

THIS AGREEMENT dated for reference the _____ day of _____ 2018

BETWEEN:

VILLAGE OF ANMORE

Municipal Hall
2697 Sunnyside Road
Anmore, B.C.,
V3H 3C8

(the "Village")

AND:

THE OWNERS, STRATA PLAN LMS 3080

c/o Maria Ferreira, Strata Manager
Quay Pacific Property Management Ltd.
(Tel. 604-521-0876 ext. 300)
535 Front Street
New Westminster B.C.
V3L 1A4

(the "Strata")

WHEREAS the Strata is a strata corporation created under the Strata Property Act which involved a development of approximately 39 lots in the Village of Anmore, known as Anmore Green Estates, which together with an additional 12 single family dwellings, being the proposed Local Area Service ("Local Area Service") is serviced in terms of sanitary sewer service, with an on-site septic field regulated by the Ministry of the Environment, pursuant to a permit, being Permit No. 4606 (the "Permit");

AND WHEREAS the Village is the local government with jurisdiction over the lands owned by the Strata;

AND WHEREAS the Strata and Anmore Estates Ltd. have commenced a Supreme Court of British Columbia proceeding against the Village of Anmore and its approving officer, Mr. Jason Smith under court file no. 207286 in the New Westminster Registry of the Supreme Court of British Columbia (the "Action");

AND WHEREAS the Minister of Environment and Climate Change Strategy has issued Pollution Abatement Orders as against the Strata;

AND WHEREAS the Strata has requested that the Village assist it in resolving its septic sewer issues and the parties have agreed that the most effective mechanism to deal with

sanitary sewer for the Strata would be to connect through the municipal sewerage system owned by the City of Port Moody, to the Greater Vancouver Sewage and Drainage District ("GVS&DD") Regional Municipal sewerage system (the "Connection");

AND WHEREAS the Connection requires that the Village join the GVS&DD, which would in turn also require an amendment to the Village's Official Community Plan ("OCP");

AND WHEREAS the Village has agreed to make application to the Province of British Columbia and the GVS&DD for membership in the GVS&DD which would also be subject to other requirements, to allow for a Local Area Service Connection of the existing 51 users to the regional sewerage system on the condition that the Strata assume all responsibility for Local Area Service costs associated with such membership, including initial construction of physical connection and ongoing repair, operation and maintenance costs but excluding costs associated with preparation of a municipal wide liquid waste management plan; and

AND WHEREAS the Strata has agreed on behalf of itself and Anmore Estates Ltd. to dismissal of the Action by consent on the terms set out herein;

NOW THEREFORE the parties hereto agree in consideration for the mutual promises set out herein, as follows:

1. Upon execution of this agreement by the parties, the Village shall in its sole and unfettered lawful discretion decide to initiate or not the procedures and processes necessary to seek membership in the GVS&DD including making application to the Province and Metro Vancouver for membership (the "GVS&DD Membership").
2. Should the Village so proceed, the parties acknowledge and agree that there are a number of conditions precedent to completion of GVS&DD Membership, and the Connection, for which the Strata has no standing to participate, including, but not limited to:
 - (a) Approval of the Province of British Columbia to admit or refuse to admit the Village as a member of the GVS&DD pursuant to section 66 of the Greater Vancouver Sewerage and Drainage District Act ("Act");
 - (b) Approval of Metro Vancouver (GVS&DD);
 - (c) Execution of an agreement with the City of Port Moody to allow sewerage to be transmitted through the City system to the regional system;

- (d) Establishment of a Local Area Service to allow for cost recovery on a ongoing basis of all costs to be incurred by the Village arising out of membership in the GVSⅅ and
 - (e) Amendment of the Village's OCP to address any inconsistencies between a regional sewerage system in the Village and the existing OCP.
3. The Strata agrees in principle that it shall be responsible for all proper Local Area Service costs incurred by the Village to complete the Connection and provide ongoing conveyance of sanitary sewerage via Port Moody infrastructure, including but not limited to:
- (a) all upfront construction costs;
 - (b) all Local Area Service costs arising out of GVS&DD Membership, including:
 - i. all transaction costs consisting of reasonable staff and legal costs;
 - ii. all operation and maintenance costs,
 - iii. repair and replacement costs, and
 - iv. annual costs payable by the Village and/or to the City of Port Moody or Metro Vancouver (GVS&DD);
- save and except for costs incurred by the Village with respect to the Ministerial Order dated August 16, 2018 as amended issued to the Village by the Minister of Environment & Climate Change Strategy respecting any future fines levied and/or costs of either adopting Metro Vancouver's existing 2010 Integrated Liquid Waste Management Plan, as amended or preparation of the Village's own plan for a municipal wide liquid waste management plan, as the Village shall in its sole and unfettered lawful discretion decide.
4. The Strata desires to sell the approximate 6,000 square meters of lands comprising Strata's septic disposal field to enable it to pay for costs of the Connection. The Village agrees in principle that that such lands may be subdivided as vacant land and sold to School District No. 43 (Coquitlam) to enable additional classrooms to be established on such lands, after Connection of the Strata's private sewer system to a regional sewer system via Port Moody, subject to approval of the Approving Officer.

5. The Strata acknowledges and agrees that with respect to the OCP amendment or any other legislative requirement, nothing herein shall fetter, limit or restrict the Village's lawful discretion.
6. Each party shall act in good faith, reasonably and make best efforts to complete the Connection of the Strata, at its sole cost, to the GVS&DD system, including entering into all further agreements reasonably required or to provide any consents necessary to satisfy the intent of this agreement.
7. As security for its obligations hereunder, the Strata shall pay to the Village a security deposit in the amount of \$10,000 to cover the Village's transaction costs herein, which the Village may utilize to pay its costs as incurred, in its absolute discretion.
8. The Strata agrees to cause a consent dismissal order of the Action, after payment to the Village of the costs awarded by Mr. Justice Harvey in the initial application made in such Action, which Order will be held by the Village's solicitors on an undertaking not to file same until the approval of the Province and the GVS&DD of the Village's Membership.
9. The Strata acknowledges and agrees that the Village is relying on their good faith commitment to the process described herein and that membership in the GVS&DD will have significant financial implications for the Village and on the that basis, the Strata represents and warrants that they will not pursue alternative remedies or approaches from those described in this Agreement with the MOE, the Province, the City of Port Moody or Metro Vancouver while the Village is making application for membership in GVS&DD.

10.

IN WITNESS WHEREOF the Corporate)
Seal of **Village of Anmore** was hereunto)
affixed in the presence of:)

_____)
_____)
_____)

C/S

The Owners, Strata Plan LMS 3080:

By:

Name:

Title:

