies included in the 2018 update to the OCP.

The planning team engaged with members of the former Upper Lands Working Group on multiple occasions during Phases 1 and 2. As part of Phase 3, the planning team continued to have telephone discussions, receive input by email, respond to questions from the entire group and from individual members, and meet virtually with members of the former Upper Lands Working Group (including a virtual group meeting on March 18, 2022 and virtual meetings with individual group members in March and June 2022).

The input provided by members of the former Upper Lands Working Group during Phase 3 can be summarized as follows:

- The group members continued to express support for protecting all of the lands in Eagleridge in this process and recommended that the project narrative continue to focus on the dual goals of the planning process.
- The group members provided helpful feedback in discussions about content for the Phase 3 materials, Phase 3 FAQs, and engagement strategy which was incorporated into the materials. Some group members expressed interest in seeing in-person engagement activities included in the process (note that in-person pop-up information booths were included as part of the Phase 3 engagement).
- Some group members continued to express the view that it is important to communicate the number of housing units that are needed in Cypress Village to enable the protection of the lands in Eagleridge that are owned by BPP and the rationale for the total proposed community size of 3,700 housing units. A question/answer about this topic was included in the Phase 3 FAQs.
- Two members expressed interest in understanding the servicing costs that would be associated with developing the lands in Cypress Village and Eagleridge under the existing single family zoning, how these compare to the servicing costs for the mixed-use village, and whether the difference is incorporated into financial analysis of the transfer of development

potential. The members' questions were answered and then questions/answers about servicing costs and the approach to the transfer of development potential financial analysis were included in the Phase 3 FAQs.

- One member expressed concern that the transfer of development potential and exchange of lands is not well explained in the Phase 3 materials, though others commented that the Phase 3 FAQs addresses this topic well.
- One member expressed the view that the transfer of 262 acres of land that BPP currently owns in Eagleridge to the District in exchange for the 3,711 housing units in Cypress Village is insufficient and questioned why the ratio of residential units being proposed in the mixed-use village compared to the amount of land being protected in Eagleridge is different in this process than in the 2002 process related to Deer Ridge West (which is now StoneCliff). A detailed response was provided to this member and then questions/answers about this topic and about the transfer of development potential financial analysis were included in the Phase 3 FAQs.
- One member expressed the view that there should not be any development on the lands that were transferred to the District as part of the previous Deer Ridge West approvals process (which is now StoneCliff) and that District-owned lands in Cypress Village should be retained in District ownership. This member was advised that these District-owned lands are key elements of the business terms negotiated with BPP.
- One member provided suggestions related to mountain biking and recreational staging, including suggestions to have maps with overlays showing existing (unauthorized) trails. These suggestions were discussed with this group member and incorporated into the Phase 3 materials.
- One member asked why Inter Creek is not included in the current planning process and land exchange. This information was provided in the Phase 1 and Phase 2 materials, information about this was provided to this member, and then a question/answer about this was included in the Phase 3 FAQs.
- One member expressed the view that the total number of units and building heights is “too ambitious for the character of West Vancouver”. Information about the rationale for the community size and inclusion of taller buildings was provided to this member and information about these topics is included in the Phase 3 document called ‘An overview of what we heard in Phases 1 and 2 and how that helped shape the Draft Plan.’
- One member expressed concern about the implications of Cypress Village for existing West Vancouver tax payers. A response was provided to this member and then a question/answer about this was included in the Phase 3 FAQs.
- One member expressed the view that more information should be provided about the environment, climate change, stormwater management, traffic management, traffic impacts, and the definition of affordable housing. A response was provided to this group member noting that information about sustainability measures, storm water management, and affordable housing are included in the Draft Plan. A summary document about traffic information was also included in the Phase 3 materials.

4.2 Input from Stakeholders

As noted in Section 3.0, during Phase 3 the planning team emailed 40 stakeholder groups to provide an update about the planning and engagement process, communicate that draft Area Development Plan was posted online for review, communicate the opportunity to ask questions, and communicate an openness to meeting to discuss any input each group would like to provide.

Input via telephone discussions, virtual meetings, or written suggestions was provided by 5 stakeholder groups during Phase 3 (BC Parks Foundation, Cypress Trails Collective, Mulgrave School, Trails BC Southwest Region, West Vancouver Nature House Society).

This input can be summarized as follows:

- BC Parks Foundation provided suggestions for the protection and management of the lands in Eagleridge and broader mountainside.
- Cypress Trails Collective expressed support for Cypress Village, support for protecting all of the lands currently owned by BPP in Eagleridge for conservation and recreation purposes, a willingness to continue to be involved in discussions about planning for and formalizing mountain bike trails in Cypress Village and above the 1200 foot contour, support for the changes that were made between Phase 2 and Phase 3 to address previous concerns expressed (note the changes included expanding the proposed mountain biking area to include an existing unauthorized trail that was previously just outside the proposed mountain biking area, adjusting the proposed multi-use path route above the 1200 foot contour to reduce potential conflicts with existing unauthorized trails, and commitments to both temporary and permanent bike staging areas in the plan), and suggestions to consider in the draft Plan and in the future process to formalize, plan for, build, and manage mountain biking trails in the mountain biking area in Cypress Village with the input of stakeholders (e.g. plan for all levels of trails; consider including a bike valet; include secure bike parking such as bike racks that accept locks and bike cages in visible areas; look for opportunities to keep existing trails, re-route existing trails such as the bottom of Fifth Horseman, and add new trails as the Plan for Cypress Village gets implemented over time; and create an identity for Cypress Village that celebrates access to nature including mountain biking and recreation).
- Mulgrave School expressed support for improving the intersection of Cypress Bowl Road and Cypress Bowl Lane and having this change expedited, support for the Independent Transit Service commencing operations at the outset of development, interest in discussing the potential for the Independent Transit Service to assist with daily school transportation, and an ongoing openness to exploring whether/how Mulgrave's existing and planned facilities (e.g. community rooms, fitness gym, gathering hall, childcare, play field, gymnasiums) could help serve Cypress Village residents, both in the short term as the village gets developed and in the longer term.
- Trails BC Southwest Region expressed continued interest in the possibility of re-routing the Trans Canada Trail as part of planning for and building multi-use paths and new trails in Cypress Village.
- West Vancouver Nature House Society expressed continued interest in a nature house-type concept being included in Cypress Village and suggested that it could be co-located with space for other groups (e.g. a boy scout house) and would be best suited to a location in a natural setting that is visible and that has high pedestrian traffic (e.g. near a stream and multi-use path close to the village core).

4.3 Email/Telephone Enquiries

During Phase 3, the planning team responded to 12 enquiries about *Planning the Upper Lands* received to the project's email address or via correspondence to the Planning Department, Engineering Department, and/or to the Mayor and Council. A log of the Phase 3 enquiries received via email or telephone is provided in **Attachment L**. Some people provided multiple comments or questions. These enquiries can be summarized as follows:

- 2 questions or comments about impacts on the environment and climate change.
- 2 comments about impacts on wildlife and birds.
- 2 suggestions for transportation elements of the proposed Plan (signalize the Chippendale Road-Cypress Bowl Road intersection; provide the emergency access through to Northwood Drive early on in the development).
- 2 enquiries about when residential units will be available for sale in Cypress Village.
- 2 comments providing information about features in the Cypress Village planning area.
- 1 enquiry with questions about servicing.
- 1 comment expressing concern about traffic impacts.
- 1 enquiry about the anticipated nature of the business park space.
- 1 question about the timeline for development in Cypress West.

4.4 Discussions at Pop-Up Promotion Events

As noted in Section 3.0, the planning team had a total of 52 interactions with members of the public at the four pop-up promotion events during Phase 3. Topics of discussion with members of the public at these events included:

- Support for the protection of the lands in Eagleridge.
- Support for providing access to nature and recreational opportunities in Cypress Village.
- Support for the general form and character of the village.
- Suggestions for creekside protection along Cypress Creek.
- Suggestion to consider different approaches/locations for library facilities/functions in Cypress Village (e.g. locating book vending machines in the community centre and in the multi-family residential area).
- Suggestion to consider accessibility needs of seniors using the active transportation network (e.g. grades and surface materials for pathways connecting residential areas to the core).
- Concerns about impacts on wildlife/bird habitats.
- Questions about storm water management.
- Questions about tree retention.
- Discussion about trails and historic mill sites in the Cypress Village planning area.
- Suggestion to consider interchanges rather than roundabouts or signalized intersections on Cypress Bowl Road to access Cypress Village similar to those in Furry Creek, particularly at the Eagle Lake Road / Cypress Bowl Road intersection.

4.5 Questions at the Virtual Information Meetings

As noted in Section 3.0, there were two virtual information meetings during Phase 3. **Attachment J** provides a copy of the notes posted to the project webpage after the meetings, which summarize the questions asked at the meetings and the responses provided. These included:

- 6 questions about parking, the road network, and/or transit.
- 5 questions about servicing.
- 4 questions or comments about impacts on the environment, wildlife, and/or birds.
- 4 questions about the active transportation network and/or recreation.
- 4 questions about financial considerations, developer obligations/amenities, and/or the transfer of development potential.
- 3 questions about phasing and timelines.
- 2 questions or comments about the artist's illustrations and view images.
- 1 question about how input in earlier phases helped shape the Draft Plan.
- 1 question about land ownership.
- 1 question about the applicability of the Neighbourhood Character Working Group Recommendations to Cypress Village.

4.6 Enquiries via the Phase 3 Online Question Form

As noted in Section 3.0, a total of 34 questions were submitted on the Phase 3 online question form. A record of the questions submitted and responses posted is provided in **Attachment K**. Some enquiries included more than one topic or question/comment. The input received via the online question form can be summarized as follows:

- 6 questions about servicing.
- 6 complimentary notes about the planning and engagement process.
- 3 questions/comments about developer obligations, the transfer of development potential, and whether the business terms are fair for the District.
- 3 questions related to mountain biking and future processes for trail planning/building/maintenance.
- 3 questions/comments about creek protection/setbacks.
- 2 questions about the planning context and/or the development potential or recreation potential in other nearby areas (e.g. Inter Creek, Cypress West, Rodgers Creek, above 1200').
- 2 questions/comments about transit.
- 2 questions/comments about bouldering and including the bouldering community in future recreational planning processes.
- 2 questions about the employment space (commercial, business park).
- 1 question about pedestrian connections to Rodgers Creek.

- 1 comment about community facilities (Fire Station).
- 1 suggestion about the map of existing trails included in the Draft Plan.
- 1 comment about including outdoor covered play areas for children.
- 1 comment in support of moving forward with the Plan.
- 1 comment in support of including small single family houses in the residential mix.
- 1 question about school planning.
- 1 question about the view images.
- 1 question about the amount of land to be retained for conservation or recreation in Cypress Village.
- 1 question about whether the amount of development will increase beyond the 3,711 units.
- 1 question about natural areas.

5.0 Next Steps

The next step is for the planning team to finalize and bring forward a package of bylaws related to Cypress Village and Eagleridge for Council's formal consideration of adoption. These will include:

- A final proposed Area Development Plan (ADP) for Cypress Village and Eagleridge.
- New Comprehensive Development (CD) zoning for Cypress Village.
- A Phased Development Agreement between the District and the developer, British Pacific Properties Limited (BPP), which will set out development phasing and the provision of community amenities, and the legal mechanism for protecting lands in Eagleridge.
- Supporting bylaws (e.g. Park dedication bylaw, OCP amendments bylaw).

Many thanks to all those who participated in Phase 3 and throughout this planning and engagement process, sharing their perspectives and feedback on the future of Eagleridge and Cypress Village. Please visit the project webpage at www.westvancouverite.ca/upperlands to subscribe to project updates and for additional information about this project.

Attachments

Attachment A: News Post on District of West Vancouver Website

April 25, 2022 News Post

PHASE 3 OF PLANNING THE UPPER LANDS: LEARN MORE AND ASK QUESTIONS

Apr 25, 2022

Phase 3 of *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* is underway.

In this phase, we are sharing a Draft Area Development Plan for Cypress Village and Eagleridge, consistent with the policies in the Official Community Plan and with the direction from the community in Phases 1 and 2.

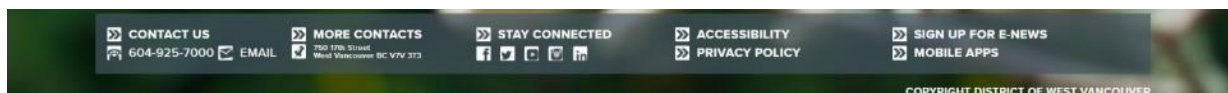
As part of Phase 3:

- **New documents** have been posted to the [project webpage](#), including the Draft Area Development Plan for Cypress Village and Eagleridge, a document about where we are in the process, an overview of what we heard in Phases 1 and 2 and how that has helped shape the draft plan, answers to anticipated questions (Phase 3 FAQs), and summary information about traffic.
- There is an **online question form** where you can ask questions about the draft plan. The question form will be open until 4 p.m. on Friday, May 20, 2022
- **Virtual information meetings** will be held via Zoom on Tuesday, May 17 from 7 to 8:30 p.m. and on Wednesday, May 18 from 1 to 2:30 p.m. for you to learn more about the draft plan and ask questions. Visit the [project webpage](#) to learn about attending a virtual meeting.
- After Phase 3, a final proposed Area Development Plan for Cypress Village and Eagleridge will be presented to Council for formal consideration of adoption as part of the District's Official Community Plan, along with other bylaws. The other bylaws will include new comprehensive development zoning for Cypress Village, a phased development agreement between the District and the developer (British Pacific Properties Limited), and supporting bylaws (e.g. park dedication bylaw).

MORE INFORMATION

To learn more about this project, ask a question, and attend a virtual information meeting, please visit:

 [westvancouver17E.ca/upperlands](https://twitter.com/westvancouver17E.ca/upperlands)



CONTACT US 604-925-7000 EMAIL MORE CONTACTS 750 17th Street West Vancouver BC V7V 3T3 STAY CONNECTED ACCESSIBILITY PRIVACY POLICY SIGN UP FOR E-NEWS MOBILE APPS

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Attachment B: Newspaper Print Advertisements in the North Shore News



Planning the Upper Lands

Creating a sustainable urban community in Cypress Village and protecting lands in Eagleridge



Phase 3 of *Planning the Upper Lands* is now underway!

Thank you to everyone who participated in Phases 1 and 2 of *Planning the Upper Lands*. Your input is helping the District of West Vancouver plan for the future of Eagleridge and Cypress Village.

Background

West Vancouver's Official Community Plan (OCP) already contains policies about protecting the Eagleridge lands for conservation and recreation and creating compact, sustainable, urban neighbourhoods in Cypress Village. The District is creating detailed policy for how to implement this vision.

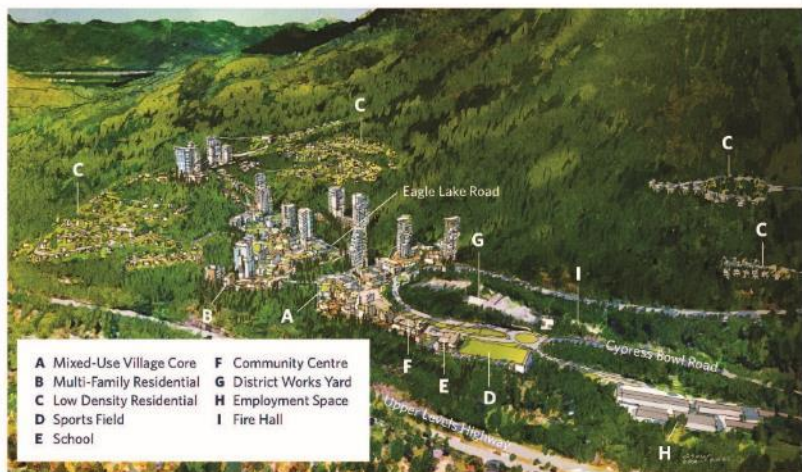
Phase 1 collected input about the trade-off between the scale of development in Cypress Village and the share of the Eagleridge lands owned by British Pacific Properties Limited (BPP) to protect at this time. Community and stakeholder feedback favoured protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach, and planning for a scale of development in Cypress Village that will enable this protection.

Phase 2 presented a draft land use plan and development concept for Cypress Village, consistent with the policies in the OCP and the direction from Phase 1. During Phase 2, the community and stakeholders responded with support for the proposed land use plan and development concept and with a wide variety of feedback.

Phase 3 (the third and final phase) is now underway. Phase 3 involves documenting the proposed plan and associated bylaws for consideration of formal adoption by Council. The bylaws will include an Area Development Plan for Cypress Village and Eagleridge, new zoning for Cypress Village, a Phased Development Agreement between the District and the developer (BPP), and supporting bylaws such as a Park Dedication bylaw and Official Community Plan Amendments bylaw.

Prior to the introduction of bylaws and the public hearing process, we are providing an opportunity for the community and stakeholders to review the draft Area Development Plan and ask questions.

Artist's Illustration of Cypress Village Upon Build-Out in About 25 Years



Virtual Information Meeting Dates

Tuesday, May 17, 2022
7-8:30 p.m.

Wednesday, May 18, 2022
1-2:30 p.m.

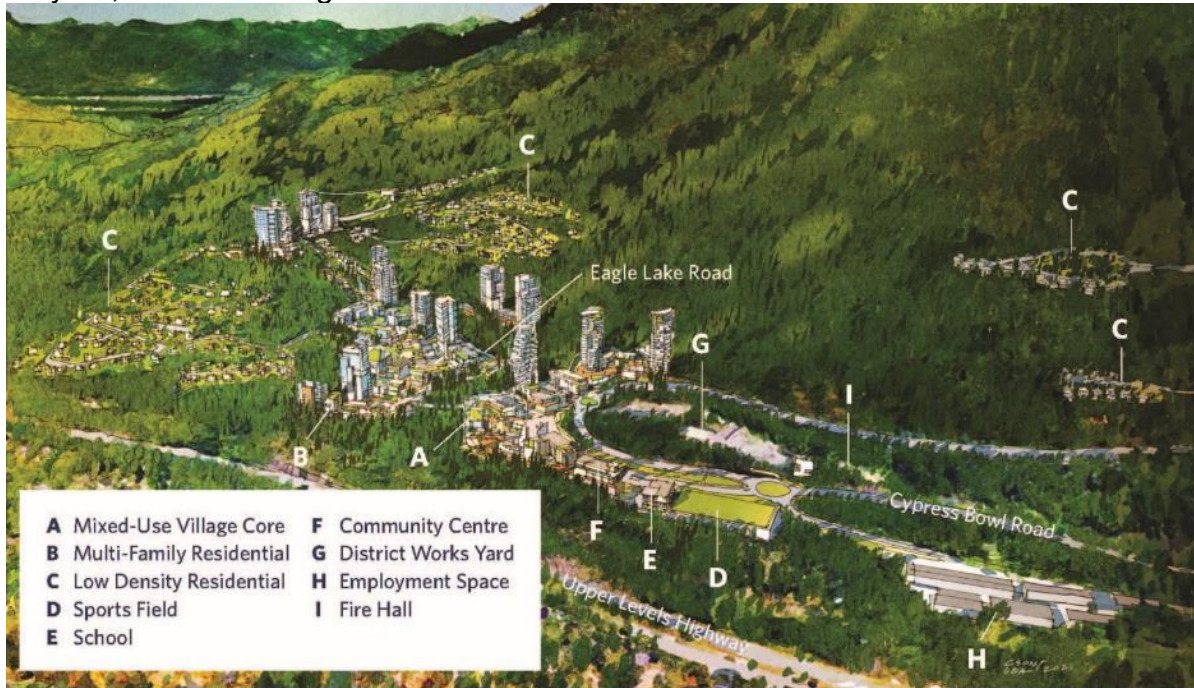
Draft Area Development Plan

Please visit the project webpage at westvancouverite.ca/upperlands to learn more about Phase 3, find out how to participate in virtual information meetings, review a copy of the draft Area Development Plan, and ask questions. The online question form will be open until 4 p.m. on **Friday, May 20, 2022**.



View of the Eagleridge Lands

westvancouver



Phase 3 of Planning the Upper Lands is underway!

Thank you to everyone who participated in Phases 1 and 2 of *Planning the Upper Lands*. Your input is helping the District of West Vancouver plan for the future of Eagleridge and Cypress Village.

In Phase 3 of Planning the Upper Lands, we are documenting the proposed plan and associated bylaws for consideration of formal adoption by Council.

Prior to the introduction of bylaws and the public hearing, there is an opportunity for you to review the draft Area Development Plan and ask questions. The Plan sets out policies that will guide the development of

Cypress Village over the next 20 to 25 years and the protection of lands in Eagleridge for recreation and conservation purposes.

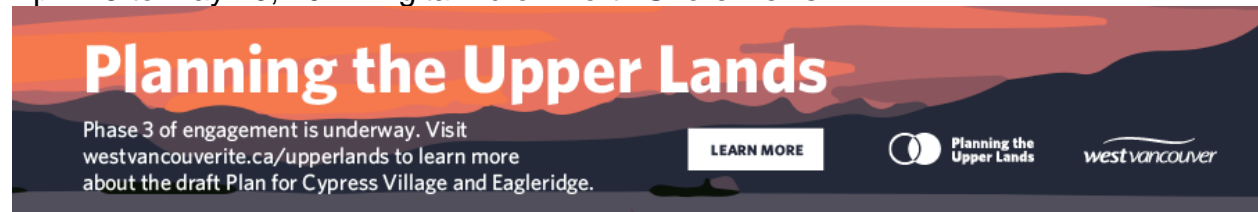
The draft Plan is posted online at westvancouverite.ca/upperlands

You can ask questions using the online question form on the project webpage until 4 p.m. on Friday, May 20, 2022.



Attachment C: Digital Advertisement on the North Shore News

April 25 to May 20, 2022 Digital Ad on North Shore News



Attachment D: Email Newsletters

April 25, 2022

Email newsletter to all westvancouverITE account holders and Planning the Upper Lands project subscribers (3,954 recipients)

“Phase 3 of Planning the Upper Lands: learn more and ask questions”



Phase 3 of *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* is underway.

Phase 3 presents a Draft Area Development Plan for Cypress Village and Eagleridge, consistent with the policies in the Official Community Plan and with the direction from Phases 1 and 2.

As part of Phase 3:

- **New documents** have been posted to the [project webpage](#), including the Draft Area Development Plan for Cypress Village and Eagleridge, a document about where we are in the process, an overview of what we heard in Phases 1 and 2 and how that has helped shape the draft plan, answers to anticipated questions (Phase 3 FAQs), and summary information about traffic.

- There is an **online question form** where you can ask questions about the draft plan. The question form will be open until 4 p.m. on Friday, May 20, 2022
- **Virtual information meetings** will be held via Zoom on Tuesday, May 17 from 7 to 8:30 p.m. and on Wednesday, May 18 from 1 to 2:30 p.m. for you to learn more about the draft plan and ask questions. Visit the [project webpage](#) to learn about attending a virtual meeting.

After Phase 3, a final proposed Area Development Plan for Cypress Village and Eagleridge will be presented to Council for formal consideration of adoption as part of the District's Official Community Plan, along with other bylaws. The other bylaws will include new comprehensive development zoning for Cypress Village, a phased development agreement between the District and the developer (British Pacific Properties Limited), and supporting bylaws (e.g. park dedication bylaw).

More information

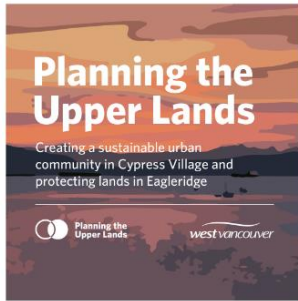
To learn more about this project, ask a question, and attend a virtual information meeting, please visit:

westvancouverITE.ca/upperlands

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Phase 3 of Planning the Upper Lands

Phase 3 of planning for the future of Cypress Village and Eagleridge in the Upper Lands is underway. In this phase, we are sharing a Draft Area Development Plan for Cypress Village and Eagleridge, consistent with the policies in the Official Community Plan and with the direction from the community in Phases 1 and 2.

Read the draft plan, ask questions, and learn about attending a virtual information meeting.

[Visit project page](#)



New lawn watering regulations in effect starting May 1

Starting May 1, Metro Vancouver will introduce seasonal lawn watering regulations for homes and businesses in order to better conserve our drinking water during the hot, dry summer months.

New this year, residents and businesses will be permitted to water lawns one morning per week during Stage 1 of the [Drinking Water Conservation Plan](#), with designated days determined by property address and type. Enter your address at metrovancover.org/lawns to find your new days and times.

[Learn more](#)



West Vancouver Fire & Rescue unveils new tower truck

West Vancouver Fire & Rescue is honoured that Xwalacktun OBC of the Skwxwú7mesh Úxwumixw has contributed artwork on their new tower truck.

A blessing and push-in ceremony was held at Fire Hall No. 1 earlier this month to welcome the tower truck into the fleet.

[Read more](#)

(continues on following page)

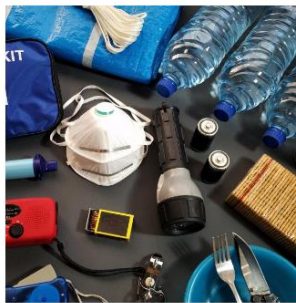


Register to vote and subscribe to election updates

West Vancouver residents will elect one mayor, six councillors, and five school trustees for four-year terms on Saturday, October 15, 2022. Vote by mail and advance voting opportunities will be available. Visit [Elections BC's](#) website to register to vote or update your records.

Stay in the loop! Whether you are a voter or thinking about being a candidate, subscribe to receive email updates about the 2022 election.

[Subscribe](#)



Be prepared for an emergency

Emergency Preparedness Week is May 1 to 7. Improve your resiliency in the face of an emergency by registering for one of these free workshops.

Emergency Preparedness Basics

North Shore Emergency Management will review potential hazards that North Shore residents face, how to create an emergency plan and kit, and how to sign up for [Alertable](#), the North Shore's emergency notification system.

- Virtual
- Wednesday, May 4, 7–8 p.m.

FireSmart Workshop

West Vancouver Fire & Rescue will provide guidance on how to increase the wildfire resiliency of your property and neighbourhood.

- West Vancouver Memorial Library, 1950 Marine Drive
- Thursday, May 5, 6:30–7:30 p.m.

[Learn more & register](#)



[Subscribe to e-west](#)

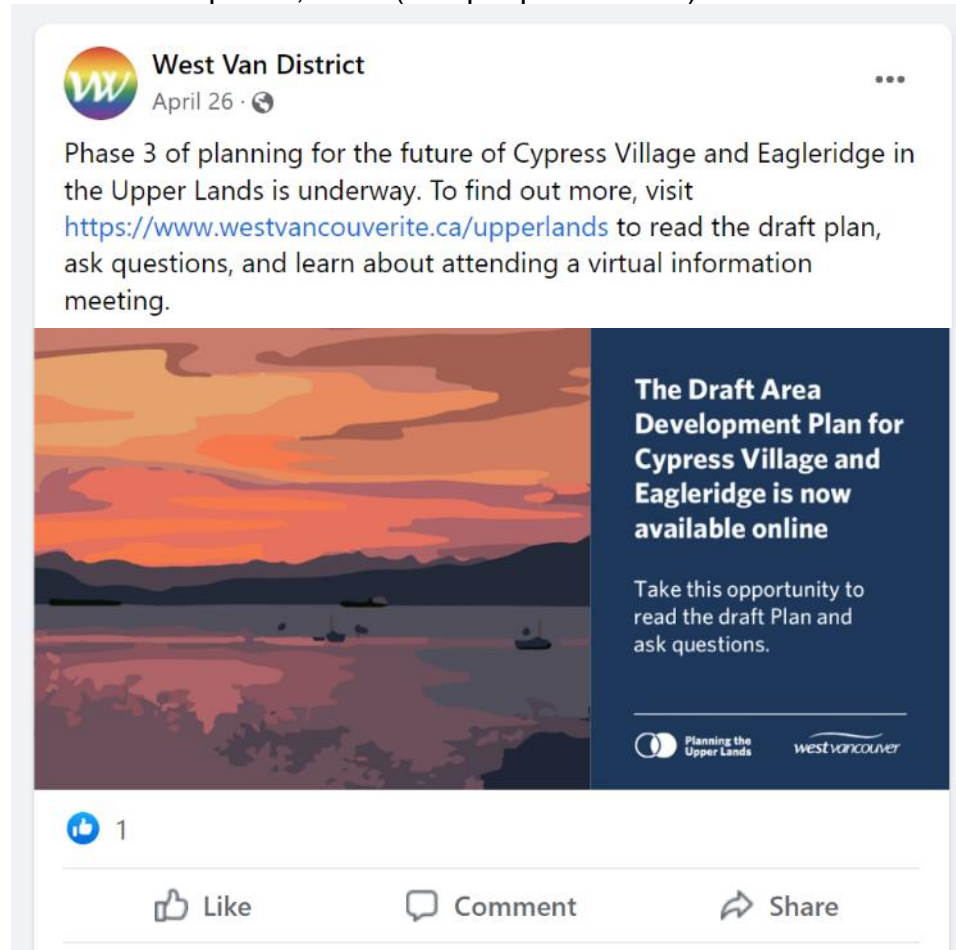
This message was sent to you by District of West Vancouver

750 17th Street
West Vancouver BC V7V 3T3

[You can change your communication preferences or unsubscribe from future mailings.](#)


Attachment E: Social Media Posts during Phase 3

Facebook – April 26, 2022 (201 people reached)



West Van District
April 26 · 🌐

Phase 3 of planning for the future of Cypress Village and Eagleridge in the Upper Lands is underway. To find out more, visit <https://www.westvancouverite.ca/upperlands> to read the draft plan, ask questions, and learn about attending a virtual information meeting.



The Draft Area Development Plan for Cypress Village and Eagleridge is now available online

Take this opportunity to read the draft Plan and ask questions.

Planning the Upper Lands | westvancouver

1

Like Comment Share

Twitter – April 26, 2022 (186 impressions*)



District of West Vancouver @WestVanDistrict · Apr 26

Phase 3 of planning for the future of Cypress Village and Eagleridge in the Upper Lands is underway. Visit westvancouverite.ca/upperlands to read the draft plan, ask questions, and attend a virtual information meeting.
[#westvan](#) [#westvancouver](#) [#cypressvillage](#) [#eagleridge](#) [#upperlands](#)



Planning the Upper Lands
Creating a sustainable urban community in Cypress Village and protecting lands in Eagleridge

westvancouverite.ca
Planning the Upper Lands: Creating a sustainable ...
We acknowledge that we are on the traditional, ancestral and unceded territory of the Squamish ...

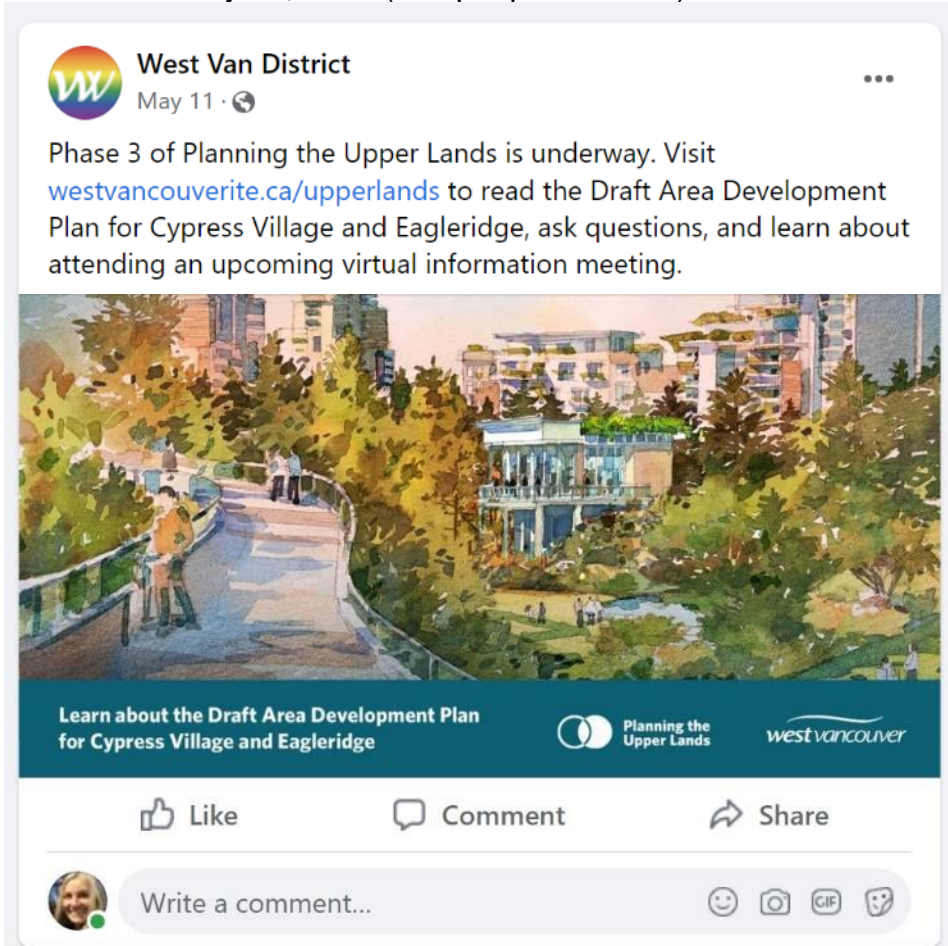
2

* Impressions means the number of times the post was seen

Instagram – April 26, 2022 (350 people reached)



Facebook – May 11, 2022 (217 people reached)



Twitter – May 11, 2022 (409 impressions*)




* Impressions means the number of times the post was seen

Instagram – May 11, 2022 (310 people reached)




Facebook – May 16, 2022 (291 people reached)

 **West Van District**
May 16 at 1:03 PM · 🌐


Learn more about the Draft Area Development Plan for Cypress Village and Eagleridge by attending a virtual information meeting this week:


- 📍 Tuesday, May 17, 7–8:30 p.m.
- 📍 Wednesday, May 18, 1–2:30 p.m.

Attend a meeting, ask questions, and learn more at westvancouverite.ca/upperlands.






The Draft Area Development Plan for Cypress Village and Eagleridge is available online

 Planning the Upper Lands

 westvancouver

👍 2 2 Shares

 Like  Comment  Share

Twitter – May 16, 2022 (363 impressions*)



* Impressions means the number of times the post was seen

Instagram – May 16, 2022 (547 people reached)



Instagram Story – May 16, 2022

The image is a screenshot of an Instagram story from the account @westvandistrict, posted 6 hours ago. The story features a blue background with white text and a central image. At the top left is the 'WV' logo. The main text reads: 'Attend a virtual information meeting on May 17 or 18!'. Below this is a landscape illustration of a modern urban development with green spaces and buildings. Underneath the illustration, the text says: 'Learn about the Draft Area Development Plan for Cypress Village and Eagleridge'. At the bottom of the illustration area are the logos for 'Planning the Upper Lands' and 'west vancouver'. Below the illustration area is the handle '@westvandistrict'. At the very bottom is a large green button with a white hand cursor icon and the text 'REGISTER NOW'.

WV westvandistrict 6h

Attend a virtual information meeting on May 17 or 18!



Learn about the Draft Area Development Plan for Cypress Village and Eagleridge

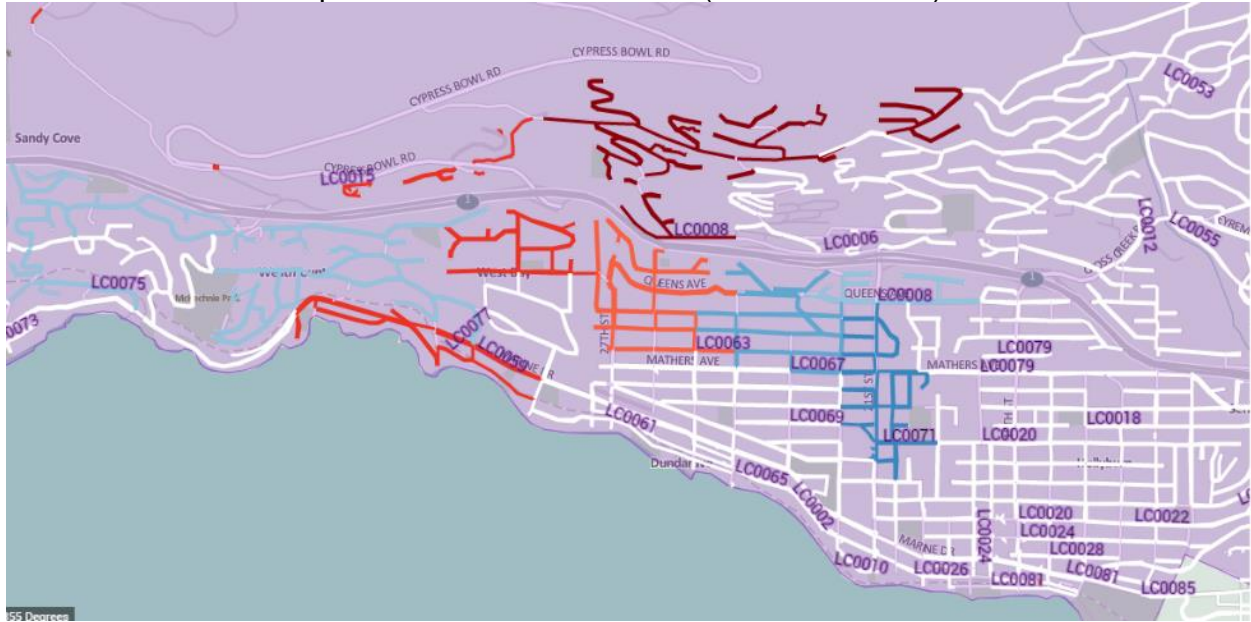
Planning the Upper Lands west vancouver

@westvandistrict

REGISTER NOW

Attachment F: Direct Mail Letter to Local Residents

Distribution Area for April 2022 Direct Mail Letter (coloured routes)



PLANNING & DEVELOPMENT SERVICES
750 17th Street West Vancouver BC V7V 3T3
t: 604-925-7055 f: 604-925-6083



April 25, 2022

Dear Resident:

Re: Community Engagement Opportunity: Phase 3 of Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge

The third and final phase (Phase 3) of *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* is underway.

Drawing on the planning work and community/stakeholder engagement from Phases 1 and 2, Phase 3 involves documenting the proposed plan and associated bylaws for consideration of formal adoption by Council. The bylaws will include:

- An Area Development Plan (ADP) for Cypress Village and Eagleridge.
- New Comprehensive Development (CD) zoning for Cypress Village.
- A Phased Development Agreement (PDA) between the District and the developer (BPP) which will set out the development phasing and the provision of community amenities in Cypress Village as well as the legal mechanisms for protecting the lands in Eagleridge.
- Supporting bylaws (such as a Park dedication bylaw and OCP amendments bylaw).

Given the high level of interest from the community and stakeholders in planning for Cypress Village and Eagleridge, prior to the introduction of bylaws and the public hearing process, we are providing an additional opportunity for community and stakeholder engagement.

The purpose of this additional engagement is to allow the community and stakeholders to review the draft Area Development Plan and ask questions, before it is presented as part of a package of bylaws for Council's consideration.



Municipal Hall | 750 17th Street West Vancouver British Columbia V7V 3T3
main reception | t: 604-925-7000 e: info@westvancouver.ca westvancouver.ca

As part of the Phase 3 additional engagement:

1. **New documents** have been posted to the project webpage, including:
 - the draft Area Development Plan
 - a summary of where we are in the process
 - an overview of what we heard in Phases 1 and 2 and how that has helped shape the draft Plan
 - a document with answers to anticipated questions
 - summary information about the traffic impact analysis
2. There is an **online question form** on the project webpage that is open until Friday, May 20, 2022.
3. **Virtual information meetings** will be held for you to learn more and ask questions:
 - Tuesday, May 17, 7 – 8:30 p.m.
 - Wednesday, May 18, 1 – 2:30 p.m.

Visit the project webpage at westvancouver.ca/upperlands to learn more.

If you have any questions, please use the online question form on the project webpage or email upperlands@westvancouver.ca

Sincerely,



Jim Bailey
Director of Planning & Development Services
District of West Vancouver

Attachment G: Template Email for Outreach to Stakeholder Groups

Hello,

We are writing to let you know that Phase 3 of the District of West Vancouver's planning and engagement process called "*Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge*" is underway.

Phase 3 presents a Draft Area Development Plan for Cypress Village and Eagleridge, consistent with the policies in the Official Community Plan and with the direction from Phases 1 and 2.

As part of Phase 3:

- **New documents** have been posted to the project webpage (link below), including the Draft Area Development Plan for Cypress Village and Eagleridge, a document about where we are in the process, an overview of what we heard in Phases 1 and 2 and how that has helped shape the draft plan, answers to anticipated questions (Phase 3 FAQs), and summary information about traffic.
- There is an **online question form** where you can ask questions about the draft plan. The question form will be open until 4 p.m. on Friday, May 20, 2022.
- **Virtual information meetings** will be held via Zoom on Tuesday, May 17 from 7 to 8:30 p.m. and on Wednesday, May 18 from 1 to 2:30 p.m. for you to learn more about the draft plan and ask questions. Visit the project webpage (link below) to learn about attending a virtual meeting.

Following the Phase 3 engagement about the Draft Area Development Plan, a final proposed Area Development Plan for Cypress Village and Eagleridge will be presented to Council for formal consideration of adoption as part of the District's Official Community Plan, along with other bylaws. The other bylaws will include new comprehensive development zoning for Cypress Village, a phased development agreement between the District and the developer (British Pacific Properties Limited), and supporting bylaws (e.g. park dedication bylaw).

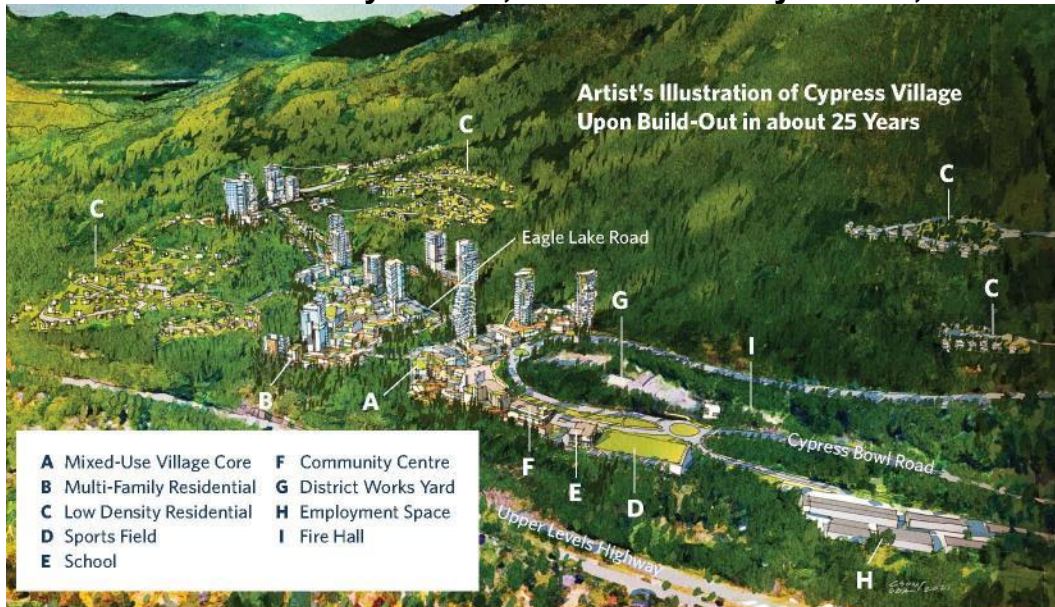
More information: To learn more about this project, ask a question, and attend a virtual information meeting, please visit the project webpage which is online here:

<https://www.westvancouverite.ca/upperlands>

In addition, if (*insert stakeholder name*) would like to provide any comments on the Draft Area Development Plan, we would welcome an email with your input or would be happy to arrange a call in the next few weeks.

Thanks very much,
Nicole Olenick
Planning the Upper Lands project team

Attachment H: Poster at West Vancouver Memorial Library, West Vancouver Community Centre, Seniors' Activity Center, and Youth Hub



Phase 3 of *Planning the Upper Lands* is underway!

Thank you to everyone who participated in Phases 1 and 2 of *Planning the Upper Lands*. Your input is helping the District of West Vancouver plan for the future of Eagleridge and Cypress Village.

In Phase 3 of *Planning the Upper Lands*, we are documenting the proposed plan and associated bylaws for consideration of formal adoption by Council.

Prior to the introduction of bylaws and the public hearing, there is an opportunity for you to review the draft Area Development Plan and ask questions. The Plan sets out policies that will guide the development of Cypress Village over the next 20 to 25 years and the protection of lands in Eagleridge for recreation and conservation purposes.

The draft Plan is posted online at westvancouverite.ca/upperlands

You can ask questions using the online question form on the project webpage until 4 p.m. on Friday, May 20, 2022.



Attachment I: Presentation from the Phase 3 Virtual Information Meetings

The same slide deck was used for both Virtual Information Meetings (May 17 and 18, 2022)



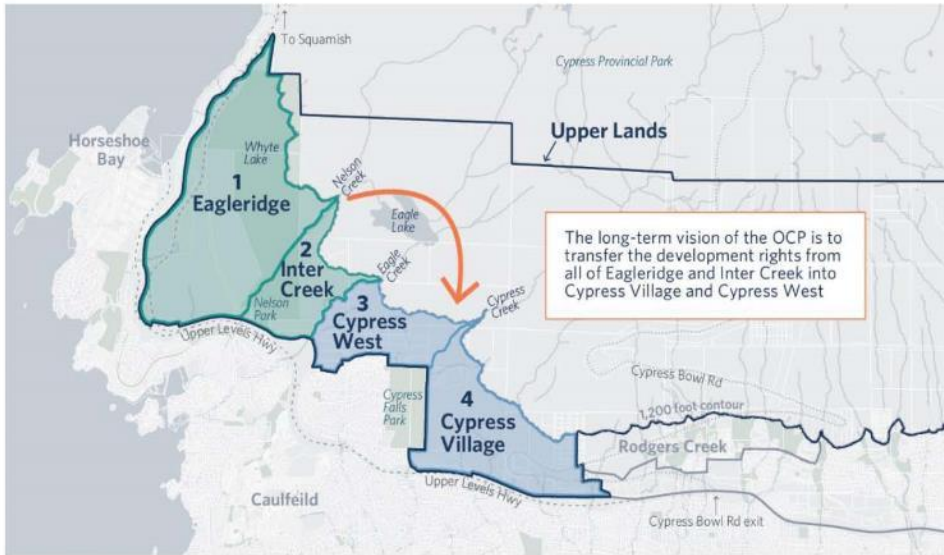
Overview of Presentation



1. Context and Goals for Process
2. Focus of this Phase
3. Some Highlights of the Draft Plan
4. Next Steps

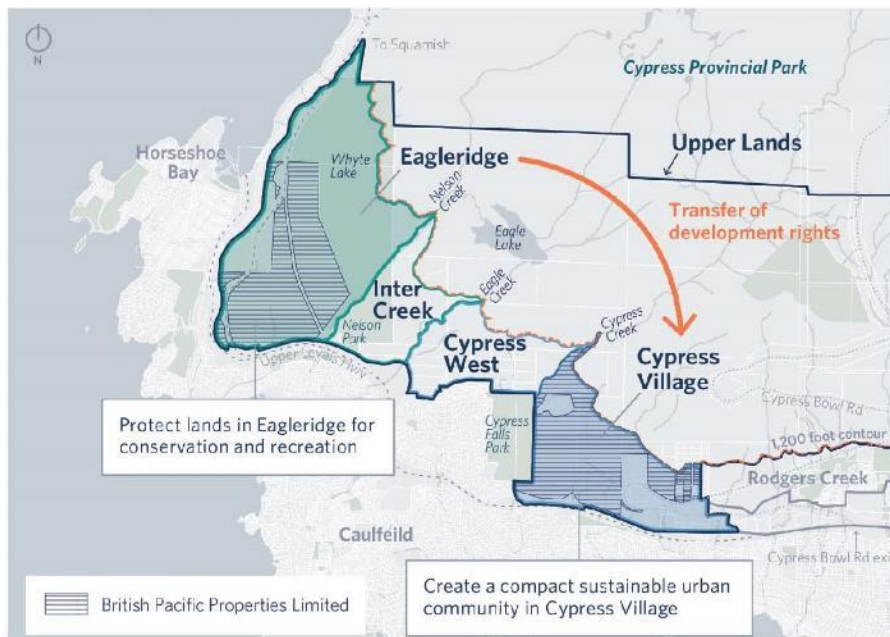
2

Vision in the Official Community Plan



3

Goals of Planning the Upper Lands



4

Planning the Upper Lands Process



Phase 3 Additional Engagement

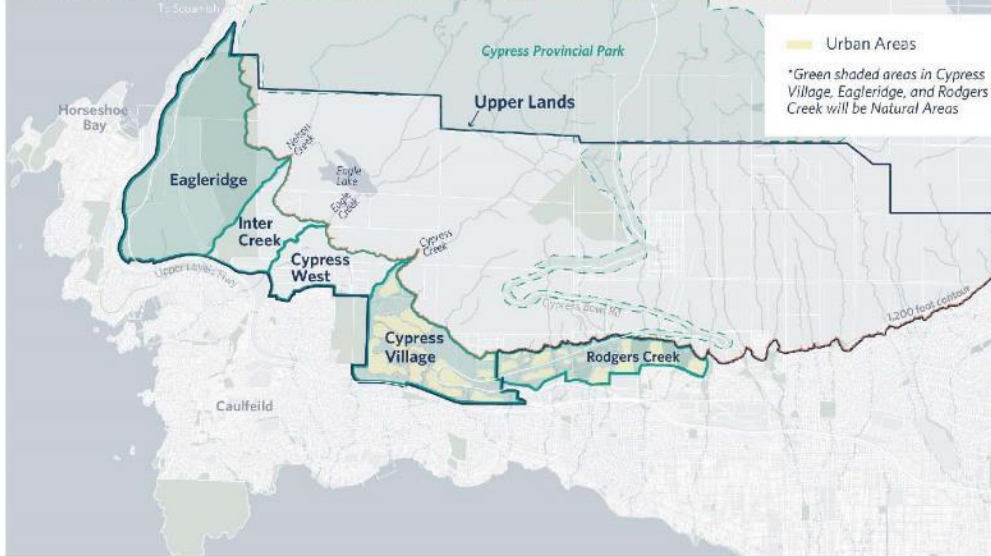
New Documents Posted on the Project Webpage:

1. Draft Area Development Plan for Cypress Village and Eagleridge
2. A summary of where we are in the process
3. An overview of what we heard in Phases 1 and 2 and how that helped shape the Draft Plan
4. A document with answers to anticipated questions (Phase 3 FAQs)
5. Summary information about traffic

Opportunity to learn more, ask questions, and provide comments

Some Highlights of the Draft Plan

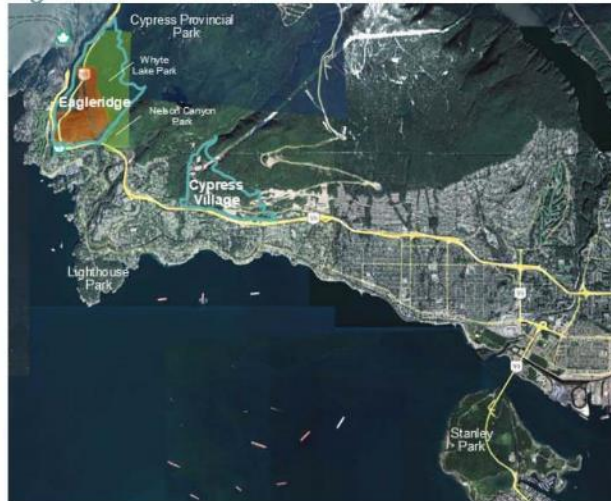
Urban and Natural Areas Plan (Eagleridge and Cypress Village)



7

Some Highlights of the Draft Plan

Protecting Lands in Eagleridge



- Protecting 262 acres in Eagleridge (*Lighthouse Park is 190 acres*)
- Creates a contiguous area of about 800 acres with adjacent District-owned Whyte Lake & Nelson Canyon Parks (*Stanley Park is about 1,000 acres*)

8

Some Highlights of the Draft Plan

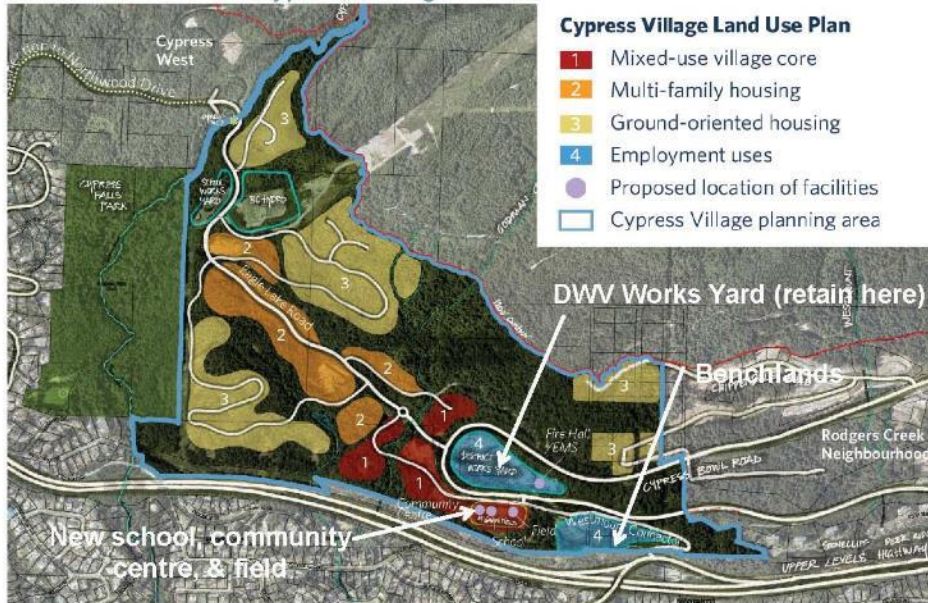
Total Size of Community and Housing Mix for Cypress Village

Unit Type	Total # of Housing Units	Approximate Share of Total Units
Single family lots/houses	at most 230 units	6%
Duplex, triplex, townhouse units	at least 161 units	4%
Rental apartment units, affordable rental rates	at least 184 units	5%
Rental apartment units market rental rates	at least 553 units	15%
Strata apartment units	at most 2,583 units	70%
Total Housing Count in Cypress Village	at most 3,711 units	100%

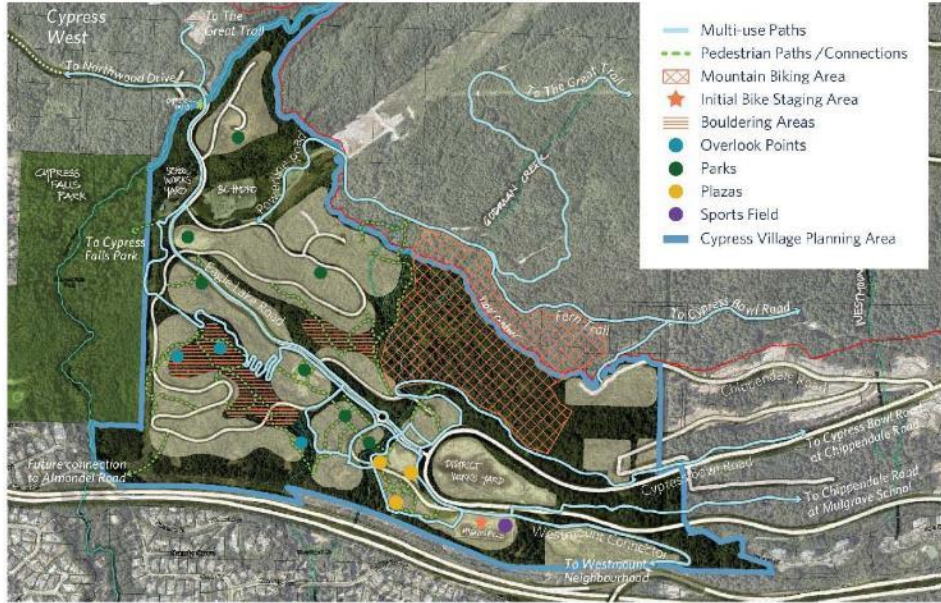
about 6,900 people at build-out

Some Highlights of the Draft Plan

Land Use Plan for Cypress Village



Recreation Areas Plan for Cypress Village



11

Community Amenities and Facilities in Cypress Village:

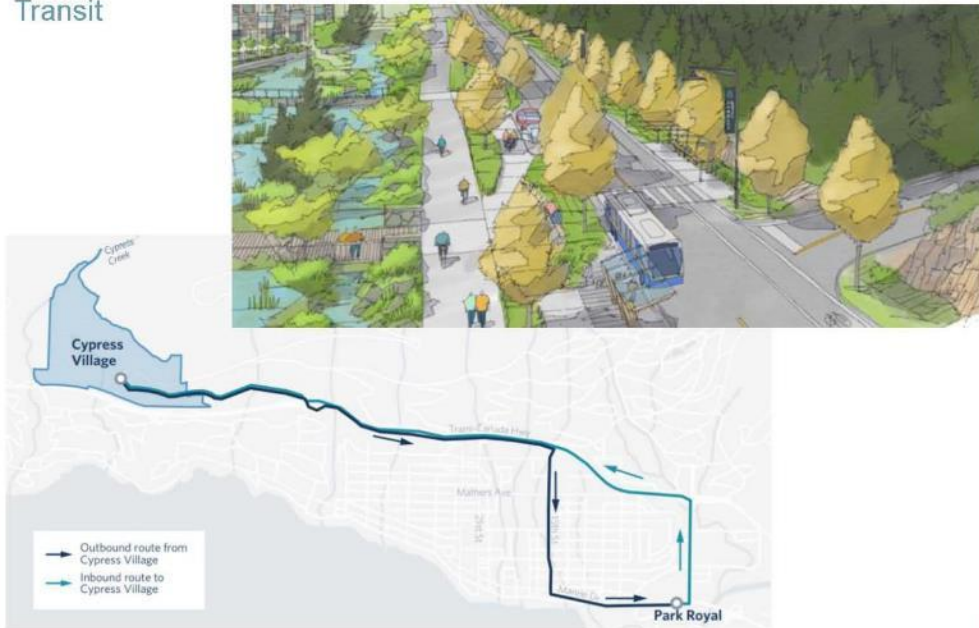
1. Fire station
2. Community centre
3. Child care facilities
4. A site for an elementary school
5. Sports field



12

Some Highlights of the Draft Plan

Transit



13

Some Highlights of the Draft Plan

BPP Obligations

- Pay for all on-site and off-site infrastructure to serve Cypress Village
- Fund and operate Independent Transit Service
- Develop the affordable purpose-built rental housing units
- Provide community amenities or \$ contributions towards them
- Pay regional and local DCCs (with reduced DCC rates in Cypress Village reflecting that BPP is supplying the local infrastructure and transferring ownership of the lands in Eagleridge)

14

District Obligations

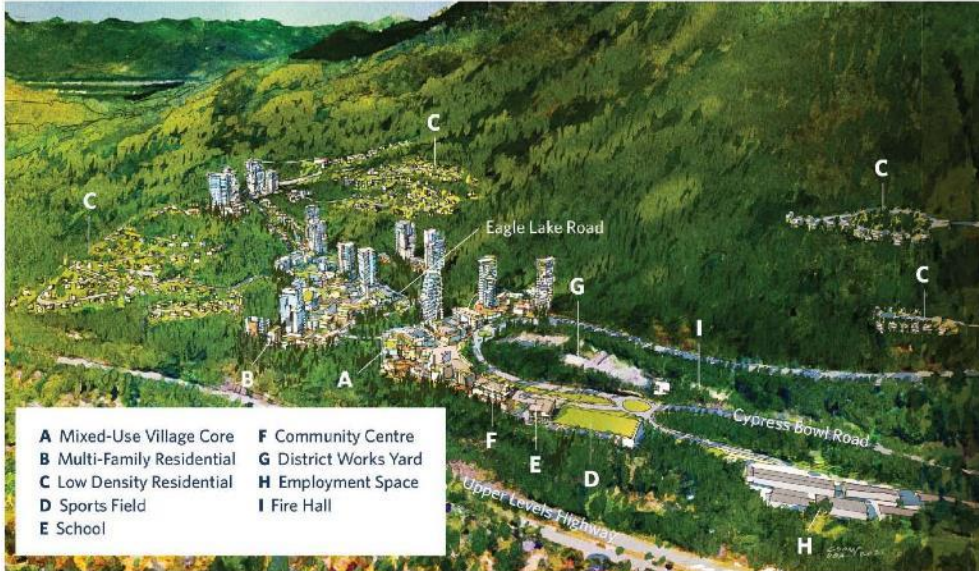
- Pay for incremental capital costs if the District and BPP agree that BPP will upsize some servicing or amenities beyond what is needed to serve Cypress Village
- Contribute funds from some DCC Reserves and CAC Reserves towards purposes for which the funds were collected
- Make consequential upgrades or changes to some District uses
- Own, operate, maintain the fire station, community centre, child care spaces, roads and active transportation network, and parks and open spaces
- Transfer some District-owned vacant parcels (or portions thereof) in Cypress Village to BPP

Concept Plan of Cypress Village Upon Build-Out



Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village Upon Build-Out



17

Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village in 5 Years



18

Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village in 10 Years



19

Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village in 15 Years



20

Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village in 20 Years



Some Highlights of the Draft Plan

Artist's Illustration of Cypress Village in 25 Years



Some Highlights of the Draft Plan



23

Some Highlights of the Draft Plan



24

Some Highlights of the Draft Plan



25

Next Steps

- Draft Plan currently on webpage for review
- Online question form open until 4pm on Friday, May 20, 2022
- Following Phase 3 engagement, intend to present bylaws for Council's consideration

Webpage: westvancouverITE.ca/upperlands

Email: upperlands@westvancouver.ca

Thank you!

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Attachment J: Summary of Questions from the Phase 3 Virtual Information Meetings



Summary of Questions from the Phase 3 Virtual Information Meetings (May 2022)

This document provides a summary of questions asked and brief notes about the answers provided as part of the Phase 3 Virtual Information Meetings on May 17 and 18, 2022 for *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge*. This is a summary only; it is not a transcript. While best efforts were made to make notes during the meetings, the question period from the meetings was not recorded and this list may not include all questions. In some cases, follow-up information is provided as a reference for further information. The questions from the two meetings have been grouped by topic in this document.

Questions About How Community Input Has Helped Shape the Draft Plan

1. What has changed in the plan since the last phase ended? What citizen concerns were addressed?

- One of the documents posted online is a summary of that information (see the document called "What we heard in Phases 1 and 2 and how that helped shape the Draft Plan")
- Examples include: there were some concerns about the development footprint near Cypress Creek and the plan was adjusted to reflect that input; feedback from the mountain biking community throughout the process resulted in some changes to the recreation plan and commitments regarding mountain biking trails and trail planning processes; changes were made to the layout of taller buildings to help enhance the pedestrian scale of the village core in response to community input in early phases; in Phase 1, the community and stakeholder feedback supported protecting all of the lands in Eagleridge that are currently owed by BPP at this time, rather than in a phased approach, so the subsequent planning work in Phases 2 and 3 reflects this community input

Questions about Land Ownership

2. Are there private landowners in Eagleridge and Inter Creek? How will their lands be considered?

- There are other public landowners in Eagleridge (e.g. BC Hydro) but not private landowners
- We have communicated with BC Hydro as part of this process
- There may be private landowners further east towards the village (e.g. in Inter Creek or Cypress West) who we would work with in subsequent processes about those planning areas
- *Follow-up information: The lands in Inter Creek are owned by the District, BPP, or BC Hydro and the lands in Cypress West are owned by the District or BPP*

Questions about Parking, the Road Network, and/or Transit

3. Is there parking for people coming to the village for recreation, or is transit the only option for visitors?

- The transit service will be one option for visitors
- There will be parking for visitors
- Most of the parking in the village core will be underground; there will also be some on-street parking

4. Will the majority of eastbound traffic from Cypress Mountain and the village return to the highway via Cypress Bowl Road or will the new connector have an overpass around Westmount?

- Most traffic will return to the highway via Cypress Bowl Road in the short term
- Once the Westmount Connector is built, traffic will have options

5. Will there be upgrades to Cypress Bowl Road such as a new lane being added?

- The District is working closely with the Ministry of Transportation and Infrastructure (MOTI); Cypress Bowl Road is under its jurisdiction
- MOTI has reviewed the traffic impact assessment for Cypress Village
- Over time, we think the character of Cypress Bowl Road will change; we anticipate speeds will be reduced and new intersections will be added including two new intersections to provide access to the village which are proposed to be roundabouts
- Other changes are also anticipated such as upgrades to the Cypress Bowl Road interchange with the highway, a signal the Cypress Bowl Road and Cypress Bowl Lane intersection, and some laning changes associated with the Cypress Bowl Lane intersection
- Separate to the planning work for Cypress Village, the District is also currently discussing changes to the intersection of Cypress Bowl Road and Chippendale Road, and Cypress Bowl Road/Road J/Uplands Way (which are in Rodgers Creek)
- *Follow-up information: See Section 9.4.4 of the Draft Area Development Plan for Cypress Village and Eagleridge for a description of the anticipated changes to Cypress Bowl Road*

6. When will we learn more about how much traffic might be directed into the Westmount and Altamont neighbourhoods with the planned introduction of the Westmount Connector? Is a traffic light proposed for the Wentworth Avenue/Exit 7 roadway?

- More detailed information about traffic will be available in the traffic impact assessment, which will be provided as part of the package of information accompanying the bylaws when brought forward for Council's consideration of formal adoption
- It is anticipated that changes including a traffic light will be made to the Westmount Road intersection
- *Follow-up information: see Policy 9.4.8 in the Draft Area Development Plan for Cypress Village and Eagleridge which describes that "Over time, upgrades are anticipated where the Westmount Connector meets Wentworth Avenue, including a traffic signal and laning upgrades, and south of the Highway at the Westridge Avenue/Westmount Road intersection, including a traffic signal, laning upgrades, and road geometry improvements"*

7. For the transit service that will connect Cypress Village to Park Royal, the map looks like it only runs to the village core, but doesn't the entire village need to be served?

- The transit service will initially have stops in the village core
- Additional stops will be added along Eagle Lake Road over time as the village develops
- There is a map in the Draft Plan that shows the conceptual location of proposed bus stops that will be added over time
- *Follow-up information: See Figure 9H in the Draft Area Development Plan for Cypress Village and Eagleridge for the anticipated transit route and transit stops within Cypress Village*

8. Can you explain the Independent Transit Service versus West Vancouver Blue Bus versus TransLink? Could Cypress 253 service the village?

- TransLink currently does not have transit service to Cypress Village
- TransLink has approved a Cypress Village Independent Transit Service (ITS)
- TransLink has policies that outline the requirements for an ITS
- BPP is required to commence the ITS as soon as the first building in the village core is occupied
- We expect that TransLink will take this service on in the future
- *Follow-up information: West Vancouver's Blue Bus is part of the regional system. As a sub-contractor to TransLink, Blue Bus service levels are set by TransLink. West Vancouver does not have any discretion in adding or changing services. The ITS for Cypress Village will be required*

to meet all of the general terms, conditions, criteria, and requirements outlined in TransLink's Independent Transit Service Policy as well as the operating terms and conditions specific to TransLink's approval of the Cypress Village ITS

Questions about the Active Transportation Network and Recreation

9. Will there be trail connections between Cypress Village and Rodgers Creek?

- The pedestrian/cycling network includes multi-use paths connecting Cypress Village to Rodgers Creek (e.g. there is a path from the Cypress Pop-Up Village to the new Trestle Bridge, there will be a multi-use path connecting the village core across Cypress Bowl Road to run east of the District Operations Centre site to connect to Chippendale Road near Mulgrave School)
- Vehicular access to the village will be via two roundabouts on Cypress Bowl Road and the Westmount Connector

10. Will it be fairly steep to walk to get around Cypress Village, like living on Sentinel Hill, especially for seniors?

- We think Sentinel Hill is steeper
- The village core and amenities are located on the flattest parts of the village
- Visiting the McGavin Field site where the Cypress Pop-Up Village is located could help give a sense of the topography in the village core
- *Follow-up information: See Section 9.4.13 of the Draft Area Development Plan for Cypress Village and Eagleridge for more information about the active transportation network and standards that will be met*

11. The planned walking, hiking, and mountain bike trails are impressive and will be a great asset to the community. Who is responsible for maintaining these trail amenities?

- Generally speaking, the District will have the overall responsibility for maintaining trails
- The District intends to work with stakeholders to help plan for, build, and maintain trails
- The District intends to engage in a subsequent process with a number of stakeholders to explore options that could include co-managing some of the areas such as the lands in Eagleridge
- *Follow-up information: see Policy 9.5.5 which outlines two separate, subsequent trails planning processes that are envisioned for formalizing and managing trails*

12. What is the definition of "recreation" above the 1,200 foot contour line?

- For clarity, no development is proposed above the 1,200 foot contour as part of the Draft Plan
- The District is committed to a separate, subsequent process about planning for and managing the trails and areas above the 1200 foot contour
- *Follow-up information: See Points 17 and 18 in Section 11.0 of the Draft Area Development Plan for Cypress Village and Eagleridge which outlines commitments to subsequent trail planning processes*

Questions about Phasing and Timelines

13. How will the District ensure that the developer will actually develop the lands and not just sell them off?

- There will be a 20-year Phased Development Agreement between the District and BPP outlining requirements including phasing requirements
- BPP could choose not to build out Cypress Village but we expect that they will want to, in part because BPP is transferring 262 acres of land in Eagleridge to the District and giving up the ability to develop those lands
- We expect that BPP will partner with other developers to deliver components of the village. The bylaws and agreements will govern all of the development in Cypress Village, including any components built by other developers

14. What timeline do you see for local West Vancouver retirees to downsize from their houses into condos in this area and for having services in place such as pubs?

- If the Area Development Plan and associated bylaws are adopted this year, we think it would be reasonable to anticipate that the first buildings could be complete in Cypress Village within about 3 to 5 years
- BPP will be required to provide some of the important commercial space in the initial phase (e.g. grocery store)
- The Phased Development Agreement will include requirements for BPP to provide amenities within set timeframes

15. What is the sequence of construction for the main pathways which could help with re-routing the Trans Canada Trail?

- The village will be developed in an east to west connection
- Based on stakeholder input in previous phases, the Draft Plan includes the idea of exploring options for re-routing the Trans Canada Trail in this vicinity to connect with some of the new trails and pathways being planned as part of Cypress Village
- We don't have the anticipated timeframe for the main trails that could connect to the Trans Canada Trail on hand for this virtual information meeting but can provide this information in a follow-up email
- *Follow-up information: The planning team advised the participant by email after the meeting that the trails shown in dark blue in Figure 9K in the Draft Area Development Plan for Cypress Village and Eagleridge are anticipated to be built between years 5 and 10*

Questions about the Transfer of Development Potential

16. In percentage terms, how much of the density in Cypress Village is connected to the Eagleridge lands transfer and how much is connected to the developer supplying community amenities in Cypress Village?

- In round numbers, about 1,500 of the total 3,700 housing units in Cypress Village help enable the transfer of development potential from the Eagleridge lands, about 300 housing units help cover the cost of amenities in Cypress Village, about 200 units are affordable housing, and the balance (about 1,700 housing units) help convert the zoning on BPP's lands in Cypress Village from single family zoning to zoning that allows the mixed-use village and help cover the costs of infrastructure in the village
- So, about 40% of the housing units are related to protecting the lands in Eagleridge
- *Follow-up information: More a more detailed explanation of the transfer of development potential, see Questions 15 and 17 in the Phase 3 FAQs document*

Questions about Financial Considerations, Developer Obligations, and Amenities

17. When Cypress Village is fully built out, do you anticipate that West Vancouver taxpayers will likely see their taxes go down or up or stay the same?

- We anticipate a neutral impact
- Including the business park type employment space will help diversify West Vancouver's tax base, which could have a positive impact with the opportunity to spread the tax burden
- Generally speaking though, we don't anticipate a significant positive or significant negative impact
- *Follow-up information: A financial impact analysis is being completed and will be part of the information materials available when the bylaws are brought forward for Council's formal consideration of adoption*

18. Is BPP required to provide temporary housing for the construction workers, to help reduce traffic on/off the North Shore?

- No, we haven't contemplated that and the agreements do not include that as a requirement of BPP

19. As the District looks for a new home for the Arts Museum, the village and the spectacular water view that it offers would be the ideal location. Has there been any thought to building the Arts Museum at Cypress Village and having BPP pay for it? If this has not been considered, can it be considered?

- This has not been contemplated as part of the amenities package for Cypress Village
- There is limited land in the planning area, a limited amount of amenities that can be paid for based on the proposed community size (and adding more amenities would mean adding more density to help pay for them), and from a traffic perspective there is an intention not to have significant “draws” to attract visitors to the village (recognizing that some outdoor recreation uses such as mountain biking and bouldering will draw visitors)

Questions about Servicing

20. Was a hydrology study completed as part of the planning work?

- The Draft Plan includes a conceptual servicing strategy for Cypress Village
- More detailed hydrological and storm water designs will be completed for individual development parcels within the village as development proceeds over time, consistent with the conceptual strategy
- This planning process involves protecting 262 acres of land in Eagleridge that could otherwise be developed, which has hydrological benefits

21. Where will the water supply for Cypress Village come from?

- From both Eagle Lake and Metro Vancouver sources
- *Follow-up information: See Section 9.9 the Draft Area Development Plan for Cypress Village and Eagleridge for the Conceptual Servicing Strategy including information about the water servicing concept*

22. What portion of the water supply will come from Eagle Lake?

- We don't have that information on hand for this virtual information meeting but please feel welcome to email us at upperlands@westvancouver.ca and we can follow up with District Engineering staff

23. What is the impact on our future drinking water supply? Currently fire suppression uses drinking water, but could it use grey water?

- The capacity of various watersheds has been taken into consideration as needed
- The existing reservoirs are adequate to service the area with drinking water and other water needs
- The servicing networks will be paid for by the developer and the designs will ensure adequate supply
- We will follow up with the Fire Chief regarding whether grey water could be used for fire fighting purposes

24. There was an article published on the North Shore News website last week and in the paper today that discussed the road closures of Exit 7 and Exit 8 off of the Upper Levels Highway, for a number of months. District staff were interviewed for the article and it was then reported that the Five Creeks flood control project would be needed “even if there was no future development above the highway”, the result of climate change. Is this your perspective as well – that a flood control project this big and costly was needed, solely to handle increased moisture and runoff due to climate change and not because of development above the Upper Levels Highway? Was the Integrated Stormwater Management Plan for this area initiated due to concerns about climate change, or was it to address current and future development? Is this reflected in the ISMP initialization meetings?

- The Five Creeks Stormwater Flood Protection Project would be necessary even if there was no additional development above the highway

- *Follow-up information: More information about the Five Creeks Stormwater Flood Protection Project including FAQs is available on the District's website [here](#)*

Questions about the Environment

25. Are there any protected wildlife in the development area that will be displaced?

- There has been a careful environmental analysis of the development area in Cypress Village
- There are some protected plant and wildlife species
- *Follow-up information: See Appendix D in the Draft Area Development Plan for Cypress Village and Eagleridge for a summary of the environmental Sieve Analysis for Cypress Village*

26. What impact will the heat generated by the village have on snow at Cypress Mountain?

- We don't have a specific answer to this question but in general terms the Draft Plan aims to help mitigate climate change and reduce GHG emissions
- Developing a compact, clustered community in Cypress Village and protecting 262 acres of land in Eagleridge is a more sustainable way of accommodating new housing than large single family houses which are permitted under the existing zoning
- *Follow-up information: See Section 9.10 the Draft Area Development Plan for Cypress Village and Eagleridge for Sustainability policies*

27. Are there any considerations of the impacts of lighting in the development on birds and bird migration? New York has dim-the-lights guidelines.

- Development Permit Guidelines will include features intended to minimize and mitigate impacts on birds
- Please feel welcome to email us information about New York's dim-the-lights guidelines

28. In the presentation, you mentioned that a large portion of Cypress Village will be retained in a natural state. Do you know how much?

- Just over 100 acres of the total 345 acres in the Cypress Village planning area will be retained in a natural state for recreation and conservation purposes
- *Follow-up information: See Section 9.2 the Draft Area Development Plan for Cypress Village and Eagleridge for more information about the planned urban and natural areas. As noted in Section 9.2 of the Draft Plan, a total of at least 30% of the Cypress Village planning area will be retained as natural areas (at least 103 acres)*

Questions about the Neighbourhood Character Working Group Recommendations and Applicability to Cypress Village

29. Last year when Council was considering the Neighbourhood Character Working Group recommendations, I noticed that many of the areas in the Upper Lands were rezoned and were given a new (UL) designation. What was the purpose of this? Does this give the developer protection from changes in zoning that would apply to other parts of the District?

- When the Neighbourhood Character Working Group recommendations were being implemented, some of the zoning categories that apply to areas in the Upper Lands were given a "-UL" zoning to retain the existing zoning provisions (e.g. RS8 was amended to RS8-UL in the Upper Lands)
- The Neighbourhood Character Working Group recommendations help support smaller houses on smaller lots, but also include changes to, for example, coach houses
- This planning work involves transferring the development potential from the lands in Eagleridge (which are zoned to allow large single family houses on large lots) and creating a compact, sustainable, mixed use village in Cypress Village with new site specific CD zoning (replacing the existing single family zoning). It was strategic to leave the existing provisions of the zoning in place for the Upper Lands and instead protect the lands in Eagleridge and rezone the lands in Cypress Village as part of this comprehensive planning process

Questions about the Views and Artist's Illustrations

30. In the past there have been visual impact studies for Cypress Village or other projects that included a perspective from the south, for example from Jericho Beach. Why is this not included in the latest documents?

- *Follow-up information: The planning team indicated at the meeting that a view of Cypress Village from Jericho Beach is included in the View Analysis in Appendix H of the Draft Plan. However, after the meeting, the planning team found that this view is not contained in the Draft Plan. It was part of the Phase 2 materials (see page 7 of the Phase 2 document called "Proposed Form and Character of Development in Cypress Village"). We will add the view from Jericho Beach to the View Analysis in Appendix H in the final Area Development Plan.*

31. The rendering in the presentation that showed the employment space on the benchlands does show have many trees between the employment space and the highway. Will there be trees here?

- The image is an artist's illustration to help show what the buildings could look like
- Development Permit Guidelines will include requirements for replanting vegetation for a number of reasons, such as screening buildings and shading
- There is a BC Hydro right-of-way between the highway and where the business park employment space will be located, which may restrict the height or location of trees
- There are other images in the Draft Plan that help show views of the employment space on the benchlands from an east and west approach along the highway (see Appendix H in the Draft Plan)
- *Follow-up information: There are also additional artist's illustrations of the employment benchlands on page 62 of the Draft Area Development Plan for Cypress Village and Eagleridge*

Attachment K: Record of Enquiries via the Phase 3 Online Question Form

The following is a transcript of questions posted on the online question form during Phase 3 and the answers provided. The questions are as submitted by respondents and are not edited for typos or wording.

Question 1:

- *Question* – “Congrats on the good work. A lot of the mountainside will be preserved as a result of protecting the Eagleridge lands. I also appreciate the strong financial commitment to recreational mountain bike trails in the area, but I’m curious about how these funds will be used. Do you have a target for how much of the funds will go to actual on-the-ground work on the trails?”
- *Response* - Thanks very much for your comments and question. BPP will contribute \$500,000 towards a network of authorized mountain biking trails in Cypress Village as part of the plan. A subsequent, separate planning process will formalize, plan for, build, and set out the approach to managing these trails, which could be similar to the recent partnership between the District, BPP, and the North Shore Mountain Bike Association (NSMBA) that has involved formalizing three existing mountain biking trails outside of Cypress Village and building a new multi-use path in Rodgers Creek. It is anticipated that BPP’s \$500,000 contribution will be used towards on-the-ground work on the trails in Cypress Village. More detail about the plan’s vision for mountain biking can be found in Section 4.3.3 and Section 9.5 of the Draft Area Development Plan and in the answer to Question 22 in the Phase 3 FAQs document.

Question 2:

- *Question* – “Why are there not explicit protections in the plan for Cypress Creek above Cypress Creek Park? In fact it’s odd there is no mention whatsoever of Cypress Creek other than as a reference point. I would like to see much better protection from encroachment of housing than other creeks, including an explicit buffer and protection from runoff from the developed area entering the creek. Cypress Creek Park is a jewel for District - encroaching on the creek above the park will have an inevitable detrimental effect on not only the pristine creek area above but also the park itself.”
- *Response* - Thank you for your comments and question. We agree that the protection of Cypress Creek including appropriate creek setbacks is important. As background, during Phase 2, some members of the community expressed concern about the footprint of development near Cypress Creek and suggested planning for larger creek setbacks and avoiding mature stands of trees in this location. As described in point #10 and image B in the Phase 3 Document called “An Overview of what we heard in Phases 1 and 2 and how that has helped shape the Draft Plan”, the footprint of the ground-oriented housing development pod in the northwest portion of the Cypress Village planning area was reduced between Phase 2 and Phase 3 based on this suggestion. The changes increased the creek setback from a minimum of 30 metres reflected in the Phase 2 materials to a minimum of 39 metres reflected in the Phase 3 materials. This helped determine the shape and location of the yellow-shaded ground-oriented housing development pod in the land use plan, but we agree with your suggestion that the Area Development Plan could be more explicit about this. We will add text in the final proposed Draft Area Development Plan to articulate a minimum 39 metre setback from Cypress Creek.

Question 3:

- *Question* – “I am an owner at the Courtney. I have family who are interested in purchasing in the Hawksley. Are you creating pedestrian crossings across Cypress Bowl Road to access the Uplands either at the Trestle Bridge or at Chippendale Road? If so what type of crossings would they be? And when might they be completed?”
- *Response* - Thank you for your question. In Rodgers Creek (outside of the Cypress Village Planning Area), the District has been considering two pedestrian/cycling crossings of Cypress Bowl Road - one at Chippendale Road/Cypress Bowl Road (which would provide a connection to Rodgers Creek Area 6) and one at Cypress Bowl Road/Uplands Way and Road J (which would provide a connection to Rodgers Creek Area 5). The types of crossing and anticipated timelines are not yet known, but District staff are working with the Ministry of Transportation and Infrastructure to explore options. Within Cypress Village, Figure 9E in the Draft Area Development Plan for Cypress Village and Eagleridge shows the planned Pedestrian Network. There is a pedestrian crossing envisioned at the proposed new roundabout where Cypress Bowl Road, the main village street, new Westmount Connector, and entrance to the District Operations Centre site will intersect. This will connect to a new multi-use path that will run east to connect to Chippendale Road at Mulgrave School. It is anticipated that the roundabout including the pedestrian crossing in this location and the new multi-use path in this location will be completed between 2025 and 2026.

Question 4:

- *Question*: “It seems like a lot of work has gone into this next Phase, yet recommendations from the community to include key civic needs such as a Fire Station and BC EHS (paramedic) station in Cypress Village have largely been ignored. How does the municipality anticipate serving the needs of 3700 new residential units (and possibly up to 10,000 new residents) without appropriate civic infrastructure?”
- *Response*: Thank you for your comments and question. We agree that including community amenities and facilities in Cypress Village to serve future residents is very important. Please refer to Policy 6.5 in the Draft Area Development which articulates this as a planning principle. Please also refer to Section 9.7 in the Draft Area Development Plan which describes that Cypress Village will include a wide range of community amenities and facilities, including a fire hall to be built early on in the development (plus a community centre, child care facilities, a site for an elementary school, and a sports field). The fire hall is described in detail in Policy 9.7.3 of the Draft Area Development Plan, which notes the possibility of including other emergency management services that might be candidates for co-location with the fire hall such as BC Ambulance Services and community police.

Question 5:

- *Question*: “There is a widely used trail from Cypress Falls Park to the upper falls, just below Eagle Lake Road. Will any changes be made to the existing trail to the upper falls? There are also unauthorized hiking trails following Cypress Creek above Eagle Lake Road which provide access to the Cypress Creek canyon above another small waterfall. This is not recognized on the map of existing trails (Figure 4F). Are there any plans to construct trails following the creek canyon along the lines of paths following Marr Creek, McDonald Creek, and Lawson Creek? This is a beautiful and unique area and cutting off access would be extremely disappointing.”
- *Response*: Thanks for your comments and questions. We will look into the additional unauthorized hiking trails that you mentioned and update the map of existing trails if these

are documented on trail maps that the District references. The lands along the eastern side of Cypress Creek in the Cypress Village Planning Area are private lands that will be dedicated to the District as park over time as subdivision/development in the planning area proceeds. Figure 9K in the Draft Area Development Plan shows the lands along the eastern side of Cypress Creek as green space. These lands will be retained in a natural state and there are no plans to change existing trails to the upper falls or along the creek. There are also currently no plans to construct trails following the creek canyon, though this could be considered in a future process that looks at a broader management plan for the entire mountainside.

Question 6:

- *Question:* “Will there be additional development in any or all of: (a) Intercreek, (b) Cypress West and/or (c) above the 1,200 foot corridor, and/or (d) more development in Rodgers Creek in the Upper Lands area in the future?”
- *Response:* Thank you for your question. Of the areas you mentioned, it is anticipated that there will be continued development under existing zoning in Rodgers Creek and future development in Cypress West that will be determined in a subsequent, future planning and engagement process. As background about Inter Creek and Cypress West, the overall planning vision in the District’s Official Community Plan is to protect the lands in Eagleridge and Inter Creek for conservation and recreation purposes and to create compact, sustainable neighbourhoods in Cypress Village and Cypress West. This current planning and engagement process focuses on Eagleridge and Cypress Village as a first step towards implementing the overall vision in the Official Community Plan. As noted in Question 8 in the Phase 3 FAQs, it is anticipated that planning for Cypress West and Inter Creek will happen in a separate planning and engagement process in the future, likely close to when Cypress Village is reaching build-out. For the lands above the 1,200 foot contour, as noted in Question 4 in the Phase 3 FAQs, these lands are designated as a Limited Use and Recreation Development Permit Area in the Official Community Plan and no changes to the designation of these lands are proposed as part of this process.

Question 7:

- *Question:* “With reference to question 6 in the FAQs for Phase 3, has West Vancouver published a map of the entire upper lands (broken out by planning areas) which clearly shows the portion of lands owned by BPP and the District, respectively? Is this available? The map in FAQ#1 shows only the BPP portions of the Cypress Village and Eagleridge sections. Is the District proposing to transfer to BPP the District owned land in Cypress Village? Who owns the lands about the 1200 foot contour? Also, why is Intercreek marked in green in FAQ#4 and Cypress West in blue - does this represent that Intercreek will be preserved and Cypress West will be developed in future?”
- *Response:* Thank you for your questions. This planning and engagement process focuses on Eagleridge and Cypress Village, so the map in Question 1 of the Phase 3 FAQs about the goals of this process focuses on information for these two planning areas. However, there is a map showing ownership information for all of the Upper Lands in the Upper Lands Study Review Working Group Final Report (Part Two: Background), which is available online [here](#) (see page 22 of the PDF). This includes ownership information for the lands above the 1,200 foot contour, which you asked about. For your question about District-owned lands in Cypress Village, please see Section 10.2(d) and Figure 10A in the Draft Area Development Plan for Cypress Village and Eagleridge, which describe that some District-owned parcels of vacant land (or portions thereof) in Cypress Village are proposed

to be transferred to BPP. In response to your question about the blue and green outlines in the map in Question 4 in the Phase 3 FAQs, your interpretation is correct. We used green outlines for Eagleridge and Inter Creek and blue outlines for Cypress Village and Cypress West to illustrate that the overall vision in the District's Official Community Plan is to protect the lands in Eagleridge and Inter Creek for conservation and recreation and create compact, sustainable neighbourhoods in Cypress Village and Cypress West. This current planning and engagement process is a first step towards implementing this overall vision and focuses on planning Cypress Village and protecting Eagleridge. It is anticipated that a separate planning and engagement process in the future will create the detailed policy to guide new compact, sustainable neighbourhoods in Cypress West and the protection of the lands in Inter Creek.

Question 8:

- *Question:* "The answer to FAQ #22 states that it is expected that there will be a net increase in mountain biking trails in the Cypress Village planning area and that there will be future work with stakeholders, the District and BPP. This is certainly welcome. However, is there a reason why work with stakeholders such as the NSMBA is not already underway? When will this occur? In addition, as part of this plan, will we see the creation/maintenance of mountain biking trails in Eagleridge? What about Intercreek and Cypress West? What plans are there for mountain biking in those areas? In addition, many of the existing trails on Cypress are above the 1200 foot contour - will we see creation/maintenance of trails in that area as well?"
- *Response:* Thank you for your questions. There has been an incremental approach to planning and formalizing the trail network in the Upper Lands and one of the principles in the Draft Plan is that this incremental approach should continue (see Section 9.5.5 of the Draft Area Development Plan for Cypress Village and Eagleridge). The Draft Plan includes a large mountain biking area in Cypress Village and identifies two subsequent processes regarding trails: (a) a process to formalize and manage trails in Cypress Village and (b) a process to formalize and manage trails above the 1200 foot contour, which would be a continuation of the incremental step-by-step process towards a broader management plan for the entire mountainside. The intention is to start these processes as soon as possible after the adoption of the Area Development Plan. It is not envisioned that there will be mountain biking trails in Eagleridge. Planning for Inter Creek and Cypress West will happen in a separate planning and engagement process in the future, likely close to the time when Cypress Village is nearing build-out, and planning for formalized mountain biking areas in those locations would be part of that future process.

Question 9:

- *Question:* "I've been following the development process for Rodgers Creek / Cypress Village for 14 years. Overall, I'm impressed with the thoroughness and detail of the public planning process. In few places in the world would land held by a private developer be subject to this level of public planning (this is a complement!). My question concerns transit: I see that the ADP calls for the implementation of an ITS bus route directly from Cypress Village to Park Royal via Hwy 1 once the first residential building is complete. Would the District consider working with BPP/Translink sooner to extend the 256 route along Chippendale Road to serve the Rodgers Creek area and the now highly popular Trestle Bridge site and Pop-Up Village? I see all the vehicular traffic going to these sites, parking being expanded and filled, and wonder if extending the 256 could be helpful. Thanks for everyone's work on this plan."

- *Response:* Yes, the District would consider working with BPP and TransLink to assess opportunities to bring transit to the Cypress Village area sooner than the required timeframe if possible.

Question 10:

- *Question:* “Thank you for producing such a comprehensive set of planning documents. Clearly it’s a well thought through proposal and will be an exciting addition to our community. As a parent of a young family always looking to keep the kiddos active, what kind of opportunities will Cypress Village provide for kids play and outdoor activities? Is there an opportunity to incorporate outdoor covered areas to escape the wind and rain? Thank you”
- *Response:* Thank you for your comments and questions. The Draft Area Development Plan includes several neighbourhood parks, plazas/public spaces, and a sports field which will provide opportunities for children and families to play (see the Recreation Plan in Figure 9J and the Conceptual Parks and Open Spaces Plan in Figure 9K in the Draft Plan). The extensive network of trails and pathways will also provide opportunities for outdoor activities with children, such as hiking, biking, and scootering. In terms of outdoor covered areas, the detailed design for the parks and plazas will be completed after the Plan is adopted and as development proceeds, but it is expected that some covered spaces will be included in the parks and plazas where appropriate. The elementary school, community centre, and child care facilities could also provide opportunities for outdoor covered space which could be explored during the detailed design of those facilities.

Question 11:

- *Question:* “So much work has gone into this over the years - thoughtful, inclusive process. MY two bits - let's get on with it as soon as possible. The need for good housing continues to grow and we need more choice, which is what this project offers while still protecting much of the serenity and nature that we all appreciate.”
- *Response:* Thank you for your comments and support for proceeding with the Plan.

Question 12:

- *Question:* “Godman Creek runs through the proposed mountain biking area, quite close to the decommissioned section of Lower Tall Cans. How will the creek impact where recreational trails can be located? Are setbacks required from top of bank?”
- *Response:* Thank you for your questions. For the protection of riparian areas (generally the area within 30 metres of top of bank), any changes will be limited and carefully managed, for habitat protection. Trails may be routed through riparian areas, but only with the approval of the District acting on the advice of a Qualified Environmental Professional, and only if trails are less than 1 metre wide and are unpaved. Stream crossings for hiking and mountain biking trails will also be allowed, subject to any necessary approvals under the BC Water Sustainability Act, provided they are designed to have minimal environmental impact.

Question 13:

- *Question:* “This is a very comprehensive development plan, and I am very supportive of the concept of creating compact urban neighbourhoods that create homes for a broad spectrum of the demographics that we need to include in our community. The smaller homes are what younger families want now, and there is such a shortage of supply in this particular type of

housing, in West Van and all over the Lower Mainland. I hope that families with school aged children will be attracted to Cypress Village. However, on that topic, I am curious to know how the SD 45 Administration has been involved in the planning process, and whether there have been discussions that are more visionary than a "rear view mirror" view of what public schools are, how these have been designed, and where the existing schools in the District already are. The existing schools of Mulgrave and Collingwood are private; if we are to attract the salaried/working people we need to have a balanced community, we will need public schools too. To support the concept of a walkable compact centre, we will need physical schools nearby, not a drive to below the highway. Interested to hear what the engagement has been on this topic. On a positive note, I really like the access to the outdoors and recreation in nature - very good for healthy communities."

- *Response:* Thank you for your comments and questions. We agree that including a school in Cypress Village is an important element of building community and reducing traffic. The planning team has had discussions with SD 45 Administration throughout the planning process. The Draft Plan includes a site for a future elementary school in the village core beside the sports field (see Section 9.7.6 and Figure 9L in the Draft Area Development Plan for Cypress Village and Eagleridge). Based on discussions with SD 45 Administration, the Draft Plan notes that "once there is sufficient enrolment, an elementary school annex (with two classrooms or more) should operate using space in the community centre (including the gym) and the outdoor recreation facilities on the McGavin Field site. As potential enrolment increases over time (based on the population of Cypress Village and Rodgers Creek, which will be the primary catchments for the school) the Province will be requested to provide funding for a Kindergarten to Grade 7 elementary school."

Question 14:

- *Question:* "Regarding firefighting and watering in the proposed Cypress Village, will the District require that retention ponds be constructed to accumulate a supply of water necessary for these purposes? Thank you."
- *Response:* Thank you for your question. As noted in Policy 9.9.2(b) in the Draft Area Development Plan for Cypress Village and Eagleridge, storage reservoirs will be constructed in Cypress Village to provide fire flow storage and balancing storage with added emergency capacity. It should be noted that a pond facility could not be connected to the District's distribution system as it contains and conveys potable water intended for drinking consumption, a retention pond would require a separate, independent system for conveyance which isn't practical from an asset perspective.

Question 15:

- *Question:* "There was an article published in the North Shore News on Wednesday discussing the road closures of Exit 7 and Exit 8, off of the Upper Levels Highway. These closures will be in place for a number of months. District staff were interviewed for the NSN article. It was then reported that the 5 Creeks Flood Control Project would be needed "even if there was no future development above the highway", the result of climate change. Why is the District reluctant to acknowledge that a large scale and expensive flood control project was necessitated by past and future development in the Rodgers Creek and proposed Cypress Creek Development Areas, even before Climate Change became a real concern? Was the Integrated Stormwater Management Plan for this area initiated due to concerns about Climate Change, or was it to address current and future development? Were concerns about Climate Change reflected in the initial ISMP meetings? Thank you."

- *Response:* Thank you for your comments and questions. Your questions relate to the Five Creeks Stormwater Flood Protection Project and more information about that project including FAQs is available on the District's website [here](#)

Question 16:

- *Question:* "In the servicing strategy for Cypress Village it is stated that, "The developer, British Pacific Properties Limited (BPP), is responsible for the construction of, or appropriate financial contributions toward, the capital cost of all on-site and off-site infrastructure needed to serve the Cypress Village community." As, it would appear, BPP is not being held 'responsible' all for the construction of on-site and off-site infrastructure (e.g. the 5 Creeks Project), how is the District calculating "appropriate financial contributions" towards this construction? Thank you."

- *Response:* Thank you for the comments and question. BPP will be responsible for the capital costs of all on-site and off-site servicing infrastructure needed to serve Cypress Village, except that (as noted in Section 10.2(d) of the Draft Plan), the District will contribute some funds from applicable DCC Reserves towards servicing infrastructure for which those funds were collected. These District contributions are being negotiated as part of the overall package of business terms that will be documented in the Phased Development Agreement. In addition, as noted in Section 10.2(a) of the Draft Plan, the District and BPP may agree that BPP will, as part of its infrastructure work for Cypress Village, upsize some servicing infrastructure to address the needs of existing or future development outside of Cypress Village, in which case the District will contribute the incremental capital cost.

You also referenced the Five Creeks Stormwater Flood Protection Project. Information about that project including answers to FAQs is provided on the District's website [here](#), which notes that the Five Creeks project is being co-funded by the District and the developer (this is separate to the requirements and obligations of BPP related to Draft Area Development Plan for Cypress Village and Eagleridge).

Question 17:

- *Question:* "It was mentioned last year during an Upper Lands virtual meeting that a "high level servicing strategy" for Cypress Village was "being designed to maintain the quality and quantity of the flow of water that is in the natural drainage system and to avoid negative impacts downstream". The strategy states that a "Low Impact Development (LID) features will be combined with productive natural wetland ecosystems to yield a system that removes pollutants, avoids increased erosion and flood risk, and encourages habitat growth." If these systems (LID and natural) are in place, why would diversion into a big pipe be necessary? What creek catchments does this apply to? Also, what is meant by 'existing stormwater servicing networks'? Does an 'existing servicing network' need to be complete, or functioning, or proven? Thank you."
- *Response:* Thank you for your comments and questions. Consistent with the messaging from the virtual information meetings during Phase 2, the Draft Area Development Plan for Cypress Village and Eagleridge notes that "the rainwater management strategy for Cypress Village will be designed to maintain the quantity and quality of water in the natural drainage systems of the planning area and avoid negative downstream impacts" (see Policy 9.9.7 in the Draft Plan).

Question 18:

- *Question:* “The Draft Plan notes that “development in Cypress Village will connect with existing West Vancouver water, sewer, and stormwater servicing networks.” Connecting to existing stormwater servicing networks is in reference to Policy 9.9.11 of the Draft Plan, which notes that “Consistent with the Five Creeks Integrated Stormwater Management Plan, the western leg of the diversion system will be constructed for undeveloped lands above the Upper Levels Highway within the Turner and Godman Watersheds and will be tied into the existing diversion system, which will safely convey potentially damaging high runoff flows from significant weather events into the ocean.” Planning and exploration into existing creek and culvert system threshold capacities within developed neighbourhoods below the Upper Levels Highways suggests that a diversion structure is necessary for the safe conveyance significant flows generated in more extreme storm events, independent of development.”
- *Response:* Information about the Five Creeks Stormwater Flood Protection Project including FAQs is available on the District’s website [here](#). As noted in that information, the Five Creeks Stormwater Flood Protection Project would be necessary even if there was no additional development above the highway. Once completed, the system will serve five creek watersheds: Pipe, Westmount, Cave, Turner and Godman.

Question 19:

- *Question:* “I have a few questions regarding public transit as included in the Cypress Village draft plan. Can you confirm that the independent transit service agreement between British Pacific Properties, the District, and TransLink is for a 20 year period? Is it a formal agreement? Is this the transit service agreement that the Mayor referred to as being “inked” with TransLink at a real estate forum last November? Are all 3 parties signed onto this? Also, as I pointed out previously, British Pacific Properties made a public transit commitment to Mayor and Council in 2019 as part of the Rodgers Creek Area 5 and 6 additional up-zoning and density. The transit plan for Cypress Village – slowly ramping up service as the population grows – needs to take this pledge into consideration. The developer committed to having a fully functioning independent transit service once the shopping mall in Cypress Village was built out. This situation needs to be acknowledged and reaffirmed in the Cypress Village plan. What are the headway targets being used for transit planning and modelling for Cypress Village? As we know, headways have an enormous impact on ridership levels above a certain critical waiting time. Thank you.”
- *Response:* Thank you for your comments and questions. BPP sought TransLink’s approval for a Cypress Village Independent Transit Service (ITS) and received TransLink’s approval in 2019. The District was supportive of BPP’s application to TransLink. TransLink’s approval is for a period of three years from the start of the service and the intention is that this will be renewed until such time as TransLink takes over the service. The terms of West Vancouver’s approval of Cypress Village include an obligation for BPP to provide the ITS for up to 20 years.. TransLink has a general ITS Policy which is available online [here](#) and TransLink’s approval specific to the Cypress Village ITS outlines additional requirements and conditions for the service.
As noted in the Draft Area Development Plan for Cypress Village and Eagleridge (see Section 9.4.16), the District and BPP will work together towards having TransLink include Cypress Village in its service expansion plans. The objective is to have TransLink take over the service by TransLink during the timeframe in which Cypress Village is being built.
We agree that the ITS should be provided early in the development. The Draft Plan notes that the ITS “must commence when the first building is occupied (residential or mixed-use)

in the Mixed Use Village Core” and the Phased Development Agreement will include this as a binding requirement. The Draft Plan does not currently reference that the transit service will also help serve residents of Rodgers Creek, but we will add a reference to this in the final Area Development Plan.

The targets for the level of service are being defined in terms of the number of peak hour passengers that can be accommodated in peak hours and the number of hours of service per day, rather than with headways (i.e. amount of time between transit vehicle arrivals at a stop) because those will depend on the numbers/sizes of buses delivering the desired level of service.

Question 20:

- *Question:* “Important rock climbing routes and bouldering exist within West Vancouver lands, including the Eagleridge lands. Can the district meet with Vancouver Climbers Association (VCA) to plan for the management of climbing cliffs, and access trails, and to adopt guidelines for developing new climbs. Best Practices For the Development of New Climbing Routes has been adopted and adhered to by BC Parks (2012) and the District of Squamish. Rock climbing is part of many BC Parks Management plans and is jointly managed by the local climbers associations and Land Managers.”
- *Response:* Thank you for your comments and question. As part of the subsequent process to explore options for managing the Eagleridge lands, District staff will be organizing opportunities for recreational groups who are interested in the lands to provide their comments on potential uses. This process will begin after the adoption of the Area Development Plan.

Question 21:

- *Question:* “It would appear that the initial planning and concepts for Cypress Village, undertaken by the developer -- many of which have been carried forward into the current phase -- considered density to be a support system for the commercial, retail and hospitality sectors of the proposed village: it was important and necessary to have enough units/density to support local businesses. In this way, the village concept seemed to be about commercial interests first and residential second. What comes first in this plan, the commercial or the residential side? What is the priority? Beyond saving/preserving the lands in Eagleridge, how many residential units were needed to make the commercial operations in the proposed village viable? How much office and retail space, in square feet, is planned for Cypress Village? Are we at 120,000 sf of retail space and 200,000 sf of office space? Was the higher amount of residents required to make this plan work? Was the extra density added to Areas 5 and 6 of Rodgers Creek in 2019 factored into the business viability paradigms for Cypress Village? Thank you.”
- *Response:* Thank you for your comments and questions. The Draft Plan has two interconnected goals: (a) protect the lands in Eagleridge that are currently owned by BPP and (b) transform Cypress Village from the current zoning that allows large single family houses on large lots into a plan for a mixed-use, walkable community that includes a mix of housing, a local-oriented commercial area to meet the day-to-day needs of the residents of Cypress Village and Rodgers Creek, employment uses to create the potential for some village residents to work near where they live and to broaden and diversify the municipal tax base, and that is supportive of transit. The residential and commercial components are both important elements of the community. This is reflected in the Planning Principles (see Planning Principles 6.2, 6.3, and 6.4 in the Draft Area Development Plan for Cypress Village and Eagleridge).

The scale of community in Cypress Village was determined with consideration to creating sufficient resident population to support a complete community (with transit, a viable commercial centre large enough to provide a range of shops and services to meet the day-to-day needs of residents of Cypress Village and Rodgers Creek, and amenities/community facilities) and with consideration to the transfer of development potential to protect the lands in Eagleridge that are owned by BPP. For the first consideration, the minimum size for a compact, sustainable, urban community that can support transit, local commercial space, and community facilities is about 5,000 people, which requires at least 3,000 housing units (in Cypress Village and nearby portions of Rodgers Creek). Please refer to the answers to Question 11 (“Why are 3,700 housing units being planned for Cypress Village?”), Question 15 (“How does the ‘transfer of development potential’ work? Did this determine the size of community in Cypress Village?”), and Question 17 (“How many housing units are needed in Cypress Village to enable the protection of the lands in Eagleridge that are owned by BPP?”) in the Phase 3 FAQs document provide more information.

The Draft Plan sets a maximum total of 380,600 square feet of employment space for Cypress Village including retail/service, office, hotel, and business park employment space. Of this total, at least 115,000 square feet must be ground floor retail/service space and at most 125,000 square feet may be business park space on the employment benchlands (see Policies 9.1.8 and 9.1.9 in the Draft Plan). The amount of commercial space is intended to accommodate grocery, pharmacy, cafes, beer/wine sales, branch bank, personal services and similar uses so that Cypress Village residents do not have to drive to meet most of their day-to-day needs.

Question 22:

- *Question:* “At a Phase 2 Virtual Information Meeting last year, we were told that the buildings in the industrial mall area of the development, now christened “The Benchlands”, would be limited to one storey in height, presumably to limit the visual impact from areas down below (as well as the noise). It now appears that these buildings have grown to 3 storeys and the artist’s renderings depict a lack of trees in front of these structures. (Granted, these renderings are often conceptual, but they are also quite revealing to what is desired/planned and what will eventually be.) What is happening in this area – are these proposed view properties now planned upscale residences, or are they manufacturing plants or offices with a view? What happened to the single storey concept? Thank you.”
- *Response:* Thank you for your comments and questions. In the Phase 2 virtual information meetings and in the Phase 2 documents, we described that the proposed land use plan included a site for employment uses such as film studio, office, craft brewery, and other business-park type uses compatible with a location in close proximity to the village on a new bench area that is made possible by the construction of the new Westmount Connector. During Phase 2, the initial vision was that this would be single storey space but may have a tall height to accommodate uses such as film studio. During Phase 3, the amount and type of space envisioned for the bench area was expanded in part due to a review of examples of similar space in other locations on the North Shore and in the region and in part due to the ongoing negotiations regarding the business terms for the transfer of development potential and value-for-value analysis. As you noted, the Draft Area Development Plan now envisions that the benchlands site could be developed with business-park employment uses up to 2 storeys plus a mezzanine with heights to be defined in the zoning bylaw, or mixed-use buildings with 2 storeys plus a mezzanine for business park uses plus up to 3 storeys above for rental housing. In response to your comment about the lack of trees between the

employment space and the highway in the artist's illustration of this space, the focus was to help show what the buildings could look like. There are several images in the Draft Plan which help to show what the benchlands could look like from an east and west approach along the highway (see page 62 and Appendix H of the Draft Plan).

Question 23:

- *Question:* "Vancouver Climbers Association (VCA) represents all climbers in Metro Vancouver Regional District. The Eagleridge lands, amongst other lands in West Vancouver, contain very valuable rock climbing areas with the potential for more climbs to be developed. As an important stakeholder in this planning process, VCA would like to be consulted in the process and to be acknowledged as the stewards for current and future climbing areas in West Vancouver lands and parks."
- *Response:* Thank you for your comments and question. As part of the subsequent process to explore options for managing the Eagleridge lands, District staff will be organizing opportunities for recreational groups who are interested in the lands to provide their comments on potential uses. This process will begin after the adoption of the Area Development Plan. We will add a reference to engaging with recreational groups in Section 8.0 in the final Area Development Plan, where the text describes the separate, subsequent planning process that will explore options for managing the lands in Eagleridge and ideas for expansion and improvement of trails to support recreation use.

Question 24:

- *Question:* "At the May 18 Virtual Information Meeting, I asked a question about why the view analysis (and conceptual views towards Cypress Village) did not include a perspective from across the water in Vancouver. I used the specific example of Jericho Beach as this location was part of the view analysis for the District-led Rogers Creek Area Development Plan Overview Report (p.71). (The Rodgers Creek ADP Overview Report also included a ground level perspective from a location along the Stanley Park Seawall, found on p. 72). I was told that this view was, in fact, included in the appendix of the Cypress Village Draft Area Plan. Unfortunately, I still do not see this perspective, only a series of aerial context shots taken from high above South Vancouver, or Richmond, showing Vancouver neighbourhoods in the foreground and the Upper Lands in the far distance. I'm not sure whose view-point this represents other than passengers on planes arriving at the YVR Airport. As the Rogers Creek ADP Overview Plan recognized, a ground-level view perspective from Jericho Beach (and the Vancouver Westside sea walk) along with views from the Stanley Park Seawall were important to the region as a great many people take in these views. Also, as anyone who visits the Jericho Beach area, or occasionally walks the Vancouver (Westside) sea walk, can tell you, this area provides a rather comprehensive and eye-opening view of what is taking place on the West Vancouver mountainsides. It also approximates, somewhat, the view that a West Vancouverite on the water – in a boat, kayak, or paddleboard, might take in. As my Kitsilano friends often ask me, "What are you guys doing on that mountain?" So, I would like to request that a view perspective from Jericho Beach and, perhaps, a south-western point on the Stanley Park Seawall be included in the view analysis and conceptual views for the Cypress Village Draft ADP. Thank you."
- *Response:* Thank you for your comments and question. After your question at one of the Phase 3 virtual information meetings, we checked the Draft Area Development Plan and found that that view from Jericho Beach was not included in Appendix H as we had indicated. This view was included in the Phase 2 materials though (see page 7 of the Phase 2 document called "Proposed Form and Character of Development in Cypress Village"). We

will add the view from Jericho Beach to the View Analysis in Appendix H in the final Area Development Plan.

Question 25:

- *Question:* “In relation to municipal infrastructure, staffing and maintenance costs, how much more expensive is it to service a village located on a mountainside compared to an average community in the District? Could the extra servicing demands for a development like Cypress Village (for example, water delivery, snow clearing from streets, maintaining an extra capacity stormwater systems, etc.) be a drain, and have a negative impact, on service delivery and maintenance in other neighbourhoods in District?”
- *Response:* Thank you for your comments and questions. A financial impact analysis has been completed and will be included in the supporting package of materials made available when the bylaws are brought forward for Council’s formal consideration of adoption. As noted on page 79 of the Draft Area Development Plan for Cypress Village and Eagleridge, Cypress Village will not have any significant positive or negative financial impact on the taxes and fees paid by other residents and taxpayers in West Vancouver. It is true that servicing construction costs on a site with steep terrain are usually higher than on a site that is level. However, these servicing costs are being paid by the developer and will not affect West Vancouver residents. Some kinds of maintenance (such as snow clearing) will be higher per kilometer in a mountainside location but Cypress Village is a relatively high density community (compared to much of West Vancouver, which has a high proportion of single family houses), so the costs per unit are lower than typical in West Vancouver. The property tax and other municipal revenue that will be generated in Cypress Village is more than the extra costs that will be incurred.

Question 26:

- *Question:* “It seems that people are already speculating about transferring development potential. “Future development Opportunity” “a chance to purchase acres of undeveloped land in Cypress West...the OCP is discussing concentration of development in this area into higher density, mixed use urban areas” suggesting that the density from Eagleridge will be shifted to areas such as Cypress West, with the property eventually being accessed from the top of Northwoods Drive as well as Eagle lake Road. I understand that this is not imminent but how will this affect affordability? Thank you.”
- *Response:* Thank you for the comments and question. Transferring the development potential from Eagleridge to Cypress Village and planning for a compact, sustainable new community in Cypress Village will help provide a more diverse and affordable mix of housing than currently exists in West Vancouver. The Draft Plan shifts the form of development from all single family housing in Cypress Village and Eagleridge to almost entirely multi-family housing in Cypress Village, which is a more affordable form of housing, with some rental and purpose-built affordable rental housing, and no urban development in Eagleridge. See the answer to Question 2 in the Phase 3 FAQs for more information.

As background, the long-term vision already contained in the District’s 2018 Official Community Plan is to protect the lands in Eagleridge and Inter Creek in their natural state for recreation and conservation and to create new compact, sustainable neighbourhoods in Cypress Village and Cypress West. The Official Community Plan recommends achieving this vision by transferring the development potential from the lands in Eagleridge and Inter Creek into Cypress Village and Cypress West. As noted in the answer to Question 7 in the Phase 3 FAQs, ‘transferring the development potential’ means protecting the lands in Eagleridge and Inter Creek for recreation and conservation purposes (i.e. they could no

longer be developed with single family housing, which is allowed under the existing zoning, or any form of urban development) and including additional residential development in new neighbourhoods in Cypress Village and Cypress West. This vision in the OCP aims to protect a very large natural area for recreation and conservation, limit suburban sprawl, and concentrate development in a more compact, sustainable way.

This current planning and engagement process focuses Eagleridge and Cypress Village. Planning for Inter Creek and Cypress West will happen in a separate process in the future.

Question 27:

- *Question:* “Thank you for this opportunity. In terms of the development potential for Cypress Village, at this point in time, the total number of units is 3711. However, 53 acres of the land in Cypress Village is owned by the District. To the best of your knowledge, has there been any discussion, or have there been any concept plans developed by the District to increase the density still further, so that 3711 units is not the final number? is there a possibility of increased density to say 3800 units, I have heard that number bandied about, or more? This will surely eliminate further the green space and challenge the sustainability of the Village. In terms of green space, are the areas allotted to mountain biking included in the area described as space? Are sports fields included in the calculation of green space?”
- *Response:* Thank you for your comments and questions. As noted in the Draft Area Development Plan for Cypress Village and Eagleridge (see Policy 9.1.1), the total of 3,711 housing units is the maximum permitted for Cypress Village (on lands owned by BPP and by the District) excluding secondary suites in single family houses and with one other possible exception. When the new fire station and community centre are constructed in Cypress Village, it may be appropriate to include some rental housing. Housing incorporated into the fire station for example, could allow firefighters to live in the community. Any such rental housing will require future rezoning applications, as it would be in addition to the 3,711 units proposed in the current plan. This additional housing would not take up more land, as the purpose-built rental housing would be built on top of the fire station and/or community centre.

In terms of the lands to be retained as natural areas in the Cypress Village planning area, the Draft Plan requires that a total of at least 30% of the Cypress Village planning area (i.e. at least 103 acres) will be retained as natural areas. This includes areas for conservation and recreation purposes (including the mountain biking area and sports field). See Section 9.2 of the Draft Plan for more information.

Question 28:

- *Question:* “As a facilities manager (retired) for a major Canadian company, Western Region, my question is about the conveyance of water to the proposed high rises in Cypress Village - i.e. the volume and pressure required to service these buildings on the mountain, at that altitude. One of Canada's largest condo builders has said recently that it will add a raft of new technologies and systems to future highrise projects to compensate. Are the present systems being utilized adequate for the site or will the District be responsible for the adjustments and upgrades and thereby increased expense? Thank you.”
- *Response:* Thank you for your comments and question. The developer will be responsible for providing adequate on-site and off-site servicing infrastructure to meet the needs of Cypress Village. The Phased Development Agreement will set out servicing standards that the development will be required to meet. Engineering analysis and design have shown that sufficient water and water pressure can be delivered to all proposed buildings.

Question 29:

- *Question:* “In developing a new self sustaining community, as you've outlined, there will be the need for venues for entertainment, restaurants and bars. With some new developments becoming cookie cutter neighbourhoods of chain bars and restaurants like Starbucks, Earls and Cactus Club, can you go into more detail about how you will encourage independent business owners to flourish here? This could include independent or local sports shops (mountain bike, skiing etc). I believe for the Village to have a sense of character and community this is an essential consideration.”
- *Response:* Thank you for your comments. We agree with you that one element of creating a sense of place and character building is having locally-oriented shops and services and restricting large format uses without an active store front. The zoning and Development Permit guidelines for Cypress Village will ensure that there are opportunities for small cafes and food/beverage operations as well as some larger ones. There is not a legal mechanism that would allow regulation of businesses based on ownership.

Question 30:

- *Question:* “This is an exciting development for West Vancouver and I see it as also being a destination and not just a neighbourhood. Given the proximity to Cypress Mountain, how is this plan also considering the impacts/need for coordination with the resort.”
- *Response:* Thank you for your comments and question. We agree that Cypress Village provides an exciting opportunity to create a vibrant new place for West Vancouver residents for outdoor recreation and entertainment, with the commercial space including restaurants, cafes, and stores that will meet the needs of Cypress Village residents while also providing an attractive amenity for all residents of West Vancouver. As part of the planning process, the planning team has communicated with representatives of Cypress Mountain and participated in Cypress Liaison meetings (these meetings are organized twice a year by the District and are an opportunity for groups, associations, and organizations with an interest in the Upper Lands to provide updates to each other). The Draft Plan outlines a commitment to a separate, subsequent process towards a broader management plan for the entire mountainside (see Policy 9.5.5 of the Draft Plan) which will consider environmental, cultural, and recreational values as well as collaboration with local First Nations. This process will also include consideration of Cypress Mountain and the resort.

Question 31:

- *Question:* “Thank you for all this work and clearly this is a well thought out plan. I'm curious if there is a rent to buy option planned, and when sales are expected to start on units.”
- *Response:* Thank you for your comments and questions. To answer your first question, Policy 9.1.6 of the Draft Plan notes that “some strata apartment units may be allocated as rent-to-own units.” To answer your second question, BPP as the developer will determine when to offer units to the market. As a ballpark, though, if the Area Development Plan and associated bylaws are adopted this year, it would be reasonable to anticipate that the first buildings could be complete in Cypress Village within about 3 to 5 years from now (likely with sales in advance of that).

Question 32:

- *Question:* “Your reports are peppered with the term "affordable housing" but nowhere do you explain exactly what that means. Since the 1960's, WV has never been affordable. It never will be. Even new condos here will cost you \$1.5 million. Rents are sky high too. We all know when it comes to real estate, it's all about Location, Location, Location and WV has it hands down. NV used to be our poor cousin but it too is becoming more and more unaffordable as new builds replace the aging. Questions: 1) What is your definition of affordable housing at Cypress Village - both in terms of price of a home and renting a home? 2) For the affordable rentals, what is the income range currently for a single person and for a couple to qualify for the units you are proposing?”
- *Response:* Thank you for your comments and questions. Housing affordability is addressed in several ways in the Draft Area Development Plan:
 1. Approximately 94% of the housing units in Cypress Village will be apartments or townhouses. While it is true that prices for these kinds of units are typically higher in West Vancouver than in other parts of the region, they are more affordable than single family houses in West Vancouver. For example, as noted in the answer to Question 2 in the Phase 3 FAQs (see point 2b), looking at the Real Estate Board of Greater Vancouver's MLS Home Price Index as of January 2022, the benchmark price for an apartment unit in West Vancouver was 35% of the price of a single family house in West Vancouver and the benchmark price for a townhouse unit was 45% of the price of a single family house in West Vancouver.
 2. 15% of the housing units in Cypress Village will be market rental housing. While it is true that market rents are typically higher in West Vancouver than in other communities, rental is still inherently more affordable than strata.
 3. 5% of the units will be below-market rental with the target rental rates being 70% of market rents for similar new units (see Policy 9.1.2 in the Draft Plan). Obligations for the below-market rental housing will be secured through Housing Agreements registered on the titles of residential parcels. The affordable rents are defined in terms of a target compared to market rents for similar new units, not income levels.

Question 33:

- *Question:* “Your reports contain lots of what you believe to be the positives but is not balanced by providing us residents with any of the negatives. This concerns me greatly. Without being honest about the downsides, and justifying your statements, and substantiating with costs, the reports come across as speculative and empty. Questions: 1) BPP would not be entering this deal with WV unless they had much to gain and, from the information you have provided, it seems they will be receiving much more than what they will be giving up. WV can do much better. BPP are not likely to develop much of their lands anyway. The days of huge lots and houses are over (or the potential market so limited) and they know it. Why haven't you provided us the dollars so as to better understand and give the full picture of the money involved in this deal and does the deal need to be updated now that we've had 2 years of crazy real estate gains. 2) Somehow, I think WV residents will end up paying more taxes for more staff and admin to support all this new infrastructure, firehall, school, community centre, etc. Adding the relatively few to the tax base will not be sufficient to justify this development. When will we be told the full impact on our taxes? 3) How can we trust Council and the District that Eagleridge will forever remain dedicated as a park? Just look at Ambleside Park and how our current Mayor would like to destroy some of its acreage by building an Arts Facility there if she has her way. If Ambleside Park can be stolen at the whim of a Mayor then how can any of our parks ever be safe.”

- *Response:* Thank you for your comments and questions. In response to your first question, as described in Section 7.0 of the Draft Plan and as has been communicated throughout the planning process, the fundamental financial basis for the transfer of development potential and rezoning to allow a mixed-use Cypress Village is that the value of BPP's lands in Cypress Village *after rezoning to allow a mixed-use village* should approximately match the value of BPP's lands in Eagleridge and Cypress Village *under the existing single family zoning*. See Question 15 of the Phase 3 FAQs for more detail about how the transfer of development potential financial analysis works. As noted, the comprehensive financial analysis involves estimating the land value supported by redevelopment in Eagleridge and Cypress Village under the existing single family zoning, the land value supported by development under rezoning to allow a mixed-use Cypress Village, and then calibrating/negotiating the amount of density, the mix of amenities, and other mechanisms to try to balance the land values under the two scenarios. This financial analysis has been completed by independent experts and reviewed by other independent consultants. Because some of the information about BPP's business plans is confidential, the full financial analysis is not publicly available.

With regard to your comment about possible negative impacts on the broader community, the planning work has considered these aspects of the project:

- Financial: A financial impact analysis is being finalized and will be included in the supporting package of materials made available when the bylaws are brought forward for Council's formal consideration of adoption. As noted on page 79 of the Draft Area Development Plan for Cypress Village and Eagleridge, Cypress Village will not have any significant positive or negative financial impact on the taxes and fees paid by other residents and taxpayers in West Vancouver.
- Traffic: As noted in the documents related to traffic provided on the project webpage, there will be some negative impact on travel times, but these are relatively minor.
- Views: View analysis indicates that some of the taller buildings in Cypress Village will be visible from some viewpoints in the community.

In response to your third question, BPP will be required to transfer title of its lands in Eagleridge to the District as part of this process and the lands will be dedicated by bylaw as Park.

Question 34:

- *Question:* "Let's face it, until WV residents, especially those living outside of the Ambleside core, get door to door bus service, we're not getting out of our cars. Ask yourselves, what's the percentage of Ambleside/Dundarave Village employees who bus it to work? Indeed, how many District employees (at District Hall, police, and fire) bus it to work even though it's less than a 5 minute walk from Marine Drive? I'm not finding anything concrete in your Summary Information About Traffic report that Cypress Village residents and/or visitors to the area will behave any differently. Furthermore, if Cypress Village/Eagleridge recreation, shopping, and employment area become as popular as you claim, what do we get - more traffic! It will only further strain the Taylor Way/Marine Drive intersection with visitors/employees either passing through on way to the Upper Lands or parking at Park Royal and bussing it. Questions: 1) You've included one table to compare trips during morning peak. Why haven't you used the busiest period, which we all know is 3PM to 6PM every day of the week? 2) Furthermore, it's inconceivable that this development for estimated 6,900 residents will increase commute times by only 7 to 9 minutes on top of what we experience today. Sure, we will be dealing with more and more through traffic too so, before even considering a project of this magnitude, why isn't WV joining other NV local governments, and with BPP's

influence, to get working now with BC government, on fixing the 2 bottlenecks (LG and 2nd Narrows bridges)? 3) What thought has been given to WV being a non-stop building site for 20 to 25 years and all the extra traffic headache that this will cause the residents of WV during this time?”

- *Response:* Thank you for your comments and questions. In response to your first question, the peak hour times for the Traffic Impact Assessment were established with several criteria in mind: the hours with the highest overall volumes during the morning and evening data collection time periods, the hours that reflect anticipated future Cypress Village peak hours, and hours that are consistent with the Regional Transportation Model. This was discussed with, and approved by, the Ministry of Transportation and Infrastructure, who has an interest in the analysis due to the proximity of the planned development to Highway 1 and Cypress Bowl Road which are under its jurisdiction. The table in the Phase 3 document about traffic information shows in the impacts for the morning peak hour as an illustration of the analysis. The analysis also includes the evening peak, for which the findings are similar. The Traffic Impact Assessment report will be provided as a reference document as part of the package of information materials that will accompany the bylaws when brought forward for Council’s formal consideration of adoption, so there will be an opportunity to review the data and analysis at that time.

In response to your second question, the estimated impacts on travel times from West Vancouver to different locations in the region with the mixed-use Cypress Village takes into account many factors that will help mitigate traffic impacts (e.g. provision of transit service, transportation network improvements in Cypress Village, and the provision of amenities such as commercial space, a school, and other community facilities in the village). These are explained in the text under the headings “Background” and “Traffic Impact Assessment” in the Phase 3 document summarizing information about traffic, and also in the answer to Question 23 in the Phase 3 FAQs. As noted in the text under the heading “Ongoing Regional Initiatives” in the Phase 3 document summarizing information about traffic, West Vancouver is part of North Shore Connects (a partnership including the three North Shore municipalities, Squamish Nation, and Tsleil-Waututh Nation) which is working together to improve transportation on, to, and from the North Shore.

In response to your third question, the Draft Plan anticipates that the village will be built out in phases over about 20 to 25 years and that development will generally have an east to west progression within the village. The developer will be required to have a traffic management plan in place for each application (see information about traffic management plan requirements online [here](#)). The Draft Plan includes requirements for some of the important community building elements (e.g. commercial space such as the grocery store) and the independent transit service to be provided in early phases of the development, to help reduce the need for vehicular trips outside of the community. While it is true that development in Cypress Village will occur over 20 to 25 years, this is not literally turning West Vancouver into a “non-stop building site”. Keep in mind that Cypress Village is not adjacent to most other neighbourhoods in West Vancouver so few places will experience direct impacts of construction activity. Also, West Vancouver as a whole, like all communities in the region, will grow whether or not Cypress Village is developed so there will always be some degree of construction activity.

(end of Attachment K)

Attachment L: Log of Email/Phone Enquiries during Phase 3

Documented June 15, 2022

This attachment provides a summary of the email and phone enquiries received from the public during Phase 3 of *Planning the Upper Lands*. This is not a transcript; in some cases, information has been abbreviated to capture the main points of the communication.

(1)

- January 2022 voicemail received by Planning Department over the holiday break
- Caller was interested in learning more about the form and character, height, and anticipated uses for the benchlands employment space, noting that some uses such as film studio would need taller space than other uses such as office/light manufacturing.
- Planning team responded by telephone and noted that, as indicated in the Phase 2 materials, the benchlands employment space is anticipated to include business park-type uses compatible with a location near the mixed-use village core, such as office, light manufacturing, craft brewery, and film studio, and that the zoning will define the permitted benchlands employment uses in more detail in Phase 3. The planning team also indicated that additional images will be included in the Phase 3 materials to help convey the potential form and character of the business park space.

(2)

- January 2022 email received by upperlands@westvancouver.ca sent over the holiday break
- Sender enquired as to when homes in Cypress Village will be available for sale, whether commercial units will be for sale or rent, and about home prices
- Planning team responded by email indicating that (a) we are anticipate completing the planning and engagement process to create the policies that will govern development of the village this year; (b) the planning policy includes a mix of condo (ownership) residential units, market rental residential units, and affordable rental residential units; and (c) the developer, British Pacific Properties, would be the best source for pricing information (when available).

(3)

- February 2, 2022 email received by upperlands@westvancouver.ca, Departmental Directors, and Mayor & Council
- Sender provided information about wetlands: “Happy World Wetlands Day. On this day, here are a few things to consider and reflect on:
 - “Wetlands are among the most biologically diverse, productive, and important life support systems on earth. They are integral to the functioning of many important ecosystems and life forms in B.C. They also provide people with a wide range of beneficial services, from flood control and water supply to recreational opportunities. Often, these services are unrecognized and undervalued, leading to the loss or impairment of wetlands—and thus the services they had provided are either costly or impossible to replace. In an ideal world, stewardship approaches could be customized for every environmentally sensitive area, every landowner, and every parcel. In reality,

only very large parcels of land or major developments can warrant the time that this customization would demand. **In the meantime, stewardship needs to be accomplished on small parcels throughout the municipalities and regional districts where stewardship opportunities are being needlessly and incrementally lost for want of effective protection of sensitive ecosystems. Stewardship is a shared responsibility between local governments, landowners, and other community members.**” [Emphasis added] -*Wetland Ways* (Wetland Stewardship Partnership/BC Gov

- Wetlands are rich in nutrients carried by the rivers, streams and water flowing into them. This combination of nutrients, sunlight and water powers the food chain.
- Wetlands are the home to about 30% of known fish species, worldwide, with 200 new freshwater species discovered each year.
- Wetlands sustain high levels of biodiversity and provide habitats for species at risk. It is estimated that, in the region, over half of our fish and wildlife depend on wetlands at some time in their lives. Salmon, great blue herons, trout, eagles, osprey, bats, a variety of ducks, hawks, song birds, shrews, salamanders and frogs are but a few examples of the wildlife that depend on our wetland resources.
- Wetlands’ silt-rich soil and abundant plants act as filters against harmful toxins, agricultural pesticides and industrial waste, naturally improving water quality.
- Wetlands are among the most productive ecosystems in the world. They play an important role in carbon fixation, CO₂ balance and methane equilibrium. Changes in wetlands will bring negative changes to the carbon and methane balance.
- Inland wetlands, such as floodplains, rivers, lakes, creeks, streams and swamps, absorb and store excess rainfall, which reduces flooding by gradually releasing it to streams and groundwater.
- Wetlands help maintain flows during low flow periods for downstream habitat and water users.
- Wetlands also store and release water, delaying the onset of droughts.
- On-site mitigation – replacing or rebuilding a wetland on the same site, or relocating wetlands – is often an unsatisfactory solution to replacing the function and value of a wetland, and yet, filling wetlands and on-site mitigation has been the established practice for many years. Even if these projects are completed, they are rarely monitored for compliance or efficiency studies. (Washington State Department of Ecology). I suspect that these same issues exist in our region, and locally.
- Experts say that the successful relocation of wetlands is not possible, at least not without significant and negative impacts on function and the environment. (The Partnership for Water Sustainability in BC)
- Riparian and aquatic vegetation stabilizes shorelines and minimizes erosion.
- Since 1997, World Wetlands Day has been celebrated each year on February 2 to raise awareness about wetlands. This day also marks the anniversary of the Convention on Wetlands, which was adopted as an international treaty in 1971.
- On August 30, 2021 the UN General Assembly adopted a resolution that established February 2 as World Wetlands Day, inviting all 193 UN member states to observe the day, opening the door for greater global visibility for wetlands. World Wetlands Day involves, and includes, everyone as these ecosystems impact us all.
- The focus of this year’s World Wetlands Day is on Urgent Action. It is an appeal to take action and to invest financial, human and political capital in order to save the world’s wetlands, big and small, from disappearing altogether — and to restore those we have already lost, or are degraded.
- Rewet, reforest and restore degraded wetlands. Value & Love Wetlands.
- Thank you for your time and attention.

- Sources include material from: Ramsar – Convention on Wetlands; *Wetland Ways* (Wetland Stewardship Partnership/BC Gov); Wetlands Workforce; BCWF – Wetlands Institute; and the Partnership for Water Sustainability in BC.”

(4)

- April 9, 2022 email received by upperlands@westvancouver.ca
- Sender enquired about when housing units in the village will be available for sale
- Planning team responded by email indicating that we anticipate completing the planning and engagement process to create the policies that will govern development of the village this year and that the developer, British Pacific Properties, would be the best source for information (when available) about housing units available for sale

(5)

- April 26, 2022 email received by upperlands@westvancouver.ca
- Sender noted that there is a swamp in Upper Cypress that should be protected and offered to provide information about the location of the swamp.
- Director of Planning and Development Services followed up and offered to discuss/meet regarding the swamp.

(6)

- April 28, 2022 email received by upperlands@westvancouver.ca
- Sender asked about the timeline for developing Cypress West.
- Planning team responded by email indicating that “We anticipate that the planning work for Cypress West (and Inter Creek) will happen in the future when Cypress Village is nearing build-out. Development in Cypress West would start after that. Based on the anticipated build-out timeframe for Cypress Village, development in Cypress West is not likely to start for about 20 to 25 years.”

(7)

- April 30, 2022 email received by upperlands@westvancouver.ca
- Sender commented that “in my opinion, the proposed “future” connections to Northwood Drive must be done in Phase 1. You cannot possibly have only an easterly exit from any development of this size even just phase one. The village is proposed in a very vulnerable area for interface fire. Just imagine if it occurred in the “works yard” area, no one could evacuate east. Thanks for your work on this project to date.”
- Planning team responded by email noting “we agree that having more than one access point to Cypress Village is important in the event of an emergency and for the provision of emergency services, fire safety, overall traffic circulation, and traffic management. The connection through to Northwood Drive is currently a gravel emergency services route and this will be retained until future upgrades. In addition to the access routes to the east (at Highway 1 at the Exit 8 interchange and via Chippendale Road), there will be a third access constructed as part of developing the village connecting the Westmount Road Interchange (Exit 7) from Wentworth Avenue up to the village. This is called the Westmount Connector

and is expected to be constructed in about 2027/2028, fairly early on in the development horizon.”

- Sender replied by email noting “That is good that the Northwood Drive connection will be used as an emergency route. I am aware of the gravel service road, which will serve well as an evacuation route, but the bottom connection to Northwood will need upgrading to make it useable. This evacuation route will be vital even for the construction workers in early phases. All your current planned roads head east from the village centre. Even the Westmount connection heads east first. That is no comfort for residents or workers. I for one will never spend any length of time in that area without knowing that I had two ways out, that is simply good safety planning.”

(8)

- May 4, 2022 email received by upperlands@westvancouver.ca
- Sender suggested placing a traffic control light at the intersection of Chippendale and Cypress Bowl Road now or at least before the new development is finished for pedestrians to access the new Trestle bridge, noting that:
 1. Vehicles commonly travel at speeds significantly in excess of the speed limit on Cypress Park Road, especially motorcycles which are not as visible and cars and trucks.
 2. It is difficult for ordinary motorists to judge the time it takes to safely make a left turn at this intersection, or enter Cypress Park Road from Chippendale, if traffic is travelling quickly on Cypress Park Road especially if it is dark or visibility is poor.
 3. It is difficult for pedestrians to estimate the time it takes to safely walk across this intersection (to or from the Tressel bridge parking lot) if motor vehicles on Cypress Park Road are approaching especially if visibility is poor and/or vehicles are travelling at high speed.
 4.on at least 2 occasions, I have noted vehicles parked on the western part of Chippendale because the Tressel bridge parking lot is full. This results in persons of all ages and probably including the elderly and the very young having to cross Cypress Park Road on foot without the benefit of traffic controls.
 5. As weather improves, I expect the Tressel bridge parking lot to be full more often resulting in more pedestrians crossing Cypress Park Road from Chippendale.
 6. The new development proposed will probably increase vehicle and pedestrian traffic at this intersection. In my view, a traffic control device at this intersection is warranted now and certainly when the new development is completed.”
- Planning team responded by email indicating that “Separate to the planning for Cypress Village, the District has been considering two pedestrian/cycling crossings of Cypress Bowl Road - one at Chippendale Road/Cypress Bowl Road and one at Cypress Bowl Road/Uplands Way and Road J. The types of crossing and anticipated timelines are not yet known, but District staff are working with the Ministry of Transportation and Infrastructure to explore options. We will share your suggestion and comments about having a signalized/traffic control intersection to improve pedestrian safety in this location. Within Cypress Village, there is also a pedestrian crossing planned at the proposed new roundabout where Cypress Bowl Road, the main village street, the new Westmount Connector, and the entrance to the District Operations Centre site will intersect (see Figure 9E in the Draft Area Development Plan for Cypress Village and Eagleridge). This will connect to a new multi-use path that will run east to connect to Chippendale Road at Mulgrave School. It is anticipated that the roundabout including the pedestrian crossing in

this location and the new multi-use path in this location will be completed between 2025 and 2026.”

(9)

- May 16, 2022 email received by Director of Planning and Development Services
- Sender provided information/maps about two mill sites and a historic crossing of Cypress Creek, following up on a discussion at one of the pop-up engagement sessions

(10)

- May 18, 2022 email received by Director of Planning and Development Services
- Sender commented that they appreciated the Virtual Information Meeting and provided the following link about the Lights Out New York Initiative to protect migratory birds:
https://secure-web.cisco.com/1_WxBrNdWB_WMJI3zs9kC0C8frQrmfr0UHRh5E08eMfR-0z4NexPo3q3CmCH-litQz2kV8AjMOu6wl_2WXfexUD2DkZe70xYC_VOCyUcDfracrPnf60YCH8E64jL95TNqp2nmKiW1itlY8OPg_FaSn8G0gA_8uY7W-diSwtYkD6H-b3GJEtm4cQG0kLaW_CUFsmYVsY3OZbTZ85LWMeCznfXThjjeiOgf9Pdv767gUy9CD3JM_AjHmV9msy3SkzZ0lc2LY9pxv-FL4U4u-ZT6QWrFct0L9HgAp_lfbmMMLpnodurrnvQ0GHm9dJ2_gA3/https%3A%2F%2Fny.audubon.org%2Fnews%2Fgovernor-cuomo-announces-lights-out-new-york-initiative-protect-migratory-birds

(11)

- May 19, 2022 email received by the Director of Planning and Development Services about the Upper Lands and the Five Creeks project (only comments regarding the Upper Lands are noted here)
- Sender noted that the Virtual Information Meeting “worked really well” and was “very civilized and productive” and expressed concerns about traffic on Cypress Bowl Road, noting that the left turn into Stonecliff is often difficult and that there is a fair amount of traffic around Mulgrave school (although noted that the access to the school is well controlled)
- Planning staff directed the enquirer to materials about the Five Creeks Stormwater Flood Protection Project.

(12)

- May 25, 2022 email received by upperlands@westvancouver.ca
- Sender provided the following comments and questions:
 1. “What is the impact of more lights on the mountain to the dark night sky, birds during spring and fall migration, and bird window crashes? See FLAP fatal light awareness program and nycaudabon.com
 2. Skiing industry contributes to our BC economy. Climate change will have an impact on our local mountains. What impact will heat generated from the village have on snow on the ski hill? water in our stream corridor system?
 3. Trees at the top of the mountain contribute to making rain. How many trees are being removed from the mountainside? Rain clouds move from one mountain top to another. If there are no rain clouds moving to the interior, what happens to the interior? to our food

supply? The same question was asked about the Amazon Rainforest when coastal trees were removed.

4. Trees are huge water tanks collecting rainfall and releasing it slowly back into the ground through root systems and by dripping from the canopy. What happens to slope stability without trees?
 5. What consideration has been given to the availability of water pressure at the top of the towers
 6. How much water is needed per unit for a dishwasher, washing machine, a shower, a toilet? How will that impact water supply in the Altamont-Westmount catchment area? In my house? In the community?
 7. How can we conserve our drinking water? Can we stop using drinking water for putting out fires? How can we access grey water?
 8. How can we talk about the Upper Lands without including our UFMP? West Van is counting cooling canopy while it is being removed in the Upper Lands. We need carbon 'draw down' to collect carbon from the atmosphere. We are saving trees in one area and stripping them from another area. Who is counting?
 9. Thank you for all the work in planning for the Upper Lands.
 10. Thank you for the opportunity to ask questions.”
- Planning team responded noting that:
 - We don't have specific answers to most of these questions but, in general terms, the Draft Plan aims to help mitigate climate change and reduce GHG emissions. See Section 9.10 of the Draft Plan for sustainability policies.
 - Developing a compact, clustered community in Cypress Village and protecting 262 acres of land in Eagleridge is a more sustainable way of accommodating new housing than large single family houses which are permitted under the existing zoning in Cypress Village and Eagleridge.
 - We plan to add text to the Development Permit Guidelines intended to help minimize and mitigate impacts on birds.
 - In terms of servicing, the developer will be responsible for providing adequate on-site and off-site servicing infrastructure to meet the needs of Cypress Village. The Phased Development Agreement will set out servicing standards that the development will be required to meet. Engineering analysis and design have shown that sufficient water and water pressure can be delivered to all proposed buildings.

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APPENDIX 20

What We Heard and How that has Helped Shape the Plan

This document provides an overview of the key themes that have been expressed by the community and stakeholders throughout the *Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge* process, and how this input helped to shape the Area Development Plan (ADP) for Cypress Village and Eagleridge.

Background

Planning the Upper Lands: Creating a Sustainable Urban Community in Cypress Village and Protecting Lands in Eagleridge is a three-phase planning and community engagement process to create detailed policy for the lands in Eagleridge and Cypress Village. This process is a major step towards implementing the policies in the Official Community Plan (OCP) about the remaining planning areas in the Upper Lands.

Work began on this project in 2019 and has been underway since then.

The Phase 1 engagement (2020) communicated the vision and goals already contained in the OCP, presented draft planning principles, and asked what level of trade-off was supported by the community: the greater the share of the Eagleridge lands owned by British Pacific Properties

Limited (BPP) to protect as green space now, the greater the scale of development required in Cypress Village. The community and stakeholders responded by supporting greater development in Cypress Village in exchange for protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach over time.¹ Council directed the planning team to proceed to the second phase of the planning and engagement work based on this approach (see the Phase 1 Council Report online [here](#)).

The Phase 2 engagement (2021) presented a proposed land use plan and development concept for Cypress Village, sought input about the level of support for these proposals, and provided open-ended opportunities to ask questions and provide suggestions/comments. The community and stakeholders responded with support for the proposed land use plan and development concept and with a wide variety of suggestions/comments.² Based on

¹ In the Phase 1 Survey, 64.5% of all respondents (and 67% of those who indicated they live in West Vancouver) indicated that they would prefer to protect all of the Eagleridge lands at this time, rather than in a phased approach, despite the trade-off of a larger scale of community in Cypress Village.

² In the Phase 2 Survey, respondents were asked to indicate their level of support for five proposals: the proposed housing mix, proposed land use plan, proposed active transportation network/recreation areas plan, proposed list of community facilities, and proposed form and character for development in Cypress Village. The community responded with support for all five proposals:

- Proposed housing mix: 60% of all respondents (and 58% of those who indicated that they live in West Vancouver) indicated they “support” or “generally support but have some concerns”.
- Proposed land use plan: 60% of all respondents (and 57% of those who indicated that they live in West Vancouver) indicated they “support” or “generally support but have some concerns”.
- Proposed walking, cycling, and recreation networks: 68% of all respondents (and 67% of those who indicated that they live in West Vancouver) indicated they “support” or “generally support but have some concerns”.
- Proposed community facilities: 72% of all respondents (and 69% of those who indicated that they live in West Vancouver) indicated they “support” or “generally support but have some concerns”.
- Proposed form and character: 59% of all respondents (and 57% of those who indicated that they live in West Vancouver) indicated they “support” or “generally support but have some concerns”.

The planning work in Phase 3 took into consideration the main concerns raised during Phase 2.

the results of Phases 1 and 2, Council directed the planning team to proceed to the third (and final) phase of the process which is the documentation phase (see the Phase 2 Council Report online [here](#)).

The original intention for Phase 3 was to move directly into documenting the bylaws and bringing them forward for Council's consideration of formal adoption, with community input during Phase 3 being provided in the public hearing process. However, given the amount of information and the level of interest from the community and stakeholders in planning for Cypress Village and Eagleridge, Phase 3 was divided into two main steps:

1. *Additional Phase 3 Engagement:* A draft Area Development Plan was posted on the project webpage with an opportunity for the community and stakeholders to review the draft and ask questions prior to the bylaws adoption/public hearing process. This is referred to as the Phase 3 engagement and it culminated in the planning team publishing a Phase 3 Engagement Summary which is posted on the project website [here](#).
2. *Bylaws/Public Hearing Process:* A complete package of bylaws has been prepared, which will be presented to Council for formal consideration of adoption. The approvals package includes:
 - A final copy of the Area Development Plan for Cypress Village and Eagleridge.
 - New zoning for Cypress Village (CV Cypress Village Zone).
 - A Phased Development Agreement between the District and BPP, which will set out development phasing and the provision of community amenities as well as the legal mechanisms for protecting the lands in Eagleridge.
 - A Land Agreement between the District and BPP.
 - Supporting bylaws (e.g. Park dedication bylaw, OCP amendments bylaw).

This document summarizes what we heard in Phase 1 (vision), Phase 2 (framework), and the Phase 3 engagement (draft ADP) and how that has helped shape the proposed final ADP.

Evolution of the Plan Based on Community and Stakeholder Input

Each phase of *Planning the Upper Lands* has built on the community and stakeholder input from the previous phases. Comments and suggestions were extensive, varied, and diverse. Here is a summary of key input and responses:

1. *There was steadfast support for the dual objectives of creating a sustainable, urban community in Cypress Village and protecting lands in Eagleridge, so these two interconnected goals are foundational to the Area Development Plan.*
2. *When asked about the trade-off between the scale of development in Cypress Village and the share of the Eagleridge lands owned by BPP to protect as green space now, the community responded by supporting greater development in Cypress Village in exchange for protecting all of the Eagleridge lands owned by BPP at this time, rather than in a phased approach over time. So, all of the lands in Eagleridge that are owned by BPP are being protected now. This will be achieved by transferring ownership of these lands from BPP to the District, and the District dedicating the lands as Park.*
3. *Some people expressed concern about a community on the scale of 3,700 housing units. The total number of housing units was not adjusted, because this size of community is required to (a) create a compact, sustainable, urban community based on smart- growth principles that can support transit, local commercial space, and community facilities and (b) enable the big picture goal of protecting the vast, beautiful, and ecologically valuable natural area in Eagleridge that is important to the West Vancouver community and the region. However, additional information about the rationale for the size of the community was provided in the Phase 3 engagement FAQs and in the draft ADP, and is included in the updated FAQs being posted on the project webpage at the same time as this document. Also, the layout of the taller buildings was adjusted between Phases 2 and 3 of the planning work to help enhance the pedestrian scale of the village core.*
4. *A small number of people expressed opposition to any development in the Upper Lands or a preference for the Upper Lands to be developed under the existing single family zoning. The process did not consider a "do nothing" option leaving all of the lands in Cypress Village and Eagleridge in a natural state, because BPP has existing single family development rights. The process also did not consider a "status quo" option of developing BPP's lands in Eagleridge and Cypress Village under the existing single family zoning because it would be inconsistent with the District's OCP and smart-growth principles. This planning process is working within the context of exploring a first major step towards implementing the vision in the OCP of protecting the lands in Eagleridge and creating a compact, sustainable community in Cypress Village.*

5. There was interest from some members of the community and stakeholders in understanding how the transfer of development potential works, the rationale for the total housing count in Cypress Village, and the portion of the housing units that are related to enabling the protection of the lands in Eagleridge. This was explained in the Phase 2 FAQs and the narrative was expanded in the Phase 3 engagement FAQs. This is also explained in the updated FAQs being posted on the project webpage at the same time as this document.
6. There was curiosity and suggestions about how to protect the lands in Eagleridge that are currently owned by BPP. The Phase 3 engagement materials described that the District will obtain ownership of these lands from BPP and will dedicate the lands as Park, protecting them for conservation and recreation. This is also reflected in the proposed final ADP.
7. There was a wide variety of comments about the housing mix in Cypress Village, with many comments diverging. For example, some people suggested reducing the share of small single family houses included in the housing mix while others suggested increasing the share. Some suggested reducing the share of apartment units in the housing mix, while others expressed support for a mix with mostly apartment units because this form of housing is relatively more affordable. There was also input about including affordable housing in the plan and including more variety of ground-oriented units, not just townhouses and small single family houses.

The housing mix in Cypress Village includes strata apartment units, market rental apartment units, affordable rental apartment units, ground- oriented multi-family units (e.g. duplexes, triplexes, townhouses which could include lock-off suites), and a small number of small single family houses to offer a range of housing options, choices, and tenures. The affordable housing component was added in Phase 2 of the planning process based on input during Phase 1.
8. Some members of the community expressed a desire to see a vibrant and viable commercial precinct in Cypress Village. The village has been planned to include sufficient population to support a locally- oriented commercial precinct, and to include restaurants, cafes, and stores that will meet the needs of Cypress Village residents while also providing an attractive amenity for all residents of West Vancouver.
9. Some people expressed concern about the inclusion of taller buildings in the plan. Between Phases 2 and 3 of the planning work, the layout of the taller buildings was adjusted to further concentrate the taller buildings along the upslope side of the village, to enhance the pedestrian scale of the village core. Incorporating taller buildings helps to:
 - Reduce the footprint of development.
 - Provide a sufficient number and height of buildings to accommodate the number of units needed in Cypress Village to enable the transfer of development potential from the BPP lands in Eagleridge.
 - Concentrate a large share of residents within easy walking distance (400 metres or less) of the retail/ service businesses, community facilities, and transit stops, which in turn helps to support a healthy, sustainable, and vibrant village.

The building heights in Cypress Village are similar to building heights in Ambleside and to building heights in other master planned communities around the region.³
10. During Phase 2, some members of the community expressed concern about the footprint of development near Cypress Creek and suggested planning for larger creek setbacks and avoiding mature stands of trees in this location. The footprint of the ground-oriented housing development pod in the northwest portion of the planning area was reduced in the Phase 3 engagement materials based on this suggestion, and the larger setback from Cypress Creek is included in the proposed final ADP.

³ There will be about 29 multi-family buildings in Cypress Village, of which 13 are envisioned to be tall buildings in the range of 22 to 25 storeys and 16 are envisioned to be low-rise buildings in the range of 4 to 6 storeys. The CV Cypress Village Zone allows up to 5 buildings in the mixed-use village core and up to 8 buildings in the multi-family residential area to be up to 25 storeys, with the height of other multi-family buildings being limited to 6 storeys. These heights are similar to building heights in Ambleside, where (as of the Phase 3 engagement in April 2022) there are over 90 multi-family buildings ranging from 4 to 22 storeys (of which more than 70 buildings are in the range of 7 to 22 storeys). These heights are also similar to building heights in master planned communities around the region. For example, Wesbrook Village at UBC includes a mix of townhouses, low-rise (4 to 6 storeys) and taller buildings (14 to 22 storeys); UniverCity at SFU's Burnaby Mountain Campus includes a mix of townhouses, low-rise (4 to 6 storeys) and taller buildings (7 to 20 storeys); Newport Village in Port Moody includes a mix of low-rise (4 storeys) and taller buildings (20 to 25 storeys), and The River District in Vancouver includes a mix of townhouses, low-rise (5 to 6 storeys), and taller buildings (7 to 26 storeys).

11. Recreational stakeholders expressed interest in seeing these existing (currently unauthorized) uses included in the plan and formalized over time, including hiking, mountain biking, and bouldering (a form of free climbing on small rock formations and outcrops without the use of ropes or harnesses). This input was addressed in these ways:
 - The plan includes pedestrian, cycling, and recreation networks that aim to support hiking, mountain biking, and bouldering as recreational opportunities in the village.
 - BPP will build over \$500,000 of hiking trails, some of which will help provide access to bouldering areas, and will contribute \$500,000 towards creating a network of authorized mountain biking trails in Cypress Village.
12. During Phase 2, some members of the mountain biking community expressed a desire to see the boundaries of the mountain biking area expanded to include an existing (unauthorized) trail that was just outside of the proposed mountain biking area, the interface between the proposed multi-use path and (currently unauthorized) mountain biking trails above the 1,200 foot contour adjusted, and a commitment to both temporary and permanent bike staging areas in the plan. These adjustments were all made.
13. During the Phase 3 engagement (draft ADP), input from some members of the mountain biking community led to text being added to the proposed final ADP to describe the goal of having mountain biking trails for all levels of riders; to note that opportunities to keep existing trails, re-route existing trails, and add new trails should be considered during implementation; and to describe the staging area as a recreation staging area rather than a mountain biking staging area, as there are hiking trails, mountain biking trails, and bouldering areas in the plan.
14. The mountain biking community also asked how the mountain biking trails in Cypress Village and above the 1,200 foot contour will be formalized, built, and managed over time. There are two commitments:
 - The District and BPP are committed to a subsequent, separate planning process to formalize, plan for, build, and manage mountain biking trails in the mountain biking area in Cypress Village with the input of stakeholders. This process could be similar to the recent partnership between the District, BPP, and the North Shore Mountain Bike Association (NSMBA) to build a new multi-use trail in the Rodgers Creek area to the Marr Creek area of the Upper Lands and formalize three existing mountain biking trails.
 - The District and BPP are also committed to a subsequent, separate planning process to formalize, plan for, build, and manage mountain biking trails above the 1,200 foot contour, as a continuation of the incremental step-by-step process towards a broader management plan for the entire mountainside.
15. Some members of the community and stakeholders suggested that a connection to Almond Road be included to provide access to shopping and Rockridge Secondary and that the hiking trail west of the mountain biking area be adjusted to avoid an existing (unauthorized) mountain biking trail in this location. These suggestions were incorporated.
16. During Phase 1, some community groups expressed interest in seeing spaces in Cypress Village that could allow for co-location of community groups. The plan includes a community centre which could provide opportunities for this and this has been noted in the proposed final ADP.
17. There were suggestions throughout the process to provide purposeful way-finding and signage in the village, including signage that helps communicate the history of the lands. The plan includes this principle.
18. The community and stakeholders expressed concern throughout the process about traffic impacts, storm water management, climate change, and wild fire management. Additional information about these topics was included in the Phase 3 engagement FAQs and in the draft ADP, and is included in the updated FAQs and proposed final ADP being posted on the project webpage at the same time as this document. The technical Transportation Impact Analysis will be provided as part of the supporting materials accompanying the bylaws.
19. There were questions about whether BPP would be required to provide amenities within defined timeframes, or could elect to delay key elements of the plan such as transit and affordable housing until later in the development horizon. The Phased Development Agreement requires BPP to provide amenities such as the commercial space and transit early on in the development and to meet defined delivery schedules for other amenities such as the market rental housing, non-market rental housing sites, hiking trails, and childcare spaces.
20. Mulgrave School suggested that its high calibre recreational facilities could be utilized to help serve the residents of Cypress Village, both in the short term as the village gets developed and in the longer term. The District intends to explore this potential opportunity with Mulgrave School as development of the village proceeds. A note about this was added to the proposed final ADP.

21. Mulgrave School expressed interest in seeing upgrades to Cypress Bowl Road particularly at the intersection with Cypress Bowl Lane. Upgrades to Cypress Bowl Road and signalization of the intersection of Cypress Bowl Road and Cypress Bowl Lane are proposed as part of the transportation infrastructure upgrades, subject to detailed design review and approval by the Ministry of Transportation and Infrastructure.
22. The West Vancouver Minor Hockey Association and some members of the community suggested that an ice rink be considered as part of the community facilities in Cypress Village. An ice rink is not included in the village, because the amount of land in Cypress Village is limited, particularly after accommodating the transfer of residential density to enable the protection of the lands in Eagleridge for conservation and recreation; there is a finite total cost for amenities that can be paid for by the development; and the traffic impacts of a destination-type facility such as an ice rink may be challenging to address. The focus has been on accommodating locally-serving community amenities and facilities that will mainly meet the day-to-day needs of residents. This includes providing commercial space for businesses such as a grocery store/pharmacy/bank/ restaurants/personal services, a community centre (with a gym, fitness centre, multipurpose rooms for meetings, classes, social events, or programming by local organizations, and possibly a small branch library), a sports field, an elementary school, child care space, biking/hiking/walking trails, and a fire hall. The plan also formalizes and enhances amenities for the broader community, including formalizing a mountain biking area of over 50 acres, hiking, and bouldering recreation.
23. Trails BC Southwest Region expressed interest in the possibility of re-routing the Trans Canada Trail (formerly called the Great Trail) as part of Cypress Village, as this trail currently jogs quite far north up the mountain to cross Cypress Creek and then heads back down south towards where the village will be located. The District and BPP will explore this in more detail as development in Cypress Village proceeds, as there could be opportunities for an adjusted route connecting with some of the multi-use paths and new trails in Cypress Village.
24. Some members of the community and stakeholders, including the BC Parks Foundation, expressed interest in understanding what will happen to the lands in Eagleridge once the District acquires them. The District is committed to undertaking a subsequent, separate planning process to explore options for managing the Eagleridge lands and ideas for expansion and improvement of trails to support recreation use.

It is anticipated that some lands will be used for outdoor recreation (walking, hiking) and some lands will be protected for ecological and environmental sensitivity reasons with limited access. As part of this process, enhanced way-finding and signage will be explored including consideration of opportunities for Indigenous cultural recognition (such as interpretive signage at trailheads and along trails, in consultation with First Nations). Based on policies in the OCP and input from the community and stakeholders throughout this process, preliminary ideas for how the lands could be managed include management under the District's Parks department (as is the case for the lands in Whyte Lake Park and Nelson Canyon Park), involvement of a non-profit conservancy, exploring co-management opportunities with local First Nations, and/or another approach. These are noted in the proposed final ADP.

Acknowledgment

Many thanks to all of those who have participated in this planning and engagement process so far, sharing their perspectives and feedback on the future of Eagleridge and Cypress Village. The community and stakeholder input has been extensive, varied, and diverse, and has helped to shape the plan.

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To: Jim Bailey, Director of Planning and Development Services, District of West Vancouver

From: Steve Nicholls, Past WV Director of Planning, Lands and Permits

April 29, 2023

Contextual Review of Draft Development Plan for Cypress Village and Eagleridge

Preamble

In mid-March, you asked me to review and formally comment on the draft plan for Cypress Village and the associated “transfer of development” from Eagleridge, which are documented in the April 2022 draft Area Development Plan for Cypress Village and Eagleridge. You were requesting comment based upon my knowledge and perspective as the West Vancouver Director of Planning, Lands and Permits from the adoption of the 1980 Official Community Plan to 2008 – a high level review taking into account the evolution of Upper Lands development policies.

I am aware of the many studies over the past 10 years, the wide involvement of the community in the creation of the proposal, and the huge effort of West Vancouver Council, Municipal staff, BPP and consultants. I have no intention of critiquing the details of those reports, their conclusions or the technical requirements of implementation.

Conclusion

I have attempted to provide a contextual history of the tools and proposals used to create the draft plan, and have concluded that the proposal represents the outcome of, and positive lessons learned from the past 50 years of planning in West Vancouver. I believe that the draft proposals are extensive and inclusive, and have the promise of creating a community focus and identity not just for the future residents within it, but also for those in the surrounding neighbourhoods.

Introduction

This document is in response to your request that I review and provide an independent comment on the **April 2022 draft “Area Development Plan for Cypress Village and Eagleridge”**. It is written with the assumption that it may be sent to both Council and the public for contextual assistance in the upcoming reviews.

The comments below are my own, and I have not been limited in what conclusions or comments I may provide. I have also had access to various previous reports and have met with consultants from Coriolis

Consulting Corp, the main advisors to the District on the overall planning, land use, housing, economic and strategic elements of the proposal.

I have been asked to submit this review to provide context and possible additional assessment reflecting my particular background. I joined West Vancouver as its Senior Planner in 1979. Prior to that I had worked in Toronto as an investment analyst in real estate investments and, after obtaining a Master's degree in city planning, spent 5 years as a Neighbourhood Planner and Program Manager in Neighbourhood Planning for the City of Toronto.

I became the Director of Planning, Lands and Permits for West Vancouver in the early 1980's and retired in 2009. I have been directly involved in the creation and evolution of policies for development in the lands above the Upper Levels highway, and in the writing of Official Community Plan's and various Upper Lands studies from 1980 to 2008. I have managed the acquisition and sale of lands for the Upper Lands, the Ambleside waterfront, the Seaview Walk, and various seniors' housing and public facility developments.

Planning for the "Cypress Village lands" has taken place over at least a 10 - 15 year period, and includes many forms of public engagement and studies. This document does not intend to review those activities or their conclusions. It may, however, assist in understanding the historical context, challenges and significance of the proposal.

There are 5 subjects I considered significant after reading the April 2022 draft Area Development Plan:

1. the context in community policy development and innovation,
2. the overall scope and main goals of the proposal,
3. the scope and depth of economic calculations,
4. the form of development in relation to the topography and community character
5. affordability and the comprehensive nature of the proposal.

1. Context in community policy development and innovation.

The proposal is the product of an evolution of planning policy in West Vancouver, not a break from it.

Up until the late 1970's, and excluding 3 historical commercial villages and a shopping mall, West Vancouver development took the form of zones of single family housing and a zone of highrise apartments. In the lands above the Upper Levels, all of the development was single family and of an exclusive nature (with the exception of Panorama Village which was, in the 1960's, a Movie Studio complex with some lowrise residential.) In the Upper Levels lands, subdivisions were created by British Pacific Properties and there was little municipal involvement in overall planning or in creating character objectives.

However, during the 1970's there were a series of community based studies of the Upper Lands which resulted in the innovative 1973 Guidelines for Lands Above the Upper Levels and the creation of the 1980 Official Community Plan. Policies were created respecting density (max of 2.5 units per acre), area density variation (i.e. transfer of density) to encourage a more diverse form of housing and preserve sensitive or environmentally important lands, a series of environmental regulatory tools and designation of the Upper Lands as a mandatory Development Permit area requiring municipal approval of details of any development.

In 1978, (below the Upper Levels highway) the very large and controversial multi-owner Caulfeild Plateau development was approved and augured an approach to development that would evolve in the Upper Lands. Caulfeild Plateau involved difficult terrain and replaced the standard zoning with a Land Use Contract. It allowed a very wide range of housing types with a great amount of flexibility in layout and housing form to design homes to fit the topography and dedicating a very large portion of the land as non-buildable greenbelt. Included, unusually, was a new commercial village adjacent to a new school – providing a heart and amenity for the surrounding community. This established that flexible guidelines within defined objectives could improve development quality and create a local character.

In the 1970's, the concept of "transfer of density" was a novel and potent tool, and West Vancouver was a pioneer in its use. One of the reasons it was particularly effective in our community was that the private lands above the Upper Levels Highway were almost all in the hands of one owner, British Pacific Properties. This greatly enhanced the opportunity to negotiate compared to the norm of other municipalities where multiple owners must agree.

The use of transfer of density expanded over time, but was initially distrusted and discouraged in a "anti-development" leaning community. It initially involved the creation of subdivisions in the east with mostly single family but including some townhouse development to reduce the overall footprint and expand the amount of green space. Later, in the early 1980's, the growing prominence of the "mega house" and "heroic" measures to level steep lots led to concern over the impact of single family development. Council adopted new bylaws introducing Floor Area Ratio limits, retaining wall and slope excavation limits, the creation of creek area dedications and building footprint reductions. But the increasing visual impact of large homes, limited house lifestyle choices and "exclusive" costs remained.

The area density variations (transfer of density) could address those concerns and the variety of dwelling types and sizes began to increase, providing increased affordability and lifestyle options compared to the mega homes. Simultaneously, some subdivisions included much larger amounts of green lands, mini parks, and connecting trail lands. Potential school sites were created, without public cost. And some developments such as Deer Ridge and Stoneridge by Altamont, and along Folkestone Way, involved almost entirely highrise and some townhouses, all using area density variation.

The tool was later used on non-adjacent lands outside of a subdivision, to allow the acquisition of more distant lands such as the large portion of the steep lands above the Seaview Walk (to be kept in their

natural state and provide access to the Nelson Canyon Park above the highway), and the School District Works Yard to the east of Cypress Falls Park.

In the most recently approved Rodgers Creek Area plan under development east of the proposed Cypress Village, the use of density variations and rezoning to add the number of permitted dwellings were both used as tools to expand the variety of homes, their costs and living opportunities. The overall intent was to create a more inclusive neighbourhood character and greater environmental sensitivity to the natural the terrain. Some of the higher density housing options were located closer to the anticipated Cypress Village to facilitate access.

The proposal for Cypress Village and Eagleridge is the ultimate culmination of this concept of area density variation/transfer of density policy. It was raised as an aspiration in the late 1990's and early 2000's. However, it was also a complex and difficult objective. Compared to development proposals in the past 40 years, it is a visionary effort based on a long term objective of a fully realized community as opposed to a piecemeal "marketing driven" approach of earlier land development, which reduces the possible vision options.

2. Overall scope and main goals of the proposal,

As noted above, the history of development above the Upper Levels began with single family homes on large lots, with increasing options and sizes of dwellings and more focus on natural surroundings as it spread west. The original British Properties on the east will continue to be occupied by larger homes as the original smaller dwellings are replaced. And with its private country club, world class golf course, churches and local and private schools, it has a sense of status and identity. However, the areas further west are relatively new and do not have such amenities/facilities or sense of a distinctive history. They are high end homes with great views on a mountain setting.

In my opinion, and referencing the history of Upper Lands studies, the Cypress Village proposal is different enough that it can add a sense of focus and character to those living in both the new development and the surrounding areas. I also believe the preservation of Eagleridge, and inclusion of accessible public access, all below the main snow lines, creates an amenity with a visual natural presence that can enhance the character of the municipality as a whole.

The proposal's stated goals are:

- a) to create a compact, sustainable community in Cypress Village and
- b) to protect remaining lands in Eagleridge by transferring their development potential to Cypress Village

Successful negotiations require (eventually) willing participants. However, there were certain unique elements that facilitated negotiation in its broad form:

- The decision-making capacity of having a single private landowner,

- That single owner's land holdings extending over the entire width of West Vancouver ,
- the willingness and ability of BPP and the District to combine development goals, public goals, and extensive public lands, and
- the ability to include various land transactions, public facility creation, public land amenities and hard and soft servicing requirements within a single financial package.

The proposal involves lands 5000 metres (3 miles) apart, and the opportunity for similar future negotiations in areas described as Inter Creek and Cypress West. It combines a wide variety of housing forms, a community centering core of commercial services, a physical form of development designed specifically to blend with topography and sensitive terrain and connected by walkways and mountain related hiking and biking trails. There is a concerted effort to deal with traffic by way of connections, and a requirement to provide both a population level to economically justify transit connections and private transit until that level of population exists.

Cypress Village is planned to accommodate 3711 dwellings of varied size, but all substantially smaller than typical recent single family homes elsewhere in West Vancouver. The report describes how those units would be distributed in the Village. The total 4,803,347 sq. ft. of residential use yields an overall average dwelling size (including single family to apartments) of 1,294 sq. ft. That compares to 4,200 sq. ft. plus basement of exclusively single family homes on typical 12,000 sq. ft lots in recent new single family development in other parts of West Vancouver (e.g. Rodgers Creek) and within the current Upper Lands average 2.5 unit/acre limit in the current Official Community Plan. So the increase in dwelling size choice is substantial.

3. The scope and depth of economic calculations,

This is the most comprehensive economic analysis I have read. Coriolis, the consultants used by the District, are excellent and their background is uniquely helpful. They were the consultants used by the Province in expropriation negotiations for the Sea-to-Sky highway over Eagleridge and are particularly aware of its terrain and development potential.

The analysis indicates how the value of current BPP lands before the density transfers would be equal to the value after, when all transfers, land trades, Development Cost Charge disbursements and various costs are taken into account. The calculations are complex but all inclusive, and are detailed in the proposal reports. In broad terms, the increase in number of dwelling units over current zoning (as also provided in the Roger's Creek development to the immediate east) is a deliberate tool, enabling a broader range of less costly dwelling sizes to more broadly meet community needs. The Coriolis analysis indicates that the increased unit count does not increase the value of the development lands (i.e. the value of the lands retained by BPP in Cypress Village after the rezoning and after the transfer of Eagleridge to the District is equal to or less than the current value of BPP's Eagleridge and Cypress Village lands). The values of current BPP lands were derived from current zoning. The value of the retained BPP lands in Cypress Village is calculated on the value of the proposed plan.

In summary, the negotiations and valuations are sophisticated and inclusive. They have been based upon consideration of current zoning, present and future discounted values over a long time frame, and development value in relation to terrain and dwelling type and size. Also included is the use, transfer and acquisition of municipal lands, the rearrangement of certain public greenbelt lands, the cost of public buildings, recreation facilities, transit and future community financial impacts.

I am comfortable with the economic analyses respecting the transfer of lands.

4. The form of development in relation to the topography and community character

The proposal focuses on creating an overall community centre and an inclusive housing mix that works within the strengths and character of the site.

The design difficulty of sites with multidirectional slopes, rock ground conditions and creeks is seldom appreciated. West Vancouver is created on one of the most difficult and environmentally rich terrains of any urban community in BC. The objective of retaining Eagleridge in its natural state is an obvious environmental and recreational benefit. If the proposal is approved, the ownership of the private 262 acres of land would be transferred to the District for future preservation and recreational access. I would recommend, given the adjacent wilderness areas to the north, that objectives include helping the community's more mobility challenged to access the area if feasible.

In terms of the proposed Cypress Village, previous studies have all considered the proposed road access from Cypress Bowl Road to Cypress Estates, the access to a Westmount interchange, and the location of the Village centre close to the Cypress Road to be desirable. The incorporation of school facilities and play fields in the "McGavin" leveled view area is an excellent public asset, better than a field alone, and retaining the area as a central public viewpoint.

The layout of the Village centre with commercial at ground level and residential above and around is the best assurance of a successful commercial hub and will enhance identity.

I am aware of some questions on whether the proposed highrise buildings would be too high. Sloped terrain and the presence of sensitive lands create a unique situation in terms of building impact compared to relatively flat and more urban terrain. In my experience, in a sloped community of mixed size dwellings, the selective use of highrise buildings has dramatically reduced the visual impact of density and increased the open space and access to light. Use of lowrise or mid-height buildings exclusively, with the same or even lower densities, increases the footprint and pedestrian level visibility of buildings and their impact on nearby views, and reduces the potential landscaping.

In the proposed layout, the inclusion of highrise buildings in the Village portion and at separated locations along the central connecting road is a sound idea. The report's visual impact drawings confirm

that conclusion. They also indicate that the selective highrises are not typically visible from the more distant community. The proposed maximum height is modest compared to high buildings elsewhere in Metro Vancouver.

5. Affordability and the comprehensive nature of the proposal.

The comprehensive nature of the project relies on a very high degree of cooperation and coordination between the District and British Pacific Properties. In my opinion, the mutual actions and benefits increases the likelihood of a successful development.

I note efforts at housing affordability and commend the report's proposal for further study of ways to provide lower cost housing (including the option to consider an increase in the number of units to subsidise such options).

Closing Comment

Based upon my review, and my experience in community planning and development in West Vancouver, it is my view that the proposed plan for the Cypress Village and Eagleridge lands is consistent with the history of policy development over the past 4 decades, and will result in significant benefit to our community.

Thank you for the opportunity to comment. I hope that my remarks are helpful to you and Council in your further deliberations.

A handwritten signature in blue ink, appearing to read 'Steve Nicholls', is positioned above the printed name.

Steve Nicholls

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Financial Impacts of Cypress Village Development on the District of
West Vancouver

April 2024

Prepared for:
District of West Vancouver



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1.0 Introduction

1.1 Background and Purpose

The proposed plan for the Cypress Village and Eagleridge lands has two main components:

- The District of West Vancouver (DWV or District) will take ownership of lands currently owned by British Pacific Properties (BPP) in Eagleridge. These lands will be permanently protected as natural open space for conservation and recreation.
- BPP will develop a new compact, sustainable, urban community in Cypress Village, incorporating the development potential transferred from the Eagleridge lands.

The proposed terms of the arrangement that has been negotiated between DWV and BPP involve significant financial commitments by both parties, including:

- For the development of Cypress Village, BPP is responsible for paying for off-site and on-site infrastructure costs, most of the community amenities that are to be provided, and the Independent Transit Service.
- DWV will allocate some existing Development Cost Charge and Community Amenity Contribution capital reserve funds (which have been collected from development projects for these purposes) to the development of Cypress Village and acquisition of lands in Eagleridge. DWV will also transfer ownership of some land parcels in Cypress Village to BPP and be responsible for the ongoing operation of municipal infrastructure and provision of community services in Cypress Village.

The purpose of this analysis is to evaluate whether the development of the Cypress Village community is likely to result in any significant financial costs or significant financial benefits for the District or for taxpayers in West Vancouver.

1.2 Review by Stakeholders

The analysis, conclusions, and opinions in this report are the consultant's.

District staff reviewed drafts of this analysis and provided useful comments, which have been addressed in the final version of the report. This does not necessarily mean that staff concur entirely with the conclusions.

BPP staff and consultants reviewed drafts of this report and provided useful comments, information, and suggestions regarding methodology. However, there may remain some differences of opinion between BPP and Wollenberg Munro Consulting Inc. regarding some of the assumptions about Cypress Village operating costs, which BPP may think have been over-estimated. If there has been any over-estimation of operating costs, it makes the analysis conservative, meaning the future financial impacts on the District will be even more positive than indicated in this report.

1.3 Professional Disclaimer

This document may contain estimates and forecasts of future growth and urban development prospects, estimates of the financial performance of possible future urban development projects, opinions regarding the likelihood of approval of development projects, and recommendations regarding development strategy or municipal policy. All such estimates, forecasts, opinions, and recommendations are based in part on forecasts and assumptions regarding population change, economic growth, policy, market conditions, development costs and other variables. The assumptions, estimates, forecasts, opinions, and recommendations are based on interpreting past trends, gauging current conditions, and making judgments about the future. As with all judgments concerning future trends and events, however, there is uncertainty and risk that conditions change or unanticipated circumstances occur such that actual events turn out differently than as anticipated in this document, which is intended to be used as a reasonable indicator of potential outcomes rather than as a precise prediction of future events.

Nothing contained in this report, express or implied, shall confer rights or remedies upon, or create any contractual relationship with, or cause of action in favor of, any third party relying upon this document.

In no event shall Wollenberg Munro Consulting Inc. be liable to the District of West Vancouver, British Pacific Properties, or any third party for any indirect, incidental, special, or consequential damages whatsoever, including lost revenues or profits.

2.0 Approach and Major Assumptions

The financial impact assessment is divided into two main components:

- **Capital** costs and benefits that will accrue to the District as a result of the development of Cypress Village.
- **Ongoing** annual revenues (such as property tax) and costs (such as services, maintenance, and repairs) that will be to the account of the District as a result of the development of Cypress Village.

The financial analysis is based on the following fundamental assumptions about the future growth of West Vancouver with and without the development of Cypress Village.

The analysis assumes that the new community of Cypress Village, by significantly increasing the District's capacity to accommodate new residential development in a new kind of urban community, will generate new costs and revenues for the District that would not otherwise occur if Cypress Village were not developed as proposed. This means the analysis assumes that other communities in the District (e.g. Ambleside, Taylor Way, Rodgers Creek, Horseshoe Bay, Dundarave) will continue to develop generally in the same way as they otherwise would in the absence of Cypress Village. As a result, the analysis assumes that municipal costs, benefits, and revenues associated with Cypress Village are "new" rather than redistributed from other areas. This assumption means that the analysis excludes consideration of a possible benefit to West Vancouver; if Cypress Village captures a significant share of new housing development that would otherwise occur in other West Vancouver neighbourhoods, then the District may be able to reduce or defer the capital costs that would otherwise be required to serve growth in these other areas.

The analysis does not include a forecast of financial implications of the development of BPP's Cypress Village and Eagleridge lands under the existing single-family zoning on these properties. This is because the purpose of the financial impact analysis is to estimate whether the proposed concept for Cypress Village will generate significant costs or financial benefits for the community, not to see whether the single-family development option would generate more or less net municipal revenue. The permanent protection of the BPP Eagleridge lands in their natural state and the development of a sustainable compact community in Cypress Village are major policy directions in the DWV Official Community Plan. The intent of this financial impact analysis is to evaluate whether the proposed plan creates any significant new capital cost burdens or ongoing operating costs that would not be covered by municipal revenues from Cypress Village. If there are no significant new net costs to the District, then that would be sufficient evidence (from a financial perspective) to support proceeding with the goals for Eagleridge and Cypress Village.

The analysis only includes municipal financial variables. This report does not quantify the possible environmental and social benefits of the proposed project, which are significant. Protecting extensive natural lands (for ecological value, carbon capture, recreation and enjoyment value), creating housing diversity (to improve affordability, accommodate a wider spectrum of household types, provide housing for essential workers), and creating outstanding recreation resources (trails and parks) have benefits not measured in estimates of capital and operating dollars. This does not mean these are unimportant benefits; clearly, they are part of the consideration of whether to proceed with the proposed plan. This evaluation, though, only evaluates the potential fiscal implications for the District and the community.

This analysis does not include financial impacts on regional agencies (Metro Vancouver or TransLink) or on the Province of BC (e.g. school tax revenues). It only considers municipal financial impacts.

3.0 Capital Costs and Benefits

The capital cost impact analysis is based on business terms that have been negotiated between the District and BPP regarding the development of Cypress Village and the transfer to the District of BPP's Eagleridge lands.

A fundamental principle underlying the negotiated terms is that BPP should be made whole in terms of the value of its land. Simply put, the value of BPP's vacant land in Cypress Village *after rezoning* must be approximately equal to the value of BPP's vacant lands in Eagleridge and Cypress Village *under the existing zoning*, which allows single family lot subdivision.

The terms that have been negotiated include some capital items (including costs, allocation of cash reserves, and District-owned lands) that must be examined for possible financial impact on the District.

The evaluation of capital cost impacts and benefits considers the following elements:

1. Capital expenditures in Cypress Village that are identified in the proposed development concept and are addressed in the agreements between the District and BPP.
2. Possible future capital expenditures to meet the needs of Cypress Village residents.
3. Allocation of the District's Development Cost Charge (DCC) Reserve funds.
4. Allocation of the District's Community Amenity Contribution (CAC) Reserve funds.
5. Transfer of some existing District-owned lands to BPP.
6. Possible discretionary District capital expenditures associated with Cypress Village.
7. Future DCC revenues from Cypress Village and other developments.
8. Water and sewer utilities.
9. Off-site infrastructure projects that are being cost-shared between the District and BPP.
10. Relocation of the District's Materials Transfer Facility.
11. Other positive outcomes for the District.

3.1 Overview of Capital Expenditures Identified in the Plan for Cypress Village

As a condition of the rezoning of the Cypress Village lands, BPP will be required to pay the following capital costs:

- All off-site water, sewer, and drainage costs needed to serve the new Cypress Village community, except for some infrastructure components that are eligible allocations of the District's DCC Reserves and CAC Reserves.
- All on-site roads, services, and utilities (hydro, gas, telecom) costs.
- A contribution toward the cost of a new fire station that will serve Cypress Village and Rodgers Creek as well as improve response times for other nearby neighbourhoods.

- A contribution to the cost of an all-weather sports field at McGavin Field.
- All costs to create the agreed-on number of childcare spaces.
- All costs to create and operate the Independent Transit Service, which is a bus service connecting Cypress Village to Park Royal.
- A cash contribution equal to the estimated cost of constructing a new community centre of approximately 24,000 sq.ft. in area (similar to the existing Gleneagles community centre) that will serve the residents of Cypress Village, Rodgers Creek, and other nearby neighbourhoods.
- The cost of constructing the planned network of pedestrian, cycling, and multi-use pathways in Cypress Village.
- A cash contribution toward the construction of mountain biking trails.
- The cost of creating neighbourhood parks and plazas within Cypress Village, except for some costs that are eligible allocations of the District's DCC Reserves.

The District will make capital contributions that are required by, or associated with, the development of Cypress Village:

- Some of the capital costs for infrastructure in Cypress Village are eligible allocations of existing DCC Reserves that have been collected for this type of purpose. The proposed business terms for Cypress Village include allocating some existing DCC Reserves to eligible projects. See Section 3.3.
- The new fire station will serve areas beyond Cypress Village and Rodgers Creek. It is proposed that the fire station be funded by a combination of existing CAC funds that were generated by rezonings in Rodgers Creek for the purpose of civic facilities to serve this area plus a contribution from BPP. See Section 3.4 and Section 3.7.
- If the District decides to build a larger community centre than is currently planned (i.e. larger than approximately 24,000 square feet), the District will have to pay the additional capital cost. The current plan and funding are based on a community centre that is similar to the Gleneagles community centre and appropriate for the estimated population. If the District wants a larger facility, it will pay the additional capital cost. See Section 3.7.
- If the cost of the concept the District approves for constructing McGavin Field improvements exceeds the contributions from BPP, the District will have to pay the additional cost. See Section 3.7.
- Some of the off-site water and drainage works that BPP must construct to serve Cypress Village create an opportunity for the District to simultaneously replace, upgrade, or expand works that serve other neighbourhoods in West Vancouver. These works require capital expenditures by the District that are not caused by Cypress Village but must be timed to match the requirements of Cypress Village and must be included in the District's Capital Plan. See Section 3.9.
- The District operates a Materials Transfer Facility in the Cypress Village area on land that will be required by BPP for the construction of the Westmount Connector Road and for the creation of the business park that is part of the Cypress Village plan. This Materials Transfer Facility is used for the storage and handling of excavation material that is subsequently used for fill. This operation is proposed to be relocated to the District Operations Centre (works yard) site, which needs to be reconfigured to accommodate the new fire station, the Materials Transfer Facility, and a new road access from Cypress

Bowl Road. The District will pay the capital cost to create the new facility and reconfigure the District Operations Centre site. See Section 3.10. There will also be additional operating costs, which are addressed in Section 4.2.4.

The new facilities will of course benefit the future residents of Cypress Village, but there are benefits for other neighbourhoods as well:

- The new fire station benefits residents of Rodgers Creek and other nearby neighbourhoods above and below Highway 1.
- The new community centre benefits residents of Rodgers Creek and other nearby neighbourhoods.

3.2 Possible Future Capital Expenditures to Meet the Needs of Cypress Village Residents

While the District does not have to raise any new capital revenue to provide new infrastructure or amenities to serve the development in Cypress Village, over the long term the residents of Cypress Village may add to the need for municipal capital expenditures in two ways:

- There may be future municipal-wide civic facilities such as arts/culture facilities, some kinds of recreation facilities (e.g. aquatics or ice rink), and some administrative facilities (e.g. municipal hall space) that are not provided within the Cypress Village community by BPP. These needs are not triggered solely by Cypress Village but could result from overall municipal growth (of which Cypress Village is a part) or they could result from a community-wide desire to have additional facilities that do not currently exist. These future decisions will be based on community priorities, the District's overall capital budgeting situation, and overall growth in the municipality. Cypress Village residents, along with all other residents, will contribute through property taxes (including the District's annual asset levy) based on these future decisions. There is a possible capital funding benefit to the District if there are future capital expenditures that can be spread over a larger population and tax base than would otherwise exist. Examples include arts and culture facilities, for which the need is not directly proportional to population size.
- In the short term, Cypress Village provides the District with some capital cost savings due to agreed-on terms to cost share some works that benefit Cypress Village and other parts of the municipality. Coordinating construction timing with BPP results in lower cost than if the District proceeded alone. However, in the long term, the amenities and infrastructure in Cypress Village that become owned by the District will require capital investment for repair or updates and eventually will require replacement. The same situation exists in the rest of the community, as existing civic facilities require ongoing investment. Currently, the cost of such ongoing investment is covered by the asset levy portion of property tax or by water and sewer rates that are paid by all properties in West Vancouver. Cypress Village, with its community centre, fire station, childcare, and roads/services will have a similar level of capital infrastructure as the rest of the community. Cypress Village residents will contribute to these kinds of capital expenses in the same way that other residents do via utility rates and the asset levy.

3.3 Allocations of Existing DCC Capital Reserves Due to Cypress Village and Eagleridge Plans

The proposed terms that have been negotiated with BPP include the allocation of some existing DCC Reserves to purposes associated with Cypress Village or with Eagleridge.

The District has accumulated cash in its DCC Reserve accounts. These funds have been collected from new development throughout the District (including from BPP's previous developments in the Upper Lands) and are intended to be used for capital projects that serve population growth. Most of the existing accumulated DCC Reserves have not (prior to the proposed allocations for Cypress Village and Eagleridge) been allocated to specific projects.

Exhibit 1 shows the DCC Reserves as at December 31, 2023 by category after deducting expenditures unrelated to Cypress Village that are committed by bylaws, and also shows the amounts (and associated purposes) that are proposed to be allocated to projects related to Cypress Village and Eagleridge.

The total available balance of \$32,067,000 shown in Exhibit 1 is based on the total Reserve balance as of December 31, 2023 (\$33,115,000) less DCC expenditures committed by bylaw but not yet spent (\$1,048,000).

Exhibit 1: District of West Vancouver DCC Reserves Proposed for Allocation to Projects Related to Cypress Village (as of December 31, 2023)

District of West Vancouver DCC Reserve Category	Balance on Hand After Paying for Project Funding Committed by Bylaws	Proposed to be Allocated to Cypress Village	Remaining DCC Reserve Balance
Major Park Land Acquisition	\$8,407,000	\$7,500,000 (applied to acquisition of BPP Eagleridge lands)	\$907,000
Local Park Land Acquisition	\$8,018,000	\$3,000,000 (applied to local parks in Cypress Village)	\$5,018,000
Ambleside Park Improvements	\$1,486,000	\$0	\$1,486,000
Highways- Underground Wiring	\$1,456,000	\$500,000 (towards underground communications conduit in Cypress Village)	\$956,000
Highways-Community Roads	\$2,608,000	\$0	\$2,608,000
Highways-Neighbourhood (Area 3 Cypress Creek Crossing)	\$1,887,000	\$0	\$1,887,000
Highways-Neighbourhood (Area 4 Cypress Creek and McDonald Creek Crossings)	\$3,124,000	\$0	\$3,124,000
Drainage	\$3,169,000	\$1,900,000 (towards Godman and Turner Creek Diversions)	\$1,269,000
Water (Areas 4 and 5)	\$1,912,000	\$1,725,000 (applied to Queens Main waterworks)	\$187,000
Totals	\$32,067,000	\$14,625,000	\$17,442,000

As indicated, a substantial share of some categories of existing DCC Reserves will be used. The impact of these allocations can be summarized as follows:

- The funds allocated to road, drainage, and water works are being used for the general purposes for which the DCC revenues were obtained in the first place. So, there is no impact on the District's ability to do planned works.
- The funds allocated to major park land acquisition are being used to help achieve municipal ownership of the BPP Eagleridge lands, which will become a major park for the benefit of the entire West Vancouver community. This is the reason (in general) that the Major Parks DCC is charged on new development. The acquisition of the BPP Eagleridge lands is a priority for the District and is consistent with the Parks Master Plan vision and values. No new cash is required so the impact is a loss of flexibility for using the money for other future land acquisitions. No other specific major land acquisitions are planned at this time other than the long-term goal of acquiring additional Ambleside waterfront park land which is proposed by the District to be funded using sources other than DCC Reserves. The benefit of this allocation is the acquisition of Eagleridge, an area of outstanding natural beauty, environmental value, and recreational value.
- The funds allocated to local parks and plazas within Cypress Village are being used for local parks, which is why the funds were collected in the first place. The allocation to Cypress Village leaves about \$5 million

for other local park projects, although there is not at present a specific list of proposed park land acquisitions or improvement projects. The funds are being used for their intended (general) purpose and no new cash is required, so the impact is a loss of flexibility for other future projects.

Because DCCs will continue to be collected from other developments in West Vancouver, over time the DCC Reserves can be replenished and be made available for other park and infrastructure projects.

The District has been using interest earned on the Park DCC Reserves to pay for various small capital projects. The District estimates that the annual interest income earned on the Park DCC Reserves was approximately \$386,000 in 2022 and \$868,000 in 2023. After the proposed allocation of Local and Major Parks DCC Reserve funds, the remaining total balance will be about 34% of the current total. It is possible that the loss of interest income will be partially offset by higher interest rates, at least in the short term, but any reduction in total interest income will have to be made up from other sources if the District wants to continue the same level of expenditure.

The DWV's Department of Engineering and Department of Parks, Culture, and Community Services support the proposed allocation of DCC Reserves.

There are DCC Reserves (shown in Exhibit 1) that have been accumulated for the purpose of constructing crossings of Cypress Creek and McDonald Creek. The McDonald Creek crossing is built, but a new crossing of Cypress Creek will be required in the future. It has been confirmed by engineering and planning analysis that the need for the new Cypress Creek crossing will not be triggered by the development of Cypress Village, so this DCC Reserve balance is not being expended at this time.

In the long term, the replacement of the existing Cypress Creek crossing will be triggered either by physical deterioration of the existing structure or by the development of the Cypress West neighbourhood. The funding for the replacement may come from DCC Reserves, other DWV funds, a negotiated contribution from BPP as part of a future Cypress West planning process, or a combination of these. In the meantime, the existing Cypress Creek crossing will remain in use as part of an emergency access route for Cypress Village and as part of the network of hiking and biking trails in the area. BPP has agreed to pay for improvements to the bridge deck and for new guardrails, to improve the bridge for emergency access, cyclists, and hikers.

3.4 Allocation of District CAC Funds

BPP has paid Community Amenity Contributions (CACs) to DWV as part of the terms of past rezonings that have been approved in Rodgers Creek.

These funds are intended for the purpose of paying for community amenities that would mainly serve residents of Rodgers Creek and Cypress Village (which has previously been identified as the location where most community facilities serving the Upper Lands would be located).

It is proposed that the new fire station in Cypress Village will be funded as follows:

- \$13 million in the existing CAC Reserve account will be allocated toward the cost of the new fire station. These funds were obtained by the District as part of negotiations for previous rezonings in Rodgers Creek (by BPP), with the intention that they would be used to provide amenities that benefit Rodgers Creek and nearby areas including Cypress Village.
- BPP will make an additional cash contribution of \$0.476 million upon completion of the fire station.

Because the above-noted CAC contribution of \$13 million was intended to fund amenities in and near Rodgers Creek, there is no direct negative financial impact on the District or taxpayers that results from allocating the funds to the proposed fire station. However, allocating these funds as proposed removes the flexibility to apply the funds to other (hypothetical) projects, as Council has the authority to apply the funds as it sees fit. There is also a gain of \$0.476 million negotiated as part of the business terms.

In addition, a significant benefit of this allocation is that existing communities in and around Rodgers Creek will have much improved fire and medical emergency response times. This enhanced coverage will be provided to a portion of the District that has been identified as under-served according to a Fire Underwriters Survey, so it is possible that properties in the area will benefit from reduced fire insurance premiums.

In addition, the District's CAC Reserves include \$1 million dollars from a McGavin Field Gift previously provided by BPP, which will be applied to the cost of a new sports field on the McGavin Field site. These funds are restricted to this use, so there is no negative impact on the District or taxpayers from the use of these funds for the intended purpose.

3.5 Lands Transferred to BPP

The District owns some land inside the Cypress Village planning boundary. As part of the terms of acquiring BPP's Eagleridge lands, some of the District-owned lands will be transferred to the ownership of BPP. There are also some lands owned by BC Hydro and by MOTI that the District is required to use reasonable efforts to acquire and transfer to BPP.

These parcels are shown in the drawings in Exhibit 2 and Exhibit 3.

Exhibit 2 shows the District-owned parcels to be transferred to BPP, which are in three groups:

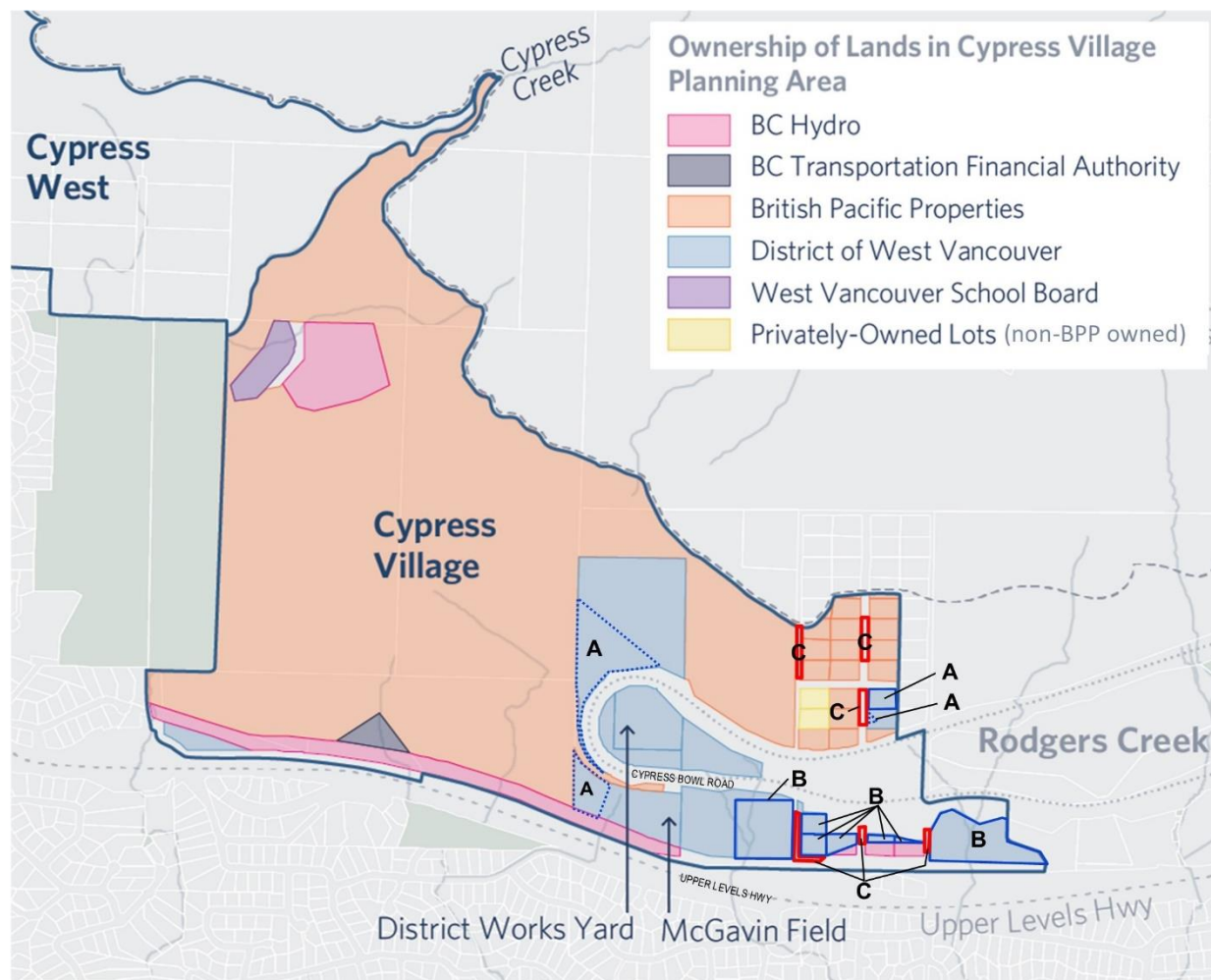
- Parcels of land inside Cypress Village (shown as "A" on the drawing). These parcels are not easy to develop on their own due to size, terrain, and access constraints. Two of the parcels (the westernmost, near the proposed village core) have restrictive covenants that limit their ability to be developed without the consent of BPP. When assembled with the surrounding or adjacent BPP lands, these District parcels will help to accommodate the residential development proposed for Cypress Village. The lands are not likely to be readily marketable on their own, as it is unlikely that a third party would acquire them or be able to develop them without cooperating with BPP.
- Some parcels (shown as "B" on the drawing) that are required to enable construction of the Westmount Connector and that enable the development of the proposed business park that is part of the Cypress Village Plan. Significant capital investment (by BPP) is needed to add value to this land because of the steep slope and the need to construct the Westmount Connector for access, which limits the amount a third party would pay for these lands. These parcels have restrictive covenants that limit their ability to be developed without the consent of BPP.
- Some unused and unnecessary road allowance lands (outlined in red and labelled "C" on the drawing). Some of this road allowance becomes incorporated into the Westmount Connector alignment. The remainder will contribute to the creation of the business park that is proposed to be part of Cypress Village, the expansion of residential development parcels, and land requirements for new roads. The District's road allowance land is not marketable on its own, as no third party would acquire it or be able to develop it. Transferring DWV's road allowance land to BPP helps with the business case for the Eagleridge lands transfer (by adding value for BPP) but has no material financial impact on the District.

The total land area of these parcels is about 21.5 acres, of which the road allowances make up 2.0 acres and the A and B parcels make up 19.5 acres. Estimates of value for these lands have been provided by an independent appraiser, on the assumption that they could be sold and developed. The total combined value of the parcels has been estimated to be in the range of about \$8 million to \$9 million. However, it is important to understand that this estimate of value assumes that the lands can be sold to a third party who could develop them. Because of the location, shape, and context of these parcels, BPP is the most likely party that would have interest in acquiring and developing them. In the absence of the Cypress Village plan, and the consolidation of the District parcels with BPP's lands, it is unlikely that the District would actually achieve the appraiser's estimated value of \$8 million to \$9 million from the sale of these parcels.

DWV will be responsible for any costs of remediation associated with these lands, if needed. DWV obtained a Phase 1 Environmental Site Assessment (ESA) for these lands in 2023, at a cost of \$14,500. The ESA identified one *Area of Potential Concern* on the parcel currently used for the DWV Materials Transfer Facility. DWV is responsible for completing a Phase 2 ESA (estimated cost \$60,000) and for remediation (preliminary estimated cost of \$180,000 to \$285,000, to be refined after completion of the Phase 2 ESA).

Exhibit 3 shows some small parcels of land owned by MoTI or BC Hydro. These parcels need to be incorporated into the development for the construction of the Westmount Connector and the adjacent business park that is part of the Cypress Village development concept. DWV has agreed to try to obtain these parcels (or use of them) and then transfer them to BPP. BPP is responsible for paying the acquisition cost for the MoTI lands and it is expected that there will not be a significant cost for acquiring a right-of-way over the BC Hydro parcel.

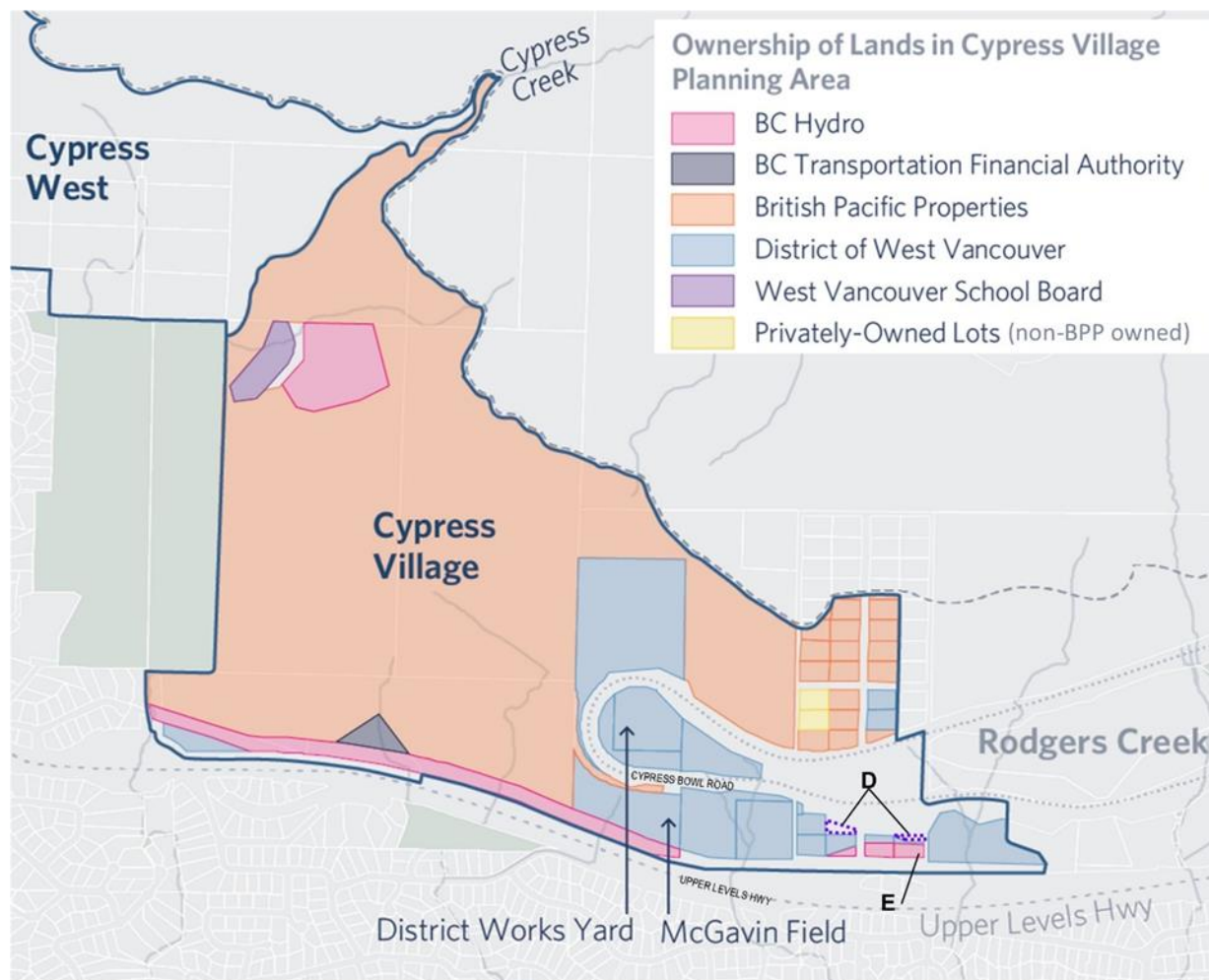
Exhibit 2: DWV Lands to be Transferred to BPP



Legend:

- A** District parcels to be transferred to BPP to help accommodate residential/mixed use development
- A** District parcels to be subdivided & transferred to BPP to help accommodate residential/mixed use development
- B** District parcels to be transferred to BPP for Westmount Connector and business park
- C** District roads to be closed & transferred to BPP for Westmount Connector, business park, expansion of residential development parcels, or new roads

Exhibit 3: MoTI and BC Hydro Lands Needed for Westmount Connector



Legend:

- D MoTI Lands desired for Westmount Connector
- E BC Hydro parcel over which a right-of-way is desired for Westmount Connector

3.6 Future DCC Revenues from Cypress Village and Other Developments

The current system of collecting DCCs from BPP for its development in the Upper Lands is complicated. This current framework can be summarized as follows:

- BPP is required to pay DCCs in accordance with the rates in the DCC Bylaw that apply to Rodgers Creek and Cypress Village.
- If BPP completes (at its cost) works that are needed for Cypress Village or Rodgers Creek but also meet the needs of other areas, then DWV does not have to directly pay the cost.
- In that case, BPP receives a “credit” for the works it completes. As a result, the “net” DCC that would be payable by BPP is only a portion of the DCC rate contained in the DCC Bylaw.

This approach is not ideal because the system of calculating credits is made complicated by the need to keep track of which BPP works are “reimbursable” (i.e. the works would otherwise have to be paid for by DWV) and which are not, and by the fact that the DCC Bylaw is out of date regarding planned municipal capital projects.

As part of the approvals package for Cypress Village, a revised, much clearer DCC framework is proposed:

- In Cypress Village, the DCC rate structure will be revised such that DCCs will be collected for two of the eight current DCC categories (i.e. the Ambleside Waterfront Park improvements and community roads), at the rates in the current DCC Bylaw.¹ There will be no offsets or credits applied to these DCCs. There is no significant financial impact on the District, because the new DCC rate payable is approximately equal to the “net” DCC rate that would be collected after any credits for works completed by BPP under the current system.
- In Rodgers Creek Areas 5 and 6, the DCC framework will be revised in these ways:
 - First, the Major Parks land acquisition DCC will be set to zero for Rodgers Creek Areas 5 and 6. This is because the Major Parks land objective (i.e. the reason for collecting the Major Parks DCC) for Cypress Village and Rodgers Creek Areas 5 and 6 is satisfied by the municipality’s acquisition of Eagleridge. There is no further rationale for this DCC category in these areas. The financial impact on DWV is that it will not collect about \$2.5 million in future DCCs in Rodgers Creek (about 705² remaining approved units x \$3,475 per unit), which is a benefit to BPP as part of the overall package of terms for DWV to acquire the Eagleridge lands.
 - Second, the DCC rates for the water, drainage, underground wiring, and local public open space categories are being set to zero for Rodgers Creek Areas 5 and 6 because BPP supplied or is responsible for supplying the infrastructure and local parks directly as a condition of the Rodgers Creek Phased Development Agreement. This change is not directly related to Cypress Village and Eagleridge, but is an administrative update being completed at the same time as the DCC bylaw amendments for Cypress Village.
 - Third, any improvement to Cypress Bowl Road that BPP is obliged to make (e.g. signalization of intersections) is proposed to be considered a DCC project so BPP would be eligible for credits against its future Rodgers Creek DCC payments for road works. This is likely to be a small cost and has no material impact on the District.

3.7 Possible Future Discretionary Capital Expenditures

The terms agreed to with BPP give the District the responsibility (and an opportunity) for deciding on the functions and design of the community centre, the fire station, and the McGavin Field recreation facility. There is an agreed-on budget for these facilities, based on the required size, but each of these projects could involve

¹ The rates for the other six DCC categories in the current DCC Bylaw (i.e. water, drainage, neighbourhood highway facilities, underground wiring, major park land acquisition, and local park land acquisition) will be amended to be zero for Cypress Village because BPP is paying directly for off-site works needed to serve Cypress Village.

² This figure includes 354 remaining approved units in Area 5 and 357 remaining approved units in Area 6 as of March 2024, less a credit for 6 lots for which DCCs were paid at the time of creating the parent parcels. It excludes units that have already paid DCCs and excludes DWV’s secured rental housing site in Area 6.

discretionary additional capital expenditures by the District if the District decides to increase the size or add functions.

Community Centre

For the community centre, BPP is required to make a cash contribution that is on par with the cost of constructing a facility that is similar in size and function to the existing Gleneagles Community Centre, which is sufficient to meet the needs of the Cypress Village and Rodgers Creek population for meeting space, multipurpose rooms, fitness/wellness programs, and similar functions. The District is in control of the design³, so it has the option of adding other functions that could increase the size and cost of the facility. The District would pay any amounts above the agreed-on capital contribution by BPP. There are currently no plans for expanding the scope/cost of the community centre beyond the current estimate.

BPP's financial contribution to the community centre is capped at an amount that is equal to the estimated capital cost of a facility similar in size and function to the Gleneagles facility (estimated at \$23.1 million in 2021\$), plus an inflationary adjustment based on the Stats Can construction cost index to the date of the District awarding a construction contract for the building.

The District will also be responsible for future capital maintenance costs for this facility, just as it is with all municipal buildings. These costs should be included in future calculations for the District's asset levy. Operating costs for this new community centre are addressed in Section 4.0.

Fire Station

A total of \$13 million is proposed to be allocated from CAC Reserve funds to the fire station. In addition, BPP will provide a cash contribution of \$0.476 million towards the fire station upon completion.

The fire station has not yet been designed. Before the size and scope of the project can be defined, there is a need to finalize the service area, decide on the amount and type of equipment and number of personnel to be stationed there, and decide whether other functions should be incorporated such as a possible Emergency Medical Services station (i.e. ambulance station) to serve the surrounding area. Preliminary work has been completed to estimate the size and functions of a standalone fire station and a combined fire station/ambulance station, but more work is needed.

At present, the District is proposing that the fire station will serve an area that includes Cypress Village, existing neighbourhoods north of the Upper Levels Highway (e.g. Stonecliff, Deer Ridge, Rodgers Creek), and some areas south of the Upper Levels Highway (e.g. Westmount, Altamont, Bayridge). Based on preliminary work, the ultimate service area population⁴ will be approximately 53% in Cypress Village, 19% in Rodgers Creek, and 28% in other areas.⁵

³ The District is in control of the design and construction of the Cypress Village community centre if the District achieves the milestones for the project that are set out in the Phased Development Agreement. If the District does not meet the milestones, BPP has the option to design and construct the community centre.

⁴ The service area for a fire station can be described in terms of geographic area, total amount of development, or population. Because fire station call-outs are much more frequent for medical calls than for fire calls, the service area is described in terms of population here.

⁵ Estimated total service area population for the fire station is 13,000. Estimated Cypress Village population at build-out is approximately 6,900 (53%); Estimated Rodgers Creek population at build-out is 2,400 (19%); Population in rest of service area is 3,700 (28%).

The fire station is proposed to be located on the District Operations Centre (works yard) site. The total capital cost will include:

- The cost of the building (including servicing and site preparation).
- The cost of acquiring any new emergency vehicles and other large equipment that will be stationed there (the list has not been finalized).
- The cost of reconfiguring or relocating the current fire fighter training ground at the District Operations Centre (works yard) site. The District anticipates that the training ground can remain at the District Operations Centre site but will need to be reconfigured because of the construction of the fire station.
- The cost of reconfiguring some of the existing functions on the District Operations Centre site, which is necessary for three reasons. First, some shifting is needed to accommodate the fire station. Second, some shifting is needed to accommodate the new Materials Transfer Facility. Third, some shifting may be necessary to accommodate the construction of some necessary improvements to Cypress Bowl Road and the construction of two new intersections that will provide access into Cypress Village.

There are also advantages to this work, including:

- Improving firefighting and emergency medical response time in surrounding areas.
- Avoiding the need to use another District property (currently owned or to be acquired) to accommodate the new fire station, which is needed even if Cypress Village is not developed as proposed.
- Increased efficiency of operations for the District Operations Centre (works yard).

Assuming there is a need for a new fire station in this area even without the development of Cypress Village as proposed, and assuming the allocation of \$13 million from CACs plus the future contribution of \$0.476 million from BPP is sufficient for the Cypress Village portion of the service area, then Cypress Village does not have a direct capital cost impact on the District for fire station construction. The District will have to raise the funds for any extra costs to serve a larger area or for extra costs to increase the size and/or functions of the facility.

The proposed timing for the fire station is to be in operation within 5 years of the date of DWV and BPP entering into the Phased Development Agreement. Assuming adoption of the Cypress Village bylaws and execution of legal agreements in the second half of 2024, this would mean completing the fire station by late 2029.

The District will be responsible for the construction of the fire station, so there is risk that the total cost exceeds the above allowances. The risk can be mitigated by:

- Avoiding “scope creep”, meaning ensuring that the fire station is sized to meet the necessary requirements and does not include other functions.
- Constructing the fire station as soon as possible in order to minimize construction cost inflation.
- Managing the budget and construction carefully.

McGavin Field Sports Facility

The District owns the land called McGavin Field, which the Area Development Plan designates as the site for the community centre, elementary school, and sports fields. The intent is that the sports facility will be an all-

weather field suitable for community sports including soccer and baseball/softball and for outdoor events, but the District has discretion on the design/nature of improvements.

BPP currently has a license of occupation for a portion of these lands that runs until 2031, for use of the site as a discovery centre and presentation centre to build awareness of the new Cypress Village community and to accommodate a real estate sales centre. As part of this license, BPP is obliged to construct some works on the site that BPP will leave in place, including washrooms, bicycle wash/repair station, and parking which have already been completed.

BPP has also previously contributed \$1 million, which the District currently holds, for improvements to McGavin Field. The Phased Development Agreement obligates BPP to contribute an additional \$1 million (in 2021\$, to be adjusted for inflation) for field improvements upon the District awarding a construction contract for the facilities (presumably after the 2031 expiry of BPP's license). The District will have the obligation to construct the sports field facilities.

The District has control over the design of the ultimate configuration of the sports fields and can make decisions about the extent to which the facility requires additional site preparation and the extent to which the field is "fitted out" (e.g. fencing, spectator seating, sprinklers, dugouts for baseball teams). There may be a need to supplement the BPP contributions to complete the project, but this depends on the program and design. No costs above the BPP contribution are included in this impact analysis.

3.8 Water and Sewer Utilities

The District operates its water and sewer utilities as stand-alone business units funded through utility rates rather than through property taxes. Property owners in the District pay water and sewer rates that provide revenue to cover the operating costs and capital investment in these utilities.

BPP is paying for all capital costs to extend water and sewer service into Cypress Village and there are no requirements for significant off-site capital works (to expand the capacity of the water and sewer systems) to meet the demand created by Cypress Village, beyond what BPP is paying.

In future, capital expenses for the entire municipal water and sewer system will be recovered through water and sewer rates that apply to the entire community. Cypress Village residents will contribute via their water and sewer rates, just as all West Vancouver residents do.

Therefore, Cypress Village will not cause water and sewer rates to be higher than they otherwise would be. It is possible that spreading some capital costs (e.g. future increases in water supply or sewage treatment) over a larger total population means that rates per household could be lower than they otherwise would be.

3.9 Shared Off-Site Infrastructure

Some of the off-site works that BPP must construct or pay for to meet the needs of Cypress Village create the opportunity for the District to simultaneously replace or expand works that serve other existing development in parts of West Vancouver and other anticipated growth outside Cypress Village. District staff have determined that there will likely be some cost savings if the upgrading or replacement work to serve these other areas is done at the same time as the work is being done for Cypress Village. The upgrading costs that will be paid by DWV are not caused by or needed by Cypress Village; these costs would have to be incurred at some point anyway. However, the timing of these capital expenditures will now be fixed

because of the cost-sharing arrangement with BPP. District staff advise that the timing of most of these upgrade/replacement works is not significantly affected by the cost-sharing arrangement; however, staff note that the replacement of the Westmount Pump Station and Reservoir is being advanced by approximately 5 years to meet the Cypress Village need for water supply. In a period of high inflation, there is some possible advantage to accelerate capital projects but there is a disadvantage in that the District will have less time to accumulate funds in its capital reserve account for the project.

Exhibit 4 itemizes the District’s share of the upgrade projects and shows the timing. These works may affect future utility rates.

Exhibit 4: DWV Capital Projects - Costs, Timing, Source of Funds

DWV Capital Project	DWV Percentage Share of Cost	Estimated DWV Hard Cost	Estimated DWV Total Cost (2023\$)	Timing
Stormwater Diversion	60%	\$1,728,000 ¹ +\$791,000 ¹	\$2,566,000 ^{4,5} +\$1,174,000 ^{4,5}	phased over 2025 to 2029 2031
Stormwater Intake and Splitter	100%	\$457,000 ¹	\$679,000 ^{4,5}	2027
Realignment of the Cross Country Transmission Watermain	50% excluding earthworks which are to BPP’s account	\$322,000 ¹ + \$1,540,000 ¹ +\$176,000 ¹	\$479,000 ^{4,5} +\$2,287,000 ^{4,5} +\$261,000 ^{4,5}	2027 2030 2033+
Westmount Pump Station	59% excluding earthworks which are to BPP’s account	\$6,497,000 ¹	\$9,648,000 ^{4,5}	2022-2026 (design/site prep); 2027-2029 (construction)
Westmount Reservoir	100% excluding earthworks which are to BPP’s account	\$9,300,000 ³	\$13,810,000 ^{4,5}	2022-2026 (design/site prep); 2027-2029 (construction)
Demolish existing Westmount Pump Station	59%	\$83,000 ²	\$123,000 ^{4,5}	2029
Demolish existing Westmount Reservoir	100%	\$190,000 ²	\$283,000 ^{4,5}	2029
11 th Street Pump Station	78%	\$4,519,000 ¹	\$6,100,000 ⁴	ongoing-2026
Demolish existing 11 th Street Pump Station	78%	\$109,000 ²	\$147,000 ⁴	2026
Total	n/a	\$25,712,000	\$37,557,000	n/a

1. These costs were estimated by professional engineering firms as of July 2023. These are estimated costs only. The actual costs will be determined after the detailed design and construction of each item, but the District’s percentage share is fixed.
2. These costs were estimated by professional engineering firms as of November 2022. These are estimated costs only. The actual costs will be determined at the time of demolition, but the District’s percentage share is fixed.
3. This figure reflects a cost estimate by professional engineering firms as of 2020, escalated to July 2023 based on indicators of cost inflation since then and an extrapolation of recent cost estimates for other reservoirs.
4. This includes an allowance of 35% for soft costs and contingency, in addition to hard costs.
5. For capital projects for which there is a cost-sharing arrangement between the District and BPP, the party constructing the infrastructure will invoice the other party for its share of total costs plus a 10% administration fee. The estimated total DWV cost for this item includes a 10% administration fee, because BPP is responsible for constructing the infrastructure and invoicing DWV for its share of total costs.

The funds for the District’s share of these works will come from a combination of existing capital reserves, new capital reserves accumulated from the utility rates, and borrowing. The District should make a detailed cash flow plan so that it can make appropriate adjustments in utility rates and make timely arrangements for any necessary borrowing.

3.10 Materials Transfer Facility

The District's Materials Transfer Facility (which is currently located on one of the parcels in Cypress Village to be transferred to BPP) will be relocated to the District Operations Centre (works yard) site.

The relocation must be complete within three years of DWV transferring ownership of the DWV-owned lands in Cypress Village to BPP and BPP transferring ownership of the BPP Eagleridge lands to DWV, as per the Land Agreement. District staff estimate that the cost of relocating the facility and reconfiguring the works yard will be approximately \$2.5 million.⁶ The new facility can be constructed gradually, in order to spread the capital cost out, so the assumed capital cost is \$830,000 per year in each of 2025, 2026, and 2027. The District will also be responsible for the Phase 2 Environmental Site Assessment and soil remediation costs for the existing Materials Transfer Facility site.

Additional operating expenses for the new Materials Transfer Facility are addressed in Section 4.2.4.

3.11 Other Significant Positive Outcomes for the District

The development of Cypress Village includes the provision of new amenities and facilities that will support and benefit the Cypress Village community, including childcare space, a new community centre, fire station, neighbourhood parks, and the Independent Transit Service which will be paid for by BPP.

There are also some significant outcomes of the plan for Cypress Village and Eagleridge that result in benefits to the municipality and to the residents of West Vancouver. These are not "cash" items per se, but they do have substantial value:

1. The Eagleridge lands. The District will take title to these valuable lands, for conservation and recreation. The lands are being acquired via what can be considered a trade: BPP receives the development entitlements and agrees to the amenities package for Cypress Village and the District receives Eagleridge and agrees to the other terms (e.g. transfer of District lands, expenditures of DCC and CAC reserve funds) that are part of the negotiated agreements. The value of this land will remain "on paper" though, as the land will not ever be able to be sold for development.
2. The protection of forest land. Much of the Cypress Village planning area will remain forested, because development is being concentrated in parts of the area. All of the Eagleridge land will remain forest. This environmental protection is significant natural capital for the District and broader environment (in the form of carbon sequestration, habitat protection, and recreation value). This is a significant benefit although it does not have a direct cash value and is not included in this fiscal analysis.
3. Better services for Rodgers Creek and other neighbourhoods near Cypress Village. The new fire station, community centre, commercial centre, and Independent Transit Service will benefit areas around Cypress Village without any direct capital cost to the communities.
4. Trail system. The network of hiking, biking, and multiuse paths being funded by BPP will benefit all outdoor recreation users in West Vancouver.

⁶ This is a preliminary cost estimate that includes allowances for site survey, design, engineering, space planning, excavation, site work (to extend the usable site area to the property line), new retaining wall for bulk storage, fencing, drainage, sediment control, lighting, relocation of containers and materials, and new equipment.

5. Creating a vibrant new place in West Vancouver. Cypress Village will become a vibrant new place for West Vancouver residents to enjoy for recreation and entertainment.
6. Housing diversity. Cypress Village includes a wide range of housing types, almost all of which will be in the form of townhouses and apartments. These housing forms are more affordable to more households than subdivision of the Cypress Village lands into single family lots. Cypress Village also includes a significant amount of rental housing, a portion of which will be at below market rents. This housing diversity has social and economic value, as it helps West Vancouver attract and retain a broader range of families (that help maintain school occupancy) and workers in jobs that are important to community sustainability (such as first responders, teachers, health care workers, and retail and service workers).
7. Non-market housing parcels. The District will take ownership of two parcels of land earmarked for the construction of below market rental housing. The District will likely lease these parcels to not-for-profit entities, who will be responsible for funding, constructing, and operating the housing.

3.12 Conclusions Regarding Capital Costs and Benefits

1. Some parcels of District-owned land inside Cypress Village will be transferred to BPP, but these could probably not otherwise be sold to another party and are being used to help achieve the transfer of the BPP Eagleridge lands to the District. There is no material financial impact on the District, in that it is unlikely the District could realize any significant capital inflow from the sale of these lands to any other party. The District is responsible for a Phase 2 ESA and remediation costs (see Exhibit 5).
2. Some existing DCC Reserves and CAC Reserves are being allocated to projects associated with Cypress Village and the acquisition of the Eagleridge lands, but these funds were collected for the proposed purposes and are not currently earmarked for other specific capital projects. Allocating the funds to Cypress Village does mean the funds will not be available for other possible (hypothetical) projects in the future. However, there is no impact on existing taxpayers in West Vancouver. Future DCC and CAC revenues from development outside Cypress Village will over time replenish the District's DCC and CAC Reserve accounts.
3. The District may, at its discretion and cost, elect to increase the size and scope of the community centre and the fire station planned for Cypress Village if the District wants these facilities to serve a larger part of the DWV community or to accommodate more functions. These would not, therefore, be impacts of Cypress Village. These costs would be paid out of available capital reserves or borrowed and then presumably be recovered through property taxes across the entire municipality. Because the District is responsible for constructing the fire station and the community centre, it will be important to have project management resources and systems in place to manage the design and construction of the projects to stay within budget.
4. BPP is contributing \$2 million for the construction of recreation and sport facilities on McGavin Field, in addition to the works that BPP has already constructed for its license of occupation. The total capital cost of improvements to McGavin Field will depend on the design that the District approves. Because any expenses over the BPP contributions are discretionary, no additional capital costs are included in this financial impact analysis.

5. Exhibit 5 summarizes the new capital expenditures that result from the development of Cypress Village that the District is obligated to make based on the agreements with BPP. This list does not include discretionary items and does not include allocations of existing DCC Reserves or CAC Reserves already on hand. As shown, there is a total of about \$2.8 million in new short term capital costs (during 2025 to 2027) caused by Cypress Village that must be paid by the District.

Exhibit 5: Summary of Anticipated DWV Capital Costs Due to Cypress Village

Year	DWV Capital Costs Due to CV	
	Capital Items	Estimated Cost (2023\$)
2022		
2023	Phase I ESA for existing Materials Transfer site	\$14,500
2024		
2025	Phase II ESA for existing Materials Transfer site	\$60,000
	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2026	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2027	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2028		
2029+		
Total		\$2,849,500

* assumes the high end of the remediation cost estimate to be conservative, spread over 3 years.

6. Exhibit 6 summarizes other capital costs that the District must budget for. These costs are not for or caused by Cypress Village. These are costs the District is incurring to provide replacements and expansions of services for other neighbourhoods, by taking advantage of the opportunity at this time to cost-share some projects with BPP. These are not new costs, as the District has been planning these for some time. The impact of the cost-sharing arrangement is that the District's costs will be lower than they otherwise would and the schedule for these expenses is now fixed. The reason for highlighting these costs here is simply to ensure that the District is aware that the agreed-on schedule creates a hard commitment to ensure the amounts are included in the District's Capital Plan so that funding is available when needed. The District will require a cash flow plan to confirm which of these costs will be funded out of existing capital reserves, increases to utility rates, or borrowing.

Exhibit 6: Summary of Other DWV Capital Costs

Year	Other Related DWV Capital Expenditures	
	Capital Items	Estimated Cost (2023\$)
2022	New Westmount Pump Station and Reservoir *	\$1,000,000
2023	New 11th Street Pump Station **	\$5,000,000
2024	New 11th Street Pump Station	\$1,100,000
2025	Storm diversion	\$514,000
2026	Storm diversion	\$513,000
	Demolish existing 11th St Pump Station	\$147,000
2027	Storm diversion	\$513,000
	Storm intake and splitter	\$679,000
	Realignment of Cross Country watermain	\$479,000
	New Westmount Pump Station	\$8,648,000
	New Westmount Reservoir	\$13,810,000
2028	Storm diversion	\$513,000
2029	Storm diversion	\$513,000
	Demolish existing Westmount Pump Station	\$123,000
	Demolish existing Westmount Reservoir	\$283,000
2030	Realignment of Cross Country watermain	\$2,287,000
2031	Storm diversion	\$1,174,000
2032		
2033+	Realignment of Cross Country watermain	\$261,000
Total		\$37,557,000
*	Already budgeted for 2022 to cover design costs. Construction to be funded in 2027.	
**	2023 budget includes \$3.4M in District funding and \$1.6M in developer contributions. Balance assumed to be funded in 2024.	

7. The main benefits to the West Vancouver community include:
 - a. Acquisition by the District of the BPP Eagleridge lands for conservation and recreation.
 - b. Forest protection in Eagleridge and Cypress Village, which has considerable value as natural capital.
 - c. Better services for residents of Rodgers Creek and other nearby neighbourhoods, including the fire station, community centre, commercial centre, and Independent Transit Service.
 - d. Creation of an extensive network of pedestrian and cycling pathways in Cypress Village at no capital cost to the District will benefit all residents who use these recreation facilities.
 - e. Reduction in the capital cost of water and sewer works that the District must complete to meet the requirements of existing communities outside Cypress Village, by coordinating with BPP's construction of works that serve Cypress Village.
 - f. For future civic facilities that serve the entire community of West Vancouver, lower cost per capita or per taxpayer if the costs are spread over a larger population.
 - g. Creation of a vibrant new place for West Vancouver residents to enjoy for recreation and entertainment.
 - h. Contribution to housing diversity in the form of a wide range of housing types, forms of home ownership that are more affordable than single detached dwellings, and a mix of market and below market rental housing.

4.0 Operating Revenues and Costs

The District of West Vancouver will, as in all the existing communities, be responsible for the ongoing operation and maintenance of infrastructure and amenities in Cypress Village after the facilities are constructed and transferred to the ownership of the District. The District's ongoing responsibilities will include:

- Maintenance and repair of roads and services.
- Maintenance of neighbourhood parks and McGavin Field.
- Maintenance and repair of hiking, cycling and mountain biking trails in Cypress Village.
- Operation and maintenance of the community centre.
- Operation and maintenance of the fire station.
- Provision of police protection services.
- Provision of general municipal services and administration.
- Maintenance and repair in the Eagleridge lands dedicated as park.

The District will also receive ongoing revenue from development and residents in Cypress Village in the form of:

- Property taxes.
- Fees and charges levied for specific programs and services (e.g. community and recreation centre program registrations, permits of various kinds, facility rentals).
- Any grants from senior government that are provided on a per capita basis, such as the Province of BC library operating grant.

The net financial operations impact of Cypress Village on the District is the difference between the ongoing revenues and the ongoing costs.

This section of the report forecasts future revenues and operating costs that the District will incur as a result of the development of the new community of Cypress Village. The aim of the analysis is to determine whether it is likely that Cypress Village will be a source of a net new revenue surplus or a net new deficit.

It is essential to understand what the terms "surplus" or "deficit" mean in this context. Property tax and other revenues from Cypress Village (or from any individual neighbourhood) are not collected in a specific account; nor are the operating costs for a specific neighbourhood collected in a separate account. As a result, there is no separate account or budget centre for Cypress Village (or any other neighbourhood) that would enable the District to "see" an accumulating balance from surpluses or an accumulating debt from deficits in a specific area.

If Cypress Village generates more municipal operating revenue than costs over time, the District will have these options:

- It could potentially set District-wide property tax rates a little lower than they otherwise would be. In this case, the "surplus" from Cypress Village means less tax revenue would have to be collected from everywhere else.

- It could expand some community-wide services without having to raise taxes to cover the extra cost.
- It could increase its budget for capital projects, by increasing its asset levy without impacting the total tax paid by any given property.

These outcomes should be considered a fiscal benefit of Cypress Village, but there will not be a “Cypress Village operating account” accumulating a cash balance.

On the other hand, if Cypress Village generates more municipal operating costs than revenues over time, the District will have these options:

- It would need to set District-wide property tax rates a little higher than they otherwise would be. A “deficit” from Cypress Village means more tax revenue must be collected from everywhere else.
- It could reduce some community-wide services to cut costs and thereby avoid a tax increase to cover the deficit.

These outcomes should be considered a fiscal negative impact of Cypress Village, but there will not be a “Cypress Village operating account” accumulating a negative balance that must somehow be paid off.

For this reason, the primary purpose of the financial impact analysis is to see whether it is likely that Cypress Village will provide a net fiscal benefit or cost for the District and its taxpayers.

4.1 Revenues

Forecasting operating revenues generated within Cypress Village requires assumptions about the pace of development, market value of property (developed and undeveloped), population growth, and rates of taxation in the new community.

The major revenue assumptions incorporated in the analysis are summarized in this section.

4.1.1 Property Tax on Vacant, Zoned Development Land

Upon rezoning, the Cypress Village lands will increase in value and are assumed to pay property tax based on the market value as vacant, zoned development land that is not yet fully serviced. Based on a combination of preliminary financial modelling for the development of Cypress Village and the assessed values for the remaining undeveloped lands in Rodgers Creek, it is estimated that the assessed value of the vacant, residentially-zoned lands in Cypress Village will be roughly \$550 million. The assessed value of the business park vacant land will be relatively low until significant earthwork and the Westmount Connector are completed, so these properties are assumed to only pay significant taxes after construction of the business park space.

The total housing capacity of Cypress Village is 3,711 residential units, so at \$550 million the average vacant, un-serviced land value per unit is about \$150,000. Using the 2023 District residential tax rate of \$1.48375 per \$1,000 of assessed value (not including the asset levy),⁷ the property tax revenue to the District from vacant rezoned residential land in Cypress Village is estimated to be about \$220 per unit per year (on average) in \$2023. This part of the property tax revenue will decline every year as the Cypress Village housing is

⁷ This is the tax rate for the municipal portion of property taxes only. The total tax rate paid by property owners is higher, because of taxes paid to the Province and to regional agencies. However, only the tax revenue to the District is considered in this analysis.

developed and less vacant land remains. Of course, the tax revenue from completed housing units increases commensurately.

The forecast of revenues assumes that collection of increased property tax on the rezoned vacant residential land commences in 2027. This allows time for the completion of the approvals process in 2024/2025 and the adjustment to the assessed value in 2026 such that the collection of property tax revenue from the vacant rezoned land commences in 2027.

4.1.2 Property Tax on Completed Residential Units

Each year, residential units are assumed to be developed in accordance with the forecast of housing absorption. The new units pay property tax, adding to the cumulative property tax revenue from all completed units in Cypress Village.

Residential development (and population growth) in Cypress Village will be phased over 20 or more years. The total amount of development is known (and fixed by zoning) and the total population at build-out has been estimated, but a detailed forecast of the pace of residential construction has not yet been completed by the developer. The actual pace of construction will depend on market conditions, decisions about which parts of the site to develop over time, and other factors. For the purpose of estimating financial impacts, residential development and population growth are assumed to start slowly and then accelerate as the community matures, as shown in Exhibit 7. These figures do not attempt to model the size and timing of individual projects; they are simply a reasonable estimate of the gradual pace of construction and occupancy of new dwellings over two decades. These estimates are likely conservative (i.e. under-estimating property tax revenue from new development, as in most cases projects will be constructed more quickly than the rate at which they are occupied).

Exhibit 7 shows the forecast of annual residential development (by type of unit) in Cypress Village. The exhibit also shows the resulting forecast of population growth in the new community, based on assumed average household size (persons per unit) for each type of dwelling unit. Unit build-out in Cypress Village is assumed to be complete by 2048.

The Cypress Village development plan assumes that the subdivision and sale of vacant residential parcels commences in 2026. The property tax revenue on completed housing is assumed to commence in 2028, which may be sooner than when the tax revenues actually commence from subdivided serviced land and completed units. However, the analysis also assumes that new units begin to be occupied and add to municipal operating expenses in 2028 so the timing is not significant. The financial analysis would not be materially different if commencement of revenues and expenses is deferred a year or two.

Exhibit 7: Cypress Lands Absorption - Annual New Units and Population

Year	Single Detached Units				Town house Strata Units	Apartment Strata Units			Apt. Market Rental	Apt. Aff. Rental	Total Annual Res (Units)	Cumulative Residential Units	Estimated Cumulative Population
	Total	Small	Medium	Large		Total	Low-Rise	High-Rise					
2028	2	2	-	-	3	35	-	35	37	13	90	90	158
2029	2	2	-	-	3	42	-	42	37	13	97	187	328
2030	4	4	-	-	6	42	-	42	37	13	102	289	513
2031	4	4	-	-	6	55	-	55	37	13	115	404	721
2032	5	5	-	-	10	68	-	68	37	13	133	537	965
2033	7	7	-	-	14	78	-	78	37	13	149	686	1,245
2034	15	15	-	-	15	175	55	120	37	13	255	941	1,719
2035	15	15	-	-	15	175	55	120	37	12	254	1,195	2,191
2036	27	15	10	2	15	175	55	120	37	12	266	1,461	2,707
2037	27	15	10	2	15	175	55	120	37	12	266	1,727	3,223
2038	27	15	10	2	15	175	55	120	37	12	266	1,993	3,739
2039	27	15	10	2	15	175	55	120	37	12	266	2,259	4,255
2040	26	15	10	1	15	175	55	120	37	12	265	2,524	4,767
2041	18	8	10	-	14	175	55	120	37	12	256	2,780	5,248
2042	10	-	10	-	-	175	55	120	27	9	221	3,001	5,636
2043	10	-	10	-	-	175	55	120	8	-	193	3,194	5,978
2044	4	-	4	-	-	174	54	120	-	-	178	3,372	6,283
2045	-	-	-	-	-	175	55	120	-	-	175	3,547	6,576
2046	-	-	-	-	-	94	55	39	-	-	94	3,641	6,733
2047	-	-	-	-	-	55	55	-	-	-	55	3,696	6,824
2048	-	-	-	-	-	15	15	-	-	-	15	3,711	6,849
2049	-	-	-	-	-	-	-	-	-	-	-	3,711	6,849
TOTAL Units or SF	230	137	84	9	161	2,583	784	1,799	553	184	3,711		

To calculate property tax from completed residential developments, it is necessary to estimate the market value of finished units by type.

Exhibit 8 shows the assumed market value (in \$2023) of completed Cypress Village housing units. These property values include land and improvements.

Exhibit 8: Estimated Market Value Cypress Village Residential Units

	\$2023 Average Market Value /Unit
Residential Units	
Single Detached	
<i>Small</i>	\$ 3,650,000
<i>Medium</i>	\$ 4,375,000
<i>Large</i>	\$ 9,975,000
Townhouse, strata	\$ 3,260,000
Apartment, strata	
<i>Low-Rise</i>	\$ 1,180,000
<i>High-Rise</i>	\$ 1,590,000
Apartment, market rental	\$ 650,000
Apartment, affordable rental	\$ 405,000

4.1.3 Property Tax on Employment Uses

When the employment lands are developed, these will also pay property tax. The 2023 business rate (municipal portion) of \$3.20723 per \$1,000 of assessed value is applied to the estimated market value of the finished commercial and business park space.

The analysis does not include tax revenue from the rezoned vacant land that will be used for commercial and business park development because these lands are not likely development-ready for several years. For example, the business park space is dependent on extensive fill, the relocation of the Materials Transfer Facility, and the timing of construction of the Westmount Connector. As a result, it is possible that the revenue forecast is conservative by a small amount (less than \$100,000 per year) during the first five to ten years.

Exhibit 9 shows the amount and timing of the development of employment space that is assumed in the property tax model.

The commercial space (retail, service, hotel) has an estimated market value of \$800 per square foot (2023\$). The business park space has an estimated market value of \$675 per square foot (2023\$).

Exhibit 9: Timing of Cypress Village Employment Space

Year	Cumulative Residential Units	Estimated Cumulative Population	Retail and Service (SF)	Hotel (SF)	Business Park (SF)
2028	90	158	-	-	-
2029	187	328	-	-	-
2030	289	513	-	-	-
2031	404	721	-	-	-
2032	537	965	55,000	-	-
2033	686	1,245	-	-	-
2034	941	1,719	-	-	-
2035	1,195	2,191	60,000	-	-
2036	1,461	2,707	-	-	50,000
2037	1,727	3,223	-	-	-
2038	1,993	3,739	35,600	100,000	50,000
2039	2,259	4,255	-	-	-
2040	2,524	4,767	-	-	30,000
2041	2,780	5,248	-	-	-
2042	3,001	5,636	-	-	-
2043	3,194	5,978	-	-	-
2044	3,372	6,283	-	-	-
2045	3,547	6,576	-	-	-
2046	3,641	6,733	-	-	-
2047	3,696	6,824	-	-	-
2048	3,711	6,849	-	-	-
2049	3,711	6,849	-	-	-
TOTAL Units or SF			150,600	100,000	130,000

4.1.4 Property Tax Rates

The analysis uses 2023 property tax rates (in dollars of tax per thousand dollars of assessed value) because the estimated market values are in 2023\$. These tax rates are held constant over the forecast period. Tax rates do tend to vary over time, partly in response to changes in market value such that total property tax revenue tends to rise at or just above inflation. Rather than trying to predict future tax rates, the analysis assumes that property values will rise at the rate of inflation (so tax revenues will also rise with inflation in order to cover inflationary increase in operating costs). The financial modelling for this analysis allows testing alternative rates of escalation in property values and inflation in municipal operating costs.

The scenarios in this report assume that property values (and operating costs) rise at the Bank of Canada’s target rate of 2% per year over the development period 2028 to 2048. Inflation has been higher than the target rate for the period 2021 to 2023 so the analysis uses escalation rates shown in Exhibit 10 in forecasts/estimates for the period 2021 to 2028.

Because municipalities tend to set tax rates to cover expected costs, the escalation rate in property taxes will usually more or less match the inflation rate in costs, so there is little risk that increases in expenditures will outpace increases in revenue. Even if property values do not increase at the same escalation rate as operating expenses, tax rates can be adjusted accordingly. For this financial impact analysis, though, it is

assumed that long term growth in property values will at least match the overall rate of inflation, as has been the case over the long term in Metro Vancouver.

Exhibit 10: Annual Inflation Rates Used in Analysis

Year	MetroVan CPI*	Annual Escalation Factor	Equivalent Average Annual Rate 21-28	Equivalent Average Annual Rate 22-28	Equivalent Average Annual Rate 23-28
2021	2.7%	1.0000			
2022	6.8%	1.0270			
2023	4.2%	1.0968			
2024	3.8%	1.1429			
2025	3.0%	1.1863			
2026	2.0%	1.2219			
2027	2.0%	1.2464			
2028	2.0%	1.2713	3.5%	3.6%	3.0%
*21-Feb 24 Statistics Canada, Table 18-10-0005-01, BC Stats 18-10-00004-01					
*24-28 WMCI forecast estimates					

The District's 2023 rates (in terms of \$ of tax per \$1,000 of assessed value) are:

- Residential - \$1.48375
- Commercial - \$3.20723

The analysis uses only the portion of property taxes that flow to the municipality. Property taxes that go to the Province or to regional authorities are excluded.

The analysis only uses the portion of municipal property taxes that are for general revenue for operations. The (relatively small) portion of property tax that is for the DWV's capital asset levy is not included, because this revenue is not available to cover operating costs.

4.1.5 Other Municipal Revenues

Municipal revenues from other sources (e.g. fees and charges for things like community centre program registrations, animal licenses, grants from senior governments) are estimated using revenue expressed in average dollars per capita taken from past municipal financial reports. So, municipal revenues other than property taxes are assumed to increase in proportion to the increase in population in Cypress Village.

4.2 Operating Costs

Forecasting municipal operating costs requires assumptions about how much it will cost to maintain infrastructure and provide services for the Cypress Village community. This is more difficult than estimating future capital costs because the operating costs to serve extra development or extra residents are not necessarily directly correlated to the increase in built space or population. For example, the cost of providing some recreation services might rise proportionately with population (more people using programs) but the cost of providing a recreation facility such as a pool is largely a fixed operating cost (energy consumption, building and equipment maintenance, lifeguards and other staff) that does not necessarily increase commensurately with small increases in the number of pool users.

There are various approaches that can be used to estimate future operating cost increases, as presented in the next section.

4.2.1 Methodology Options

There are three common methods to estimate the future municipal operating costs that are associated with new development and new residents:

1. Average Cost per Person

This method assumes that the additional municipal operating cost for an additional resident is equal to the average cost of the service for all existing residents. For example, total annual fire protection cost divided by total population yields an average cost per person. This cost per person can then be applied to each new resident. This method assumes that operating costs tend to rise smoothly and proportionately as new residents are added. Using average cost may tend to overstate the additional cost imposed by a relatively small increase in total resident population for two reasons:

- Operating costs can have fixed and variable components. For example, adding a few new residents may increase some variable library operating costs (e.g. library staffing and library books) but does not necessarily increase the relatively more fixed cost of operating the library buildings. On the other hand, for a larger increase in population, average cost may be more appropriate. Using the same library example, there is a threshold of growth at which the library space must be expanded so the fixed and variable components would both increase.
- Some categories of operating cost should ideally not be measured solely on a per capita basis because there are other significant factors that drive costs. For fire protection, for example, some costs are more a function of the amount and type of development that is served or the geographic area that is protected than they are a function of service area population. However, over the last decade in the District, medical call-outs (which are directly related to population) have outnumbered fire call-outs by around 9 to 1. The primary purpose of the fire department is fire protection, but the actual use of personnel and equipment is heavily affected by the size of the service area population. As another example, for police protection, it could be argued that a significant share of policing cost is incurred by enforcement activity in commercial areas so that costs to serve new residents are less than overall average. While this is probably true, Cypress Village will have a commercial area and a business park so its policing costs will be higher than if it were solely a residential community.

On balance, considering that population growth is the major driver for many municipal services and that the available data about allocation of municipal service costs (to people versus to specific land uses or to different types/locations of neighbourhoods) is limited, average cost per capita is a reasonable way to measure the overall cost increases that result when a community grows. This method has some drawbacks (as described above) but these can be addressed by calculating overall average cost per capita and applying a percentage discount to adjust for costs being lower for new residents than the overall average across the entire community.

2. Marginal Cost per Person

This method attempts to calculate the true marginal extra cost associated with the marginal extra resident or housing unit. This method is complex and requires very detailed information about the capacity of individual municipal functions to absorb a growing service population without expanding staff, adding

space, or increasing other operating expenses. As a simple illustration, adding one new resident does not increase total fire protection cost by an amount equal to the overall average cost per person in the community. The extra resident or housing unit can be “absorbed” without additional personnel, equipment, or fire stations. However, at some point the growth is large enough to require additional staff, equipment, and facilities which may have to be added in increments that are larger than the average cost across all residents.⁸ Over the long term, if there is significant population growth the marginal additions that are below average operating cost and the marginal additions that are above average operating cost should balance out. This suggests that for small, short-term growth it is best to use marginal cost increases (if the data is available) but for larger, long-term projects (and population increases) it is reasonable (and simpler) to use average cost data.

3. Specific Actual Cost for New Facilities

This method tries to estimate the actual new operating costs associated with new facilities created specifically (and primarily or entirely) for the new community being developed. The operating cost of such new facilities may be quite different from either marginal or average cost increases across the entire municipality, especially if such facilities are required before the new local population is large enough to support the new facility. Again, using a fire protection services example, if a new community requires an entire new fire station early in its development, then the annual operating cost of fire protection service will (at least initially) be higher than the average cost per person of fire protection across the whole community and higher than the marginal extra cost of adding a new resident in a different neighbourhood that is already served by existing fire stations.

4.2.2 Approach Used in this Analysis

For this financial impact analysis, we use the following approach:

1. We use a combination of average per capita costs for some municipal services that are provided in the same fashion across the entire municipality and specific actual estimated costs for services that will be provided mainly locally inside Cypress Village.
 - a. Average cost per capita is used for categories for which the District provides community-wide services. This includes the categories of general government, police protection, planning and development services, library, parks maintenance, and arterial/collector road maintenance.
 - b. Specific Cypress Village costs are used for community centre (because Cypress Village will have its own facility), fire station (for the new facility in Cypress Village), local roads (for the Cypress Village internal road system), and the new Materials Transfer Facility.
2. To account for possible variance between the actual added operating cost to service a new resident versus the overall average operating cost per person across the entire municipality, when we estimate costs using per capita numbers we create two different scenarios:
 - a. A high scenario that uses an estimate of per capita costs that is close to the overall average per capita cost across the entire municipality, to be conservative. This likely overstates actual operating costs caused by Cypress Village because the new population at Cypress Village will, for some

⁸ Some costs increase in fixed large amounts, such as the operating cost for a new swimming pool or fire station, which cannot be added incrementally.

categories of expenses, likely add marginal extra cost that is lower than overall average cost. There are many examples that illustrate why this is so: the municipality already has to plow existing arterial roads to remove snow so this cost does not increase just because more residents drive on those roads; the new residents may increase the total staff complement of the police department but will not cause an increase in the size of the police headquarters; the new Cypress Village residents on their own will not likely trigger the need for operating an additional ice rink in the District.

- b. A lower scenario that uses a reduced per capita expense rate for Cypress Village residents to account for the likelihood that for some expenses, the marginal additional cost could be significantly lower than the overall municipal average per capita cost. This could be considered a marginal cost approach, except that it is not based on a detailed estimate of extra costs per category. It is a surrogate for this, using an across-the-board percentage discount in the average cost per capita.
3. All scenarios include provision for inflationary increase in costs. For this analysis, inflation is assumed to match growth in property values (and tax revenue) and is set at 2% per year from 2026 onward.
 4. For the categories of costs that are estimated using the per capita method, the average per capita operating costs for the whole municipality were calculated using this method:
 - The values for total operating costs were taken from the District's 2022 financial statements.
 - The 2022 costs were divided by the estimated 2022 District population (45,406)⁹ to obtain overall average cost per capita in 2022.
 - These costs were escalated to account for estimated average annual inflation during the period from 2022 to the start of development in Cypress Village in 2026 (see Exhibit 10).

4.2.3 Low and High Scenarios for Per Capita Operating Costs

Because some cost categories will involve components that rise proportionately with population and some components that are more or less fixed, we use two scenarios for per capita operating costs caused by the residents of Cypress Village.

High Scenario

The high scenario makes a small downward adjustment to average per capita cost, discounting the municipal average by 10% (i.e. the high scenario uses cost per Cypress Village resident that is 90% of the municipal average cost per capita). This accounts for obvious kinds of costs that are not sensitive to population change. As examples, regardless of population changes caused by Cypress Village there will be one Mayor, no change to the number of municipal Councillors, only one Municipal Manager, only one head of major departments, and one City Hall that will not have to change in size due to the development of Cypress Village. This scenario almost certainly overstates the actual per capita cost increases that will be caused by the new residents of Cypress Village for many categories of expense. This high scenario is included to be conservative (i.e. overstate expenses) to test if there is a risk that Cypress Village has a negative impact.

⁹ BC Population Estimates for District of West Vancouver 2022.
<https://www2.gov.bc.ca/gov/content/data/statistics/people-population-community/population/population-estimates>

Low Scenario

The low scenario makes a larger discount in per capita costs, dropping the cost per capita of Cypress Village residents to 50% of the overall municipal average. In deciding what lower bound to use, we considered a report prepared in 2008 for DWV by an independent firm (Sussex Consultants Ltd) to analyze the financial impacts of alternative development scenarios for the BPP Rodgers Creek neighbourhood. This report concluded that the actual cost of adding new residents in Rodgers Creek would range from a low of around 15% of the municipal average for library services to a high of about 60% for some categories such as administration and finance. The overall cost per capita in Rodgers Creek was estimated to be about 40% of the overall municipal average cost per capita. In our view, this report understated some operating costs. For example, the report assumed that road maintenance costs would only be about 48% of the municipal average based on the length of new roads that would be built in Rodgers Creek. The report did not assume any increase in operating cost for the existing road network in the municipality, yet increased traffic volume is one cause of increased road maintenance cost.

We are of the view that the report was too optimistic with regard to the lower per capita operating costs that will be incurred by a large new community that requires new infrastructure as well as relying on existing infrastructure in the already-developed parts of the District. At an estimated build-out population of 6,900 people, Cypress Village is equivalent to about 16% of the current total DWV population. This is more than a marginal increase (in the long run). It is essential that the District consider the full range of additional costs that could result from the needs of this increased population, not look narrowly at only the costs that will literally be incurred inside Cypress Village. For our low scenario, therefore, we assume that the operating costs imposed by Cypress Village residents will be around 50% of the overall municipal average cost per capita.

Summary of Range from Low to High

Our low to high range, therefore, is 50% to 90% of average municipal-wide per capita operating costs. These are reasonable upper and lower bounds for this analysis. These low and high per capita costs only apply to expense categories that are municipal-wide. Costs for specific new Cypress Village facilities are estimated separately.

4.2.4 Detailed Cost Assumptions By Category

This section sets out the detailed assumptions that are used in the forecasts of operating cost for each major cost category. For categories in which costs are estimated using the average per capita approach, Exhibit 11 shows the values used.

Exhibit 11: DWV Adjusted Per Capita Operating Expenses (not including Utilities or Solid Waste)

Annual Operating Expenses	Total from DWV 2022 Annual Report	2022 \$/capita¹⁰ (based on 2022 pop of 45,406)	2028 \$/capita HIGH (2022 escalated 6 yrs at 3.6%/yr, then reduced by 10%) ¹¹	2028 \$/capita LOW (2022 escalated 6 yrs at 3.6%/yr, then reduced by 50%) ¹²
General Government	\$ 30,103,928	\$663	\$739	\$410
Police (50 % of Public Safety)	\$19,584,571	\$431	\$481	\$267
Engineering & Transportation ¹³	\$4,760,674	\$105	\$117	\$65
Planning & Development	\$7,646,010	\$168	\$188	\$104
Library (18% of Community, Culture, Admin)	\$5,701,873	\$126	\$140	\$78
Parks Maintenance (19% of Community, Culture, Admin)	\$6,018,643	\$133	\$148	\$82
Community, Culture, Admin (63% of total in 2020 Annual Report)	\$19,956,554	\$440	\$490	\$272
Total per year	\$93,772,254	\$ 2,065	\$ 2,301	\$1,278

General Government

This category is estimated using the adjusted average per capita cost as shown in Exhibit 11.

Police

This category is estimated using the adjusted average per capita cost as shown in Exhibit 11.

Planning and Development

This category is estimated using the adjusted average per capita cost as shown in Exhibit 11.

¹⁰ Operating Expenses from DWV Annual Report 2022; DWV Population estimate from BC Municipal Statistics.

¹¹ The 10% reduction is to account for the portion of operating costs that is assumed to be fixed even if population increases, as explained in Section 4.2.3.

¹² The 50% reduction is to account for the portion of operating costs that is assumed to be fixed even if population increases, as explained in Section 4.2.3.

¹³ Arterial and collector roads account for about 35% of the District's total annual road maintenance, or about \$105 per capita in 2022\$. This figure is used to estimate the extra cost on the community-wide road system due to the increased population. The other 65% of the District's total road maintenance is for local roads. Cypress Village residents will not add materially to the cost of maintaining local roads outside of Cypress Village. The cost of maintaining local roads inside Cypress Village is estimated separately.

Library

This category is estimated using the adjusted average per capita cost as shown in Exhibit 11. It is possible that the District may decide to provide a branch library in the Cypress Village community centre, which would require some adjustment to the operating cost estimate.

Fire Station

The new fire station that will serve Cypress Village has not yet been designed and its staffing complement has not been finalized. For this financial impact analysis, the cost of operating the new fire station has been estimated as follows:

- The District produced a preliminary estimate of staffing, equipment, and supplies for the new fire station of \$2.16 million per year (2021\$). In addition, the District estimates that on average, its fire station buildings cost about \$6 per square foot per year to maintain. Assuming a facility of 10,000 square feet (based on a preliminary concept for the fire station) this is about \$60,000 per year. It is possible that a new building will be less costly than older buildings (e.g. less energy consumption, less maintenance at least during early years) but this is a small number so a marginal reduction makes no material difference in the outcome. The calculated number of \$2.22 million per year is rounded up to \$2.25 million per year.
- The first full year of operation for the fire station is expected to be 2030. Based on input from District staff, however, it is necessary to procure new equipment and recruit and train new firefighters over several years. So, the operating cost for the new fire station is phased in over 3 years as follows: 33% of the annual cost is absorbed in 2028, 67% of the annual cost is absorbed in 2029, and 100% of the annual cost is absorbed in 2030 and subsequent years.
- The new fire station in Cypress Village will also serve Rodgers Creek and some other nearby areas (below Highway 1). Cypress Village will have a total build-out population of about 6,900, Rodgers Creek has a projected build-out population of about 2,400, and the other areas have an estimated population of 3,700. Initially, Cypress Village is “responsible” for a very small share of costs, as its population starts at zero, but the existence of Cypress Village is part of the trigger for needing to have the new fire station. By 2048, Cypress Village will account for about 53% of the total service population (i.e. $6,900/(6900+2400+3700)$). For the analysis, 50% of the fire station operating cost is assigned to Cypress Village over the entire period, which overstates the actual average share over the whole period. The analysis assumes that the addition of the Cypress Village fire station does not result in a significant change to the portion of the fire protection cost that is centralized (e.g. senior staff, headquarters space).

Locating the new fire station on the eastern portion of the District Operations Centre (works yard) site requires reconfiguring the existing fire training facility. Any capital cost of this reconfiguration should be included in the capital budget for the new fire station. This analysis assumes that there would be no change to the cost of operating the fire training grounds once reconfigured.

Community Centre

Community Centre costs are estimated using a combination of anticipated actual operating costs (once the Cypress Village facility is opened) and average per capita operating costs for the period prior to the facility opening (i.e. when Cypress Village residents will use facilities existing elsewhere in the District).

The proposed community centre in Cypress Village has not yet been designed or programmed, so a detailed estimate of operating cost is not yet available. However, the size, space program, and functions are anticipated to be very similar to the existing community centre at Gleneagles:

- The total operating budget for Gleneagles for 2022 is \$1.4 million¹⁴, including all facility maintenance and staffing costs so this is used as the estimated cost for Cypress Village.
- The new community centre will mainly serve Cypress Village and Rodgers Creek so it is assumed that Cypress Village (which has about three quarters of the housing and three quarters of the population at buildout in the two neighbourhoods) is responsible for 75% of the annual operating cost, or about \$1,050,000 per year. This probably overestimates the Cypress Village share as this new community centre is likely to also be used by some residents of other nearby neighbourhoods.
- The community centre is required by agreement to be ready for use at the later of 8 years following Cypress Village approvals (i.e. by 2033 assuming approvals at the end of 2024) and the occupancy of the 1,400th residential unit (i.e. 2036 based on the estimated pace of development). For the purpose of the financial impact analysis, the first full year of operations for the new community centre in Cypress Village is assumed to be 2034, upon completion of the facility, which is assumed to be in late 2033. There is no early allowance for start-up costs, but there is also no adjustment to allow for a phase-in of operations (in early years, the Cypress Village population may not warrant having a full staff complement).

Population growth in Cypress Village starts in 2028, 6 years before the new community centre is to be completed, so initially Cypress Village residents will use other DWV facilities. Therefore, community centre operating costs are estimated based on average cost per capita for the years prior to 2034.

The District may want to construct the new community centre earlier, to match the construction schedule for the fire station, in order to have a dedicated project management team expedite the completion of both of these facilities at the same time. If so, the financial analysis should be updated.

Roads

A two-part approach is needed to estimate the extra operating costs for road maintenance:

- Cypress Village will have an internal local road system, built in phases as development proceeds. The maintenance costs for these roads are directly proportional to the area (square metres) of roads constructed, regardless of how much development has occurred. These are all new costs, as the local roads would not exist without the development of Cypress Village.

The cost of the internal road system is estimated using figures provided by BPP's engineering team. The engineers provided an assumed schedule of road construction, based on the anticipated phasing of development. They also extracted data from District reports and studies to show the estimated annual cost per square metre of new local roads. This works out to about \$6.80 (2022\$) per square metre.¹⁵

¹⁴ Some of this cost at Gleneagles is offset by program registration revenue. However, in this financial impact analysis revenues are separately estimated so the actual total operating cost at Gleneagles is used as a benchmark.

¹⁵ The 2022 figure of \$6.80 per square metre is escalated 4 years using the rates in Exhibit 10 to adjust for inflation during the 2022-2028 period.

These figures are entered directly into the forecast of operating costs, commensurate with the cumulative total area of road construction.

- Residents of Cypress Village will use the municipal-wide arterial and collector road system to travel to work, school, shopping, and other purposes. Some portions of these costs are fixed in that they will not change as Cypress Village population grows. Snow plowing an arterial road, for example, costs the same no matter how many cars use the route. Other portions of these costs do vary with road use; repaving, for example, must occur more frequently as traffic volume increases.

The additional cost for maintenance of the arterial and collector road system is estimated using average per capita numbers. Based on District reports and studies, the arterial and collector road system accounts for about 35% of the total annual budget for engineering and transportation (the other 65% is for the local road system). As shown in Exhibit 11, the operating cost of the arterial and collector road network is about \$105 per capita (2022\$). As with the other average per capita figures, this is discounted by 10% (high estimate) and 50% (low estimate) to account for the fact that some costs (e.g. senior staff, equipment maintenance) are not likely to increase proportionately with changes in total population size.

The total additional road-related operating cost imposed by Cypress Village, therefore, is the sum of the cost to maintain the new local road network inside Cypress Village and the extra cost to maintain the municipal network of arterial and collector roads.

Parks

Estimating the increase in park maintenance costs is complex for three reasons:

- There will be new parks and trails inside Cypress Village, but these will not be used exclusively, or even primarily in some cases, by Cypress Village residents. Some of the new recreation assets such as McGavin Field or mountain biking trails will be used by residents from all areas of the District. The cost of maintaining these community-scale assets, therefore, cannot fairly be considered as solely Cypress Village costs.
- Cypress Village parks have not been designed. The maintenance cost of a park left almost entirely in a natural state, with a few pathways, is much less than the maintenance cost of a highly developed park with playground equipment, washroom, outdoor courts, and park furniture.
- Cypress Village residents will not only use the parks inside their neighbourhood. They will also use the large community-scale parks such as the Ambleside Waterfront and Lighthouse Park.

Therefore, increased park costs resulting from Cypress Village are estimated using average per capita costs over the whole municipality. The premise is that the “load” placed on the total municipal park system by Cypress Village residents will be like that of all other residents who use local and community parks and trails. Exhibit 11 shows the per capita costs that are used.

Materials Transfer Facility

The existing facility/operation occupies a site that will be transferred from the District to BPP and completely altered by the construction of the new Westmount Connector and the business park development planned for the benchland area between Cypress Bowl Road and the Upper Levels Highway.

There are two financial implications for the District:

- The operation must be relocated. The capital cost of this relocation is addressed in Section 3.10.

- The new facility will of necessity be a little smaller (based on available land area). As a result, the District anticipates that there will have to be more truck trips to transfer material in/out of the municipality (rather than have all material on site as at present). This ongoing extra cost is estimated to be \$200,000 per year (in 2022\$) commencing in 2028 as the existing facility must be decommissioned within three years of entering into the Land Agreement (assumed to be in late 2024).

4.2.5 Development Approvals and Implementation Costs

Once Cypress Village is approved, there will be considerable effort needed on the part of the District to implement the plan. The implementation workload on the District will include these elements:

- A plan for the Eagleridge lands will be required, to identify areas for conservation and recreation. This will require staff time and there will be some capital costs (e.g. trails). These costs are not included in this analysis as these are community-scale park operating costs to serve the entire community, not costs attributable to the new community of Cypress Village.
- The development of Cypress Village will require ongoing detailed approvals (e.g. subdivision approval, development permits, building permits, signage approvals and so on). The District operates on a cost-recovery basis for these approvals. The District will set up a cost-recovered Cypress Village project office to process applications for the Cypress Village development and BPP will pay the cost of the necessary resources. There will be no net cost to the District.
- The District will be obligated to construct the fire station, community centre, and McGavin Field facilities. The capital budgets for these facilities include allowances for soft costs including project management. The District may consider engaging consultants or staff to oversee the completion of the facilities the District is obligated to construct; these soft costs should be included in the already-established capital budgets.

4.3 Forecast Estimates of DWV’s Annual Operating Revenues and Expenses Related to Cypress Village

As noted previously, the forecast of operating costs uses a combination of specific costs for some of the facilities and average per capita costs for other services/facilities. For the per capita cost component, the analysis uses low and high estimates, so the overall forecasts include two scenarios:

	Combination of Specific Facility Costs <u>and</u> Average per Capita Costs
High Per Capita Ratio (90% of overall municipal average)	Exhibit 12
Low Per Capita Ratio (50% of overall municipal average)	Exhibit 13

The municipal revenue assumptions are the same in both scenarios. The following sections describe the results of these scenarios.

4.3.1 High Cost Scenario

The outcome of this scenario is shown in Exhibit 12, in table and graph form.

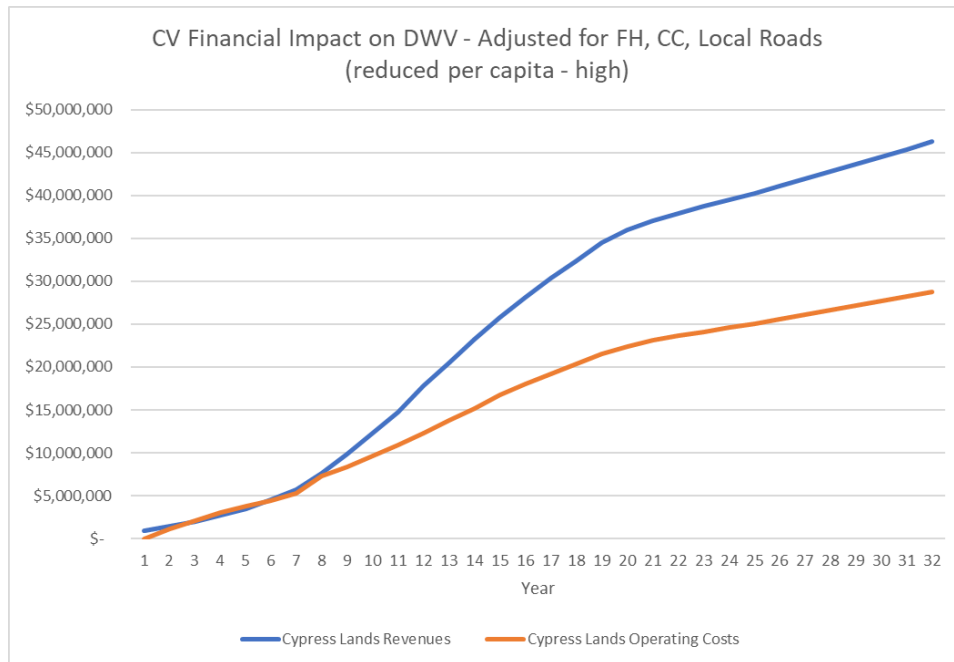
This scenario indicates that there could be a small operating deficit in each of 2029, 2030, and 2031. This is because costs of the fire station and the new Materials Transfer Facility commence before much development will have happened in Cypress Village. Note, however, that the surplus in 2027 and 2028 is large enough to cover all of the forecast shortfall in 2029-2031. After 2031, Cypress Village generates a growing annual “surplus”.

This “surplus” will not show up in an account as a cash balance. The District does not track or budget operating revenues and costs by neighbourhood, so for municipal budgeting purposes, any “surplus” generated by Cypress Village could have one or both of these outcomes:

- Property taxes in the municipality might increase at a lower rate than they otherwise would.
- Some municipal services could be expanded without requiring tax rates to rise commensurately.

Exhibit 12: CV Operating Revenues and Expenses (High), Adjusted for Fire Station, Community Centre, Local Roads

Year	Annual New Res (Units)	Estimated Cumulative Population	Annual Operating Revenues	Annual Operating Expenses			Annual Net Surplus/ Deficit
				Expenses for Specific Local Facilities	Expenses for per capita categories	Total	
2027	-	-	\$ 936,152	\$ -	\$ -	\$ -	\$ 936,152
2028	90	158	\$ 1,448,797	\$ 805,896	\$ 363,456	\$ 1,169,352	\$ 279,445
2029	97	328	\$ 2,025,043	\$ 1,318,007	\$ 768,885	\$ 2,086,892	\$ (61,849)
2030	102	513	\$ 2,689,022	\$ 1,835,401	\$ 1,228,733	\$ 3,064,134	\$ (375,112)
2031	115	721	\$ 3,462,741	\$ 1,978,515	\$ 1,759,675	\$ 3,738,190	\$ (275,450)
2032	133	965	\$ 4,570,266	\$ 2,018,085	\$ 2,403,560	\$ 4,421,646	\$ 148,620
2033	149	1,245	\$ 5,714,253	\$ 2,058,447	\$ 3,163,032	\$ 5,221,479	\$ 492,774
2034	255	1,719	\$ 7,661,649	\$ 3,734,851	\$ 3,506,463	\$ 7,241,314	\$ 420,335
2035	254	2,191	\$ 9,856,840	\$ 3,809,548	\$ 4,559,241	\$ 8,368,790	\$ 1,488,050
2036	266	2,707	\$12,318,321	\$ 3,885,739	\$ 5,745,165	\$ 9,630,904	\$ 2,687,417
2037	266	3,223	\$14,744,958	\$ 3,963,454	\$ 6,976,701	\$10,940,155	\$ 3,804,802
2038	266	3,739	\$17,819,794	\$ 4,080,647	\$ 8,255,201	\$12,335,848	\$ 5,483,946
2039	266	4,255	\$20,444,543	\$ 4,162,260	\$ 9,582,051	\$13,744,311	\$ 6,700,232
2040	265	4,767	\$23,218,137	\$ 4,245,505	\$10,950,334	\$15,195,839	\$ 8,022,298
2041	256	5,248	\$25,837,793	\$ 4,460,897	\$12,294,636	\$16,755,534	\$ 9,082,260
2042	221	5,636	\$28,116,063	\$ 4,550,115	\$13,469,357	\$18,019,472	\$10,096,591
2043	193	5,978	\$30,311,720	\$ 4,641,118	\$14,572,169	\$19,213,286	\$11,098,434
2044	178	6,283	\$32,402,952	\$ 4,786,563	\$15,622,184	\$20,408,747	\$11,994,205
2045	175	6,576	\$34,488,583	\$ 4,882,295	\$16,675,783	\$21,558,078	\$12,930,505
2046	94	6,733	\$35,940,343	\$ 4,979,940	\$17,415,367	\$22,395,308	\$13,545,035
2047	55	6,824	\$37,090,472	\$ 5,079,539	\$18,006,020	\$23,085,559	\$14,004,912
2048	15	6,849	\$37,952,267	\$ 5,181,130	\$18,433,556	\$23,614,686	\$14,337,580
2049	-	6,849	\$38,711,312	\$ 5,284,753	\$18,802,228	\$24,086,980	\$14,624,332
2050	-	6,849	\$39,485,538	\$ 5,390,448	\$19,178,272	\$24,568,720	\$14,916,819
2051	-	6,849	\$40,275,249	\$ 5,498,257	\$19,561,838	\$25,060,094	\$15,215,155
2052	-	6,849	\$41,080,754	\$ 5,608,222	\$19,953,074	\$25,561,296	\$15,519,458
2053	-	6,849	\$41,902,369	\$ 5,720,386	\$20,352,136	\$26,072,522	\$15,829,847
2054	-	6,849	\$42,740,417	\$ 5,834,794	\$20,759,178	\$26,593,972	\$16,146,444
2055	-	6,849	\$43,595,225	\$ 5,951,490	\$21,174,362	\$27,125,852	\$16,469,373
2056	-	6,849	\$44,467,129	\$ 6,070,520	\$21,597,849	\$27,668,369	\$16,798,761
2057	-	6,849	\$45,356,472	\$ 6,191,930	\$22,029,806	\$28,221,736	\$17,134,736
2058	-	6,849	\$46,263,601	\$ 6,315,769	\$22,470,402	\$28,786,171	\$17,477,430



4.3.2 Low Cost Scenario

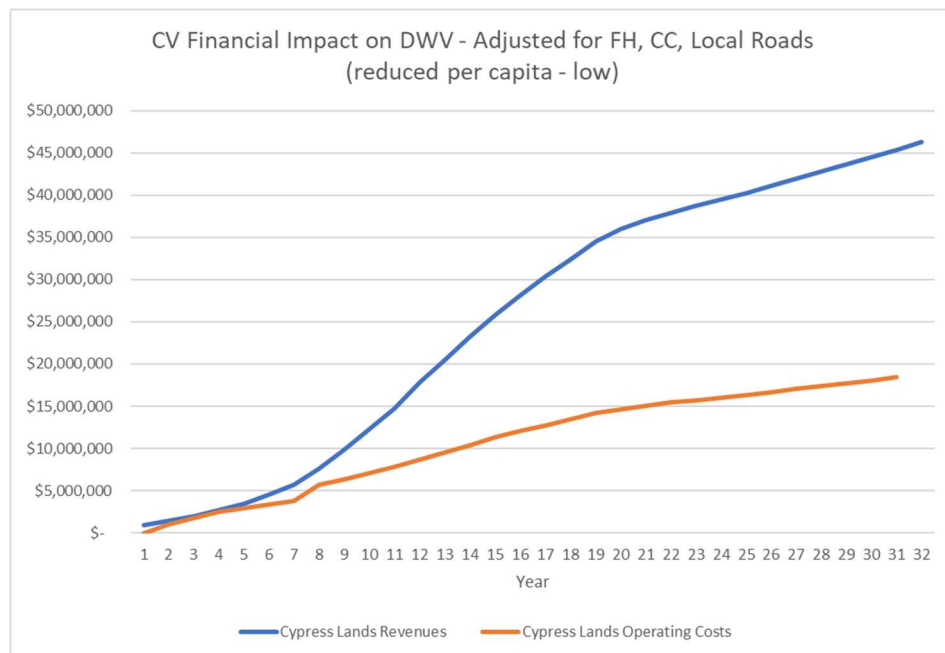
The outcome of this scenario is shown in Exhibit 13, in table and graph form.

This scenario indicates that Cypress Village generates an immediate and growing “surplus”. As noted previously, the District does not track or budget operating revenues and costs by neighbourhood, so for municipal budgeting purposes, any “surplus” generated by Cypress Village could have one or both of these outcomes:

- Property taxes in the municipality might increase at a lower rate than they otherwise would.
- Some municipal services could be expanded without requiring tax rates to rise commensurately.

Exhibit 13: CV Operating Revenues and Expenses (Low), Adjusted for Fire Station, Community Centre, Local Roads

Year	Annual New Res (Units)	Estimated Cumulative Population	Annual Operating Revenues	Annual Operating Expenses			Annual Net Surplus/ Deficit
				Expenses for Specific Local Facilities	Expenses for per capita categories	Total	
2027	-	-	\$ 936,152	\$ -	\$ -	\$ -	\$ 936,152
2028	90	158	\$ 1,448,797	\$ 805,896	\$ 201,920	\$ 1,007,816	\$ 440,981
2029	97	328	\$ 2,025,043	\$ 1,318,007	\$ 427,158	\$ 1,745,165	\$ 279,878
2030	102	513	\$ 2,689,022	\$ 1,835,401	\$ 682,630	\$ 2,518,030	\$ 170,992
2031	115	721	\$ 3,462,741	\$ 1,978,515	\$ 977,597	\$ 2,956,112	\$ 506,628
2032	133	965	\$ 4,570,266	\$ 2,018,085	\$ 1,335,311	\$ 3,353,397	\$ 1,216,869
2033	149	1,245	\$ 5,714,253	\$ 2,058,447	\$ 1,757,240	\$ 3,815,687	\$ 1,898,566
2034	255	1,719	\$ 7,661,649	\$ 3,734,851	\$ 1,948,035	\$ 5,682,886	\$ 1,978,763
2035	254	2,191	\$ 9,856,840	\$ 3,809,548	\$ 2,532,912	\$ 6,342,460	\$ 3,514,380
2036	266	2,707	\$ 12,318,321	\$ 3,885,739	\$ 3,191,758	\$ 7,077,497	\$ 5,240,824
2037	266	3,223	\$ 14,744,958	\$ 3,963,454	\$ 3,875,945	\$ 7,839,399	\$ 6,905,559
2038	266	3,739	\$ 17,819,794	\$ 4,080,647	\$ 4,586,223	\$ 8,666,870	\$ 9,152,924
2039	266	4,255	\$ 20,444,543	\$ 4,162,260	\$ 5,323,361	\$ 9,485,621	\$ 10,958,921
2040	265	4,767	\$ 23,218,137	\$ 4,245,505	\$ 6,083,519	\$ 10,329,024	\$ 12,889,113
2041	256	5,248	\$ 25,837,793	\$ 4,460,897	\$ 6,830,353	\$ 11,291,251	\$ 14,546,542
2042	221	5,636	\$ 28,116,063	\$ 4,550,115	\$ 7,482,976	\$ 12,033,091	\$ 16,082,972
2043	193	5,978	\$ 30,311,720	\$ 4,641,118	\$ 8,095,649	\$ 12,736,767	\$ 17,574,953
2044	178	6,283	\$ 32,402,952	\$ 4,786,563	\$ 8,678,991	\$ 13,465,554	\$ 18,937,398
2045	175	6,576	\$ 34,488,583	\$ 4,882,295	\$ 9,264,324	\$ 14,146,619	\$ 20,341,964
2046	94	6,733	\$ 35,940,343	\$ 4,979,940	\$ 9,675,204	\$ 14,655,145	\$ 21,285,199
2047	55	6,824	\$ 37,090,472	\$ 5,079,539	\$ 10,003,344	\$ 15,082,884	\$ 22,007,588
2048	15	6,849	\$ 37,952,267	\$ 5,181,130	\$ 10,240,865	\$ 15,421,995	\$ 22,530,272
2049	-	6,849	\$ 38,711,312	\$ 5,284,753	\$ 10,445,682	\$ 15,730,435	\$ 22,980,878
2050	-	6,849	\$ 39,485,538	\$ 5,390,448	\$ 10,654,596	\$ 16,045,043	\$ 23,440,495
2051	-	6,849	\$ 40,275,249	\$ 5,498,257	\$ 10,867,688	\$ 16,365,944	\$ 23,909,305
2052	-	6,849	\$ 41,080,754	\$ 5,608,222	\$ 11,085,041	\$ 16,693,263	\$ 24,387,491
2053	-	6,849	\$ 41,902,369	\$ 5,720,386	\$ 11,306,742	\$ 17,027,128	\$ 24,875,241
2054	-	6,849	\$ 42,740,417	\$ 5,834,794	\$ 11,532,877	\$ 17,367,671	\$ 25,372,746
2055	-	6,849	\$ 43,595,225	\$ 5,951,490	\$ 11,763,534	\$ 17,715,024	\$ 25,880,201
2056	-	6,849	\$ 44,467,129	\$ 6,070,520	\$ 11,998,805	\$ 18,069,325	\$ 26,397,805
2057	-	6,849	\$ 45,356,472	\$ 6,191,930	\$ 12,238,781	\$ 18,430,711	\$ 26,925,761
2058	-	6,849	\$ 46,263,601	\$ 6,315,769	\$ 12,483,557	\$ 18,799,325	\$ 27,464,276



4.3.3 Sensitivity and Risks

Like any forecast, the financial impact of Cypress Village is sensitive to changes in assumptions or inputs and there are financial risks associated with these changes.

Inflation

If there were material periods of time in which costs were forecasted to exceed revenues, increased inflation in costs would have a significant impact on the forecast. However, in both scenarios revenues are significantly higher than costs in almost every year. Therefore, if inflation is higher than forecast for short periods of time, this will probably not cause a negative financial impact.

Pace of Development

If the pace of new residential development in Cypress Village is more rapid than anticipated, there is no negative impact and there could be a short-term positive impact. Faster development in the early years would mean earlier tax revenue to cover the fixed, early costs of operating the fire station and the new Materials Transfer Facility.

If the pace of new residential development in Cypress Village is slower than estimated, the effects are likely as follows:

- Operating costs that are a function of population growth would grow at a slower rate, as would tax revenues. There would not be a negative financial impact. These costs would simply grow more slowly and revenue would keep up.
- Operating cost for the community centre could cause a negative financial impact if the centre is built and operational before there is enough tax revenue and program revenue to cover the costs. This impact could be mitigated by postponing the creation of the community centre until enough development has occurred, although there are design and construction milestones that the District must meet to retain

control of the project. Another possible way to mitigate this impact would be to operate the facility at partial capacity during the early years.

- The operating cost for the fire station cannot be deferred because the fire station is already needed to serve the surrounding area. As a result, there could be a period in which the property tax revenue from Cypress Village is not enough to cover the Cypress Village share of costs. The cost would have to be absorbed by the rest of the community until such time as development in Cypress Village generated enough tax revenue to cover its share.

Changes to the Program for Facilities

The operating costs for the community centre and fire station have been based on assumptions about the scope and scale of these facilities. If the District decides to increase the size or add new functions, the operating costs will increase. Given the forecasted spread between tax revenue and operating cost, minor changes would have little impact on the outcome. Major changes (e.g. adding an emergency operations centre in the fire station) would increase the operating cost, although this kind of addition would presumably be for the benefit of the entire municipality not just Cypress Village.

4.4 Conclusions Regarding Operating Revenues and Costs

The forecast of revenues and costs indicates that Cypress Village is highly unlikely to have a negative financial impact on the District. The most likely outcome is that Cypress Village has a positive impact on the District's financial operating position, generating more in taxes and other revenues than it will cost to provide services to the new community. While a "surplus" is the most likely outcome, it is important to note that the estimated potential surplus will not show up as a cash balance because District operating revenues and costs are not tracked or budgeted on a neighbourhood-by-neighbourhood basis. Depending on how future Councils set the municipal budget, this calculated surplus generated by Cypress Village could have these effects:

- Property tax rates in the municipality may be set lower than they might otherwise be.
- Some services can be expanded in the municipality without having to raise taxes to do so.

The two scenarios use different approaches to estimating future operating costs, but they both use the same revenue forecast.

There is some risk that the revenue growth is slower than expected if the pace of development is slower than assumed. This does not create a risk for the costs that are calculated on a per capita basis (because if the population grows slowly, the costs will increase slowly) but there are three new operating costs that become fixed at specific times (the operating costs of the new fire station, the new community centre, and the new Materials Transfer Facility) even if the pace of development is slower than anticipated. There could also be a risk that road maintenance costs in Cypress Village are not fully covered by property taxes within Cypress Village, if roads (and the embedded services) are constructed ahead of when the development to be served by such roads is completed. This can be managed by ensuring that the phased extension of infrastructure is carefully managed, which is in the interest of the District and BPP.

The Materials Transfer Facility operating cost increase cannot be postponed because the relocation must occur early in the development program. The fire station operating cost cannot be postponed because the protection is already needed for nearby communities. It is possible to reduce the community centre operating cost until the size of the community warrants operating the facility at full capacity.

It is important to keep in mind that the new facilities (fire station and community centre) will require ongoing capital maintenance (as with all District-owned facilities) that should be factored into future calculations of the District's asset levy. However, Cypress Village properties will pay this levy so there should not be an impact on other residents of the District.

5.0 Overall Conclusions

1. Some parcels of District-owned land in the Cypress Village area will be transferred to BPP. This does not have a material financial impact on the District, in that it is unlikely the District could realize any significant capital inflow from the sale of these lands to others. There is some possibility that the District will have to pay to remediate any contamination on these lands. The preliminary remediation cost estimate based on the Phase 1 ESA is in the range of \$180,000 to \$285,000 (estimate to be refined after the Phase 2 ESA is complete).
2. Some DCC Reserves and CAC Reserves are being allocated to projects associated with Cypress Village and the acquisition of the Eagleridge lands, but these funds were collected for the proposed purposes and are not currently earmarked for other specific capital projects.
3. The District may, at its discretion and cost, elect to increase the size and scope of the community centre and the fire station planned for Cypress Village if the District wants these facilities to serve a larger part of the DWV community or to accommodate more functions. These would not be impacts of Cypress Village, but they could potentially be additional capital expenditures that would have to be included in the District's capital budget planning.
4. The District may have to top up BPP's capital contribution for the construction of sports facilities on McGavin Field, depending on the facility design that the District approves. The District has discretion over the type of sports field facilities/improvements that will eventually be built.
5. Exhibit 14 (which is a repeat of Exhibit 5) summarizes the new short-term capital expenditures the District may make based on the agreements with BPP, which total about \$2.8 million during 2025 to 2027.

Exhibit 14: Summary of Anticipated DWV Capital Requirements

Year	DWV Capital Costs Due to CV	
	Capital Items	Estimated Cost (2023\$)
2022		
2023	Phase I ESA for existing Materials Transfer site	\$14,500
2024		
2025	Phase II ESA for existing Materials Transfer site	\$60,000
	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2026	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2027	Remediation of existing Materials Transfer site *	\$95,000
	Reconfiguration of upper compound at DWV works yard site and Materials Transfer Facility relocation	\$830,000
2028		
2029+		
Total		\$2,849,500

* assumes the high end of the remediation cost estimate to be conservative, spread over 3 years.

6. The District has elected to cost-share with BPP some infrastructure upgrades to serve other (existing) areas in West Vancouver, which creates a benefit to the District in the form of cost-savings that result from combining its requirements with BPP’s requirements for Cypress Village. These are not costs caused by Cypress Village but are included here to show that these are hard commitments that must be incorporated into the District’s capital planning. Exhibit 15 (which is a repeat of Exhibit 6) shows the cost-share amounts that the District must budget for over the next decade. The District should prepare a detailed cash flow plan to support decisions about utility rates and borrowing.

Exhibit 15: Summary of Other DWV Capital Costs

Other Related DWV Capital Expenditures		
Year	Capital Items	Estimated Cost (2023\$)
2022	New Westmount Pump Station and Reservoir *	\$1,000,000
2023	New 11th Street Pump Station **	\$5,000,000
2024	New 11th Street Pump Station	\$1,100,000
2025	Storm diversion	\$514,000
2026	Storm diversion	\$513,000
	Demolish existing 11th St Pump Station	\$147,000
2027	Storm diversion	\$513,000
	Storm intake and splitter	\$679,000
	Realignment of Cross Country watermain	\$479,000
	New Westmount Pump Station	\$8,648,000
	New Westmount Reservoir	\$13,810,000
2028	Storm diversion	\$513,000
2029	Storm diversion	\$513,000
	Demolish existing Westmount Pump Station	\$123,000
	Demolish existing Westmount Reservoir	\$283,000
2030	Realignment of Cross Country watermain	\$2,287,000
2031	Storm diversion	\$1,174,000
2032		
2033+	Realignment of Cross Country watermain	\$261,000
Total		\$37,557,000
*	Already budgeted for 2022 to cover design costs. Construction to be funded in 2027.	
**	2023 budget includes \$3.4M in District funding and \$1.6M in developer contributions. Balance assumed to be funded in 2024.	

7. Cypress Village is likely to have a net positive fiscal impact on the District's operating budget and is very unlikely to cause a negative impact. The most likely outcome is the generation of an annual surplus because property tax and other revenues flowing from Cypress Village are likely to be higher than the extra cost to the municipality of providing ongoing services to the new community. If Cypress Village operates at a “surplus” from the perspective of the District, this will affect future municipal budgeting in one of these ways: municipal property tax rates will be lower than they otherwise would be, or some municipal services can be expanded without having to increase taxes.
8. There is some financial risk. The operating costs of the new fire station, the new community centre, and the new Materials Transfer Facility are “fixed” (and inflating) costs because of the required timing of these facilities. If the pace of new residential development (and property tax growth) is less than has been

estimated, then there is a risk that operating costs will exceed revenues for some period. There are ways to mitigate this risk:

- a. To be conservative, the operating cost estimates used in this analysis were set to likely be on the high side. Costs can likely be reduced by careful future budgeting.
 - b. The municipality will have the discretion to tailor the level of staffing of the community centre and fire station to match the total service area population.
9. The main benefits to the West Vancouver community include:
- a. The acquisition of the BPP Eagleridge lands as a permanent asset for conservation and recreation.
 - b. Forest protection in Eagleridge and Cypress Village, which has considerable value as natural capital.
 - c. Better services for residents of Rodgers Creek and other nearby neighbourhoods, including the fire station, community centre, commercial centre, and Independent Transit Service.
 - d. Creation of an extensive network of pedestrian, cycling, and mountain biking pathways in Cypress Village will benefit all residents who use these recreation facilities.
 - e. Reduction in the capital cost of water and sewer works that the District must complete to meet the requirements of existing communities outside Cypress Village, by coordinating with the construction by BPP of works that serve Cypress Village.
 - f. For future civic facilities that serve the entire community of West Vancouver, lower cost per capita or per taxpayer if the costs are spread over a larger population.
 - g. Creation of a vibrant new place for West Vancouver residents to enjoy for recreation and entertainment.
 - h. Contribution to housing diversity in the form of a wide range of housing types, forms of home ownership that are more affordable than single detached dwellings, and a mix of market and below market rental housing. This housing diversity has social and economic value, as it helps West Vancouver attract and retain a broader range of families (that help maintain school occupancy) and workers in jobs that are important to community sustainability (such as first responders, teachers, health care workers, and retail and service workers).
10. Overall, the proposed new community of Cypress Village is likely to produce significant financial and other benefits to the municipal corporation and the taxpayers of West Vancouver. Cypress Village covers almost all of its own capital costs, with a few minor exceptions. The District will obtain the Eagleridge lands, enjoy cost savings on some capital projects that serve neighbourhoods near Cypress Village, obtain significant environmental and social benefits, and will likely receive net annual surplus revenue from the development.