

# AGENDA

## *SPECIAL MEETING OF COUNCIL*

**Wednesday, December 12, 2012**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER  
DISTRICT

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## SPECIAL MEETING OF COUNCIL

7:00 p.m.  
December 12, 2012  
Council Chamber, Municipal Hall,  
355 West Queens Road, North Vancouver

### AGENDA

#### BROADCAST OF MEETING

- Online at [www.dnv.org](http://www.dnv.org)

#### 1. REPORTS FROM COUNCIL OR STAFF

With the consent of Council, any member may request an item be added to the Consent Agenda to be approved without debate.

If a member of the public signs up to speak to an item, it shall be excluded from the Consent Agenda.

\*Staff suggestion for consent agenda.

*Recommendation:*

THAT items \_\_\_\_\_ be included in the Consent Agenda and be approved without debate.

- \* **1.1. Bylaw 7923: Fire Bylaw Amendment** **p. 9-14**  
**Bylaw 7925: Fees & Charges Bylaw Amendment**  
File No. 09.3900.01/000.000

*Recommendation:*

THAT "Fire Bylaw 7481, 2004, Amendment Bylaw 7923, 2012 (Amendment 5)" is ADOPTED.

THAT "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 7925, 2012 (Amendment 32)" is ADOPTED.

- \* **1.2. 2013 Utility Rates and Fees & Charges**  
File No.

*Materials will be circulated via agenda addendum.*

- \* **1.2.1. Bylaw 7960: Fees & Charges**  
File No.

*Materials will be circulated via agenda addendum.*

- \* **1.2.2. Bylaw 7971: Solid Waste Collection & Recycling Service Fees - 2013**  
File No. 11.5400.01

*Materials will be circulated via agenda addendum.*

- \* **1.2.3. Bylaw 7972: Sewer & Drainage User Charges and Sewer Connection Fees - 2013**  
File No. 05.1830.20/000.000

*Materials will be circulated via agenda addendum.*

- \* **1.2.4. Bylaw 7973: Water User Charges and Water Connection Fees - 2013**  
File No. 05.1830.20/000.000

*Materials will be circulated via agenda addendum.*

- \* **1.3. Bylaw 7974: Building Regulation Bylaw Amendment** **p. 25-27**  
File No. 09.3900.01/000.000

*Recommendation:*

THAT "Building Regulation Bylaw 7353, 2003, Amendment Bylaw 7974, 2012 (Amendment 12)" is ADOPTED.

- \* **1.4. Bylaw 7968: William Griffin Loan Authorization** **p. 29-31**  
File No. 09.3900.01/000.000

*Recommendation:*

THAT "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" is ADOPTED.

- \* **1.5. Seylynn Bylaws: 7955, 7953, 7956, 7957, and 7958**  
File No. 08.3060.20/052.12

*Materials will be circulated at meeting.*

- 1.6. Agreement for Services Between the District of North Vancouver and Tsleil-Waututh Nation** **p. 35-37**  
File No. 01.0470.60/001.000

*Recommendation:*

THAT the November 28, 2012 report of the Manager – Corporate Planning and Services, including the duly signed and executed *Tsleil-Waututh Nation and District of North Vancouver Agreement for Services, January 1, 2010 – December 31, 2014*, be received for information.

**1.7. Turning Point Bylaw**  
File No. 01.0115.30/002.000

*Materials will be circulated via agenda addendum.*

**1.8. Lynn Valley Town Centre Presentation**  
File No.

Presentation: Susan Haid, Manager – Sustainable Community Development

*Materials will be circulated via agenda addendum.*

**2. ADJOURNMENT**

*Recommendation:*

THAT the December 12, 2012 Special Meeting of Council for the District of North Vancouver be adjourned.

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## REPORTS

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Dept.  
Manager

\_\_\_\_\_  
Director

  
SAO

## The District of North Vancouver REPORT TO COUNCIL

November 27, 2012  
File: 09.3900.01/000.000

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** **Bylaw 7923: Fire Bylaw Amendment**  
**Bylaw 7925: Fees and Charges Bylaw Amendment**

### RECOMMENDATION:

THAT "Fire Bylaw 7481, 2004, Amendment Bylaw 7923, 2012 (Amendment 5)" is ADOPTED.

THAT "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 7925, 2012 (Amendment 32)" is ADOPTED.


### BACKGROUND:

Bylaws 7923 and 7925 received FIRST, SECOND, and THIRD reading on November 5, 2012 and are now ready to be considered for adoption by Council.

### Options:

1. Adopt the bylaws;
2. Abandon the bylaws at 3<sup>rd</sup> reading; or,
3. Rescind 3<sup>rd</sup> reading and debate possible amendments to the bylaws.

Respectfully submitted,

  
James Gordon  
Municipal Clerk

### Attachments:

1. Fire Bylaw 7481, 2004, Amendment Bylaw 7923, 2012 (Amendment 5)
2. Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 7925, 2012 (Amendment 32)

# The Corporation of the District of North Vancouver

## Bylaw 7923

A bylaw to amend Fire Bylaw 7481, 2004

---

The Council for The Corporation of the District of North Vancouver enacts as follows:

### 1. Citation

This bylaw may be cited as “Fire Bylaw 7481, 2004, Amendment Bylaw 7923, 2012 (Amendment 5)”.

### 2. Amendments

The Fire Bylaw is amended as follows:

- a) Section 8(c) is amended by deleting it in its entirety and replacing it with a new section 8(c) as follows:

“8(c) the applicant has paid the Fire Chief the Permit fee as prescribed in Schedule “I” of the District of North Vancouver Fees and Charges Bylaw 6481.”

- b) Section 13(c) is amended by deleting “CAN/ULC-S31” and replacing it with “CAN/ULC-S531”.

- c) Section 22, *Fire Safety Plan Requirements*, is amended by deleting it in its entirety and replacing it with a new section 22, *Fire Safety Plan Requirements*, as follows:

#### “22. Fire Safety Plan Requirements

All buildings, sites, storage areas or other areas as required by the B.C. Fire Code section 2.8 Emergency Planning must have a fire safety plan (“**Fire Safety Plan**”). Fire prevention measures within a **Fire Safety Plan** must conform to the B.C. Fire Code section 2.8.2 and must be produced and submitted to the **Fire Inspector** for approval. All **Fire Safety Plans** must be submitted in a form and diagram template acceptable to the **Fire Chief**. All owners and **Occupiers** of premises where a **Fire Safety Plan** is required must review their **Fire Safety Plans** annually and submit updated plans to the **Fire Department** and District Fire Protection Services for review. The fee charged for the review of the **Fire Safety Plan** is prescribed in Schedule “I” of the District of North Vancouver Fees and Charges Bylaw 6481. Should owners and Occupiers not need to update their **Fire Safety Plan**, they

must so notify the **Fire Department**. Failure to submit a **Fire Safety Plan** will result in the issuance of a **Municipal Ticket**.”

- d) Section 72, *Information Requests*, is amended by deleting it in its entirety and replacing it with a new section 72, *Information Requests*, as follows:

**“72. Information Requests**

The Fire Chief is authorized to charge a fee, as prescribed in Schedule “I” of the District of North Vancouver Fees and Charges Bylaw 6481, in conjunction with the provision to any person of any information or documents.”

- e) Section 75(d) is amended by deleting it in its entirety and replacing it with a new section 72, *Information Requests*, as follows:

“75(d) may alter the inspection schedules from time to time based on, but not limited to, the following criteria:

- past history of violations;
- occupancy type;
- hazard rating; and,
- area vulnerability.”

- f) Sections 75(e) and (f) are deleted in their entirety.

- g) Section 76, *Compliance with Inspection Schedule and Payment of Fees*, is amended by deleting it in its entirety and replacing it with a new section 76, *Compliance with Inspection Schedule*, as follows:

**“76. Compliance with Inspection Schedule**

All owners and occupiers of buildings or premises in the District will cooperate fully with the Fire Department in connection with the completion of scheduled inspections.”

- h) Schedule “B”, *Permit Fees*, is deleted in its entirety.

- i) Schedule “G”, *Fees for Scheduled Inspections*, is deleted in its entirety.

**READ** a first time this the 5<sup>th</sup> day of November, 2012.

**READ** a second time this the 5<sup>th</sup> day of November, 2012.

**READ** a third time this the 5<sup>th</sup> day of November, 2012.

**ADOPTED** this the.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**The Corporation of the District of North Vancouver**

**Bylaw 7925**

A bylaw to amend Fees and Charges Bylaw 6481, 1992

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The Council for The Corporation of the District of North Vancouver enacts as follows:

**1. Citation**

This bylaw may be cited as "Fees and Charges Bylaw 6481, 1992, Amendment Bylaw 7925, 2012 (Amendment 32)".

**2. Amendments**

The Fees and Charges Bylaw 6481, 1992 is amended as follows:

- a) Schedule "I", *Fire Department Search Fee*, is amended by deleting it in its entirety and replacing it with a new Schedule "I", *Fire Department Fees*, as shown in Schedule "1" of this bylaw.

**READ** a first time this the 5<sup>th</sup> day of November, 2012.

**READ** a second time this the 5<sup>th</sup> day of November, 2012.

**READ** a third time this the 5<sup>th</sup> day of November, 2012.

**ADOPTED** this the

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule "1" to Bylaw 7925

### Schedule I

#### FIRE DEPARTMENT FEES

##### A. GENERAL FEES

Item	Fee
Provision to any person of any information or documents	\$150.00
Fire Safety Plan:	
➤ Review of new Fire Safety Plans	\$150.00
➤ Annual review of existing Fire Safety Plans	\$51.00
Develop a Pre-Fire Plan	\$765.00
Review Pre-Fire Plan	\$105.00
Charge if submitted fire plan drawings are not in format acceptable to DNV	\$310.00

##### B. PERMIT FEES

The fees hereinafter specified must be paid to the District by all applicants for any Permit required by this Bylaw, or under the Fire Code adopted by this Bylaw, or by the regulations passed pursuant to the provisions of the Fire Services Act, as amended from time to time, and for inspection of any work or thing for which the said Permit is required:

a) For any installation of gasoline tanks, oil tanks, diesel tanks and dispensing pumps:

Item	Fee
2,300 L (500 I.G.)	\$15.00
2,301-4,600 L (501-1,000 I.G.)	\$20.00
4,601-23,000 L (1,001-5,000 I.G.)	\$30.00
23,001-46,000 L (5,001-10,000 I.G.)	\$40.00
46,001-115,000 L (10,001-25,000 I.G.)	\$60.00
115,001-230,000 L (25,001-50,000 I.G.)	\$100.00
230,001-460,000 L (50,001-100,000 I.G.)	\$150.00
460,001-920,000 L (100,001-200,000 I.G.)	\$200.00
920,001-2,300,000 L (200,001-500,000 I.G.)	\$250.00
Each dispensing pump	\$10.00

b) Inspections and installation of domestic and commercial oil burners:

Item	Fee
Each domestic installation	\$5.00
Each commercial installation	\$10.00

Amended by: (7426 7446 7581 7740 7871 7917 )

**2013 Utility Rates and Fees & Charges**

Material will be circulated via agenda addendum.

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**Bylaw 7960: Fees & Charges**

Material will be circulated via agenda addendum.

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**Bylaw 7971: Solid Waste Collection & Recycling Service Fees - 2013**

Material will be circulated via agenda addendum.

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**Bylaw 7972: Sewer & Drainage User Charges and Sewer Connection Fees - 2013**

Material will be circulated via agenda addendum.

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**Bylaw 7973: Water User Charges and Water Connection Fees - 2013**

Material will be circulated via agenda addendum.

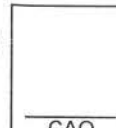
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 Dept.  
Manager

  
 Director

  
 CAO

## The District of North Vancouver REPORT TO COUNCIL

November 27, 2012  
File: 09.3900.01/000.000

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** Bylaw 7974: Building Regulation Bylaw Amendment

### RECOMMENDATION:

THAT "Building Regulation Bylaw 7353, 2003, Amendment Bylaw 7974, 2012 (Amendment 12)" is ADOPTED.

### BACKGROUND:

Bylaw 7974 received FIRST, SECOND, and THIRD readings on December 10, 2012 and is now ready to be considered for adoption by Council.

### Options:

1. Adopt the bylaw;
2. Abandon the bylaw at 3<sup>rd</sup> reading; or,
3. Rescind 3<sup>rd</sup> reading and debate possible amendments to the bylaw.

Respectfully submitted,

  
 James Gordon  
Municipal Clerk

Attachment: Building Regulation Bylaw 7353, 2003, Amendment Bylaw 7974, 2012  
(Amendment 12)

**The Corporation of the District of North Vancouver**

**Bylaw 7974**

A bylaw to amend Building Regulation Bylaw 7353, 2003

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The Council for The Corporation of the District of North Vancouver enacts as follows:

**1. Citation**

This bylaw may be cited as "Building Regulation Bylaw 7353, 2003, Amendment Bylaw 7974, 2012 (Amendment 12)".

**2. Amendments**

Building Regulation Bylaw 7353 is amended as follows:

- a) By deleting Schedule C, Value of Work, in its entirety and replacing it with a new Schedule C, Value of Work, attached to this Bylaw as Schedule 1.

**3. Effective Date**

This bylaw comes into force and takes effect January 1, 2013.

**READ** a first time the 10<sup>th</sup> day of December 2012.

**READ** a second time the 10<sup>th</sup> day of December 2012.

**READ** a third time the 10<sup>th</sup> day of December 2012.

**ADOPTED** this the of

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Mayor

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Municipal Clerk

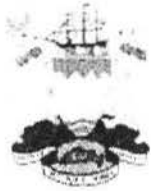
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Municipal Clerk

## Schedule 1 to Bylaw 7974

### Schedule C



District of North Vancouver  
355 West Queens Rd  
North Vancouver, BC V7N 4N5  
Tel 604-990-2480 Fax 604-984-9683 email [building@dnv.org](mailto:building@dnv.org)

### Schedule C Value of Work

#### Residential

Construction	\$/Sq.M	\$/Sq.Ft.
Crawlspace	322.80	30.00
Unfinished Basement	645.00	60.00
Main Floor	1506.40	140.00
Upper Floor	1345.00	125.00
Additional Floors	1345.00	125.00
Basement or space finishing	484.20	45.00
Basement with secondary suite	591.80	55.00
Additions	120.00%	120.00%
Garages	591.80	55.00
Carports	322.80	30.00
Verandas/Covered decks	430.40	40.00
Sundeck	322.80	30.00
Carport infill to create garage	269.00	25.00
Garage/carport infill to create living area	376.60	35.00
Sundeck enclosure to create living area	699.40	65.00
Detached Garages	753.50	70.00

Demolition minor (less than or equal to 100 m<sup>2</sup>)

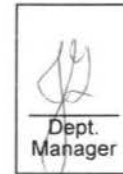
\$5000.00

Demolition major (greater than 100 m<sup>2</sup>)

\$10,000.00

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## The District of North Vancouver REPORT TO COUNCIL

November 29, 2012  
File: 09.3900.01/000.000

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** Bylaw 7968: William Griffin Loan Authorization

### RECOMMENDATION:

THAT "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" is ADOPTED.

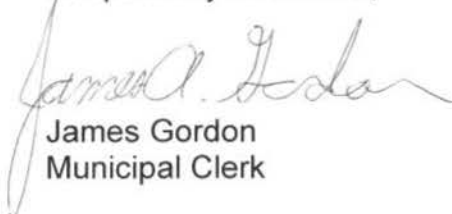
### BACKGROUND:

The "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" received FIRST, SECOND, and THIRD readings on the October 29, 2012. The Bylaw received approval from the Inspector of Municipalities on November 28, 2012 and is now ready to be considered for adoption by Council.

### OPTIONS:

1. Adopt the bylaw;
2. Abandon the bylaw at 3<sup>rd</sup> reading; or,
3. Rescind 3<sup>rd</sup> reading and debate possible amendments to the bylaw.

Respectfully submitted,



James Gordon  
Municipal Clerk

Attachment: William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012

## **The Corporation of the District of North Vancouver**

### **Bylaw 7968**

A bylaw to authorize borrowing for the construction of a new William Griffin Community Recreation Centre

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**WHEREAS** it is deemed desirable and expedient to construct a new William Griffin Community Recreation Centre;

**AND WHEREAS** the estimated cost of constructing a new William Griffin Community Recreation Centre is \$49,000,000 including debt issuing costs and interest during construction;

**AND WHEREAS** the total sum of \$28,000,000 is the amount of debt intended to be borrowed by this bylaw for constructing a new William Griffin Community Recreation Centre;

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

#### **1. Citation**

This bylaw may be cited as "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012".

#### **2. General**

2.1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the construction of a new William Griffin Community Recreation Centre and to do all things necessary in connection there with and without limiting the generality of the foregoing:

- a) To borrow upon the credit of the Municipality a sum not exceeding \$28,000,000; and,
- b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with expansion of the William Griffin Community Recreation Centre.

2.2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 30 years.

**READ** a first time this the 29<sup>th</sup> day or October, 2012.

**READ** a second time this the 29<sup>th</sup> day or October, 2012.

**READ** a third time this the 29<sup>th</sup> day or October, 2012.

Certified a true copy of "William Griffin Community Recreation Centre Loan Authorization Bylaw 7968, 2012" as at Third Reading.

\_\_\_\_\_  
Municipal Clerk

**RECEIVED** the approval of the Inspector of Municipalities this the 28<sup>th</sup> day of November, 2012

Note: Approval of the Electors not required pursuant to s.7 of BC Reg. 254/2004

**ADOPTED** this the

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

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**Seylynn Bylaws: 7955, 7953, 7956, 7957, and 7958**

Material will be circulated at meeting.

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\_\_\_\_\_  
Dept.  
Manager

\_\_\_\_\_  
Director

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CAO

## The District of North Vancouver REPORT TO COUNCIL

November 28, 2012  
File: 01.0470.60/001.000  
Tracking Number: RCA -

**AUTHOR:** Charlene Grant, Manager, Corporate Planning and Services

**SUBJECT:** **Agreement for Services Between the District of North Vancouver and Tsleil-Waututh Nation**

### RECOMMENDATION:

That this report, including the duly signed and executed *Tsleil-Waututh Nation and District of North Vancouver Agreement for Services, January 1, 2010 – December 31, 2014*, be received for information at the December 12, 2012 Regular Meeting of Council.

### REASON FOR REPORT:

This report provides the *Tsleil-Waututh Nation and District of North Vancouver Agreement for Services, January 1, 2010 – December 31, 2014* (the Agreement) authorized by Council at the closed meeting of November 26, 2012. (Attachment 1)

### SUMMARY:

The attached Agreement provides the terms by which municipal utility and non-utility services will be provided by the District of North Vancouver (DNV) to Tsleil-Waututh Nation (TWN) and the fees that will be paid by TWN in return. It addresses potential future changes in scope of services, development thresholds and off-site charges. It also includes essential terms concerning such items as public works operations and maintenance, monitoring, review and dispute resolution. Table1 provides an overview.

### BACKGROUND:

The previous Reserve Servicing Agreement expired December 31, 2009. Service delivery and payment for services have continued uninterrupted through a series of extension agreements. Negotiations leading to the current Agreement were undeniably protracted, but compelled meaningful dialogue and produced substantive collaborative work regarding governance and financial systems, service descriptions and delivery levels, utilities systems, full costing and pricing models.

**SUBJECT: Agreement for Services Between the District of North Vancouver and Tsleil-Waututh Nation**

November 28, 2012

Page 2

**ANALYSIS:**

**Table 1 - Agreement Overview**

Term of Agreement	Description
<b>Term</b>	January 1, 2010 – December 31, 2014
<b>Scope of Services</b>	Non-Utility (Municipal) Services <ul style="list-style-type: none"><li>Includes all categories of District services</li></ul> Utility Services <ul style="list-style-type: none"><li>Includes: solid waste, recycling, water, sewer and drainage</li></ul>
<b>Pricing</b>	Non-Utility (Municipal) Services <ul style="list-style-type: none"><li>Full costing based on DNV Tax Rates per thousand of assessed value applied to units on reserve. For TWN member units not on the roll, an average assessed value for on-reserve Multi Family units is applied</li><li>Baseline used 2011 full cost budget data to develop the methodology then applied to agreement term (2010 – 2014)</li><li>Credits are applied by service category to recognize TWN providing duplicate or unique service. Rationale and calculations set out in Appendix A, Appendix A1 and Appendix B1</li></ul> Utility Services <ul style="list-style-type: none"><li>Costs for each utility are calculated based on DNV utility rates and the number of TWN units in each customer class, less capital credits based on TWN's proportion of the total system network and GVS&amp;DD credit for TWN members.</li><li>Detailed calculations provided in Appendices C2 and C3 reflect in-depth collaborative analysis by DNV and TWN</li></ul> Total Net Services Cost includes Non-Utility Services + Utility Services and is set out in Appendix B1
	Retroactive Payments <ul style="list-style-type: none"><li>\$450,000 over and above payments already received for 2010 and 2011. Reflects analysis of services operations and maintenance history, capital contributions by both parties and separate utilities system usage</li></ul>
<b>Changes In Scope of Services</b>	<ul style="list-style-type: none"><li>Any future changes to operations and maintenance responsibilities requires resolution of any DNV or Metro risk and liability concerns and an amendment to the Agreement</li></ul>
<b>Public Works Operations</b>	<ul style="list-style-type: none"><li>Includes daily operational responsibilities, standard of infrastructure management, authority to enter</li></ul>
<b>Bylaws</b>	<ul style="list-style-type: none"><li>Bylaws are required to be in place to enable delivery of the services</li></ul>
<b>Liability and Future Risk Allocation</b>	<ul style="list-style-type: none"><li>Any amendments or future replacement of the Agreement must be preceded by negotiations to allocate risk, liability and provide indemnities</li></ul>
<b>Development Threshold &amp; Off-Site Charges</b>	<ul style="list-style-type: none"><li>Development Threshold for term set at Destiny Phase 1 and Destiny Phase 2, with no off-site charges applied</li><li>Required to establish a process for determining future development threshold and related off-site charges before future development can occur</li></ul>
<b>Monitoring and Review</b>	<ul style="list-style-type: none"><li>Services Agreement Monitoring Committee is established to facilitate implementation and to initiate review within the first year to assess potential amendments regarding development threshold, off-site charges, per capita pricing and transfer of operations and maintenance, potential for longer term, among other things</li></ul>
<b>Dispute Resolution</b>	<ul style="list-style-type: none"><li>A progressive protocol is proposed, beginning with referral to the Services Agreement Monitoring Committee, through mediation to binding arbitration</li></ul>



**SUBJECT: Agreement for Services Between the District of North Vancouver and  
Tsleil-Waututh Nation**

November 28, 2012

Page 3

**Financial Impacts:**

The Agreement establishes a rational methodology for pricing both non-utility and utility services. Using 2011 as the reference year, the charges for non-utility (municipal) services are determined on a taxation-assessment basis, and then adjusted by jointly determined percentage credits for duplicate or unique services provided by TWN. Utilities pricing considered all elements of the water and sewer systems (drainage is a separate, unconnected system) to determine capital credits on a network basis. Utility rates are then applied to unit counts to recover 100% of the utility service costs. Together, the non-utility and utility charges comprise the total net services cost, which for services in 2012 is \$1,287,492. Under the 2005-2009 Reserve Servicing Agreement, the total cost for 2012 services was \$828,958, which TWN has already remitted. Therefore, a balancing payment of \$458,534, plus the first of three retroactive payments of \$150,000 is due to DNV in 2012. Costs for 2013 and 2014 will be determined with the same methodology, using applicable rates determined in each of those years.

**Concurrence:**

Engineering and Finance staff participated fully in the development of the Agreement. The Municipal Solicitor reviewed the Agreement to prior to Council's consideration and authorization at the closed meeting of November 26, 2012.



Charlene Grant, Manager, Corporate Planning and Services

Attachment 1: *Tsleil-Waututh Nation and District of North Vancouver Agreement for Services, January 1, 2010  
– December 31, 2014, November 30, 2012*

<b>REVIEWED WITH:</b> <input type="checkbox"/> Sustainable Community Development <input type="checkbox"/> Development Services <input type="checkbox"/> Utilities <input type="checkbox"/> Engineering Operations <input type="checkbox"/> Parks & Environment <input type="checkbox"/> Economic Development	<b>REVIEWED WITH:</b> <input type="checkbox"/> Clerk's Office <input type="checkbox"/> Corporate Services <input type="checkbox"/> Communications <input type="checkbox"/> Finance <input type="checkbox"/> Fire Services <input type="checkbox"/> Human resources <input type="checkbox"/> ITS <input type="checkbox"/> Solicitor <input type="checkbox"/> GIS	<b>REVIEWED WITH:</b> External Agencies: <input type="checkbox"/> Library Board <input type="checkbox"/> NS Health <input type="checkbox"/> RCMP <input type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____	<b>REVIEWED WITH:</b> Advisory Committees: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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Tsleil-Waututh Nation and District of North Vancouver  
Agreement for Services January 1, 2010 – December 31, 2014

Between

The District of North Vancouver

And

The Tsleil-Waututh Nation

November 30, 2012

The Tsleil-Waututh Nation ("TWN") and the District of North Vancouver ("DNV") have agreed to enter into this Agreement for Services (the "Agreement") as authorized by the Councils of both the Tsleil-Waututh Nation and the District of North Vancouver.

The Agreement terms have been negotiated on a government-to-government basis. As such, extensive dialogue and information-sharing has been undertaken in a fair, honourable, respectful and transparent manner. Historical perspectives have been shared. The District acknowledges that the Tsleil-Waututh Nation has a distinct language, culture, history and identity and has used and occupied the lands within its traditional territory for thousands of years. The Tsleil-Waututh Nation acknowledges many people now live on these lands and the District has responsibilities towards these people within their boundaries. The District and the Tsleil-Waututh believe that the agreed terms are fair to both sides and create greater certainty for both governments in exercising their responsibilities to protect the rights and interests of their residents.

The parties agree to the following terms and principles:

Term

1. Both parties intend that services will be provided for the long term and will work towards an 'evergreen' approach, such as renewable five year terms, in the next servicing agreement in 2015.

In the meantime, this agreement will be for a term of 5 years retroactively starting on January 1, 2010 and ending on December 31, 2014 (the "Term").

The Services

2. The utility and non-utility services to be provided by the DNV under this Agreement will be for the area described as Burrard Inlet Indian Reserve No. 3 (the "Reserve").
3. The utility and non-utility services to be provided by the DNV under the Agreement are those Services listed in Appendix A1 for which there is not a 100% credit (the "Services").

4. As a general principle, and except as otherwise agreed, the DNV shall provide the Services to TWN in the same manner, and subject to the same conditions, limitations, restrictions and prioritization as applicable to the provision of the Services to land and persons in the DNV generally.

#### Pricing

5. To resolve financial claims among the parties, the TWN will pay the DNV \$450,000 over and above the payments already made by the TWN to DNV for services provided in 2010 and 2011. This \$450,000 will be paid in 3 equal annual instalments in each of 2012, 2013 and 2014. No interest will accrue to the benefit of DNV on these amounts. This \$450,000 represents the balance of the annual net services costs for TWN Utility Costs and TWN Non-utility Costs for 2010 and 2011 calculated in accordance with Appendices A, A1, B1, B2 and B3.

6. The DNV and the TWN will pursue repayment from the Greater Vancouver Sewerage and Drainage District for past payments related to discharges from TWN Member housing and will share equally any receivable forthcoming.

7. For the calendar years set out below, the TWN will pay to the DNV annual net services costs as follows, subject to possible adjustment as set out in section 8 below:

- (a) For 2012, the annual net services costs for Utility and Non-Utility Services are set out in Appendix B1 and will be payable upon execution and delivery of this Agreement, noting that:
  - i. The TWN Utility Costs and Utility Credits for Services provided in 2011 are set out in Appendices B2 and B3;
  - ii. The TWN Non-Utility Costs and TWN Services and Administration Credits for each year are based on the percentages set out in Appendix A1; and
  - iii. In Appendix B1, the TWN Utility Costs and Utility Credits for 2010 and 2012 are calculated on the same basis as for 2011 (set out in Appendices B2 and B3) and using the applicable DNV utility rates, TWN unit counts and credits for those years;
- (b) For each of 2013 and 2014, the annual net services costs will be payable on July 31 of each year and will be calculated in the same manner as was used in Appendices B1, B2 and B3 in accordance with the following formula:

$\sum(\text{the Non-Utility Services Cost for each Non-utility Service minus the TWN Services and Administration Credits for that Non-Utility Service}) + \sum(\text{the Utility Services Cost for each Utility Service minus the TWN Utility Credit for that Utility Service});$

- 8. Member housing units are not included in the BC Assessment Roll. Therefore, the non-utility costs in Appendix B1 are based on a notional average assessed value for member housing



units equal to the average assessed value established by the BC Assessment Roll for the multi-family housing units on the Reserve.

The DNV and TWN agree to seek input from the BC Assessment Authority regarding the Member housing units. If the BC Assessment Authority provides input that establishes to the satisfaction of both the TWN and the DNV that Member housing assessments should be less than currently assumed, then the costs for non-utility services under section 7 will be adjusted downward accordingly.

#### Changes in Scope of Services

9. Should the TWN elect to begin delivering recycling and solid waste services on the Reserve itself, the DNV's solid waste services and related charges to TWN will cease.

10. Should the TWN elect to begin operating and maintaining its water, sewerage, drainage or transportation infrastructure on the Reserve, the DNV and the TWN will work in conjunction with Metro Vancouver (GVS&DD/GVWD) to assess and appropriately allocate any related liabilities and risks. Prior to taking over responsibility for operating and maintaining water, sewerage, drainage and transportation infrastructure on the Reserve, this Agreement will be amended to reflect the change in responsibility and pricing, and to allocate liabilities and risks as established by the process described under this section 10.

11. When the TWN starts operating and maintaining (O&M) its water, sewerage and drainage and/or transportation infrastructure on the Reserve itself, the DNV will cease to provide and charge for these O&M services. DNV and TWN may agree that certain specific services, such as emergency repair, continue to be provided to TWN by DNV, and these services and related pricing will be included in an amended agreement. This approach is intended to be flexible and progressive and will accommodate changes on a utility by utility basis.

#### Public Works Operations

12. An operational plan in support of this Agreement will be kept up to date and will set out the day to day operational and administrative roles, responsibilities, activities and contacts of both DNV and TWN for delivering utility and public works services.

13. The TWN shall, within 30 days of receipt of an invoice from the DNV, reimburse the DNV for all costs incurred by the DNV in respect of the design, construction and installation of infrastructure connections.

14. The TWN and the DNV agree to use Prudent Infrastructure Management Practices in planning, designing, constructing, operating and maintaining all Public Works Infrastructure.

For the purposes of this Agreement, Prudent Infrastructure Management Practices means:

"Planning, design, construction, operations and maintenance practices and standards that are commonly recognised as good industry practice by Aboriginal Affairs and Northern Development Canada and Municipalities throughout Canada."

## Bylaws

15. The TWN will enact such laws or bylaws, make such appointments under any such laws or bylaws, and take such other measures as are required to enable the DNV to provide the Services in accordance with this Agreement.

## Future Risk Allocation

16. The TWN and the DNV agree that prior to the extension or renewal of this Agreement and prior to entering into a new replacement agreement, TWN and the DNV will negotiate provisions to appropriately allocate risk and liability in relation to each party's responsibilities, including appropriate indemnities.

## Limitation of Liability

17. This Agreement does not place any greater liability on the DNV to the TWN than the liability which exists in law between the DNV and a property owner elsewhere in the District of North Vancouver.

## Development Threshold and Off-site Charges

18. The Services will be provided to development currently existing on the Reserve as of November 30, 2012, and to Destiny Phase 1 and Destiny Phase 2 at Raven Woods. No off-site charges will be levied by the DNV for these developments.

19. DNV acknowledges the jurisdiction of TWN including jurisdiction in relation to the determination of the need for development on Reserve lands. TWN accepts that future development on the Reserve may exceed the capacity of off-site DNV services and that in such cases, reasonable charges for providing off-site capacity may need to be negotiated and agreed upon with the DNV. Reasonable off-site charges may or may not include all or a portion of equivalent DNV development cost charges and community amenities charges.

20. The parties commit to consult with each other by December 31, 2012 on a process to determine a future development threshold and related off-site costs. For example, the process will identify and assess service and infrastructure capacity requirements, and restrictions and limitations within the context of planned or proposed development identified by DNV and TWN. Any mutually agreed development threshold and process for identifying related off-site costs will require an amendment to this Agreement.

## Monitoring and Review

21. The parties will establish a Services Monitoring Committee to:

- (a) facilitate implementation of the Agreement to mitigate potential service disruptions;
- (b) review changes in service needs, capacity or delivery;

- (c) recommend amendments to this Agreement; and
- (d) initiate review of the Agreement to assess, among other things, potential amendments related to the development threshold, off-site charges, additional information on per capita pricing models, transfer of operations and maintenance responsibilities, and a process for negotiating the renewal or extension of the Agreement in advance of December 31, 2014.

22. The Services Monitoring Committee will comprise the DNV CAO and TWN CAO, or their designates, the DNV General Manager, Engineering or their designate and the TWN Director of Public Works or their designate.

23. In addition to meetings of the Services Monitoring Committee, the parties will arrange periodic government to government meetings between the parties' Councils to review and discuss any issues of concern.

#### Authority to Enter Reserve Land

24. The DNV may enter the Reserve for the purpose of the provision of the Services pursuant to this Agreement and, except in the case of emergency, will provide at least 24 hours' notice and will consult with the TWN prior to such entry to ascertain acceptable and convenient times for such purposes.

#### Dispute Resolution

25. The DNV and TWN commit to a proactive and progressive approach to dispute resolution. If the DNV and TWN are unable to agree to the interpretation or application of any part of this Agreement, or are unable to resolve any other issue related to this Agreement through good faith dialogue between members of the Services Monitoring Committee, the following process will be initiated:

- (a) the initiating party will provide written notice to the other party ;
- (b) diligent, good faith measures will be undertaken to negotiate an acceptable resolution to the dispute;
- (c) if the foregoing is unsuccessful within 60 days of the written notice, the parties may request the assistance of a skilled mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by either party, failing which the mediator will be appointed by the BC International Commercial Arbitration Centre (BCIACAC) and unless agreed otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator;
- (d) if the parties are unable to resolve the dispute under 24 (c), the parties agree to refer the matter to a single arbitrator under the Shorter Rules of the Commercial Arbitration Act or any successor legislation and to accept the arbitration ruling as final and binding. If the parties are unable to agree on a single arbitrator within 60 days following the end of

mediations, the BCICAC will appoint an arbitrator. The arbitration will follow the rules of the Commercial Arbitration Act unless the parties agree otherwise;

- (e) unless otherwise agreed by the parties or ordered by an arbitrator, each party will pay an equal share of the costs for the dispute resolution process; and
- (f) no party will terminate this agreement during any attempt to resolve issues through the dispute resolution process set out in this part.

#### Termination

26. The parties may terminate this Agreement by mutual written agreement.

27. If this Agreement is terminated or comes to an end, there will be a reconciliation and final adjustment of payments calculated up to the date of termination.

#### Aboriginal Rights and Title

28. This Agreement is without prejudice to TWN's aboriginal rights and title and does not define, deny, abrogate, derogate from or in any way alter, suspend or affect these rights. Except as specifically provided, this Agreement shall not be construed so as to prejudice or in any way affect TWN's interest in and over the Reserve or provide, in any manner, DNV with any jurisdiction it otherwise does not have over the Reserve.

THE PARTIES have executed this Agreement in Principle the day and year first above written.

DISTRICT OF NORTH VANCOUVER

by its authorized signatories:



Mayor Richard Walton



Municipal Clerk –

TSLEIL-WAUTUTH NATION

by its authorized signatories:

A handwritten signature in cursive script that reads "Chief Justin George".

Chief Justin George

A handwritten signature in cursive script that reads "Dale Komanchuk".

Dale Komanchuk

## Appendix A: Services and Considerations

*Pricing Approach:* Discussions to determine the scope of services to be provided by DNV to TWN, and the price to be paid by TWN in return, were, in the view of the DNV, based on the ‘full basket of services’ principle.

The *Net Services Cost* arrived at by the parties includes both non-utility (municipal) services and utility services, as well as applicable credits reflecting duplicate or unique services provided by TWN, as described further in this Appendix A, Appendix A1 and in Appendices B1, B2 and B3.

*Non-Utility Services:* Through a collaborative process, TWN and DNV examined the scope and costs of services provided by both the DNV and TWN. Both parties agree that the costs of delivering services should provide the basis for pricing, in order to achieve transparency, accountability and to address concerns of fairness and subsidy. TWN considers population an appropriate basis for allocating service cost and has used this approach to rationalize the fairness of services charges under this Agreement. The DNV may consider a population-based approach to charges if proven over the long term; however at this time, it is agreed that the taxation/assessment approach will be applied to billing the costs for non-utility services in this Agreement.

Using 2011 as a reference year, and reflecting a joint analysis of the services provided by both parties, a percentage credit to TWN’s assessment-based cost – the *Tsleil-Waututh Services and Administration Credit* – has been determined based on the considerations outlined in Table A1.

*Utility Services:* Adopting a ‘network’ perspective, TWN and DNV examined all elements of the water and sewer systems, including physical infrastructure, rates, operating and capital costs, and determined pricing for water and sewer as detailed in Appendix B2 and Appendix B3. Utilities credits relate to network capital credits and utility rates are applied to recover 100% of the utility service costs.

## Appendix A1: Service Considerations

<b><u>Non-Utility Services</u></b>	<b>Rationale</b>	<b>Credit</b>
Arts & Culture	Recognizes unique TWN programming and contribution to cultural life for all residents	100%
Economic Services	Programming and services are entirely separate, without cross-benefit or cost sharing	100%
Environmental	Recognizes that DNV and TWN both have significant commitments to environmental programming, with each providing unique environmental services	100%
Governance	Each governance system is wholly the responsibility of the respective government	100%
Land Use Planning	TWN and DNV have independent land use management programs and duplicate services	100%
Library	TWN provides no library services	0%
Parks & Open Space	DNV recognizes services provided by TWN in respect of the Reserve, Cates Park and Indian Arm and TWN recognizes the value of DNV Parks programming	75%
Protective – Fire	TWN does not provide fire services	0%
Protective – General	Recognizes that animal welfare, bylaw and area specific hazards programs do not apply to TWN	100%
Protective – Police	Recognizes TWN position that policing on Reserve is a federal/provincial responsibility and that the Province provides police resources to the detachment, which is responsible for providing service within the municipal boundaries. The arrangements are under review to determine if any changes are required when this agreement expires	100%
Recreation	TWN recognizes the value of Member and Non-Member access to DNV recreation facilities and DNV recognizes the current extent of TWN recreation programming, which is expected to change over time	25%
Transportation	Reflects allocation of 'network' costs based on key road types	48%
Other	Unallocated costs to be adjusted within full cost system in future	100%
<i>See rates and detailed calculations in Appendix B2 and Appendix B3</i>		
<b><u>Utility Services</u></b>		
Water	Appendix B2 – reflects network based credit for capital replacement by TWN	
Sewer & Drainage	Appendix B3 – reflects TWN 'stand-alone' systems	
Solid Waste	No credit applicable	
Recycling	No credit applicable	

## Appendix B1: Net Services Cost

	Services Cost					Credit <sup>(1)</sup>	Adjusted Services Cost to TWN <sup>(4)</sup>					Total
	2010	2011	2012	2013	2014		2010	2011	2012	2013	2014	
<b>Non-Utility Services <sup>(1,2,3)</sup></b>												
Arts & Culture	\$ 15,614	\$ 17,874	\$ 17,486			100%	\$ -	\$ -	\$ -			\$ -
Economic Services	(4,723)	(5,407)	(5,290)			100%	-	-	-			-
Environmental	3,451	3,950	3,864			100%	-	-	-			-
Governance	17,117	19,594	19,169			100%	-	-	-			-
Land Use Planning	22,220	25,436	24,885			100%	-	-	-			-
Library	78,652	90,034	88,083			0%	78,652	90,034	88,083	"to be determined per note 6 and definition of Net Services Cost"		256,769
Parks & Open Space	68,591	78,517	76,816			70%	20,577	23,555	23,045			67,177
Protective - General	53,451	61,187	59,860			100%	-	-	-			-
Protective - Fire	203,961	233,478	228,417			0%	203,961	233,478	228,417			665,856
Protective - Police <sup>(5)</sup>	163,378	187,021	182,967			100%	-	-	-			-
Recreation	148,892	170,439	166,745			30%	104,224	119,307	116,721			340,252
Transportation	102,700	117,563	115,015			48%	53,404	61,133	59,808			174,345
Other	9,296	10,641	10,410			100%	-	-	-	-	-	-
<b>Total Non-Utility Services Cost</b>	<b>\$ 882,600</b>	<b>\$ 1,010,325</b>	<b>\$ 988,428</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 460,819</b>	<b>\$ 527,507</b>	<b>\$ 516,074</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,504,400</b>

Notes:

1. Total Non-Utility Services Cost is based on DNV Tax Rates per thousand of TWN Assessed Value (BC Assessment Roll).
2. Member units excluded from the BC Assessment Roll are applied the average Assessed Value for Multi Family units included in the roll.
3. Total Non-Utility Services Cost is allocated to the Services above based on the full costing methodology applied to 2011 Budget.
4. Adjusted Services Cost to TWN based on Non-Utility Services Cost less credits noted above.
5. Protective - Recognizes TWN position that policing on Reserve is a federal/provincial responsibility and that the Province provides police resources to the detachment, which is responsible for providing service within the municipal boundaries. The arrangements are under review to determine if any changes are required when this agreement expires.
6. Non-Utility Services Cost for 2013 and 2014 to be calculated per above using DNV Tax Rates Bylaw and TWN Assessed Values for those years.
7. TWN Administration and Services Credit per Appendix A1.

<b>Utility Services <sup>(8)</sup></b>												
Water	316,659	415,212	454,074				285,822	380,871	414,527	"to be determined per note 9 and definition of Net Services Cost"		1,081,220
Sewer & Drainage	276,924	318,025	372,083				216,361	238,731	263,863			718,955
Solid Waste	13,710	15,358	15,960				13,710	15,358	15,960			45,028
Recycling	61,232	75,593	77,068				61,232	75,593	77,068			213,893
<b>Total Utility Services Cost</b>	<b>\$ 668,525</b>	<b>\$ 824,188</b>	<b>\$ 919,185</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 577,125</b>	<b>\$ 710,553</b>	<b>\$ 771,418</b>	<b>\$ -</b>	<b>\$ -</b>	<b>2,059,096</b>

Notes:

8. Utility Services Cost based on DNV Utility Rates and TWN Units in each customer class, less credits as illustrated in Appendix B2 and B3.
9. Utility Service costs for 2013 and 2014 to be calculated per above using DNV Utility Rates, per DNV Utility Rate Bylaws, and TWN Units for those years.

<b>Total Services Cost</b>	<b>\$ 1,551,125</b>	<b>\$ 1,834,513</b>	<b>\$ 1,907,613</b>	<b>\$ -</b>	<b>\$ -</b>	<b>Net Services Cost</b>	<b>\$1,037,945</b>	<b>\$1,238,060</b>	<b>\$ 1,287,492</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,563,496</b>
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## Appendix B2: Water Cost

	Budget Components (000's)				Utility Rates by Customer Class				
	Budget 2011	One-Network (364 km)	Budget Reallocated <sup>2</sup>	Basis for Allocation	Single Family	Multi Family	Average Unit	Potential Network Credits	
								Capital	O&M
<b>Expenditures</b>	<b>\$ 18,873</b>	<b>\$ 18,905</b>	<b>\$ 18,905</b>	<b>100.00%</b>	<b>\$ 509.00</b>	<b>\$ 433.00</b>	<b>\$ 439.84</b>	<b>\$ 36.38</b>	<b>\$ 38.89</b>
Administration	\$ 439	\$ 439	\$ 464	2.45%	\$ 12.47	\$ 10.61	\$ 10.78		\$ 4.05
Operations & Maintenance									
General	\$ 2,708	\$ 2,708	\$ 2,859	15.12%	\$ 76.96	\$ 65.47	\$ 66.50		\$ 24.96
Corporate Costs	\$ 1,072	\$ 1,072	\$ 1,132	5.99%	\$ 30.49	\$ 25.94	\$ 26.35		\$ 9.88
Sub-total Admin & O&M <sup>1</sup>	\$ 4,219	\$ 4,219	\$ 4,455	23.56%	\$ 119.92	\$ 102.01	\$ 103.63		\$ 38.89
Contribution to Water Capital <sup>3</sup>	\$ 3,914	\$ 3,946	\$ 4,167	22.04%	\$ 112.18	\$ 95.43	\$ 96.94	\$ 36.38	
GVWD Water Purchased	\$ 9,740	\$ 9,740	\$ 10,284	54.40%	\$ 276.90	\$ 235.55	\$ 239.27		
Operating Reserve (To/From)	\$ 1,000	\$ 1,000							
<b>TWN Units <sup>4</sup></b>					<b>85</b>	<b>859</b>	<b>944</b>	<b>944</b>	<b>944</b>
<b>Flat Rate Fees</b>					<b>\$ 43,265</b>	<b>\$ 371,947</b>	<b>\$ 415,212</b>	<b>\$ 34,341</b>	<b>\$ 36,714</b>
<i>Budget Reconciliation</i>									
Connections <sup>5</sup>	\$ 243								
<b>Total Expenditures</b>	<b>\$ 19,116</b>								

<b>Credits</b>	
Network Credit - Capital <sup>6</sup>	(34,341)
<b>Water Net Services Cost</b>	<b>\$ 380,871</b>

### Notes

- TWN proposes to assume responsibility of Operations & Maintenance in the future, potential credit calculation noted below.  
(TWN watermains (m))/(Total watermains (m)) \* (Sub-total Admin & O&M budget in column C)
- Contributions to and from Operating Reserve are allocated to remaining budget components on a pro-rata basis.
- Water Capital budget component is grossed up 3/364 to arrive at the estimated total for 'One Network' (column C).
- Additional unit added to Single Family to recognize Golf Facility (assumed low consumption, TWN to provide pipe size).
- Water connections are recovered 100% through private funding (user fees) and do not impact rates.
- Capital credit applied for TWN's responsibility of water infrastructure replacement on Reserve.  
(TWN watermains (m))/(Total watermains (m)) \* (water capital budget in column C)

## Appendix B3: Sewer Cost

	Budget Components (000's)			% Budget	Utility Rates by Customer Class					
	Budget 2011	One-Network (385km Sewer 357 km Storm)	Budget Reallocated <sup>2</sup>		Single Family	Multi Family	Average Unit	Potential Network Credits		
								Capital	GVS&DD	O&M
<b>Expenditures</b>	<b>\$ 13,815</b>	<b>\$ 13,634</b>	<b>\$ 13,634</b>	<b>100.00%</b>	<b>\$ 398.00</b>	<b>\$ 331.00</b>	<b>\$ 337.03</b>	<b>\$ 74.48</b>	<b>\$ 197.13</b>	<b>\$ 65.42</b>
Administration	\$ 365	\$ 365	\$ 360	2.64%	\$ 10.51	\$ 8.74	\$ 8.90			8.90
Operations & Maintenance										
Sewer	\$ 1,078	\$ 1,078	\$ 1,062	7.79%	\$ 31.00	\$ 25.78	\$ 26.25			26.25
Drainage	\$ 515	\$ 515	\$ 507	3.72%	\$ 14.81	\$ 12.31	\$ 12.54			12.54
Corporate Costs	\$ 728	\$ 728	\$ 717	5.26%	\$ 20.93	\$ 17.41	\$ 17.73			17.73
Sub-total Admin & O&M <sup>1</sup>	\$ 2,686	\$ 2,686	\$ 2,646	19.41%	\$ 77.25	\$ 64.25	\$ 65.42			65.42
Capital - Sewer <sup>3,6</sup>	\$ 2,023	\$ 2,039	\$ 2,009	14.73%	\$ 58.63	\$ 48.76	\$ 49.64	49.64		
Capital - Drainage <sup>3,7</sup>	\$ 1,012	\$ 1,021	\$ 1,005	7.37%	\$ 29.33	\$ 24.39	\$ 24.84	24.84		
GVS&DD Charges	\$ 8,094	\$ 8,094	\$ 7,974	58.49%	\$ 232.79	\$ 193.60	\$ 197.13		197.13	
Operating Reserve (To/From)	\$ -	-\$ 205								
<b>TWN Units <sup>(4)</sup></b>					<b>85</b>	<b>859</b>	<b>944</b>	<b>807</b>	<b>98</b>	<b>808</b>
<b>Flat Rate Fees</b>					<b>\$ 33,830</b>	<b>\$ 284,329</b>	<b>\$ 318,159</b>	<b>\$ 60,109</b>	<b>\$ 19,319</b>	<b>\$ 52,858</b>
<i>Budget Reconciliation</i>										
Connections <sup>5</sup>	\$ 719									
<b>Total Expenditures</b>	<b>\$ 14,534</b>									

### Credits

GVS&DD member units <sup>7</sup>	(19,319)
Sewer & Drainage capital <sup>6</sup>	(60,109)
Drainage capital-member units <sup>7</sup>	
<b>Sewer &amp; Drainage Net Services Cost</b>	<b>\$ 238,731</b>

### Notes

1. TWN proposes to assume responsibility of Operations & Maintenance in the future, potential credit reflects TWN stand alone systems. (Ravenwoods1 an exception). Additional discussions required re: DNV's ongoing requirements and obligations as GVS&DD member
2. Contributions to and from Operating Reserve are allocated to remaining budget components on a pro-rata basis.
3. Sewer and Drainage Capital rate components are grossed up 3/385 and 3/357 respectively to estimate the total for 'One Network'.
4. Additional unit added to Single Family to recognize Golf Facility (assumed low use, TWN to provide pipe size).
5. Sewer and Drainage connections are recovered 100% through private funding (user fees) and do not impact rates.
6. Except for Ravenwoods1 (137 units), TWN sanitary sewer and storm drainage systems are physically independent of the DNV system.
7. TWN Member occupied units receive full credit for sewer GVS&DD fees based on a separate agreement (Sewer O&M charges still apply).

2011 Unit breakdown	Single Family	Multi Family	Total
Members	84	14	98
Non-Members	0	708	708
Non-Members-Ravenwoods1	0	137	137
Golf Facility	1	0	1
<b>Total</b>	<b>85</b>	<b>859</b>	<b>944</b>

**Turning Point Bylaw**

Materials will be circulated via agenda addendum.

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**Lynn Valley Town Centre Presentation**

Materials will be circulated via agenda addendum.

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