

VILLAGE OF KASLO

SUBDIVISION SERVICING BYLAW NO. 883  
SCHEDULE A

Design Criteria, Specifications and Standard Drawings

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**SCHEDULE "B"**

**VILLAGE OF KASLO  
SUBDIVISION SERVICING BYLAW NO. 883  
SCHEDULE "B"**

**LEVELS OF WORKS AND SERVICES**

The levels of works and services to be provided in subdivisions and developments shall conform to the following table for the various zones as set out in the Village of Kaslo Land-Use Bylaw No. 744, 1988 and amendments thereto.

DESCRIPTION	R-1	RM-1	R-2	C-1	C-2	M-1	P-1
<b>1. Water Service</b>							
- Community System	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R	R	R <sup>2</sup>	R <sup>1</sup>
- Private Individual	A	A	A	N/A	N/A	A	A
<b>2. Sanitary Sewer</b>							
- Community System	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>
- Private Individual	A	A	A	A	A	A	A
<b>3. Drainage</b>							
- Enclosed Channel	R <sup>2</sup>	R <sup>2</sup>	R <sup>2</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>2</sup>	R <sup>2</sup>
- Open Channel	A	A	A	A	A	A	A
<b>4. Highways</b>							
- Urban	R <sup>2</sup>	R <sup>2</sup>	R <sup>2</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>2</sup>	R <sup>2</sup>
- Rural	A	A	A	A	A	A	A
- Commercial/Industrial	N/A	N/A	N/A	N/A	N/A	R <sup>2</sup>	N/A
- Walkways	R <sup>3</sup>	R <sup>3</sup>	R <sup>3</sup>	R <sup>3</sup>	R <sup>3</sup>	R <sup>3</sup>	R <sup>3</sup>
<b>5. Sidewalks</b>							
- Both Sides	N/A	R <sup>2</sup>	N/A	R <sup>2</sup>	R	R <sup>2</sup>	R <sup>2</sup>
- One Side	R <sup>2</sup>	A	R	R	N/A	R	R <sup>3</sup>
<b>6. Street - Lighting</b>							
- Ornamental	R <sup>2</sup>	R	R	R	R	R <sup>2</sup>	R <sup>1</sup>
- Hydro Pole Mounted	A	N/A	N/A	N/A	N/A	A	A
<b>7. Non-Municipal Services</b>							
- Power, underground	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>2</sup>	R <sup>2</sup>
- Power, overhead	B	B	B	B	B	B	B
- Telephone, underground	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>2</sup>	R <sup>2</sup>
- Telephone, overhead	B	B	B	B	B	B	B
- Cablevision, underground	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>1</sup>	R <sup>2</sup>	R <sup>2</sup>
- Cablevision, overhead	B	B	B	B	B	B	B

**DEFINITIONS**

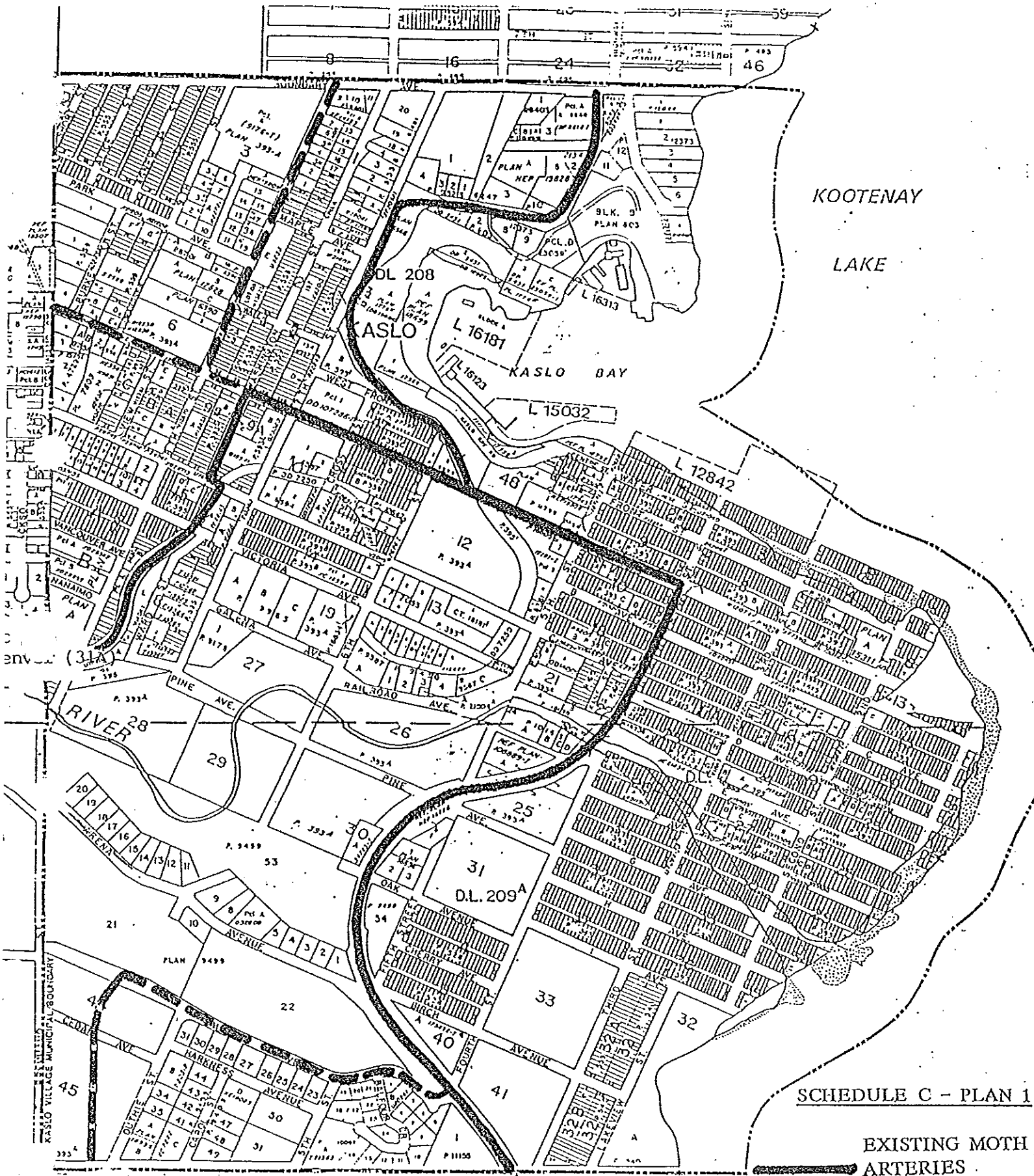
- R means required
- R<sup>1</sup> means required if municipal services are available adjacent or near to the property to be subdivided or developed, at the discretion of the Approving Officer
- R<sup>2</sup> means may be required if applicable to the development, at the discretion of the Approving Officer
- R<sup>3</sup> means required as an extension of existing walkway system or as needed for pedestrian traffic movement at the discretion of the Approving Officer

- A means required where a higher level of service is not required  
B allowed where a underground service is not required  
N/A means not applicable  
Note: Notwithstanding the above requirements, where a proposed subdivision is located within, or adjacent to a specified area where a community system is available, connection to that system may be required by the Municipality.

**ZONINGS:**

- |      |   |                                 |
|------|---|---------------------------------|
| R -1 | - | Single & Two Family Residential |
| RM-1 | - | Multi-family Residential        |
| R-2  | - | Mobile Home Park                |
| C-1  | - | Waterfront Commercial           |
| C-2  | - | C.B.D.                          |
| M-1  | - | Industrial                      |
| P-1  | - | Park, Institutional             |





KOOTENAY  
LAKE

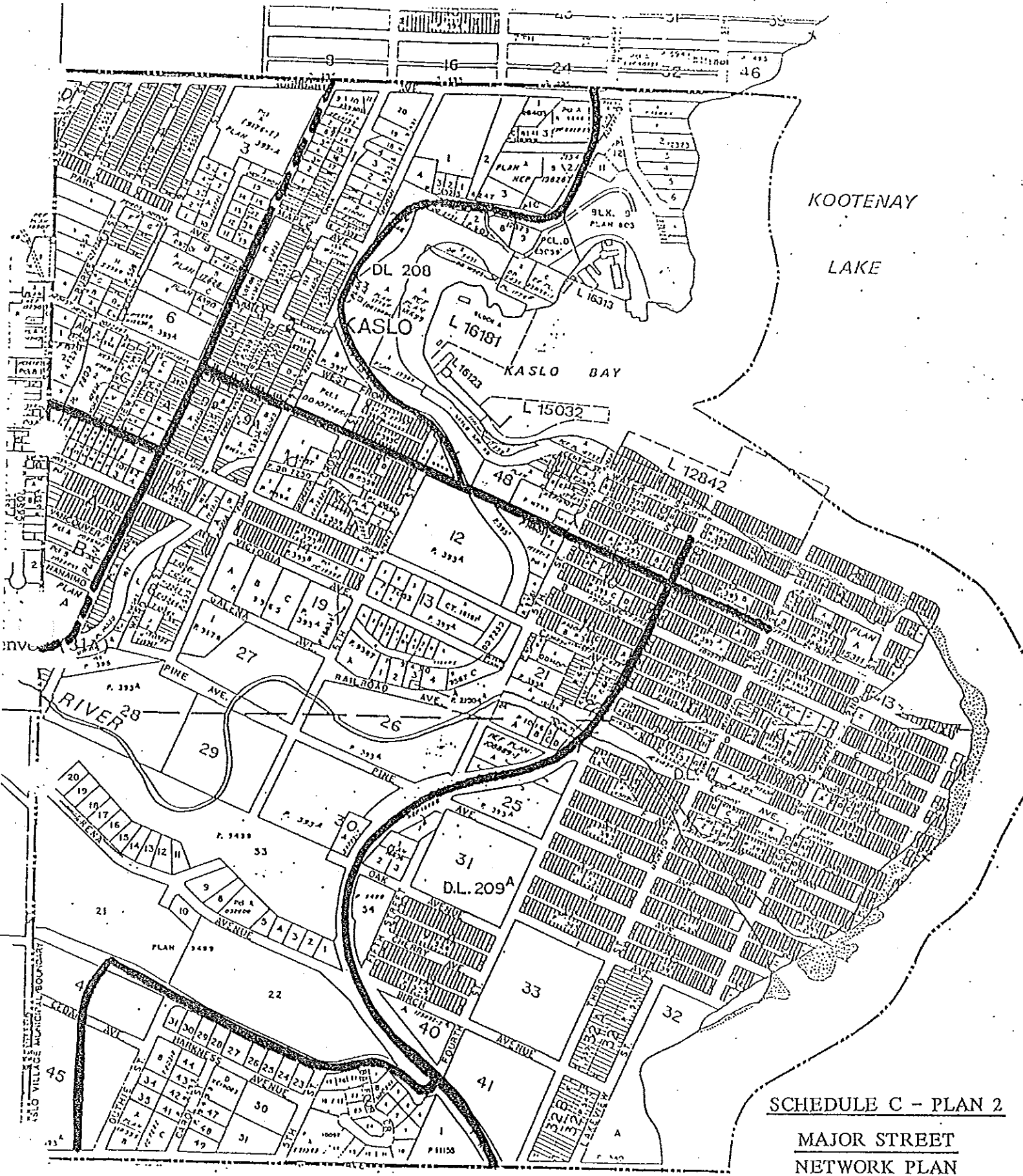
SCHEDULE C - PLAN 1

EXISTING MOTH  
ARTERIES

COLLECTOR ROADS



ALL OTHER ROADS  
ARE LOCAL ROADS

To Meadow Creek  
Highway 31



SCHEDULE C - PLAN 2

MAJOR STREET  
NETWORK PLAN

-  EXISTING
-  PROPOSED

To Nelson  
Highway 31

## APPENDIX A

### ACCEPTABLE STANDARDS FOR DRAWING SUBMISSIONS

This Appendix outlines the minimum standards for design and record drawings which will be acceptable to the Municipality. This Appendix is included for information only and does not form part of the Village of Kaslo Subdivision Servicing Bylaw.

#### A.1 INTRODUCTION

All design drawings and record drawings, except record drawing transparencies, shall be signed and sealed by a Professional Engineer registered in British Columbia.

All drawings shall be sized A-1 (594 mm x 841 mm). Record drawing transparencies shall be 3 mil double matte Mylar. Plan-profile drawings shall be 2 mm x 20 mm grid with the top half profile and the bottom half plan. The title block shall be located in the lower right hand corner of the sheet, with the consultant's name shown only in a 200 mm x 50 mm space beside the title block.

#### A.2 SYMBOLS AND LETTERING

Standard symbols for the various facilities shall be used on all drawings. Standard details for items such as manholes, catch basins, hydrant assemblies, etc. need not be shown in detail, unless deviation from details shown on the applicable Standard Drawings is proposed or has occurred.

Lettering shall be an open style vertical gothic style applied using a mechanical template, computer graphics system or equivalent, using generally upper case lettering and black India ink. Lettering shall be a minimum of 2.0 mm high and shall be fully legible.

North arrows shall point either toward the top of the sheet or toward the left hand edge of the sheet and shall be placed on the right hand side near the top of the sheet.

#### A.3 SCALES AND DIMENSIONING

All scales shall be standard metric scales and shall conform to the following.

General Plan:	not less than 1:1000
Key Plan:	not less than 1:5000

##### Plan-Profile Drawings

Plan:	1:500
Profile:	Horizontal 1:500 Vertical 1:50

##### Plan-Profile Drawings

Plan:	1:1000
Profile:	Horizontal 1:1000 Vertical 1:100

#### Intersection/Corner Details

Plan:	1:200
Profile:	Horizontal 1:200 Vertical 1:20

Miscellaneous Details: Appropriate metric scale

Pipe sizes shall be shown in millimetres using 1" - 25 mm (ASTM designation). Distance and location dimensions shall be shown in metres and, where existing dimensions are in imperial scale, shall be soft converted using the factor one foot = 0.3048 m.

All elevations shown on drawings shall be based on Integrated Survey (Geodetic) datum.

#### **A.4 INFORMATION TO BE INCLUDED ON DRAWINGS**

A complete set of drawings shall consist of a general plan, key plan, plan and profile of roads and services and additional plans showing special details. Three separate sets of plan-profile drawings are required to show:

- roads, streets, lanes, walkways and related facilities
- storm and sanitary sewers,
- watermains and related facilities
- underground wiring and ornamental street lighting

All known existing underground services, watercourses and structures on or adjacent to the site shall be shown, along with a notation as to whether they are to be retained, removed, relocated or redirected.

The following information shall be included with design drawings submitted for approval, with design information and notes added so as to be easily removable at the record drawing stage.

##### **A.4.1 General Plan**

- all mains, including gas mains
- all existing and proposed property lines for subdivision
- all existing and proposed buildings for development
- location and monument number of integrated survey monuments and any other monuments and/or bench marks used in preparing the design drawings

##### **A.4.2 Key Plan**

- the key plan may be drawn on one corner of the General Plan
- location of subdivision or development with respect to major roadways and trunk water and sewer lines
- drainage pattern and tributary drainage area

##### **A.4.3 Roads Plan/Profile**

### **Plan**

- Property lines
- offsets to ditch lines, edge of pavement curbface
- grading limits, appropriate horizontal curve information
- B.C. and EC for all horizontal curves
- centreline of road
- road and right of way widths
- sidewalk and walkway locations and widths
- culvert locations, sizes and invert elevations
- catch basin locations and rim elevations
- curb return radii
- driveways
- manhole cover elevations
- street name
- poles, fences and other surface features

### **Profile**

- centreline and/or gutter profiles
- vertical curve information
- BC and EC for all vertical curves
- vertical points of intersection and grades between points
- centrelines of intersecting roads
- original ground profile at centreline (and on both sides of right-of-way as applicable)
- ditch invert profiles as applicable
- culvert inverts
- walkway profiles

### **Intersection**

#### **Plan/Profile**

#### **Plan**

- gutter elevations at maximum 7.5 m intervals
- curb return data
- finished road elevations at maximum 7.5 m grid

#### **Profile**

- profile of gutter along curb returns showing minimum of five (5) elevations along the curb return and extending 7.5 m in each direction from the ends of the curb return.

#### **Details**

- typical road construction details
- typical pavement structure(s)
- curb, gutter, sidewalk details
- walkway details
- sidewalk crossing details
- other details as required

#### **A.4.4 Storm and Sanitary Sewers, Watermains**

##### **Plan**

- centreline of sewers and watermains
- centreline of ditches
- property lines
- pipe size and material, including pressure class
- locations of manholes, catch basins, cleanouts, culverts, service connections, valves, fittings, hydrants and related appurtenances in relation to roadway, easement and/or lot property lines.
- invert elevations of all storm and sanitary service connections at the property line
- minimum basement elevations where applicable.
- varying backfill or surface restoration requirements,

##### **Profile**

- existing and finished ground elevation on pipe centreline
- invert of water and sewer pipe(s) profile
- ditch profiles
- invert elevation of each pipe entering or leaving manholes and cleanouts and at all changes in gradient,
- slope (in percent) of the pipe(s)
- location and elevation of all other services, including service connections, which cross the pipe(s)

##### **Details**

- manholes, catch basin and cleanouts, cover and frame and intersection details
- typical service connections
- pipe bedding, trench and anchor block details
- storm inlet/outlet details
- valves, thrust blocks, hydrants, standpipe, air-release valve details
- other details as required

#### **A.4.5 Underground Wiring and Street Lighting**

##### **Plan**

- roadway, easement and lot property lines
- location of underground ducting, overhead wiring, street light poles, power poles, telephone poles, kiosks, service and control equipment and all related appurtenances
- all other existing and proposed underground and overhead utilities, including gas mains
- wiring diagrams for street lighting

#### **A.4.6 On-Site Servicing Drawings**

Off-site services in municipal utility rights-of-way shall be included in the set of drawings for off-site services. A separate and distinct set of plans shall be submitted for on-site services on private property and these services shall not be included on the same plans as off-site services located in municipal utility rights-of-way.

On-site services may be shown on a plan drawing which includes the following minimum information:

- size and location of all water mains, valves, fittings, hydrants and appurtenances
- size, slope, location and design capacity of all sewer lines,
- invert elevations of manholes, sumps and major pipe intersections
- basement and/or floor slab elevations for all buildings
- clearance where pipes cross
- existing and proposed elevations around the site perimeter, at key points at pavement and building edges, catch basin rims, etc.
- if warranted by site topography, existing and proposed contours

#### A.4.7 As-built Drawings

As-built drawings shall clearly illustrate the work as it has been constructed, shall accurately locate all services and service connections and shall include all changes from the drawings as originally approved for construction. Road cross-section sheets, standard detail sheets, general plan, key plan, intersection detail plan-profiles, etc. need not be submitted as as-built drawings.

#### A.5 DRAWING SUBMISSIONS

Drawing submissions are required as follows:

- a) preliminary layout plan (2 paper prints).
- b) upon acceptance in principle of a), preliminary servicing plan (2 paper prints).
- c) upon acceptance in principle of b), detailed design drawings for review (2 sets, paper prints) one set may be returned for revisions, if necessary.
- d) revised detailed design drawings for review (2 sets paper prints), repeated as necessary.
- e) upon acceptance of c) or d), one additional complete set of paper prints, plus 2 sets of paper prints of waterworks drawings.
- f) upon receipt of any required Provincial Government approvals, and upon notification by the Municipality's Engineer, sufficient additional paper prints to allow five complete sets of the latest accepted drawings to be assembled. (Two sets, stamped and signed "Approved for Construction" will be returned to the Developer's Engineer when all applicable agreements have been signed and all required security deposits, cash deposits and insurance documentation has been received by the Municipality).
- g) after detail design drawings are accepted, the Owner shall engage a registered B.C. Land Surveyor to perform all legal surveys and prepare the subdivision plan and all utility easement plans for registration.
- h) upon completion of the work, as-built drawings consisting of 2 sets of paper prints of drawings which are signed and sealed, one set of full sized positive transparencies of drawings which are not signed or sealed and the "original" and one set of copies of service record sheets in a form acceptable to the Municipality, which shall be signed and sealed.

APPENDIX "B"



**APPENDIX B**

**TYPICAL FORMS AND AGREEMENTS**

The forms contained herein will be acceptable to the Municipality. These forms are included for information only and do not form part of the Village of Kaslo's Subdivision Servicing Bylaw.

Servicing Agreement.....	B- 2 - B-12
Permission to Construct.....	B-13
Certificate of Inspection.....	B-14
Certificate of Completion .....	B-15
Certificate of Acceptance.....	B-16
Form of Irrevocable Standby Letter of Credit .....	B-17
Utility Right-of-Way Agreement.....	B-18 - B20
Application for Preliminary Layout Review .....	B-24 - B28
Application for Final Subdivision Approval.....	B-29
Latecomer Agreement.....	B-30 - B39

SERVICING AGREEMENT

No. \_\_\_\_\_

between

Village of Kaslo

and

---

Developer

**SERVICING AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_;

**BETWEEN:**

**The Village of Kaslo** incorporated under the laws of the Province of British Columbia, and having its  
Municipal Offices at

(hereinafter called the "Municipality")

OF THE FIRST PART

**AND:**

\_\_\_\_\_ (hereinafter called the "Owner")

OF THE SECOND PART

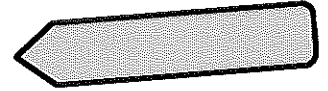
**WHEREAS:**

- A. The Owner is the registered owner in fee simple of lands and premises within the Village of Kaslo, in the Province of British Columbia, more particularly known and described as follows:

(hereinafter called the "Lands")

**APPENDIX B**

**TYPICAL FORMS AND AGREEMENTS**



The forms contained herein will be acceptable to the Municipality. These forms are included for information only and do not form part of the Village of Kaslo's Subdivision Servicing Bylaw.

Servicing Agreement.....	B- 2 - B-12
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Application for Preliminary Layout Review .....	B-24 - B28
Application for Final Subdivision Approval .....	B-29
Latecomer Agreement.....	B-30 - B39

SERVICING AGREEMENT

No. \_\_\_\_\_

between

Village of Kaslo

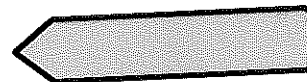
and

---

Developer

**SERVICING AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;



**BETWEEN:**

**The Village of Kaslo** incorporated under the laws of the Province of British Columbia, and having its  
Municipal Offices at

(hereinafter called the "Municipality")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_

(hereinafter called the "Owner")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Owner is the registered owner in fee simple of lands and premises within the Village of Kaslo, in the Province of British Columbia, more particularly known and described as follows:

(hereinafter called the "Lands")

- B. The Owner desires to subdivide the Land or Develop on the Land.
- C. The Approving Officer or the Municipality has agreed to approve the subdivision of the Lands or the Development respectively subject to the terms and conditions contained in this Contract, and the posting with the Municipality of the security deposit described herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promised covenants and agreement hereinafter set forth, the parties hereto covenant, agree, represent and promise as follows:

**APPENDICES 1.** The following Appendices will be read with and form part of this Agreement:

Appendix "A" - A copy of the subdivision plan of the Lands;

Appendix "B" - A list of the "Works" and an estimate of their respective construction costs.

Appendix "C" - Construction drawings to be used for the construction of the "Works".

#### **OWNER TO DO WORK**

- 2. The Owner covenants and agrees to construct and provide all the works and services listed and shown on Appendices "B" and "C" hereto, as approved by the Municipality, in accordance with the standards contained in Schedule "A" of the Municipality's Subdivision Servicing Bylaw.

#### **TRANSFER OF INTEREST IN WORKS**

- 3. The Owner covenants and agrees with the Municipality to assign, transfer and convey to the Municipality all of its right, title and interest in the works on any and all of the lands, upon the completion of the works, (as witnessed by the issuance of a certificate of substantial completion). The Owner will from time to time and at all times so long as it exercises any rights of ownership in the "said lands" upon the request of the Municipality, make do and execute or cause or procure to be made, done and executed, all such further acts, deeds, rights-of-way, easements and assurances for the more effectual carrying out of this Agreement.

#### **PERMISSION TO DO WORK**

- 4. The Municipality covenants and agrees to permit the Owner to construct the "Works", including that portion of the "Works" to be constructed on dedicated highways controlled by the Municipality; on the terms and conditions herein, and in the manner required by and at the places specified in the Plans and Specifications; provided that nothing in this Agreement shall be construed as an undertaking, promise or covenant on the part of the Municipality to make available the use of or access to the "Works" for any purpose, and without limiting the foregoing, for the purpose of serving the Lands or any other real property whatsoever either owned or controlled by the Owner or its associates or otherwise, but rather the Municipality reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent or otherwise dispose of the "Works" as its Council from time to time deems fit.

## **CHANGES TO BYLAWS**

5. The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by Bylaw prior to the actual commencement upon the lands of the works contemplated by this Agreement.

## **LOT GRADING**

6. The Owner covenants and agrees to adhere in all respects to the contours, elevations and drainage patterns indicated on the lot grading plan or storm water management plans prepared by the Engineer and/or Engineering Company indicated in Clause 11 hereof, and which are attached as part of Appendix "C" to this Agreement.

## **START OF WORK**

7. The Owner covenants and agrees not to commence work until the Municipality provides the Owner with written permission to proceed with construction in the form provided in Appendix "B". to the Municipality's Subdivision Servicing Bylaw.

## **COMPLETION OF WORK**

8. The Owner shall complete the construction of the works, specified in Appendix "B" and "C" as Project No. \_\_\_\_\_ of the Municipality, to the satisfaction of the Municipality by the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

## **OWNER TO GRANT RIGHTS OF WAY**

9. The Owner covenants and agrees to grant to the Municipality all necessary road dedications, statutory rights-of-way and easements over the said lands to accommodate the said works and, where the said works are located upon or under privately owned lands other than the said lands, to obtain at the Owner's expense, all necessary road dedications, statutory rights-of-way and easements over such lands, in favour of the Municipality where applicable, to accommodate the said works.

## **DESIGN BY P.ENG.**

10. The Owner covenants and agrees that all works required herein, shall be designed by a Professional Engineer, who shall be registered with the Association of Professional Engineers of British Columbia and retained by the Owner. Plans and specifications for the said works shall be prepared by or under the direct supervision of the said Professional Engineer and all plans shall bear his professional seal and signature.

The Owner covenants and agrees to ensure that his Design Engineer (as specified in Clause 11) maintains professional liability and errors and omissions insurance to a value of \$250,000 per occurrence during the term of his engagement.



The Owner covenants and agrees to retain the Design Engineer during the construction period for the purposes of inspection to ensure compliance with the approved design and to provide certification of the as-built records.

**ENGINEERING DRAWINGS**

- 11. The Owner covenants and agrees that the intent of this Agreement is that the Owner shall construct fully completed works, and grant necessary easements as shown in the plans and specifications prepared by:

under Drawing Nos.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and as received for the purposes of this Agreement by the Municipality on the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**CHANGES TO DESIGN BY MUNICIPALITY**

- 12. The Municipality's Engineer may require that the Plans be altered because of conditions at the site, so that the works function and operate in a manner satisfactory to the Municipal's Engineer. Should the works, as provided herein, prove to be in anyway defective or should they not operate to the satisfaction of the Municipality's Engineer, then the Owner shall, at his own expense, modify and reconstruct the works so that the works shall be fully operative and function to the satisfaction of the Municipality's Engineer.

**CERTIFICATE OF COMPLETION**

- 13. A Certificate of Substantial Completion, shall be provided by the Municipality on the completion of the construction listing all the deficiencies. This letter of Substantial Completion shall not be construed as acceptance of the works.

## **"AS-BUILT" SUBMISSION**

14. The Owner covenants and agrees to submit to the Municipality the final "as-built" drawings and records of construction, and test results, as accepted by the Municipality's Engineer, pursuant to Schedule 'A' of the Municipality's Subdivision Servicing Bylaw, within 60 days of the date of the Letter of Substantial Completion.

## **MAINTENANCE PERIOD AND RESPONSIBILITY**

15. The Owner covenants and agrees to maintain every part of the "Works" in perfect order and in complete repair for a period of one year from the date shown on the certificate of Substantial Completion in accordance with the requirements of the Municipality's Subdivision Servicing Bylaw.

Should the Owner, for any reason, fail to maintain when ordered, then the Municipality, at its option, after giving the Owner seven days written notice (emergencies excepted), may do so, and the whole costs, charges and expenses so incurred by the Municipality will be payable by the Owner, as provided herein. The decision of the Municipality's Engineer will be final with respect to the necessity for repairs, or the adequacy of any work done.

## **CERTIFICATE OF ACCEPTANCE**

16. The Municipality covenants and agrees that upon satisfactory completion by the Owner of all of the covenant and conditions in this Agreement, including the maintenance of the works in complete repair for a period of one (1) year, to provide the Owner with a Certificate of Acceptance of the works, signed by the Municipality's Engineer. Notice of acceptance of the work will be issued by the Municipality's Engineer when all deficiencies have been corrected, "As-Built" drawings and service location cards received, and the maintenance period outlined herein has expired. The Certificate of Acceptance will be in the form outlined in Appendix B to the Municipality's Subdivision Servicing Bylaw. All such works and services remain at the risk of the Owner until the "Certificate of Acceptance" for the work has been issued.

## **FINAL BUILDING INSPECTION**

17. The Owner covenants and agrees that the Municipality will withhold the granting of a Final Inspection for the use of any building or part thereof, constructed upon the land until all the essential services herein have been completed to the satisfaction of the Municipality's Engineer.

## **OWNER INDEMNIFIES**

18. The Owner covenants and agrees to save harmless and effectually indemnify the Municipality against:
- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and whomsoever brought by reason of the execution of the works required by this Agreement. All such claims recoverable from the Municipality or any property which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, during the term of the Owner's work, shall be paid by the Owner, and if recoverable from the Municipality shall, together with any costs and expenses incurred in connection therewith, be charged to and paid forthwith by the Owner.
  - (b) All expenses and costs which may be incurred by reason of the execution of the required works by this Bylaw, resulting in damage to any property owned in whole or in part by the Municipality by custom or duty is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Owner, and if paid by the Municipality shall, together with any costs and expenses incurred in connection herewith, be charged to and paid forthwith by the Owner.
  - (c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Worker's Compensation Board assessments, unemployment insurance, federal or provincial tax, and of encroachments due to mistakes in survey, and all such claims recoverable from the Municipality, or the property of the Municipality, or any property of the Municipality, or any property which the Municipality by duty or custom is duly obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Owner, and if recovered from the Municipality shall, together with any costs and expenses incurred in connection therewith be charged to and paid forthwith by the Owner.
  - (d) All expenses and costs which may be incurred by the Municipality as a result of faulty workmanship and defective material in any of the works installed by the Owner.

The above clauses shall not be construed as to extinguish any rights which the Municipality would have were it not for the inclusion of Clause 17 in this Agreement.

## **INSURANCE BY OWNER**

19. The Owner will at his sole expense throughout the currency of the work carry Comprehensive Liability Insurance acceptable to the Municipality in the amount of at least two million dollars (\$2,000,000.00) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under Clauses 18(a), (b), (c) and (d).

## **INSURANCE COVERAGE**

20. The Owner covenants and agrees to provide the following insurance coverage, and to provide the Municipality with a copy of the insurance policy prior to the commencement of any construction of the works:
- (a) To protect the Owner and the Municipality against all claims arising out of:
    - i) Death or injury to persons; and
    - ii) Damage to, or loss of use of, any property of third persons, including without limiting the foregoing; the following classes of property: Real property, chattels, land, works, buildings, structures, wires, conduits, pipes, mains, shafts, sewers, tunnels, and apparatus in connection therewith, even when the damage or loss of use is caused by vibration, moving, shoring, underpinning, raising, rebuilding or demolition of any building, structure or support, or by excavation, tunnelling or other work below the surface of the ground or water; and
    - iii) Damage to or loss of all building, structures, stores, equipment and materials included in or required for the carrying out of the "Works".
  - (b) Every policy of insurance required will:
    - i) Name the "Village of Kaslo" as an additional insured; and
    - ii) State that policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
    - iii) State that the policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the Municipality, delivered to Village of Kaslo Chief Administrative Officer.

## **SECURITY DEPOSIT**

21. As security for the due performance of all of the covenants and promises contained in this Agreement the Owner has deposited with the Municipality a security deposit in the amount of \$ \_\_\_\_\_, in the form of cash or an Irrevocable Letter of Credit acceptable to the Municipality (herein called the "Security Deposit").

## **FORFEIT OF SECURITY DEPOSIT**

22. In the event that the Owner fails to construct and install the Works and Services prescribed herein within the time specified in Clause 8, the said Security Deposit of \$ \_\_\_\_\_ will be forfeited to the Municipality.

## **DESIGN BOND**

23. Where security is provided in lieu of approved working drawings, (hereinafter called a "Design Bond") the Owner agrees to have the working drawings completed to the satisfaction of the Municipality's Engineer within 90 days of the date of this Agreement. Failure to do so will result in forfeiture of the Design Bond in the amount of \$ \_\_\_\_\_ which shall be used by the Municipality to complete the design. Once forfeited, the Design Bond becomes non-refundable in whole or in part.

## **USE OF SECURITY**

24. The Owner agrees that if all the works or obligations are not completed, installed or performed pursuant to this Agreement, the Municipality may complete or fulfil the works or obligations at the cost of the Owner and deduct from the security deposit held by the Municipality the cost of such completion, and the balance of the deposit shall be returned to the Owner, less any additional administration fees or costs incurred. If there is insufficient money on deposit with the Municipality then the Owner will pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for completion. It is understood that the Municipality may do such work either by itself or by Contractors employed by the Municipality. If the works are completed as herein provided, then the deposit shall be returned to the Depositor.

## **RELEASE OF SECURITY DEPOSIT**

25. If the Municipality's Engineer is satisfied that the Owner has complied with the covenants contained in this agreement and if there is no litigation pending or threatened by any third party against the Municipality as a result of, or arising from the construction of the "Works", the Municipality's Engineer may return all, or any portion of the Security Deposit to the Owner at such times and in such amounts as he may deem proper, provided only that it will retain an amount equal to 15% of the Security deposit, with a minimum of \$1,000 to secure the performance of the maintenance required of the Owner (hereinafter called the "Maintenance Deposit").

## **RETURN OF MAINTENANCE DEPOSIT**

26. After the period set out in section 15 of this Agreement has expired, if the Municipality's Engineer is satisfied that the Owner has complied with Covenants contained in this agreement and if there is no litigation pending or threatened by any third party against the Municipality as a result of, or arising from the construction of the "Works", the Municipality's Engineer may direct that the Maintenance Deposit be returned to the Owner and thereafter the Owner's responsibility for the "Works" shall cease.

## **ADMINISTRATION FEE**

27. The Owner covenants and agrees to pay to the Municipality a non-refundable fee in the amount of \$ \_\_\_\_\_ to cover administration and processing costs. These fees are payable prior to the signing of this Agreement or the commencement of construction of the works.

**INSPECTION FEE**

28. The Owner covenants and agrees to pay to the Municipality a non-refundable fee in the amount of \$\_\_\_\_\_ to cover inspection on a periodic basis. These fees are payable prior to the signing of this Agreement and the commencement of construction of the works.

**NO OTHER REPRESENTATIONS**

29. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the developer other than those in this agreement.

**COMPLIANCE WITH BYLAWS**

30. Subject to this Agreement, the works and the development herein shall comply with all of the Bylaws of the Village of Kaslo.

**NO WAIVER**

31. The Owner covenants and agrees that nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said lands as if the Agreement had not been executed and delivered by the Owner.

**WHENEVER** the word "will" is used in this Agreement it will be construed as imperative (mandatory).

**WHENEVER** the singular or the masculine is used in the Agreement it will be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

**THIS CONTRACT SHALL ENURE TO THE** benefit of and be binding upon the parties hereto, their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first above written.

	THE CORPORATE SEAL OF	)	
		)	
FOR	was hereunto affixed in the	)	SEAL
CORPORATE	presence of:	)	
BODY		)	
		)	
	_____	)	
	Authorized Signatory	)	
		)	
		)	
	_____	)	

FOR  
PRIVATE  
INDIVIDUAL

SIGNED, SEALED AND DELIVERED )  
by the above named in the )  
presence of: )  
Name: \_\_\_\_\_ )  
Address: \_\_\_\_\_ )  
\_\_\_\_\_)  
Occupation: \_\_\_\_\_ )

Owner's Signature

SIGNED, SEALED AND DELIVERED )  
THE CORPORATE SEAL OF )  
The Village of Kaslo )  
was hereunto affixed in the )  
presence of: )  
\_\_\_\_\_)  
MAYOR )  
\_\_\_\_\_)  
CLERK )

SEAL

**PERMISSION TO CONSTRUCT**

Authorization to proceed with construction is hereby granted to:

NAME OF DEVELOPER \_\_\_\_\_

ADDRESS \_\_\_\_\_

For the works described generally as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

Authorized Hours of Work: From \_\_\_\_\_ hrs. to \_\_\_\_\_ hrs.  
Monday to Saturday Inclusive.

Check the following: (All must be completed)

- \_\_\_ Approved plans covering the works are attached.
- \_\_\_ Certificates of Insurance are attached.
- \_\_\_ Administration fee has been paid.
- \_\_\_ Inspection Fee has been paid.
- \_\_\_ Security deposit has been paid.
- \_\_\_ A Servicing Agreement has been completed - No.

Design Engineer:

Contact:

Phone No.: \_\_\_\_\_ (Bus:) \_\_\_\_\_ (Res:)

Special Conditions:

\_\_\_\_\_  
\_\_\_\_\_

FOR MUNICIPALITY

File No. \_\_\_\_\_

cc: Contractor



**CERTIFICATE OF INSPECTION**

**I HEREBY** certify that all engineering and construction services, required under the Subdivision Servicing Bylaw of the Village of Kaslo for the subdivision of:

LEGAL DESCRIPTION: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

which services were designed by:

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

and approved for construction on drawing numbers:

drawing number	date	drawing number	date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

have been installed and inspected by or under the direction of:

\_\_\_\_\_  
\_\_\_\_\_

**I FURTHER CERTIFY** that the "As-Built" drawings hereby submitted represent the works and services as installed for the aforementioned subdivision.

ENGINEER'S  
SEAL

(Signature and name of the  
Professional Engineer  
responsible for design)

**CERTIFICATE OF COMPLETION**

DEVELOPER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

SERVICING  
AGREEMENT NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

This certificate is issued pursuant to the Subdivision Servicing Bylaw.

The **MAINTENANCE PERIOD** for the Works will begin on \_\_\_\_\_

The **MAINTENANCE PERIOD** for the Works will end on \_\_\_\_\_

The attached is a **LIST OF DEFICIENCIES** related to the Works:

The Certificate of Acceptance will be issued when all deficiencies have been cleared, the maintenance period expired, and the Municipal Clerk has been satisfied all conditions of the Servicing Agreement have been fulfilled.

This Certificate has been made to the best of the Engineer's knowledge, information and belief. It does not constitute acceptance of any Work not in accordance with the requirements of the Subdivision Servicing Bylaw, and not listed as a deficiency herein, whether or not such defect(s) could have been observed or discovered during construction.

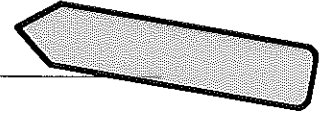
Municipality Engineer

cc: Contractor

**CERTIFICATE OF ACCEPTANCE**

DEVELOPER:

\_\_\_\_\_



CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT NO.:

\_\_\_\_\_

SERVICING  
AGREEMENT NO.:

\_\_\_\_\_

DATE:

\_\_\_\_\_

All deficiencies, defects or faults in the Work observed or discovered within the period preceding the date of this Certificate having been rectified, this Certificate is issued pursuant to the Referenced Servicing Agreement.

This Certificate has been made to the best of the Municipal Engineer's knowledge, information and belief. It does not constitute acceptance of any work not in accordance with the requirements of the Servicing Agreement whether or not such defect(s) could have been observed or discovered during construction.

MUNICIPALITY

cc: Contractor

**FORM OF IRREVOCABLE LETTER OF CREDIT**

(To be typed on Bank letterhead)

TO:

No.: \_\_\_\_\_

Amount: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Dear Sirs/Mesdames:

We hereby authorize you to draw on the (name and address of Bank) for the account of our customer, (name of developer), up to an aggregate amount of (dollars in writing and in numbers) available on demand.

Pursuant to the request of our customer (name of developer) we, (name of Bank) hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour, without enquiring whether you have the right as between yourself and our said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

The Letter of Credit we understand relates to those services and financial obligations set out in a Agreement between our customer and the Municipality and referred to as (name and date of Contract).

The amount of this Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we specifically notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

Dated at \_\_\_\_\_ British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Yours truly,

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**RIGHT-OF-WAY AGREEMENT**

**THIS INDENTURE** made the        day of        , A.D., 20    .

**BETWEEN:**

(Hereinafter called the "Grantor")

**OF THE FIRST PART**

**AND:**

Village of Kaslo  
P.O. Box 576  
Kaslo, B.C.  
VOG 1M0

(Hereinafter called the "GRANTEE")

**OF THE SECOND PART**

**WHEREAS**, The Grantor is the registered owner or is entitled to become the registered owner of an estate in fee simple of **ALL AND SINGULAR** those certain parcels or tracts of land and premises situate, lying and being in the Village of Kaslo, in the Province of British Columbia, and being more particularly known and described as:

(Hereinafter called the "Lands of the Grantor")

**AND WHEREAS** to facilitate the installation of a system of sewerage Works, and/or waterworks, and/or drainage works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith and/or hydro electric, telephone and/or cablevision, works including all wires, poles, conduits and other facilities in connection therewith:

(Hereinafter called the "Works")

The Grantor has agreed to permit the construction by the Grantee of the aforementioned Works on a portion of the said Land and to grant for that purpose the right-of-way hereinafter described;

**NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the sum of **One (\$1.00) Dollar** of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor) and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration:

**1.0 THE GRANTOR DOTH HEREBY:**

- 1.1 Grant, convey, confirm and transfer, in perpetuity, unto the grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across that part of the Land of the Grantor as shown outlined in red on Right-of Way Plan No.

(Hereinafter called the "Perpetual Right-of-Way")

- 1.2 Covenant and agree to an with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee in relation to the Works;
- 1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way;
- 1.4 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workmen, contractors and all other licensees of the Grantee together with machinery, vehicles, equipment and materials for a period of \_\_\_\_\_ days only from the date of this Agreement, the full free and uninterrupted right, license, liberty, privilege, permission and Right-of-Way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress and egress to and from the Perpetual Right-of-Way and for the purpose of storing machinery, vehicles, equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurfaced material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands of the Grantor, shown outlined in green on Right-of-Way Plan No. \_\_\_\_\_.

(Hereinafter called the "Working Right-of-Way")

Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the subsurfaced of the Working Right-of-Way and the Grantee shall only clear such trees and growth and interfere and disturb the surface of the Working Right-of-Way in a manner that is reasonably necessary in the conduct of its operations thereon;

**2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:**

- 2.1 That the Grantor will not, nor permit any other person to erect, place, install or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire, or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to Works authorized hereby to be installed in or upon the Perpetual Right-of-Way;

- 2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which might interfere with or injure the said Works and in particular will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee; provided that such consent shall not be unreasonably withheld;
- 2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way and in particular, without in anyway limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Perpetual Right of Way;
- 2.4 That the Grantor will, from time to time and at all times upon every reasonable request and at the cost of the Grantee, do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.
- 3.0 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR as follows:**
- 3.1 That the Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- 3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee and will leave such lands in a neat and clean condition;
- 3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands. **PROVIDED HOWEVER** that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;
- 3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;
- 3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder;
- 3.6 The Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible to the same conditions that they were in prior to any entry by the Grantee upon the Lands;
- 4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:**
- 4.1 The said Works referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;

- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall, at all times, remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee;
- 4.3 In the event that the Grantee abandons the Works or any part thereof the Grantees may, if it so elects, leave the whole or any part thereof in place;
- 4.4 That no part of the Title in Fee Simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantee may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- 4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seised or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- 4.6 If, at the date hereof, the Grantor is not the sole registered owner of the Lands of the Grantor, this Agreement shall nevertheless bind the Grantor to the full extent of his interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;
- 4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;
- 4.8 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.



IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

**SIGNED, SEALED AND DELIVERED** )  
by the Grantor this     day )  
of     , 20     . )

\_\_\_\_\_) )  
Name )

\_\_\_\_\_) )  
Address )

\_\_\_\_\_) )  
Occupation )  
(as to all signatures of Grantor) )

**THE CORPORATE SEAL OF THE GRANTOR** )  
was hereunto affixed this     day )  
of     , 20     . )  
in the presence of: )

\_\_\_\_\_) )  
\_\_\_\_\_) )

**THE CORPORATE SEAL OF THE** )  
**Village of Kaslo** was )  
hereunto affixed this     day )  
in the presence of: )

\_\_\_\_\_) )  
Mayor )

\_\_\_\_\_) )  
Clerk )

**CONSENT TO GRANT OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS** that  
is the registered holder of a charge by way of \_\_\_\_\_ against the within described  
property which said charge is registered in the Land Title Office,  
under Number(s) \_\_\_\_\_. For and in consideration of the sum of **One (\$1.00) Dollar** paid by the  
Grantor to the said Chargeholder (the receipt whereof is hereby acknowledged), the said Chargeholder  
agrees with the Grantor, its successors and assigns, that the within Right-of-Way shall be an encumbrance  
upon the within described property in priority to the said charge in the same manner and to the same effect  
as if it had been dated and registered prior to the said charge.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be signed, sealed and  
delivered in the presence of its duly authorized officers this \_\_\_\_\_ day of  
, 20 \_\_\_\_\_.

**THE CORPORATE SEAL OF THE** )  
GRANTOR was hereunto affixed )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )  
in the presence of: )  
)  
)  
)  
\_\_\_\_\_)  
)  
)  
)  
\_\_\_\_\_)

**THE CORPORATE SEAL OF THE** )  
CHARGEHOLDER was hereunto )  
affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )  
in the presence of: )  
)  
)  
)  
\_\_\_\_\_)  
)  
)  
)  
\_\_\_\_\_)

**APPLICATION FOR PRELIMINARY LAYOUT REVIEW**

---

The information requested in this form is required to expedite the application and assist the staff in preparing a recommendation.

This application must be completed in full and submitted with all required information, Application Fee and Certificate of State of Title or of Indefeasible Title for the subject property.

**Applicant and Registered Owner**

1. (1) Applicant's Name \_\_\_\_\_  
Address \_\_\_\_\_ Postal Code \_\_\_\_\_  
Telephone: Business \_\_\_\_\_ Home \_\_\_\_\_
- (2) Registered Owner's Name \_\_\_\_\_  
Address \_\_\_\_\_ Postal Code \_\_\_\_\_  
Telephone: Business \_\_\_\_\_ Home \_\_\_\_\_
- (3) A copy of a State of Title Certificate, or a copy of a Certificate of Indefeasible Title, dated no more than (30) days prior to submission of the application, must accompany the application as a proof of ownership.

**Application Fee**

2. An Application Fee as set out this Bylaw must be made payable to the "Village of Kaslo" and must accompany the Application.

**Other Applications**

3. Describe the other applications made in respect of the same subject property at the same time or approximately the same time as this subdivision application:
  - (a) Official Community Plan \_\_\_\_\_ Date applied: \_\_\_\_\_
  - (b) Zoning \_\_\_\_\_ Date applied: \_\_\_\_\_
  - (c) Other \_\_\_\_\_ Date applied: \_\_\_\_\_

**Property to be Subdivided**

4. (1) Legal Description in Full

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Location (street address of property, general description or map)

\_\_\_\_\_  
 \_\_\_\_\_

(3) Size of Property (area, number of parcels) \_\_\_\_\_

(4) Current Designation (Official Community Plan) \_\_\_\_\_

Current Zoning \_\_\_\_\_

(5) Proposed Designation (if applicable) \_\_\_\_\_

(6) Description of the Existing Use/Development

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(7) Description of the Proposed Use/Development

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(8) Services Currently Existing or Readily Available to the Property (check applicable area)

Services	Currently Existing		Readily Available*	
	YES	NO	YES	NO
Road Access	-	-	-	-
Water Supply	-	-	-	-
Sewage Disposal	-	-	-	-
Hydro	-	-	-	-
Cable Television	-	-	-	-
Telephone	-	-	-	-
Natural Gas	-	-	-	-
Canada Post Service	-	-	-	-

NOTE: \*Readily Available means existing services can be easily extended to the subject property.

(9) Proposed Water Supply Method

---

(10) Proposed Sewage Disposal Method

---

(11) Proposed Drainage Method

---

(12) Roads on or near Subject Property, and Proposed Access

---

(13) Approximate Commencement Date of Proposed Project

---

(14) Watercourses on or adjacent to Subject Property

---

(16) Description of Trees on Property

---

---

---

---

**Attachments**

5. At the time of submitting Application, the applicant shall comply with "Drawing Submissions" requirement of this Bylaw and include dimensioned sketch plans drawn to scale of 1:2500 showing:

- (a) parcel(s) or part of parcel(s) to be subdivided, the full legal description, and the location of existing buildings, structures.
- (b) arrangement and dimensions of parcel(s) and highway(s) which would be created or eliminated.
- (c) relationship of proposed subdivision onto adjacent highways.
- (d) existing buildings accurately located and identified.
- (e) utility and other easements required.
- (f) topography water courses and water frontages.
- (g) intended use of each parcel created.
- (h) location of proposed sewage treatment and disposal field systems if in an unsewered area.
- (i) location of nearest existing utilities.

**FOR OFFICE USE ONLY**

Forms duly completed, received

(Date)

(Signature of Official)

**APPLICATION FOR FINAL SUBDIVISION APPROVAL**

I/We hereby apply for a subdivision of the property described as

(insert legal description): \_\_\_\_\_

and located at (street address or general location)

\_\_\_\_\_

into (insert number of parcels) \_\_\_\_\_

Required application fee of \$ \_\_\_\_\_ required under section 7.0 are attached.

\_\_\_\_\_  
(Date) (Applicant's Signature)

THIS APPLICATION IS MADE WITH MY FULL KNOWLEDGE AND CONSENT

\_\_\_\_\_  
(Date) (Registered Owner's/ Authorized Signatory's Signature)

Where the Applicant is NOT the REGISTERED OWNER the Application must be signed

- in the case of an individual person or persons, by every REGISTERED OWNER or the Registered Owner's SOLICITOR
- in the case of a corporation, by the Corporation's AUTHORIZED SIGNATORY or SIGNATORIES.

<b>FOR OFFICE USE ONLY</b>	
APPLICATION FEE \$ _____	RECEIVED _____
RECEIPT NO. _____	
FOLIO NUMBER _____	
_____	
(Date)	(Signature of Official)

## LATECOMER AGREEMENT

THIS AGREEMENT dated for reference the      day of                      , 20

BETWEEN:

Village of Kaslo  
P.O. Box 576  
Kaslo, B.C.  
V0G 1M0

(the "Municipality")

OF THE FIRST PART

AND:

[INSERT NAME AND ADDRESS  
OF DEVELOPER]

(the "Developer")

OF THE SECOND PART

GIVEN THAT:

- A. The Developer has applied to the Municipality to develop the **lands** herein defined and is in accordance with the Municipality's subdivision bylaw providing water, sewage, drainage, or highway facilities, or a combination of such facilities, that will serve the lands;
- B. A portion of the water, sewage, drainage, or highway facilities (herein defined as "**excess or extended services**") will serve the **benefitting lands** herein defined, which **benefitting lands** do not include the lands;
- C. The Municipality considers that its costs to provide the **excess or extended services** in whole or in part are excessive, and requires the Developer, as owner of the **lands**, and the owners of any other land that, in the opinion of the Municipality, will benefit from the **excess or extended services**, to pay the cost of the **excess or extended services**;
- D. The Municipality is authorized to enter into this agreement under Section 990 of the *Municipal Act*;
- E. The Council of the Municipality has by way of                      Bylaw No.                      , as amended or replaced from time to time, set the rate of interest referred to under Section 990(8) of the *Municipal Act* and in paragraph 3 of this agreement;



NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements made by each of the parties to the other as set out in this agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipality and the Developer covenant and agree as follows:

### Interpretation

1. In this agreement

- (a) "benefitting lands" means the lands other than the lands that:
  - (i) in the opinion of the Municipality, will be served by the **excess or extended services**, which **benefitting lands** are, subject to paragraph 1(a)(ii), legally described on Appendix A, and
  - (ii) are connected to the **excess or extended services** after completion of those **excess or extended services**;
- (b) "completion" means the date that is the later of
  - (i) 21 days after written acceptance by the Municipality of a written statement from the Developer's professional engineer certifying the final costs of the **excess or extended services**; and
  - (ii) the issuance of a certificate of **completion** signed by the Municipality's Representative certifying that the **excess or extended services** have been completed to the standards and specifications set out in the bylaws of the Municipality such that the **excess or extended services** have been fully tested, are functional, and can be used for their intended purpose, all to the satisfaction of the Municipality;
- (c) "excess or extended services" means any combination, described in Appendix B, of a portion of a:
  - (i) highway system constructed by the Developer that will in the opinion of the Municipality provide access to the **benefitting lands**, or
  - (ii) water, sewage, or drainage system constructed by the Developer that will serve the **benefitting lands**;
- (d) "lands" means those certain lands legally described on Appendix C and owned by the Developer in respect of which the Developer is constructing highway, water, sewage, or drainage systems, a portion of which systems constitutes the **excess or extended services** that will serve the **benefitting lands**.

### Charges for Latecomer Connections or Use

2. The Municipality must pay to the Developer charges imposed by the Municipality under Section 990(5)(c) of the *Municipal Act* and described on Appendix D, only if and to the extent the charges are paid by the owners of **benefitting lands** and collected by the Municipality during the period commencing on **completion**, up to and including [INSERT DATE - UP TO 10 YEARS - AGREED UPON BY MUNICIPALITY AND DEVELOPER].

### Interest

3. There shall be included in the charge payable by the owner of **benefitting lands** under Section 990(5)(c) interest calculated annually at a rate prescribed by a bylaw of the Municipality, payable for the period commencing on **completion**, up to the date that the connection is made or the use commences, and if paid by the owners of **benefitting lands** and collected by the Municipality during the period referred to in paragraph 2, the interest shall be paid to the Developer.

### Assignment or Transfer of Developer's Rights

4. In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the Municipality may pay any benefits accruing under this agreement, after notice, to such successor of the Developer as the Municipality, in its judgment, deems entitled to such benefits. In the event of conflicting demands being made on the Municipality for benefits accruing under this agreement, then the Municipality may at its option commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the Municipality believes to be necessary or proper, and the Municipality shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the Municipality shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

### Indemnity

4. The Developer covenants not to sue the Municipality, its administrators, successors, assigns, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else for whom the Municipality is in law liable, by reason of or arising out of or in any way connected with any error, omission, or conduct of the Municipality in relation to the **excess or extended services**, including, without the generality of the foregoing, a failure of the Municipality to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under Section 990 of the *Municipal Act*.

## Termination

6. This agreement shall expire and shall be of no further force and effect for any purpose on the earlier of:
  - (a) the payment of the **latecomer charge** or charges by the Municipality to the Developer for all the **benefitting lands** under paragraphs 2 and 3 of this agreement; or
  - (b) [INSERT THE DATE SET OUT IN PARAGRAPH 2].

and thereafter the Municipality shall be forever fully released and wholly discharged from any and all liability and obligations hereunder this agreement, or howsoever arising pertaining to the **latecomer charges**, and whether arising before or after the expiry of this agreement.

7. Paragraphs 5 to 16 shall survive the termination of this agreement.

## Developer Representation and Warranty

8. The Developer represents and warrants to the Municipality that the Developer has not received, claimed, demanded, or collected money or any other consideration from the owners of the **benefitting lands** for the provision, or expectation of the provision of the **excess or extended services**, other than as contemplated and as provided for under this agreement; and further represents and warrants that the Developer has not entered into any agreement with the owners of the **benefitting lands** for consideration in any way related to or connected directly or indirectly with the provision of the **excess or extended services**.

## Miscellaneous

9. Time is of the essence.
10. Any notice required by this agreement will be sufficiently given if delivered by courier or registered mail to the parties at the addresses first above written.
11. This agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
12. This agreement shall be governed by the laws of the Province of British Columbia.
13. This agreement constitutes the entire agreement between the Municipality and Developer with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the Municipality with the Developer.

14. No amendment or waiver of any portion of this agreement shall be valid unless in writing and executed by the parties to this agreement. Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
15. A reference in this agreement to the Municipality or the Developer included or permitted assigns, heirs, successors, officers, employees, and agents.
16. The Developer represents and warrants to the Municipality that:
  - (a) all necessary corporate actions and proceedings have been taken by the Developer to authorize its entry into performance of the agreement;
  - (b) upon execution and delivery on behalf of the Developer, this agreement constitutes a valid and binding contractual obligation of the Developer;
  - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Developer to be in default of any other agreement or obligation, respecting the Lands; and
  - (d) the Developer has the corporate capacity and authority to enter into and perform this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the year and date first above written.

SIGNED, SEALED and DELIVERED by the )  
 [DEVELOPER] in the presence of )  
 ) c/s

\_\_\_\_\_  
 Name: (Authorized Signatory)

\_\_\_\_\_  
 Name: (Authorized Signatory)

SIGNED, SEALED and DELIVERED by the )  
 VILLAGE OF KASLO in the presence of: ) c/s

\_\_\_\_\_  
 Name:

\_\_\_\_\_  
 Name:

**APPENDIX A to LATECOMER AGREEMENT**

[insert legal descriptions of lands (other than the lands)  
considered by the Municipality to  
benefit from the **excess or extended services**,  
subject to paragraph 1(a)(ii)]

**APPENDIX B to LATECOMER AGREEMENT**

[insert description, including standards, specifications,  
and location, of excess or extended services]

**APPENDIX C TO LATECOMER AGREEMENT**

[insert legal description of lands]

## APPENDIX D TO LATECOMER AGREEMENT

The charges imposed by the Municipality for the purposes of paragraph 2 will, in respect of a particular parcel of the **benefitting lands**, be based on the following formula:

$$\frac{\text{[Parcel NDA]}}{\text{[benefitting lands NDA] + [lands NDA]}} \text{ [Excess or Extended Services Cost]}$$

where

"Excess or Extended Services Cost" means the cost accepted under paragraph 1(b);

"NDA" means net developable area, being the gross area of the parcel less areas to be dedicated for highway or park purposes and areas in respect of which statutory rights of way, easements, or fee simple will be granted to a government or crown corporation for utility purposes;

provided that the Municipality will not charge the owner of a parcel of the **benefitting lands** in respect of the connection to water or sewer **excess or extended services** of the first single family residential dwelling on that parcel to be so connected.



APPENDIX "C"

APPENDIX "C"

ADMINISTRATIVE PROVISIONS

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## APPENDIX "C"

### ADMINISTRATIVE PROVISIONS

#### 1. DEFINITIONS

In this Appendix unless the context otherwise requires:

"Engineer" means a professional engineer licensed to practice in the Province of British Columbia.

"Engineering Drawings, Standards and Requirements" means drawings and specifications prepared and given under the hand and seal of a professional engineer.

#### 2. APPLICATION FOR SUBDIVISION

- 2.1 Prior to submitting a formal application for subdivision approval the **Applicant** must submit a written application for Preliminary Layout Review.
- 2.2 The Approving Officer may, in writing, indicate whether or not the proposed layout is acceptable for submission for subdivision approval.
- 2.3 The Approving Officer may suggest revisions to the layout and other conditions of final subdivision approval based on applicable enactment and permits which, if incorporated in to plan, would assist the **Applicant** to apply for subdivision approval.
- 2.4 Acceptance of the preliminary layout by the Approving Officer.
  - (a) is considered as acceptance in principle only;
  - (b) does not exempt the Applicant from securing Final Approval prior to the deposit of the subdivision plan in the Land Title Office;
  - (c) does not bind the Approving Officer to grant **Final Approval**;
  - (d) is subject to all Municipal and Provincial Regulations governing the proposed Subdivision.
- 2.5 Every application for Subdivision must be made by the registered Owner/s or his agent authorized in writing.
- 2.6 An application for Final Subdivision Approval must be tendered for examination and approval by the Approving Officer and must be accompanied by an application form substantially in the form of the "Application for Final Subdivision Approval".
- 2.7 A Subdivision application fee is not refundable.

2.8 Subdivision of drawings to support the application process are required as follows:

- a) preliminary layout plan (2 paper prints).
- b) upon acceptance in principle of a), preliminary servicing plan (2 paper prints).
- c) upon acceptance in principle of b), detailed design drawings for review (2 sets, paper prints) one set may be returned for revisions, if necessary.
- d) revised detailed design drawings for review (2 sets paper prints), repeated as necessary.
- e) upon acceptance of c) or d), one additional complete set of paper prints, plus 2 sets of paper prints of waterworks drawings.
- f) upon receipt of any required Provincial Government approvals, and upon notification by the Municipality's Engineer, sufficient additional paper prints to allow five complete sets of the latest accepted drawings to be assembled. (Two sets, stamped and signed "Approved for Construction" will be returned to the Developer's Engineer when all applicable agreements have been signed and all required security deposits, cash deposits and insurance documentation has been received by the Municipality).
- g) after detail design drawings are accepted, the Owner shall engage a registered B.C. Land Surveyor to perform all legal surveys and prepare the subdivision plan and all utility easement plans for registration.
- h) upon completion of the work, as-built drawings consisting of 2 sets of paper prints of drawings which are signed and sealed, one set of full sized positive transparencies of drawings which are not signed or sealed and the "original" and one set of copies of service record sheets in a form acceptable to the Municipality, which shall be signed and sealed.

### 3. CONSTRUCTION OF HIGHWAYS

The Village of Kaslo shall permit the Developer to layout, construct and erect works and co-ordinate the installation of the private utility works in the highways to be dedicated by the subdivision plan, subject to the terms and conditions hereinafter provided in General Provisions and subject to all Provincial statutes and regulations governing construction and the use of highways.

### 4. SUBDIVISION PLAN

The Developer shall be solely responsible for the preparation of subdivision plans and for the registration of the approved subdivision plans in the Land Title Office at Nelson, B.C. In no case shall a single phase of development be approved unless the tentative subdivision plan for the entire development has been submitted to and approved by the Approving Officer.

The Developer shall forward to the Municipality a copy of the approved and registered subdivision plan once it has been registered at the Land Title Office in Nelson, B.C.

The Developer shall forward to the Municipality a copy of the approved prospectus once it has been registered with the Superintendent of Brokers, Insurance and Real Estate.

**5. ENGINEERING DRAWINGS**

Prior to commencing any works the Developer shall produce engineering drawings satisfactory to the Approving Officer for the installation of the underground, surface and overhead works connected with the servicing of the subdivision including the works to be supplied and installed by the private utility companies. The Municipality will require the Developer to engage the services of a qualified consulting engineering firm or qualified engineer acceptable to the Municipality to prepare the engineering information which may be required by the Municipality relevant to the development of the subdivision. Engineering drawings prepared and signed by private utility companies in support of their works will be acceptable. The engineering drawings shall be submitted to and shall receive the approval of the Approving Officer prior to commencement of construction. Such approval shall be construed only to mean that the drawings meet the general intent of the Bylaw and the Schedules attached hereto and shall not derogate from the right of the Municipality to require such changes, the necessity for which becomes apparent from time to time, in order that the requirements of the Bylaw shall be met.

The Developer shall submit to the Municipality the two paper prints suitable for submission to the Provincial Ministry of Health for a Health Certificate for waterworks or may submit a Health Certificate. The Developer shall obtain all other necessary Provincial Agency approvals prior to commencement of construction of any works. A copy of these Provincial Agency permits and a print of each approved drawing shall be filed with the Approving Officer.

Following approval of the detailed engineering drawings, these prints of the approved drawings and contract documents shall be deposited with the Municipality. Any additions or revisions shall receive the Approving Officer's approval prior to construction of the subject matter of the addition or revision.

**6. SCHEDULE**

If applicable, following the submission and approval of the subdivision plan, the Developer shall submit in writing a tentative time schedule for the development of the complete subdivision showing the approximate commencement of each phase of the subdivision. Prior to commencing any work on a phase of subdivision development, the Developer shall submit a more detailed time schedule of the works to be constructed from land clearing to completion of street surface improvements.

**7. INSPECTION**

The Developer's consulting engineer, at the Developer's expense, shall provide full inspection services for all works installed by the Developer or his contractors and shall ensure that all works are constructed and installed in accordance with the standards and specifications contained in this Bylaw. The consulting engineer shall file all his inspection reports with the Approving Officer, who may refuse to accept such report if there is reason to doubt the adequacy of such inspection. Should such report in the opinion of the Approving Officer be unsatisfactory, the Municipality may carry out full inspections at the cost of the Developer.

The Municipality shall appoint its own inspectors to inspect the Developer's works from time to time, the cost of which is covered by inspection fee charge to the Developer. Any inspection carried out by the Municipality shall, in no way, relieve the Developer of any obligations or responsibility whatsoever in connection with the installation of the works of the subdivision. If the Municipality discovers any defect or requires any correction, the matter shall be reported to the Developer's inspector for appropriate action. The Municipality shall not issue any direct order to the Developer's contractor except in the case of emergency. Requests from the Municipality to the Developer's inspector shall be acted on immediately.

## **8. MATERIALS**

The Developer shall submit to the Approving Officer prior to commencing construction on any phase of the subdivision, a complete list of the type of materials to be incorporated in the subdivision works along with the time schedule of construction. The materials list shall set out the type of materials to be incorporated in the works, the name of the manufacturer, a description of the material, its composition, the class or grade, CSA the ASTM or AWWA specification number and trade name of the materials. All materials used in the works must conform to the Municipality's standards as set out in this Bylaw. Any materials not meeting the Municipality's standards shall not be incorporated in the works.

## **9. CERTIFICATE OF ACCEPTANCE**

- (a) Upon completion of any phase of subdivision, the Developer shall supply to the Municipality a notification of completion of the works under the hand and seal of the consulting engineer of the Developer as well as "as-constructed" drawings of the works and completed Service Record Cards. If the work is acceptable to the Approving Officer, a Certificate of Completion shall be issued. Such Certificate may be issued separately for the works being the surface works including installation of street paving, curb and gutter, sidewalks, final boulevard grading and cleanup, water distribution system, sanitary sewer collection system and appurtenant structures, service connections, storm drains, street lights and controls and all private utility facilities necessary to service a phase of the subdivision for use. Subject to the guarantee, as hereinafter provided, the Municipality shall, on issuance of the Certificate of Completion, be responsible for the maintenance and operation of the works covered thereby.
- (b) A second Certificate of Completion may be issued for any phase of subdivision at the completion of the surface works including the installation of street paving, final boulevard grading and cleanup.
- (c) On receipt of the Developer's notification of completion, the "as-constructed" drawings and the Service Record Cards, the Approving Officer shall inspect the works and upon being satisfied that the works are completed according to the approved plans and specifications he may issue his Certificate of Completion to the developer. No phase of subdivision works shall be accepted until they are ready to operate and this shall include connection to Municipality services or appropriate outfalls or other services provided by the Approving Officer.
- (d) If, upon application for Certificate of Completion, the Approving Officer refuses to accept the works the Developer shall repair the works installed and correct deficiencies in the works not resulting from normal wear and tear and not resulting from the action of the Municipality.

**10. FINAL INSPECTION**

Within 12 months of the issuance of the Certificate of Completion, the Approving Officer will reinspect the works accepted and shall give notice to the Developer of any deficiencies and damage, not resulting from normal wear and tear of operation, the Developer shall forthwith correct the deficiencies and repair the damage. If the damage or deficiencies are not repaired or corrected forthwith upon written notice of the same, then the necessary repair and corrections may be done by the Municipality at the expense of the Developer.

**11. ONE YEAR GUARANTEE**

As provided above, the Developer shall repair the works installed and correct deficiencies in the works not resulting from normal wear and tear, for a period of one year from the date of the Certificate of Completion. The Approving Officer may, at its option, carry out the repair and correct deficiencies without notice to the Developer if, in the opinion of the Approving Officer, the work must be done immediately because of a hazard of any kind to the public or to ensure the proper operation of the works considered defective or damaged. The Municipality shall bill the Developer for such emergency works undertaken and the Developer shall pay the cost thereof to the Municipality. Upon satisfactory completion of the one year guarantee, as noted above, the Municipality will issue a Certificate of Acceptance.

**12. CONVEYANCE OF RIGHTS-OF-WAY AND EASEMENTS**

- (a) Upon acceptance of the work by the Approving Officer, the developer shall execute such documents as shall be produced by the Municipality conveying to the Municipality all right, title and interest of the Developer in the works.
- (b) The Developer shall grant to the Municipality all rights-of-way as shall be required by the Municipality for the purpose of servicing the works installed where the works are installed on property other than highways. The Developer shall execute such right-of-way agreements as the Municipality may produce to the Developer for this purpose prior to the Certificate of Completion being issued by the Approving Officer.

**13. LEGAL SURVEYS**

The Developer shall be responsible for all the legal surveys in connection with the subdivision and shall prepare all the documents necessary for registration of the subdivision. The Developer shall, at his sole expense, maintain sufficient legal survey control to the satisfaction of the Approving Officer throughout the construction program and shall, upon completion of the construction of highways and boulevard, cause each legal lot corner to be posted by a qualified land surveyor at the Developer's sole cost.

**14. BARRICADES AND DETOURS**

- (a) The Developer shall provide all such barricades, lighting and signs as shall be required to protect the public while the works are being installed. In order to maintain traffic movement with the least possible inconvenience, the Developer shall construct, where necessary in the opinion of the Approving Officer, such detours, temporary bridges and barriers as may be required to allow the public to drive safely around the works being installed.

- (b) Prior to commencing excavation on or in the vicinity of highways, the Developer shall contact the owners of all the utilities that may be affected by this work and request from them instructions for the emergency action to be taken in the event of damage to a utility or service connection.

15. **WAIVER**

Where, because of the size, location or service requirements of any subdivision, the services of a professional engineer is not required, in the opinion of the Approving Officer, the provisions set out above dealing with the engineering drawings, construction and inspection of works are not applicable and may be waived by the Approving Officer.

16. **INDEMNITY AND INSURANCE**

The Developer shall save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and whomsoever brought by reason of the execution of the said works and all such claims recoverable from the Municipality or the property of the Municipality, or any property which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if paid by the Municipality shall, together with any costs and expense incurred in connection therewith, be charged to the Developer.
- (b) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Municipality for which the Municipality by custom or duty is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if paid by the Municipality shall, together with any costs and expense incurred in connection therewith, be charged to the developer.
- (c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, unemployment insurance, federal or provincial tax, check-off and for encroachments owing to mistakes in survey, and all such claims recoverable from the Municipality or the property of the Municipality, or any property which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if recovered from the Municipality shall, together with any costs and expenses incurred in connection therewith, be charged to the Developer. Provided this paragraph shall not be construed as to extinguish any rights which the Municipality would have were it not for the inclusion of this paragraph.
- (d) The Developer shall, at his sole expense throughout the currency of the work, carry comprehensive liability insurance in the amount of at least **Two Million (\$2,000,000) Dollars** with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under Clauses 15(a), 15(b), and 15(c) of this Section and in every such policy of insurance the Municipality shall be named as an additional insured with proceeds payable as the interest of the Municipality and Developer may appear. The Developer shall forthwith, and prior to commencement of the work, furnish the Municipality with a certified copy of every policy of insurance herein required.



**17. FAULTY MATERIAL OR WORKMANSHIP GUARANTEE**

The Developer shall indemnify and save harmless the Municipality against all expenses and costs which may be incurred by the Municipality as a result of faulty workmanship and defective material in any of the works installed by the Developer, provided that such fault or defect is called to the attention of the Developer in writing prior to one year from the date of the Approving Officer's Certificate of Acceptance.

As provided in Clause 7, "Materials", the Approving Officer shall approve all materials going into the works prior to their installation but such approval shall in no way relieve the Developer of liability for replacing or repairing the material if it proves to be defective or is damaged in installation.

**18. OVERSIZE WORKS**

It is recognized that large diameter trunk service mains may be required to pass through a subdivision in order to service properties beyond the subdivision boundaries. In addition, extra street widths may be required to accommodate future anticipated traffic flow thorough the subdivision or around the perimeter roads. The following are therefore set as standard sizes and depths for service mains and road widths, the cost of which are to be the responsibility of the Developer and the difference in cost between actual sizes, depths or widths required may be paid by the Municipality in compliance with the Municipal Act to the Developer or by the Developer to the Municipality depending upon the installing agency at the current rates determined on the basis of such costs to the Municipality in the year of installation.

**(a) Sanitary Sewer**

The standard size shall be up to and including 250 mm diameter. Standard depth shall be up to and including 4.5 metres from centreline of the finished road surface to pipe invert. No compensation shall be paid to the Developer if the depth of a sanitary sewer required to service his own subdivision exceeds 3.5 metres or exceeds 250 mm diameter.

**(b) Water Mains**

The standard size shall be up to and including 200 mm diameter, standard depth shall be up to 3.5 metres of cover. Waterworks fittings and valves shall be standard up to and including 200 mm diameter. All fire hydrants, valves and leads are to be supplied at the sole cost of the Developer. No compensation shall be paid to the Developer if the size of the water main required to service his own subdivision exceeds 200 mm diameter or the depth of cover exceeds 3.5 metres.

**(c) Storm Sewers**

The standard main size shall be up to and including 600 mm diameter. Standard depth shall be up to and including 4.5 metres from centreline of the finished road to pipe invert. No compensation shall be paid to the Developer if the storm sewer exceeds 4.5 metres in depth or 600 mm in diameter in order to service his own subdivision.

**(d) Road Allowance**

The standard width shall be 20 metres. Additional right-of-way required over and above the 20 metre width to accommodate the arterial or collector streets within the subdivision may be paid by the Municipality at the unit price per hectare as agreed upon or upon failure to agree, as set by arbitration pursuant to the Arbitration Act.

Where a cut of fill slope exceeds 1.5 m in vertical freight, the Approving Officer may require additional road widths to be provided at no cost to the Municipality.

**(e) Street Width**

The standard width from curb face to curb face shall be up to and including 13.5 metres. Additional road widths required by the Municipality for additional traffic lanes shall be paid for by the Municipality at the unit price paid by the Municipality for such work in that construction season.

**(e) Special Structures**

Special structures or works such as pumping stations or outfalls may be submitted for consideration for cost sharing if the said structures or works are to be used to service lands outside the subdivision. The cost sharing formulae shall be negotiated and agreed between the Developer and the Municipality prior to any works in the subdivision being commenced.