

Minutes of the **Freestanding Committee of the Whole (Development Services Committee)** meeting of the **DISTRICT OF MISSION** held in the Council Chambers of the Municipal Hall, 8645 Stave Lake Street, Mission, British Columbia, on Wednesday, June 18, 2014 commencing at 6:00 p.m.

Committee Members Present: Mayor Ted Adlem
Councillor Dave Hensman
Councillor Jeff Jewell
Councillor Tony Luck
Councillor Larry Nundal
Councillor Nelson Tilbury

Committee Members Absent: Councillor Jenny Stevens

Staff Members Present: Ken Bjorgaard, Chief Administrative Officer
Tina Penney, Acting Manager of Corporate Administration
Tina Mooney, Administrative Clerk
Mike Younie, Director of Development Services
Stacey Crawford, Economic Development Officer
Debi Decker, Administrative Assistant

Guest: Blake Hudema, Genstar Titleco Limited

1. CALL TO ORDER

The meeting was called to order.

2. ADOPTION OF AGENDA

Moved by Councillor Hensman, seconded by Councillor Luck, and

RESOLVED:

That the agenda for the Freestanding Committee of the Whole (Development Services Committee) meeting held on June 18, 2014 be approved.

CARRIED

The Mayor opened the meeting and provided the following statement:

"I want to welcome everyone to this meeting. We are here today to learn more about the proposed amendments to the Phased Development Agreement that is currently in place between the District of Mission, Genstar Titleco Limited and Madison Development Corporation. This agreement will remain in effect unless amended by subsequent agreements.

The proposed amendments reflect legislative changes, a split in obligations between Genstar and Madison (entail individual agreements), and changes to add clarity or certainty regarding a number of items including the process for incremental or sequential development and the process for the transfer of parcels of property. These changes are intended to benefit both the developers and the District of Mission and to

improve on the current agreement. The proposed changes are not related to zoning or zoning issues.

If Council does not approve the new proposed agreements, the current Phased Development Agreement will remain in effect. There will be an opportunity today, as part of the agenda, for public to provide comments and ask questions.

Should these proposed amendments receive first and second readings at a future Council meeting, there will be a subsequent public hearing which will provide another opportunity for the public to comment on the proposed changes.”

3. PRESENTATIONS

COW 14/022
JUNE 18/14

Genstar/Madison Presentation of Summary, Highlights and Rationale for PDA Amendments

Blake Hudema, Vice-President of Genstar for this region gave a presentation on behalf of Madison and Genstar to Council. He noted the following points:

- In 2009 as part of the major work, the three bylaws - zoning, OCP and the PDA - were advancing well yet everything didn't get accomplished.
- The original PDA bylaw was a start, but it would not allow for one developer to develop independently of the other. Many of these changes were discussed back in 2009.
- The engineering and financial aspects have advanced, but Genstar was waiting for the market to turn around.
- In early 2013 Genstar began the process of enhancing the PDA. The existing PDA continues and is the same as it was in 2009.
- Legislative changes have been implemented and the intent is to simplify, clarify and update the PDA with legislative changes, to stay competitive and current.
- Changes are positive for both parties.
- To move the PDA forward, Genstar terminated the Escrow Agreement in mid-2013, which allowed the release of the "No Build Covenant".
- No business terms or conditions are being changed.

COW 14/023
JUNE 18/14

Staff Presentation of Overview explaining Genstar/Madison Phased Development Agreement (PDA) Amendments

The Director of Development Services gave a presentation to introduce the existing Phased Development Agreement and to identify the proposed amendments. Highlights include:

- PDAs were first introduced by the province in 2007 to give developers immunity to future zoning and servicing changes that could occur prior to subdivision but after rezoning.
- PDAs recognize zoning and servicing requirements for a term, and could also include amenities, timing of development, dispute resolution mechanisms.
- Original PDA bylaw was adopted March 2, 2009, signed July 31, 2009, and expires March 2, 2029. This was the first PDA in British Columbia.

- The proposed amendments:
 - Reflect recent legislative changes;
 - Separate obligations allowing Genstar/Madison to proceed independently;
 - Include certainty about servicing requirements that were previously agreed to;
 - Fundamental changes to business terms and conditions are excluded;
 - No changes to zoning bylaw other than a text amendment;
 - Section 2 – Precinct Plan Covenant
 - Gives more thought to subdivision process
 - No Build covenant remains in place
 - District adjusted wording to ensure no gap in No Build covenant during registration
 - Sections 3 – 5 – New Development Process
 - Updates to new terminology
 - Includes commercial floor space reference
 - Provides for more units allowed with District approval
 - Sections 23 & 24 – District Park
 - Increased from 45.0 to 45.7 acres
 - Change in location, simpler to identify, clarifies original intent when lease ends
 - Concerns about future cost to acquire noted during discussions
 - Section 33 – Cost Adjustment
 - Improved wording at District's request
 - Sections 34 – 40 – Specified Provisions & Development Permit Protection
 - Result of recent legislative changes
 - Confirms the agreements reached in 2009 regarding area specific standards for SN1A for:
 - Roadway design, fire flows and water pressure
 - Sanitary and storm requirements not included
 - Sections 41-44 – Amendment, Arbitration and Termination
 - Defines major vs minor amendment
 - Allows for early termination if certain amenities not provided
 - District asked for arbitration section to be added
 - Section 46 – Title Transfer
 - Expanded section but same concept as 2009 PDA
 - Amendments consider the possible situations and how the situations will play out

- Adds more clarity than current PDA
- Consequential Amendments;
- Net Effect of Amendments
 - Consistent with provincial legislation
 - Improved clarity and certainty
 - Improved cost adjustment process
 - Arbitration process
 - Slightly larger District park
 - Inclusion of minor amendments
- Proposed Next Steps:
 - Continue to negotiate proposed amendments
 - First reading of bylaw
 - Second reading of PDA bylaw, first three readings of consequential amendments
 - Public Hearing for PDA bylaw
 - Review by Inspector of Municipalities if Third Reading granted
 - New PDA bylaw and consequential amendments to Subdivision Control Bylaw adopted
- Examples of District of Mission changes:
 - Precinct Plan covenant to be registered concurrently but in advance of release of No Build covenant
 - Park land intrusions
 - Covenant wording: discretion to enforce
 - PP and DP Recital clause
 - Many omissions and changes to new terminology
- Changes Discussed but Proceeding at this Time:
 - No purchase agreement clause for District Park
 - Section 9: maintained “or construction of road access...” since a road may not be required by AO in all cases at time of subdivision
 - Maintain use of “parcel” in Section 4(e), not development parcel
 - Section 5(c); Precinct Plan (PP) and Development Permit does not “allow” allocation of units, link to PP recital and zoning bylaw adequate
 - Section 31: not terminating for either of these events but rather this sets out a time period

Following the presentations Council engaged a roundtable discussion of the following comments and/or questions, and corresponding responses:

Q – Could more detail be provided on the division of Genstar and Madison.

A – *Genstar and Madison will still be working together. Genstar and Madison are land developers, and there may come a time when one of the parties (Genstar or Madison) might want to develop land without the other party. There always was three parties involved, and there will continue to be three parties, simply under two separate agreements.*

Q – Is the current PDA not being terminated and two parallel PDAs being created? How do the developers intend to proceed with the servicing investment (to start the development) if there are two separate agreements and possibly two separate timelines or start times?

A – *There are different ways to look at the servicing. There is bringing the services to the edge of the development site, and then to the various precincts. Developers have cooperative arrangements and agreements, there could be separate DCCs and late comers charges. The first N1 is almost a 50/50 split of land ownership between Genstar and Madison, so we would want to work together, and plan to work together.*

Q – It looks like the funding for the services is omitted from the PDA.

A – *To get the first subdivision, there are servicing requirements that must be adhered to. The separate PDAs make it easier if one developer wants to go forward and the other does not want to.*

Q – Where is the potable water going to be obtained from and who is going to pay for it?

A – *Under the existing agreement, the development can draw from the major trunk line near the Solterra Industrial Park.*

Q – Will there be enough water to supply the full development?

A – *The water supply study that was completed for the whole District factored in the growth from this development. This study will be looked at again. The water study suggested that a new water source would be needed within 20 – 25 years assuming growth of 1.5% per year.*

Q – The amenities that are to be built over a 20 year period, and could be reviewed. How would this be a minor amendment?

A – *Everything was negotiated in 2009, and the amenities continue to be a requirement, but the question is, what amenities. What was relevant ten years ago might not be relevant ten years from now. The changing of what types of amenities that are needed could become a minor amendment.*

Q – Why isn't there an agreement for the District park in this agreement?

A – *The PDA has the reservation for a District Park, not the mechanisms. The park isn't in the first neighbourhood that will be developed, and the negotiations will continue when the neighbourhood that the park is in, is developed.*

Q – What time frame would you like to see for when the first homes are being constructed and when would the first phase be built out?

A – *We would like to see the homes being constructed within three to five years, if everything goes as planned, and contingent on the market. The first phase would be built out roughly seven or eight years after that – so maybe fifteen years.*

Q – Genstar could apply for farm status for the land that they are farming, rather than keep it as residential class. This is being a good corporate citizen.

Q – Are there some items that have been missed in these amendments that need to be negotiated?

A – *Of course, this agreement is a living document. Undoubtedly over time there will be items that the parties want to amend.*

Q – Why couldn't the District Park be negotiated with these amendments. Paying market value of the park land as developable land after 2049 seems outrageous.

A – *The park is proposed and is outside the first development neighbourhood. Negotiations will take place when neighbourhood two proceeds, and Mission can ask for the park for free at that time.*

Q – Will this new PDA take us to the actual development?

A – *These changes will benefit both parties and the PDA will be brought up to date with regard to legislative changes. This will be a contemporary agreement, but Genstar will not be coming back next year with more changes.*

There are no changes to the commitment, nothing changes the term, if Council does not want to accept these proposals, then the original PDA will still stand. If Council agrees and gives the new agreements first and second readings, there will be a public hearing.

Commitments can't be made for development 15 years in the future. A line must be drawn so that the development can move forward, and negotiations for future neighbourhood development can take place in the future.

4. STAFF REPORT DATED JUNE 2, 2014

COW 14/024
JUNE 18/14

Amendments to Genstar Titleco Limited (Genstar) / Madison Development Corporation (Madison) and District of Mission Phased Development Agreement (PDA)

A report dated June 2, 2014, from the Director of Development Services regarding amendments to Genstar/Madison PDA was referenced and provided, on the agenda, for the committee's additional information.

5. ADVERTISEMENT FOR PUBLIC INFORMATION MEETING

COW 14/025
JUNE 18/14

Advertisement for Public Information Meeting

A copy of the advertisement for the Public Information meeting was provided for information.

6. REVIEW OF PUBLIC SUBMISSIONS (Written Questions and comments)

COW 14/026
JUNE 18/14

Response to written submissions by Staff and/or Developer

The following comments were provided to written questions received from Jeannette Smith of Mission.

- 1) Q: Why was there only one week's notice of this meeting on the City Page in the Record {June 13, 2014}?

A: When Council addressed this issue on June 2, 2014, the motion from Council indicated that there would be a public workshop meeting within the next three to four weeks. Indication of the meeting was also mentioned at the Town Hall forum, which was webcast, on June 10th, 2014.

- *June 11th, 2014, notice of the meeting was placed on:*
 - *Twitter*
 - *Facebook*
 - *Website*
- *In the June 13th, 2014 edition of the Mission City Record a notice of the meeting was provided, which invited members of the public to submit questions prior to the meeting (this was the earliest date that staff could get a notice in the newspaper).*

- 2) Q: Why was there no press coverage of this PDA matter in the Record, it being the City's only news outlet?

A: This question is more appropriately addressed to the Mission City Record. As noted above the District did place a paid advertisement in the Mission Record to provide notice of the meeting.

- 3) Q: Mr. Younie gave the impression, at Council, that these Amendments were relatively inconsequential and minor which does not explain why Genstar/Madison would spend so much on legal fees etc.?

A: The proposed amendments reflect legislative changes, a split in obligations between Genstar and Madison (entail individual agreements), and changes to add clarity and certainty including clarity regarding a number of items including the process for incremental or sequential development and the process for the transfer of parcels of property. These changes are intended to benefit both the developers and the District of Mission and to improve on the current agreement. The proposed changes are not related to zoning or zoning issues.

If Council does not approve the new proposed agreements, the current Phased Development Agreement will remain in effect. There will be an opportunity today, as part of the agenda, for public to provide comments and ask questions. Should these proposed amendments receive first and second reading at a future Council meeting, there will be subsequent public hearing which will provide another opportunity for the public to comment on the proposed changes.

- 4) Q: Why would the matter be so time- sensitive? Why the haste, just as the first PDA was approached?

A: There is no intent to hurry the process. Rather, if anything, there was an effort made to hold the public information meeting prior to the onset of summer holidays and even with that said, it will be challenging to avoid bumping into the summer season as the matter progresses forward. Staff make every effort to treat all developers consistently and to provide customer service in moving forward applications in a timely manner.

- 5) Q: Have any of Council or Staff actually visited the site of the proposed District Park? It is North facing, very steeply sloped, overlooking gravel pits, shaded for most of the day, rendering it not a desirable place for a park or development?

A: Staff have visited the site in the past. It is generally steep and north facing but does have view points and flatter area at the top. The slopes are such that fairly level trails could be constructed along the contour. The area is well treed and is representative of the hillside area north of Mission and is not significantly different from the well-used trails that run through the municipal forest.

- 6) Q: Why should Mission be asked to buy said land. Why would it not be given as Parks?

A: The park is not within neighbourhood one and is not included within the 5% park land that is required under legislation to be provided to the District as part of subdivision. If this park is desired by the District, negotiations to receive the parcels as part of neighbourhood two or three park land or amenity contributions could be completed at a later date. There is nothing stopping the District from proposing a land purchase agreement now with Genstar and/or Madison.

- 7) Q: Where are the other District Parks planned to be, which should be of equal size? Why would they not be linked up to form one big district park and earmarked now before it is too late?

A: The active park land within neighbourhood one is identified on the Site Plan and many of them are linked with trails. No other District Parks have been identified at this time but could be in the future if considered a priority by the District. There is also a lot of open space land within the Site Plan which would become District property and therefore accessible by the public.

- 8) Q: It is very troubling to learn that Mission sees fit to charge less than half of the costs incurred from developers while the taxpayer pays the rest. Why not charge more, so as to better reduce the disparity, and to reduce the burden on the taxpayer? As it is, the taxpayer is bearing more than 58 per cent of these charges.

A: It is understood that the 58% is linked to the staff report from June 16, 2014 although the number calculated in this question should have been 42% of the cost of processing developer applications is recovered through application fees. Application fees must be set to ensure Mission remains competitive with other local governments. Also, development brings in new sources of revenue for the long term and the community as a whole benefits from well planned development.

- 9) Q: It would appear the Director of Developmental Services, on the face of it, is hardly in a comfortable situation and one that must be a conflict of interest and concern to Mission residents.

A: This statement may be tied to the fact that the June 16, 2014 staff report identified some of the staff work was done at no cost to the District and this implies a conflict of interest. It is very common for exempt staff members to work on their own time to get work done; staff does not agree that there is any conflict of interest as staff are professionals that remain independent and objective when dealing with all matters.

- 10) Q: Councillors Jewell and Tilbury expressed grave reservations when presented with such a mind-boggling complex matter and being expected to rubber stamp the staff recommendation there and then, on June 2nd.

A: There was no expectation on behalf of staff that their recommendation would be rubber stamped. The idea for a workshop was included in the staff report. Moving forward with a public hearing initially is one way of gaining public comment. Council is the decision making body and decides how they want to proceed with things, staff just provide recommendations.

- 11) Q: Are the lawyers acting for the District now the self- same people who were acting for the District in 2009?

A: The lawyers are not the same as the lawyers used in 2009.

- 12) Q: For Councillors to be pressured to pass these changes at full speed seems reckless in the extreme.

A: Staff prepare Council reports and include recommendations to move things forward. Council is the ultimate decision making body and makes decisions that they are comfortable with. There is no pressure being exerted on Council by staff - as evidenced by Council's desire to hold a workshop instead of giving first and second readings, prior to a public hearing – the workshop option was part of the June 2, 2014 staff report.

Councillor Tilbury excused himself from the meeting at 7:45 pm.

A recess took place from 7:54 to 8:02 pm

The meeting reconvened at 8:02 pm. Attendance remained the same, except Councillor Tilbury

The following comments were provided to written questions received from Tracey Lyster of Mission.

- 1) Q: Why was adoption of the original PDA "Deemed to be a time sensitive matter"?
Comment: The public hearing on the Neighbourhood One (N1) plan and PDA took 8 days, and was a considerable investment of time from both staff and Mission residents. Thousands of pages of documents were made available as background information. Allowing such a complex and involved process to proceed, knowing that major amendments to the PDA were envisioned by the applicant, is an abuse of the process. The hearing should have waited until the PDA was completed.

A: Staff are unable to answer this question as they are unsure what the writer is asking and it would be difficult to determine the thoughts of the people who were involved back then.

- 2) Is it correct that Genstar still has further amendments to the PDA?

A: What is on the table is 100% of Genstar's thoughts at the moment.

- 3) Is it correct that Genstar and Madison submitted this application prior to the ability of the District of Mission (DoM) to recoup legal costs?

A: This is correct, the fees and procedures land use bylaw was changed after the submission of this application.

- 4) How many amendments and how many hearings can DoM afford financially and in terms of staff and citizen time?

A: This process is a legal requirement and the District does not have a choice in the matter.

- 5) Is it correct that the Director of Development Services spent seven evenings and Sundays of his own time working on the developer's amendment application?

Comment: If Question (5) is correct, the conduct is inappropriate. The entire process has been tainted and needs to be remedied.

A: Yes, the Director used some of his own time to work on this file. Exempt staff often work on their own time on files that require uninterrupted time to complete. Exempt staff receive two weeks of holiday in lieu of overtime to offset some of the extra time.

- 6) Did the District direct Mr. Younie to give this application priority or is the pressure coming from somewhere else?

A: No the District did not direct Mr. Younie to give this application priority nor is pressure coming from anywhere else. The application was made in 2013 and it is time it gets processed.

- 7) What attributes make these parcels desirable as a District park?

A: The land parcels are large, they are fully treed, have a variety of topography from steep to flat.

- 8) Were other locations considered for parkland?

A: Yes, there was a comprehensive look at the area by the Citizen and Neighbourhood Advisory teams. All the proponents looked at everything.

- 9) Given that DoM is considering purchasing the parklands, should there not be an analysis of its suitability?

A: Yes there should be, and the Director of Parks, Recreation and Culture would want to look at this prior to the purchase agreement.

- 10) How much is fair market value of the park?

A: That would require a proper appraisal.

- 11) Please explain what happens to the parkland in 2029? Why must DoM purchase the land at fair market value for developable land and not parkland?

A: As the park is outside of N1, it could be part of the negotiations with the rest of the Neighbourhood requirements.

- 12) What are the tax implications of allowing small-scale agriculture as a principle use on urban residential lands?

A: The tax implication is that the property owner could apply for farm status or Farm Class through BC Assessment Authority and pay less in taxes, but Genstar has not done this.

- 13) Page 10 refers to "significant upfront investment (\$80M) to services SN1A and areas beyond. Where is the written agreement that Genstar will pay 100% servicing costs?"

A: It is a bylaw requirement.

- 14) The report states the purpose of the PDA is to make the developer immune to any changes in zoning or subdivision serving bylaws, presumably to compensate them for the upfront investment of services. If Genstar pursues "alternative directions to service the development", such as they mention in their letter to DoM December 6, 2013 (attached), is this considered a contravention of the PDA?

A: Staff are not aware of this letter. A copy of the letter needs to be reviewed prior to an answer being provided. NOTE: a copy of two letters (one from Genstar and one from Madison) was obtained and circulated to Council. For convenience a copy of the letters are attached to these minutes as Appendix I.

- 15) The report refers to amenity contributions totaling \$15M. Please provide a breakdown of cost estimates for each amenity.

A: The PDA is pretty clear on the breakdown of cost estimates. A response could be provided in writing after reviewing the PDA.

- 16) Re: title transfer. How would the amenities be delivered if Genstar or Madison sold their parcels to multiple parties?

A: Sections 46 and 36 set out the process of transfer of lands and sets out the restrictions of the transferees and the amenities that stay with Genstar. The Transferee could see some of the amenity payments. Most of the amenity obligations are vested in the subdivision, one year or shortly thereafter. The builders may assume the small amenity obligations.

7. PUBLIC COMMENTS, QUESTIONS, CLARIFICATIONS

COW 14/027
JUNE 18/14

Public Comments, Questions, Clarifications

Jim Hinds, of Mission commented that he read the PDA and that nothing much has changed, the two companies are splitting, but questions the amenity timelines. Page nine of the PDA quotes a 921 figure for when the amenities come in, this is not going to happen during the first year of the housing development going in, it will be quite far into the process – seven or eight years?

Staff confirmed that this was correct.

Mr. Hinds questioned when the Village Precinct development would take place.

It was confirmed that this development would take place in about year six.

Mr. Hinds asked about the formula, $(X/Y) \times Z$, for calculating payments of some of the amenities.

Staff advised that the 6,052 number is an estimate of the build-out of the hillside, and when certain amenities would be built was dependent upon the build-out number. The District has the option of providing funding if an amenity is required earlier than the build-out study formula.

Mr. Hinds mentioned that the District should have decided that they would want a park in the Silverdale area back in the 1960's when Madison/Genstar were buying up all the land.

Mr. Danny Plecas of Mission commented that he supports the changes, that the June 2nd staff report outlines the changes and that they make sense. It needs to be

appreciated that in the long-term this is a large investment for this community, to get water and sewer lines into this area. He pointed out that part of the short time frame, with reference to page 117, was that approval was needed from the Inspector of Municipalities.

It was confirmed that the Inspector of Municipalities and the registering of the No Build covenant was on a time frame, it needed to be completed by a certain number of days, and there was a rush to get the escrows completed, etc.

Mr. Plecas questioned whether there were other properties that Genstar owned that they would be moving forward with at the same time.

It was noted that Genstar does own land on the island and that an application had previously been submitted for its development, but it entailed significant and complicated work. The development of the hillside can start from the east, west or south. Genstar has investigated alternative ways for the servicing and the development.

Mr. Plecas questioned the water source for the development, was it still not coming from a traditional water source?

It was noted that the water source could be from Stave Lake, but that ground water was not going to be a reliable source of potable water.

8. CONCLUDING COMMENTS – NEXT STEPS

COW 14/028
JUNE 18/14

Concluding Comments, Next Steps

A staff report will go forward to the July 7, 2014 Regular Meeting of Council including consideration to giving the amended Phased Development Agreements first and second readings.

9. ADJOURNMENT

COW14/029
JUNE 18/13

Moved by Councillor Nundal, seconded by Councillor Luck, and

RESOLVED: That the meeting be adjourned.

CARRIED

The meeting was adjourned at 8:37 p.m.



WALTER (TED) ADLEM
MAYOR



KEN BJORGAARD
CHIEF ADMINISTRATIVE OFFICER
(Interim Corporate Officer)

Appendix I



Genstar Development Company
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Tel: (604) 299-4325
Fax: (604) 294-5214

December 6, 2013

District of Mission

Municipal Hall
8645 Stave Lake St • Box 20
Mission, BC V2V 4L9

Attention: Mayor and Council

RE: Wireless Communication Tower Proposal in the area of Clay and Rodman

This letter expresses our concerns over the wireless communication tower proposed for a location off Rodman and very close to our and Madison's holdings. Our concerns are in three general areas: the introduction of towers before any degree of community planning, towers before a more detailed assessment and policy regarding cell towers in the District of Mission and finally, as these are necessary features of an urban environment, what can be done to limit the visual and psychological impacts of these to residents and in the case of Southwest Mission, the many thousands of future residents that we must attract to the area.

Genstar and our partner/neighbour Madison own approximately 1,600 acres in Southwest Mission, comprising about one-third of the development potential. As you know Genstar has been a landowner in the District for 35 years. In the past 12 years, we have actively pursued the stages of planning and development for the Southwest Urban Reserve Area of the District, known as SN1A. Our first initiatives were focused on the south-central part of SURA, which requires about \$78M in servicing to reach the beginning of the project. More recent investigations have been undertaken to evaluate alternative directions to start the development. The alternatives have been exhaustive and include a technically feasible route from the northeast (i.e. Laslo and Clay) linking into existing water and sanitary service lines to the northeast and east. While more detailed planning is required, it is abundantly clear that urban development could be initiated in the northeast, close to the proposed tower and proceed in a southwesterly direction through Genstar, Madison and other lands.

While we require and would seek this type of infrastructure in our community and neighbourhoods, we would like to ensure that adding these before we have a plan would not limit planning options and more importantly would not impact the ability to market Southwest Mission to builders and families who will locate to Southwest Mission. The benefits to a small group today, might have a major impact on the ability to see Southwest Mission grow to a vibrant community in the shortest possible time.

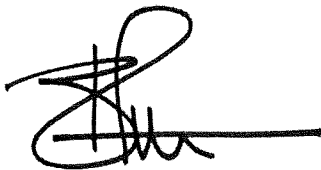
In order to be constructive we believe that the District investigate and detail policy that would guide the location of these services. The proposed upgrades to services in Southwest Mission will be warranted, but we question the timing as there are few people in the area. If this becomes a precedent, it could be assumed that other towers will begin to locate throughout the Southwest Mission area and further impact or constrain good planning, development and marketing of this area of Mission.

We do know that technology does change rapidly and there may be in the near future a far less impactful way of creating network coverage. But for the foreseeable future the tower is the preferred delivery mechanism and we should ensure that these are located in areas of least impact. We could for example look at a municipal or other public property that is removed from sensitive residential areas. In the case of Southwest Mission, areas that are less than 20% slope are probably ones with the highest residential and school use and it would be advisable to keep towers to minimum, lower in height and designed to better fit into the neighbourhood.

The third area of concern is the visual and psychological impact of the towers. If we are serious about urban development in Southwest Mission, then we believe that the area should be treated as if this tower were being introduced at Grand and 7th in Mission. What measures would/should we employ to mitigate the visual and psychological impacts in an already urban area. Within established urban areas, methods to "hide" the facility on existing buildings, with smaller towers, and through innovative methods such as adding artificial limbs to the tower and painting to resemble trees.

In summary, we believe that more work should be undertaken to suggest locations in Southwest Mission that result in the lowest impact to the future land use plan for the area. Second, there should be some determination of the future tower network for Southwest Mission to ensure that there is service and it is provided in the least impactful manner. Third, we should treat future Urban as current Urban, in the case of Southwest Mission, we should be very mindful of not allowing a feature such as this wireless tower that could impact the future land use plan and viability of potential neighbourhoods.

Yours truly,
GENSTAR DEVELOPMENT COMPANY

A handwritten signature in black ink, appearing to read 'Blake Hudema', with a long horizontal line extending to the right.

Blake Hudema
Vice President, Pacific

MADISON DEVELOPMENT CORP.

2188 Yukon Street Vancouver, BC V5Y 3P1 Tel: (604) 872-8155 Fax (604) 638-2453

District of Mission
Municipal Hall
8645 Stave Lake St
Box 20
Mission, BC
V2V 4L9

December 4, 2013

Dear Sirs: Re: Proposal for a Cellular Tower

We write to express our reservations about and opposition to the proposed cellular tower in the area of Clay Ave. and Rodmor Street.

As you know we, with Genstar Development Company, are trying to bring an extensive residential development to the Silverdale area in accordance with the Official Community Plan. We believe this tower, located where proposed, would have a deleterious effect upon potential lot buyers in our (both Madison and Genstar) lands nearby and adversely affect potential development nearby.

We understand in due course, such infrastructure to support the community will be required, however we believe there are other locations which would be superior, and they would not have the negative impact that we foresee on lot development in the neighborhood.

We ask that you consider whether there are other such locations that should be considered, including municipal owned land. We trust there will be a hearing on this matter so our views may be more completely brought to the public attention.

Sincerely

Madison Development Corporation



Bruce Aunger