



Purpose of the Service Agreement

The City of Vancouver-Squamish Nation Seḥákw Service Agreement creates a robust framework to guide the government-to-government relationship between the City of Vancouver and the Squamish Nation concerning the provision of municipal services, amenities and infrastructure for the Seḥákw neighbourhood over time. The Service Agreement is a fully public document and will be released to the public unredacted, as such this Overview conveys the essence of the Service Agreement, outlining its key terms and conditions and is not intended to replace

This Agreement has been structured to ensure that:

- residents of the Seḥákw development receive the municipal services they require to ensure this neighbourhood is livable, safe and sustainable,
- the City is appropriately compensated for the municipal services provided to the Seḥákw neighbourhood through the payment of property taxes,
- potential risks associated with municipal service delivery to the Seḥákw neighbourhood are fairly and appropriately mitigated for both the Squamish Nation and the City of Vancouver,
- there is sufficient flexibility to adjust the terms of this Service Agreement over its 120-year term, in order to ensure that it remains relevant, fair and effective over time,
- the City and the Squamish Nation will continue to work together on their shared commitment to their communities over time.

The term of the Service Agreement is 120 years and applies to all four proposed phases of the Seḥákw development.

It is noted that while the development is a joint venture between the Squamish Nation and Westbank Properties, the Service Agreement described in this document is established between the City of Vancouver and the Squamish Nation as governments.

Ongoing municipal services to the Seḥákw neighbourhood

1. **Ongoing municipal services.** The City will deliver a set of basic municipal services to the Seḥákw neighbourhood (fire, police, utilities, public works and library), and the Squamish Nation will pay for these services annually, at the same rates as all other property owners in Vancouver.
 - Per the Service Agreement, the approach will use the same methodology that is used for all other Vancouver taxpayers, applying property tax rates to assessed property values that are determined by the BC Assessment Authority, and standard fee structures for utilities.

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- The City will bill the Squamish Nation for these services once annually, and the Squamish Nation will determine how to allocate these costs among the Senakw residents and businesses.
- Excluded from these annual payments will be a subset of municipal services that the Seḥákw neighbourhood will not receive or benefit from. These include services of the City's the Planning department, as the City is not a regulator of the Seḥákw lands, as well as costs associated with the Vancouver City Council.
- Seḥákw contributions to services related to parks, recreation, arts, culture and community services are made through funding amenities, infrastructure and programming, referenced below.

Affordable housing, infrastructure and amenities associated with the Seḥákw development

- 2. Delivery of rental and affordable housing.** The Seḥákw development will include a significant amount of rental housing, with a substantial affordable rental component.
 - Approximately 2,950 rental housing units will be created through the first two Senakw development phases, and 20% or 590 of these will be affordable rental units, with rent levels capped by the Canada Mortgage and Housing Corporation's affordability requirements.
 - The Seḥákw Partnership's intention is that the housing units created through third and fourth development phases will be rental housing units, with 20% of these also being affordable rental.
- 3. Funding transportation and utilities infrastructure.** With the exception of the provision of City water services, the Squamish Nation will either pay for or deliver all of the core transportation and utilities servicing infrastructure – both on-site and off-site – that is required to support the Senakw development.
- 4. Funding social, recreational, cultural, public safety, and community infrastructure and programming.** The Squamish Nation will compensate the City for the increased demand created by the Seḥákw development that relates to municipal social, recreational, park, public safety, cultural and community amenities and programming across the city. The collective set of cash and in-kind contributions has been designed to offset the projected impact on the City.
- 5. New childcare spaces.** The Seḥákw Partnership will deliver a 65 -75 space childcare within the Seḥákw neighbourhood. This figure is consistent with projected childcare needs for the development, and with the ratio of childcare spaces to children within the City.
- 6. Supplementary amenities and infrastructure.** In addition to the direct core servicing requirements and the contributions to offset the impact of the development on the City's infrastructure and amenities described above, the Squamish Nation and/or the Seḥákw Partnership will work with the federal and provincial governments to catalyze potential funding for a number of other investments in amenities and infrastructure that could have significant benefits for both Seḥákw and Vancouver residents and visitors.
 - Construction of a transit line, connecting the greatly densified Seḥákw/Burrard Bridge area to the Canada Line or to Science World, intended to primarily use the existing False Creek South rail right-of-way.

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- A new False Creek ferry stop at seawall in front of the Seḥákw neighbourhood, adjacent to Cultural Harmony Grove, or via upgraded Burrard Civic Marina.
- Renovation and upgrade to the Cultural Harmony Grove park area.
- Potentially other additional amenities within Vanier Park, yet to be determined.

Construction process and building standards

7. **Reimbursement of City's project costs.** The Squamish Nation will fully reimburse the City for all of the City's staff and consultant costs related to supporting the Seḥákw project that would typically be reimbursed to the City via the land use regulatory/permitting processes.
8. **Construction process.** During the construction phase of the Seḥákw development, the same standards will be applied as in all of Vancouver; the construction process will not create more disturbance in the neighbourhood than would be acceptable for any development in Vancouver.
9. **Construction standards.** The Seḥákw development will be constructed in accordance with the *BC Building Code*, with standards specific to fire safety to align to the City of Vancouver's standards.
10. **Sustainability standards.** The Seḥákw development will be consistent with the sustainability policies of the City, including construction built to BC Energy Step Code Step 3, and the inclusion of a net zero carbon 10-12 megawatt district energy utility to service the Seḥákw buildings.
11. **Water and sewer standards.** The water and sewer elements of the Seḥákw development will be built to the same standards as those used in all of Vancouver, including all applicable environmental and monitoring standards.

Risk mitigation

12. **Risk allocation.** Per the terms of the Service Agreement, financial and other risks have been fairly apportioned between the City and the Squamish Nation, with the not taking on any more risk than would be incurred in association with a typical land development within Vancouver.
13. **Changes to the Agreement over time.** The Service Agreement includes mechanisms for being amended or updated over time, (a) in the case that the actual development deviates significantly from the development proposed at the time the Service Agreement is executed, and (b) as circumstances such as the nature of municipal services being delivered may change/evolve.