

# Village of Salmo

## **BYLAW 588**

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## **GUIDE TO THE USE OF THIS BYLAW**

The Subdivision and *Development* Bylaw is divided into 6 Sections and a decimal numbering system has been used to identify particular requirements. The first number indicates the Section of the Bylaw, the second, Subsection and third, the Article in the Subsection. An Article may be further broken down into Sentences (indicated by numbers in brackets), and Sentence further divided into Clauses and Subclasses. They are illustrated as follows:

3	Section
3.2	Subsection
3.2.4	Article
3.2.4(1)	Sentence
3.2.4(1)(e)	Clause
3.2.4(1)(e)(ii)	Sub clause

The words printed in *Italic type* are defined under Sentence 1.1.2(1) of this Bylaw.

# Village of Salmo

## **BYLAW 588**

A bylaw to regulate the *subdivision* and *development* of land.

WHEREAS pursuant to Division 11 of Part 26 of the Local Government Act, a local government, may by bylaw, regulate and require the provision of *works and services* in respect of the *subdivision* or *development* of land;

NOW THEREFORE, the *Council* of the Village of Salmo, in open meeting assembled, enacts as follows:

### **1. INTRODUCTION AND APPLICATION**

#### Title

- 1.1 This bylaw may be cited as the "*Subdivision and Development Bylaw*" and is referred to herein as "this Bylaw".

#### Interpretation

- 1.1.2(1) In this Bylaw, unless the context requires otherwise:

"*Applicant*" means a person applying for the approval of a *subdivision*, pursuant to the provision of the Land Title Act, or a person applying for *development* other than *subdivision* whether as the *owner* of the property proposed to be subdivided or developed or as a duly authorized agent for the *owner* or his contractor.

"*Approval, Final*" means the *Approving Officer's* affixation of his signature to the *subdivision* plan pursuant to the Land Title Act and the Bare Land Strata Regulations.

"*Approving Officer*" means any person duly authorized by the *Village Council* to act as *Approving Officer* pursuant to the provisions of the Land Title Act and the Local Government Act.

"*Arterial Road*" means a *street* serving properties abutting it but primarily used as a major thoroughfare connecting *collector roads* and dividing the community into neighbourhoods and is part of a network of major thoroughfares which extends beyond the community and connects with a Provincial *highway* or *highways* as indicated on *Official Community Plan* and amendments thereto.

"*Boulevard*" means that portion of a *highway* between the curb lines or the lateral boundary lines of a *roadway* and the adjoining property or between

curbs on median strips or islands, but does not include curbs, sidewalks, ditches or driveways.

"*Village*" means the Corporation of the Village of Salmo, or the area within the *Village* boundaries thereof or amended boundaries as the context may require.

"*Collector Road*" means a *street* designed to provide access to abutting properties, and which also serves to collect and distribute traffic between arterial and *local roads* as indicated on *Official Community Plan* and amendments thereto.

"*Community Sewer System*" means a sanitary sewer or a system of sewage collection and disposal works, which is owned, operated and maintained by the *Village*.

"*Community Water System*" means a system of waterworks, which is owned, operated and maintained by the *Village*.

"*Council*" means the *Council* of the Corporation of the Village of Salmo.

"*Cul-de-sac*" means a *street* having access to another *street* at one end only.

"*Development* or *Develop*" means an activity that requires a Building Permit.

"*Easement*" means the authorization by a property *owner* for the use by another, and for a specified purpose, of any designated part of his property.

"*Engineer, Village*" means a person or persons designated on behalf of the *Council* to fulfill the duties assigned by this Bylaw.

"*Engineer, Developer's*" means a *Professional Engineer* engaged by the *applicant* to provide professional service for construction of *works and services* in a *subdivision* or *development*, or his authorized representative.

"*Engineer, Professional*" means a person who is *registered* or duly licensed as such under the provisions of the Engineers and Geoscientists Act of British Columbia.

"*Estimated Cost*" means the total cost of constructing, maintaining or repairing *works and services* estimated by the *Village Engineer* or, in case the *Applicant* disagrees with the amount, estimated by a *Professional Engineer* who is selected by the *Village* to estimate the cost at the expense of the *applicant*.

"*Frontage*" means the length of a *parcel* boundary immediately adjoining a *highway* other than a *lane* or *walkway*.

"*Highway*" includes a public *street*, path, *walkway*, trail, *lane*, bridge, road, thoroughfare and any other public way but does not include private *easement* on private property.

"*Land Surveyor*" means a person qualified to carry out legal land surveys who is *registered* as a British Columbia *Land Surveyor* under the Land Surveyors Act.

"*Lane*" means a *highway* more than 4.8 meters but not greater than 10 meters in width, intended to provide secondary access to *parcels* of land.

"*Level of Service*" means the standard of *works and services* required for *development* or *subdivisions* under the provisions of this Bylaw.

"*Local Road*" means any *street* other than a *collector road* or *arterial road* intended to serve properties abutting it, not intended to carry traffic from one neighbourhood to another neighbourhood or from one use area to a similar use area.

"*Lot Depth*" means the shortest horizontal distance between the *front* and *rear lot lines*.

"*Lot Line*" means legally defined boundary of any *parcel*.

"*Lot Line, Interior Side*" means a *lot line* between two *parcels*, not being the *front* or *rear lot line*.

"*Lot Line, Exterior Side*" means a *lot line* between a *parcel* and a *street* in the case of a corner lot not being the *front* or *rear lot line*.

"*Lot Line, Front*" means a *lot line* between a *parcel* and a *street* on which the *parcel* abuts, or where two or more *lot lines* abut *streets*, the *lot line* of the shortest length shall be the *front lot line*; or, in the case of a *parcel* abutting two parallel or approximately parallel *streets*, shall both be considered as *front lot lines*.

"*Lot Width*" means the horizontal distance between *side lot lines* measured at right angles to the shortest line joining *front* and *rear lot lines*.

"*Official Community Plan*" means the *Official Community Plan* Bylaw of the Village and amendments thereto.

"*Owner*" means a person *registered* in the Land Title Office as *owner* of land or of a charge on land, whether entitled to it in his own right or in a representative capacity or otherwise.

"*Panhandle Lot*" means any *parcel* which is serviced and gains *frontage* through the use of a narrow strip of land which is an integral part of the *parcel*.

"*Parcel*" means a lot, block or other area in which land is held or into which land is subdivided.

"*Preliminary Layout Review*" or "*PLR*" means written notification of the result of a review of information presented to the *Approving Officer* before submission of a *subdivision* plan for *final approval*.

"*Register*" means:

- (a) as a noun, that part of the records where information respecting *registered* indefeasible titles is stored or, where the context requires, the *register* of absolute fees; and
- (b) as a verb, to *register* under the Land Title Act.

"*Right-of-Way*" includes land or any interest in land acquired for the purpose of:

- (a) public rights of passage with or without vehicles; or
- (b) erecting and maintaining any pole-line;
- (c) laying, placing, and maintaining drains, ditches, pipes, transmission lines, or wires, for the conveyance, transmission, or transportation of water, electric power, communication, or for the disposal of sewage;
- (d) the operation and maintenance of vehicular traffic and *registered* as a public *right-of-way*.

"*Roadway*" means a portion of a *highway* that is improved, designed or ordinarily used for vehicular traffic.

"*Statutory right-of-way*" means an *easement* without a designated dominant tenement registrable under the Land Title Act.

"*Street*" means a *highway* having a *right-of-way* width of ten meters or more.

"*Subdivision*" means the division of land into two or more *parcels* by plan or apt descriptive words and may include a *lot line* adjustment, consolidation or *highway* widening.

"*Utility*" means any water main, sewer main, pipeline, power line, underground conduit or drainage facility.

"*Walkway*" means a *highway* intended to carry only pedestrians.

"*Watercourse*" means any natural or man-made depression with well-defined banks and a bed 0.6 meters or more below the surrounding land serving to give direction to a current of water at least six months of the year, or having a drainage area of two square kilometers or more upstream of the point of consideration.

"*Works and services*" means the facilities such as roads, accesses or *utilities* required to be provided under this Bylaw at the time of *subdivision* or *development*.

"*Zone*" means an area created by the *Zoning Bylaw* for the purpose of regulating the use, *development* and *subdivision* of land.

"*Zoning Bylaw*" means the *Zoning Bylaw* of the Village and all amendments and successors thereto.

- 1.1.2(2) All other words, terms and expressions in this Bylaw shall be interpreted in accordance with their definitions in the Land Title Act, the Local Government Act, the Community Charter and the Interpretation Act.

### Application

- 1.1.3(1) No person shall subdivide or develop land in the Village of Salmo except in compliance with the provisions of this Bylaw.
- 1.1.3(2) No building permit shall be issued in respect of land in the Village of Salmo except in compliance with the provisions of this Bylaw.

## **2. WORKS AND SERVICES**

### Requirements

- 2.1.1(1) All *subdivisions* and *developments* shall be provided with *works and services* as prescribed in Schedule "A".
- 2.1.1(2) In addition to the *works and services* required in Schedule "A", the *Approving Officer*, as a condition for approving a *subdivision*, may require the *Applicant* to provide one or a number of the following *works and services* to the extent that they are deemed necessary by the *Village Engineer*:
- (a) to provide transit bays;
  - (b) to install traffic control devices including:
    - (i) traffic control signs;
    - (ii) traffic control markings;
  - (c) to install road signs;
  - (d) to dedicate and build *walkways*; and
  - (e) to install bicycle *lanes*.

### Exemptions

- 2.1.2(1) Notwithstanding Article 2.1.1, the servicing requirements prescribed in Schedule "A" shall not apply in whole or in part where the *parcel* created is to be used solely for the unattended equipment necessary for the operation of:
- (a) a *community water system*;
  - (b) a *community sewer system*;
  - (c) a *community gas distribution system*;
  - (d) a *community radio or television receiving antennas*;
  - (e) a *community or television broadcasting antenna*;
  - (f) a *telecommunications relay station*;
  - (g) an *automatic telephone exchange*;
  - (h) *electrical substations or generating stations*;

- (i) any other similar public service or quasi public service facility or *utility*; or
- (j) public parks

and if a covenant is *registered* against the *parcel* restricting its use to one or more of the uses listed above.

#### Expense for Service

2.1.3 Unless otherwise provided in this Bylaw, all *works and services* required in this Bylaw shall be constructed and installed at the expense of the *Applicant*.

#### Right-of-Way

2.1.4(1) Where such *works and services* as are required under Sentence 2.1.1(1) cross private property, the *Applicant* is required to grant *rights-of-way* (including acquiring rights-of-way from third parties) by entering into an agreement substantially in the form as prescribed in Schedule "D" and *register* it at the Land Title Office.

2.1.4(2) The *Applicant* shall pay all costs associated with the requirements under Sentence 2.1.4(1).

### **3. ADMINISTRATION**

#### 3.1 General Regulations

##### Application Fee

3.1.1 An *Applicant* for *subdivision* approval shall submit the application fee as prescribed in Schedule "B".

##### Authorization to Enter the Property

3.1.2(1) Officers, employees and agents of the *Village* may enter at all reasonable times upon the land for which an application to subdivide has been made, to ascertain whether the requirements and regulations of this Bylaw are being observed.

3.1.2(2) No person shall prevent or obstruct any officers, employees and agents of the *Village* from administering or enforcing this Bylaw.

#### 3.2 *Preliminary Layout Review (PLR)*

##### Application for PLR

3.2.1(1) An *Applicant* may, before causing a plan of *subdivision* to be prepared and submitted for approval pursuant to the provisions of the Land Title Act, or the Bare Land Strata Regulations make a submission to the *Approving Officer* for *preliminary layout review*.

3.2.1(2) The application for *preliminary layout review* shall be accompanied by preliminary plans of the proposal and shall include the following information:

- (a) the name and postal address of the *Applicant* and the *owner*, and the full legal description and location of the lands to be subdivided;

- (b) four (4) copies of a sketch plan drawn to a scale of not less than 1:1000, clearly indicating:
  - (i) the location, dimensions, areas and boundaries of existing *parcels* to be subdivided and the boundaries, dimensions and areas of the *parcels* to be created;
  - (ii) the arrangement of the *parcels* of land and of the *streets* which will be created by the *subdivision*, including the widths of the proposed *streets* and the approximate dimensions of the proposed *parcels* of land;
  - (iii) the relationship of the proposed *subdivision* to adjoining or adjacent *streets* and the connections of proposed new *streets* thereto;
  - (iv) the scale of the plan and the direction of north thereon;
  - (v) the anticipated use of the *parcels* to be created;
  - (vi) the locations and dimensions of all existing buildings and structures, showing setbacks from property lines;
  - (vii) proposed preliminary design of *works and services* for the *subdivision*, if applicable; and
  - (viii) the location of creeks, *watercourses*, swamps, ravines, steep slopes and other pertinent topographic features;
- (c) detailed topographic map drawn to a scale not less than 1:1000 when requested by the *Approving Officer*; and
- (d) evidence that the *Applicant* is the *owner* or that he has been authorized by the *owner* to make an application under this Bylaw.

3.2.1(3) If the location of the buildings or structures shown under Clause 3.2.1(2)(b)(vi) cannot be sufficiently identified in order to inspect for conformance to the *Zoning Bylaw* and amendments thereto, the *Approving Officer* may require the *Applicant* to produce a plan or sketch, verified by a *Land Surveyor*, showing the proposed new boundaries in relation to the existing buildings and structures.

#### Engineering Design and Analysis

3.2.2 Where the *parcels* of land created by a proposed *subdivision* do not adjoin existing *works and services*, the *Applicant* shall be required to submit to the *Village* a preliminary engineering design to service the new *parcels*.

#### Future Extension of Subdivision

3.2.3 If the *Approving Officer* has reason to anticipate a further *subdivision* of the land, the *Applicant*, at the request of the *Approving Officer*, shall furnish a sketch plan showing the final method of *subdivision* and showing how the present phase fits into such final *subdivision*.

#### Preliminary Layout Review

3.2.4(1) The *Approving Officer*, after having received all required documents and information, shall advise the *Applicant* in writing:

- (a) that the proposed *subdivision* may be acceptable subject to such conditions or modifications as the *Approving Officer* may prescribe; or
  - (b) that *preliminary review* cannot be considered until the *owner* supplies to the *Approving Officer* such additional information or assurance that the *Approving Officer* may require; or
  - (c) that the proposed *subdivision* is rejected, setting out the reasons for his decision.
- 3.2.4(2) *Preliminary layout review* shall not be considered as acceptance by the *Village* or its *Approving Officer* of anything except the general layout of the proposed *subdivision*, and a list of minimum conditions which would be taken into consideration on an application for *final approval*.

#### Expiration of PLR

- 3.2.5(1) The acceptance of a preliminary layout shall expire 180 days from the date advice is provided to the *applicant* under Clause 3.2.4(1)(a), unless, upon a written request by the *Applicant*, an extension is granted by the *Approving Officer* for subsequent periods.
- 3.2.5(2) Each extension to a *preliminary layout review* under Sentence 3.2.5(1) shall not be more than 90 days.
- 3.2.5(3) Upon extending the expiration of a *preliminary layout review* under Sentence 3.2.5(1), the *Approving Officer* may amend conditions or modifications imposed under Clause 3.2.4(1)(a).

#### Starting

- 3.2.6 Installation of any *works and services* required for a *subdivision* shall not commence until:
- (a) the *Approving Officer* has issued an acceptance under Clause 3.2.4(1)(a);
  - (b) the *Village Engineer* has approved the engineering drawings for the required *works and services*;
  - (c) the *Approving Officer* has received a letter of commitment from the *Applicant* in the format set out in Schedule "E" of this bylaw, that a *Professional Engineer* has been engaged to carry out all necessary design works and to undertake installation of works and services.

### 3.3 Final Approval of Subdivision

#### Consistency with PLR

- 3.3.1 The application for *final approval* shall conform substantially to the reviewed preliminary plan.

#### Phased Subdivision

- 3.3.2(1) The application for *final approval* may cover only a portion of the entire project that was accepted under Subsection 3.2.

- 3.3.2(2) When a separate application is submitted for a stage under Sentence 3.3.2(1), the *Applicant* shall provide a plan clearly showing the *subdivision* staging and the order in which each portion of the project will be subdivided.

Final Approval

- 3.3.3(1) Upon completion of the construction of the required *works and services* as approved by the *Village Engineer*, the *Applicant* may make application for final *subdivision* approval and shall provide, as required by the *Approving Officer* the following:
- (a) written approval from the *Village Engineer* stating the date the *Village Engineer* deems construction of all required *works and services* to be fully and finally completed;
  - (b) security for the maintenance and repair of the *works and services* during the warranty period in cash or in the form of an irrevocable letter of credit drawn on a chartered bank or credit union in Canada in the amount of 25% of the *estimated cost* or \$2,000, whichever is greater and shall enter into a security agreement with the *Village* substantially in the form prescribed in Schedule "C-1".
  - (c) payment to the *Village* of all the *Village's* costs of connecting all *utilities* to serve the proposed *subdivision*;
  - (d) payment to the *Village* of all costs for upgrading the existing *works and services* or installing new *works and services* that will be undertaken by the *Village*.
  - (e) payment to the *Village* of the application fee as prescribed in Schedule "B".
  - (f) payment to the *Village* of charges for the inspection of the works in the amount equal to 1.5% of the *estimated cost*.
  - (g) payment to the *Village* of all arrears of property taxes chargeable against the land and all current assessed taxes levied against the land by the *Village*.
  - (h) two (2) mylar copies and six (6) paper copies of the *subdivision* plan, plus one (1) copy of the *subdivision* plan on compact disc or other approved media in a file format conforming to the latest version of the British Columbia Digital Survey Plan Standards for Municipal Applications;
  - (i) two (2) mylar prints and six (6) paper prints of all statutory right-of-way and easement plans, plus one (1) digitized copy of all statutory right-of-way and easement plans on compact disc or other approved media in a file format conforming to the latest version of the British Columbia Digital Survey Plan Standards for Municipal Applications;
  - (j) three (3) copies of all duly executed restrictive covenants and other relevant documents;
  - (k) confirmation of professional assurance as specified in Schedule "F" and including:

- (i) as-built mylar drawings;
  - (ii) service cards;
  - (iii) reports for material tests;
  - (iv) all other test results;
  - (v) operation manuals; and
  - (vi) a copy of the *street* lighting permit from the Electrical Safety Branch of the Province of British Columbia;
- (l) final Certificate of Approval from the Ministry of Health regarding the new water system;
- (m) one copy of the *subdivision* plan showing all existing buildings, accurately located and identified in accordance with the new property lines; and
- (n) such further information as the *Approving Officer* may reasonably require.
- 3.3.3(2) The length of the warranty period under Clause 3.3.3(1)(b) shall be one year commencing on the date when the *Village Engineer* deems construction of all required *works and services* to be completed.

*Final Approval Prior to Installing Works and Services*

- 3.3.4(1) Notwithstanding Sentences 3.3.3(1) to 3.3.3(3) inclusive, the *Applicant* may make application for *final approval* of the *subdivision* prior to the completion of the construction and installation of the required *works and services* if the *Applicant*;
- (a) enters into a servicing agreement with the *Village* substantially in the form prescribed in Schedule "C".
  - (b) deposits with the *Village*, the security as specified in Schedule "C"; and
  - (c) provides Confirmation by *Owner* for Professional Assurance in accordance with Schedule "E".
- 3.3.4(2) The security required in Sentence 3.3.4(1) shall be cash or irrevocable letter of credit drawn on a chartered bank or credit union in Canada in the amount of 125% of the *estimated cost*.
- 3.3.4(3) Release of the security required in Sentence 3.3.4(2) may be made as follows:
- (a) 25% release on satisfactory completion of 25% of the work;
  - (b) an additional 25% release on satisfactory completion of 50% of the work;
  - (c) an additional 25% release on satisfactory completion of 75% of the work;
  - (d) an additional 25% release on satisfactory completion of 100% of the work;
  - (e) the remaining 25% released within one year after satisfactory completion of the work.

Satisfactory completion of the various stages shall be determined by the *Approving Officer*.

Transfer of Works and Services

- 3.3.5(1) Where the *Applicant* installs the *works and services* required by this Bylaw without entering into a Servicing Agreement with the Village, such *works and services* shall not be connected to the Village *utilities* or such *works and services* shall not be transferred to the *Village*, until:
- (a) the *Village* has accepted the *works and services*;
  - (b) the *owner* has deposited with the *Village* certified record (as-constructed) drawings; and
  - (c) the *owner* has caused the approved *subdivision* plan and *rights-of-way* plans to be *registered* in the Land Title Office.
- 3.3.5(2) All *works and services* constructed for the *subdivision* or for the land to be *developed* shall become the property of the *Village*, free and clear of all encumbrances after:
- (a) acceptance by the *Village*;
  - (b) *final approval* of the *Approving Officer*;
  - (c) completion of registration of the approved plan and *rights-of-way* in the Land Title Office; and
  - (d) receiving Confirmation of Professional Assurance as specified in Schedule "F".
- 3.3.5(3) Upon completion of installing *works and services*, the *Applicant* shall remove from the property subdivided or *developed* and from all public property, at his own expense, all materials, supplies, equipment, temporary structures, debris, and materials resulting from his operations.

**4. DESIGN OF SUBDIVISION**

4.1 Creation of *Parcels*

Lot Lines

- 4.1.1(1) The side lot lines of *parcels* shall be at right angle or radial to the line of the abutting *street*, unless the topography or other natural features dictates otherwise in the opinion of the *Approving Officer*.
- 4.1.1(2) *Lot lines* shall be continued through blocks without jogs, where possible.
- 4.1.1(3) *Parcels* abutting two parallel *streets* and *parcels* triangular or irregular in shape shall be avoided where possible.

Frontage

- 4.1.2(1) Every *parcel* in a *subdivision* shall abut on a *street* and the *frontage* shall not be less than one-tenth of the perimeter of the *parcel*, unless relaxation of this requirement is approved by the *Approving Officer*, pursuant to the Local Government Act.

- 4.1.2(2) Application for exemption under Sentence 4.1.2(1) shall be in writing and shall state the ground on which the exemption is sought and shall be accompanied by two copies of a plan showing the proposed *subdivision*.

Panhandle Lots

- 4.1.3(1) *Panhandle lots* shall be avoided except where:
- (a) the road providing *frontage* to the *panhandle lot* is classified as a *local road*;
  - (b) the area of each *parcel* created by the *subdivision* is at least 1.5 times that of the minimum required under the *Zoning Bylaw* of the Village of Salmo and amendments thereto; and
  - (c) the distance between any two *panhandle lots* is more than 60 meters.
- 4.1.3(2) The panhandle portion of a *panhandle lot* shall not be included in the calculation of the *parcel* area for the purpose of determining whether the *parcel* complies with the requirements for the applicable *zone*.
- 4.1.3(3) Where a *panhandle lot* is considered to be capable of further *subdivision* in the opinion of the *Approving Officer*, the panhandle shall be at least 20 meters in width.

Existing Non-conforming Parcels

- 4.1.4 Existing *parcels* which are smaller than permitted in these regulations may be consolidated and re-subdivided into new *parcels*, provided that:
- (a) all parts of all new *parcels* are contiguous; and
  - (b) all new *parcels* meet the requirements of these regulations.

4.2 Road Layout

Layout

- 4.2.1(1) The general layout of *streets* shall conform to any applicable bylaws of the *Village* and the *Official Community Plan*.
- 4.2.1(2) The *street* alignment shall be sufficient and suitable for the anticipated traffic volume and land contours, not only within the area being subdivided, but to the *street* system already established or which may be required to provide access to the lands lying beyond or around and to the general *street* pattern of the *Village*.

Lane, Easement, Utility Corridor

- 4.2.2 The *Approving Officer* may require that in lieu of a *lane*, a *utility easement* of not less than 3 meters in width be granted in favour of the *Village*.

Walkway

- 4.2.3 When required by the *Approving Officer*, *walkways* shall be dedicated and constructed to provide convenient pedestrian circulation or access to and from schools, playgrounds, shopping areas, *watercourses*, community facilities and other transportation routes such as *cul-de-sacs*.

### Existing Structures

- 4.2.4 All structures encroaching onto a proposed *street, lane, walkway* or *utility easement* within the *subdivision* and obstructing free and uninterrupted use by the public shall be removed before *final approval*.

## **5. INSTALLATION OF WORKS AND SERVICES**

### Standards of Works and Services

- 5.1.1 All *works and services* required for *subdivision* or *development* under Schedule "A" shall:
- (a) be designed in accordance with Schedule "G" and
  - (b) be installed in accordance to the specifications and standards detail drawings set out in Schedules "H" and "I" and in the event of conflict between Schedules "H" and "I" to the extent that it is impossible to comply with both without violating the other, then Schedule "I" prevails.

### Professional Engineer

- 5.1.2(1) All engineering drawings required in this Bylaw for *works and services*, shall be prepared by a *Professional Engineer*.
- 5.1.2(2) When a *subdivision* requires a new installation of *works and services*, the *Applicant* shall retain a *Professional Engineer* to carry out all necessary field reviews and inspections during the construction of the *works and services*.
- 5.1.2(3) The *Developer's Engineer* retained by the *Applicant* shall submit a report in the format set out in Schedule "F" of this Bylaw certifying that the *works and services* have been carried out in compliance with this Bylaw and with the plans, drawings and supporting documents which were accepted by the Village.

### Completion

- 5.1.3 Should any person fail to construct or install any *works or services* required under this Bylaw, the *Village* may construct or install the *works and services* at the expense of the person in default, and the expense thereof, with interest at the Canadian Chartered Bank rate of prime plus 2% per annum with costs, may be recovered in like manner as municipal taxes to the properties *developed* or created by the *subdivision*.

### Utility Connections

- 5.1.4 The water distribution system, sewer system or drainage system required in Schedule "A", shall be connected by trunk mains to the existing *Village* systems. Connection to the Village System to be approved by the *Approving Officer*. Costs associated with connection of works shall be borne by the *Developer*.

## **6. GENERAL PROVISION**

### Violation

- 6.1.1 Every person who:
- (a) violates any of the provisions of this Bylaw;
  - (b) causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
  - (c) neglects or omits to do anything required under this Bylaw;
  - (d) carries out, causes or permits to be carried out any *development* in a manner prohibited by or contrary to any of the provisions of this Bylaw;
  - (e) fails to comply with an order, direction or notice given under this Bylaw; or
  - (f) prevents, obstructs or attempts to prevent or obstruct entry of an officer, employee or agent of the *Village* onto a property authorized under Sentences 3.1.2(1);
- commits an offence and is liable on conviction to a fine and penalty.
- 6.1.2 Each day's continuance of an offence under Article 6.1.1 constitutes a new and distinct offence.

### Penalty

- 6.1.3 Any person who violates any of the provisions of this Bylaw shall, on summary conviction, be liable to a penalty not exceeding \$2,000 plus the cost of prosecution for each offence.

### Severability

- 6.1.4 If any section, subsection, article, sentence, clause or sub clause of this Bylaw is for any reason deemed to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Bylaw.

### Schedules "A" to "I"

- 6.1.5 Schedules "A" through "I" are attached to and form part of this Bylaw.

### Repeal of Previous Bylaw

- 6.1.6 Bylaws 335 and 584 and all amendments thereto, are hereby repealed.

Bylaw Adoption

6.1.7 This Bylaw shall come into full force and effect upon adoption.

READ A FIRST TIME	this 5 <sup>th</sup> day of June, 2007
READ A SECOND TIME	this 13 <sup>th</sup> day of November, 2007
READ A THIRD TIME	this 12 <sup>th</sup> day of February, 2008
RECONSIDERED AND FINALLY ADOPTED	this 8 <sup>th</sup> day of April, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

Certified a true copy of Bylaw #588, as adopted.

\_\_\_\_\_  
Village Clerk

## SCHEDULE "A"

### **LEVEL OF SERVICE**

#### Establishment of Level of Service

The type of services to be constructed by the *Applicant* prior to obtaining a building permit or approval for a plan of *subdivision* shall be based on the land use designation in which the land is located as set out in the *Official Community Plan* (OCP).

In Table A.1, the *works and services* to be provided with respect to *highway*, water, sanitary sewer, drainage, electric power and telephone connection are set out in Columns 2 to 7 inclusive in respect of the OCP designations set out in Column 1.

In Tables A.2 to A.5 inclusive, the required standards for various classifications of *streets* are provided in Columns 2 to 8 inclusive in respect of the OCP designations set out in Column 1.

In this Schedule "A".

"*As exists*" means construction of *works and services* to the same level as the adjacent existing *works and services*.

"*D*" means construction of a storm drainage system and connection to the *Village's* storm drainage system.

"*DI*" means construction of an independent storm drainage system or appropriate storm drainage soak ways as an alternate to "*D*".

"*P*" means construction of electric power supply system connected to the system of the power *utility* provider.

"*S*" means construction of a sewage collection system and connection to the community sanitary sewer.

"*Street Lighting - Intersections*" means the provision of *street* lighting at intersections only.

"*Street Lighting Thru Subdivision*" means the provision of *street* lighting throughout the *subdivision* at intervals specified in this Bylaw.

"*T*" means construction of telecommunication system connected to the system of the telecommunication provider.

"Underground Wiring" means underground electrical and communications wiring.

"W" means construction of a water distribution system and connection to the community water system.

Table A.1  
**WORKS AND SERVICES REQUIRED FOR  
 SUBDIVISION OR DEVELOPMENT**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
OCP Designation	<i>Highway</i>	Water	Sanitary Sewer	Storm Drainage	Electric Power	Telephone
Residential	See A.2-5	<i>W</i>	<i>S</i>	<i>D or DI</i>	<i>P</i>	<i>T</i>
Other	See a.2-5	<i>W</i>	<i>S</i>	<i>D or DI</i>	<i>P</i>	<i>T</i>

Legend - Land Use Designation in *Official Community Plan*

Residential Includes single and two family residential, mobile home parks, estate residential, multi-family residential, assisted housing, special needs/affordable housing.

Other Includes all other land use designations.

Table A.2  
 STANDARDS FOR ROAD, STREET LIGHTING AND WIRING  
 FOR NEW LOCAL ROAD CREATED BY SUBDIVISION

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
OCP Designation	<i>Right-of-Way</i> Width	Pavement ( <i>Road way</i> ) Width	Concrete Curb & Gutter	Concrete Sidewalk	<i>Street Light-</i> ing	Telephone/Power Wiring	<i>Boulevard</i> Landscape
Residential	18.0 m	9.0 m	Wide Base Rollover	one side	thru <i>subdi-</i> vision	underground	required
Other	18.0 m	9.0 m	Wide Base Rollover	both sides			

Table A.3  
 STANDARDS FOR ROAD, STREET LIGHTING AND WIRING  
 FOR NEW COLLECTOR ROAD CREATED BY SUBDIVISION

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
OCP Designation	<i>Right of Way</i> Width	Pavement ( <i>Roadway</i> ) Width	Concrete Curb & Gutter	Concrete Sidewalk	<i>Street</i> Lighting	Telephone/Power Wiring	<i>Boulevard</i> Landscape
Residential	20.0 m	11.0 m	Wide Base Rollover	one side	thru <i>subdi- vision</i>	underground	required
Other	20.0 m	11.0 m	Wide Base Rollover	both sides			

Table A.4  
 STANDARDS FOR ROAD, STREET LIGHTING AND WIRING  
 FOR NEW ARTERIAL ROAD CREATED BY SUBDIVISION

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
OCP Designation	<i>Right of Way</i> Width	Pavement ( <i>Roadway</i> ) Width	Concrete Curb & Gutter	Concrete Sidewalk	<i>Street</i> Lighting	Telephone/Power Wiring	<i>Boulevard</i> Landscape
Residential	24.0 m	15.0 m	Wide Base Rollover	one side	thru <i>subdivision</i>	underground	re-quired
Other	24.0 m	15.0 m	Wide Base Rollover	both sides			

Table A.5  
 STANDARDS FOR ROAD, STREET LIGHTING AND WIRING  
 FOR EXISTING ROAD FRONTING A *SUBDIVISION* OR *DEVELOPMENT*

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
OCP Designation	<i>Right of Way</i> Width	Pavement ( <i>Roadway</i> ) Width	Curb & Gutter	Sidewalk	<i>Street</i> Lighting	Telephone/Power Wiring	<i>Boulevard</i> Landscape
All	as exists	<i>as exists</i> (see note 3)	<i>as exists</i>	<i>as exists</i>	<i>as exists</i>	<i>as exists</i>	required

Notes to Table A.5

1. Table A.5 is applicable only to:
  - (a) *subdivision* of parcel of a size and dimension that will allow, at final subdivision in the event of a phased subdivision, the creation of a maximum of three (3) additional single family residential *parcels* and creating no new *highway*;
  - (b) *development* of a *parcel* constructing not more than three (3) dwelling units, except that telephone and power wiring "as exists" shall be applicable to developments of parcels constructing more than three (3) dwelling units; or
  - (c) non-residential *development* of a *parcel*.
2. An existing road fronting a new *subdivision* which does not meet the conditions listed in Note 1, shall be serviced in accordance with Tables A.2 to A.4 inclusive before obtaining the *final approval* of a *subdivision*.
3. Notwithstanding Note 1, an existing road *right-of-way* which is not a paved or graveled *roadway* shall be serviced in accordance with Tables A.2 to A.4 inclusive before obtaining a building permit or a *subdivision* approval.
4. Notwithstanding Note 1, where an existing work or service is not capable of accommodating a *subdivision* or a *development*, it shall be upgraded in accordance with Tables A.2 to A.4 inclusive before obtaining the *final approval* of the *subdivision* or building permit.

SCHEDULE "B"

**SUBDIVISION APPLICATION FEE SCHEDULE**

1. Conventional Subdivision Application Fee

- (a) \$100 plus \$25.00 per each additional *parcel* when the *subdivision* creates not more than two (2) *parcels*;
- (b) \$500.00 plus \$25.00 per each additional *parcel* when the *subdivision* creates more than two (2) *parcels* but not more than ten (10) *parcels*;
- (c) \$1,000.00 plus \$25.00 per each additional *parcel* when the *subdivision* creates more than ten (10) *parcels*.

Strata Subdivision Application Fee

- (a) \$500.00 for a phased strata *development*;
- (b) \$200.00 for the first unit plus \$100.00 for each additional unit to a maximum of \$1,000.00 for a strata conversion of a building presently or previously occupied;
- (c) the application fees for a bare land strata *subdivision* will be the same as those for a conventional *subdivision*:
  - (i) \$100.00 plus \$25.00 per each additional *parcel* when the *subdivision* creates not more than two (2) *parcels*;
  - (ii) \$500.00 plus \$25.00 per each additional *parcel* when the *subdivision* creates more than two (2) *parcels* but not more than ten (10) *parcels*;
  - (iii) \$1,000.00 plus \$25.00 per each additional *parcel* when the *subdivision* creates more than ten (10) *parcels*.

2. Inspection Fee

As per Clause 3.3.3(1)(f) of this Bylaw.

Notes to Schedule "B"

- 1. *Subdivision* Application Fee shall be payable at the time of applying for *Preliminary Layout Review*.
- 2. Number of additional *parcels* is calculated by subtracting total number of existing *parcels* from total number of new *parcels* to be created. A negative number is considered as zero.
- 3. A "remainder" of a *parcel* shall be counted as a *parcel*.
- 4. None of the above fees are refundable.

SCHEDULE "C"

**SERVICING AGREEMENT**

(Name of Developer)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

THE VILLAGE OF SALMO (a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323) and having an office at 423 Davies Avenue (P.O. Box 1000), Salmo, British Columbia, V0G 1Z0

(hereinafter called the "*Village*")

OF THE FIRST PART, AND:

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS:

A. The Developer desires to subdivide (*develop*) certain lands situated in the municipality of Salmo, in the Province of British Columbia, and legally described as:

(the "Lands")

B. The Developer is required to construct certain *works and services* (the "Works") described in a set of drawings a copy of which is annexed to this Agreement as Schedule "C-1" in order to subdivide (*develop*) the Lands according to a plan of *subdivision* (the "Plan") a copy of which is annexed to this Agreement as Schedule "C-2";

C. The Developer has requested approval of the Plan prior to the construction and installation of the *works and services* and is agreeable to entering into this Agreement pursuant to Section 940 of the Local Government Act and to deposit the Security specified by this Agreement; and

D. The Developer has deposited with the *Village* the sum of \$\_\_\_\_\_ (the "Security"), by irrevocable letter of credit (in cash), as security for the due and proper performance of all of the covenants, agreements and obligations of the Developer in this Agreement.

NOW THEREFORE in consideration of the *Village* accepting this Security and Agreement prior to *completion* of the *Works* (the sufficiency of which is hereby acknowledged), the *Village* and the Developer covenant and agree as follows:

1. Definitions

In this Agreement:

"*Village Engineer*" means the person appointed by the *Village Council* as such, or any other person from time to time duly authorized to act in his stead by the *Village Council* or the *Village Engineer*.

"Complete" or "Completion" or any variation of these words when used with respect to works means *completion* to the satisfaction of the *Village Engineer* on the date certified by him in writing.

"Works" means installation of *works and services* described in Schedule "B" including clean up.

2. Date of Completion

The Developer shall *complete* the *Works* to the satisfaction of the *Village Engineer* and to the standards and specifications prescribed in the Subdivision and Development Bylaw and the *Village's* Standard Construction Specifications by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (The Completion Date")

3. Security

The Developer covenants and agrees:

- (a) that, if the *Works* are not constructed and installed by the *Completion Date*, the *Village* may complete the *Works*, either by its own force or by its agents, at the sole expense of the Developer and may deduct the cost of *completing* and installing the *Works* from the Security;
- (b) that, if the Security is insufficient for the *Village* to construct and install the *Works*, the Developer will pay the amount of the deficiency to the *Village* immediately upon request by the *Village*;
- (c) that the Security may be released to the Developer as follows:
  - (i) \$\_\_\_\_\_ upon *Completion* of 25 percent of the *Works*;
  - (ii) a further \$\_\_\_\_\_ upon *Completion* of 50 percent of the *Works*;
  - (iii) a further \$\_\_\_\_\_ upon *Completion* of 75 percent of the *Works*;
  - (iv) a further \$\_\_\_\_\_ upon *Completion* of the *Works*; and
  - (v) the remainder of the Security within one year after the *Completion*;

4. Rights-of-Way

Upon *completion* of the *Works*, the Developer shall transfer and *register* in the Land Title Office the dedications, *easements* and *rights-of-way* (including third party rights-of-way) prescribed by Schedule "D" to the persons or corporations requiring them.

5. Transfer of Works

The Developer covenants and agrees that, upon *Completion* of the *Works*, it will assign and transfer all of its rights, title and interest in and to the *Works* free and clear of all encumbrances to the *Village*.

6. Standards of Works

- (1) The *Works* shall be constructed to the standards specified by the *Village's* Subdivision and Development Bylaw, Standard Construction Specification and amendments thereto and to the satisfaction of the *Village Engineer*.
- (2) If the *Works* prove to be in any way defective or do not operate then the Developer shall, at the expense of the Developer, modify and reconstruct

the *Works* so that they are fully operative and function to the satisfaction of the *Village Engineer*.

- (3) Upon *completion* of the *Works* to the satisfaction of the *Village Engineer* a Certificate of *Completion* signed by the *Village Engineer* shall be issued.

7. Comply with Regulations

- (1) The Developer shall comply with the provisions of all applicable *Village By-laws* throughout the construction of the *Works*.
- (2) If any material or debris is left upon any road after the construction of the *Works*, the *Village* may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the *Village Engineer*.
- (3) If any invoice of the *Village*, for the removal of material or debris, remains unpaid after 60 days of its receipt by the Developer, the *Village* may deduct the amount of the invoice from the Security.
- (4) In the event that any damage is done to the adjacent properties, to any roads, to the municipal *works and services*, or to any *watercourse* or drainage system, the Developer shall, within 30 days of such damages, repair or replace or clean up the on failure to do so, the *Village* may deduct from the Security the cost for such repairs or replacement or clean up.

8. Developer's Engineer

- (1) At all times during the construction of the *Works*, the Developer shall retain a *Professional Engineer*, registered in the Province of British Columbia, with the authority to act on behalf of the Developer.
- (2) Any explanations, orders, instructions, directions and requests given by the *Village* to the Developer's *Professional Engineer* shall be deemed to have been given to the Developer.

9. Changes in Standards

The Developer covenants and agrees to comply with any changes in *subdivision* requirements or standards established by bylaw prior to the substantial commencement of the *Works* contemplated by the Agreement, and further agrees that the changes shall affect the Plan, the *Works* and the *Development*.

10. Maintenance of the Works

The Developer covenants and agrees:

- (a) to maintain the *Works* in complete repair for a period of one year from the date of *Completion* of the *Works*;
- (b) to remedy any defects appearing within, upon, or to the *Works* within the one year period referred to in subsection (a);
- (c) that, if the Developer fails to maintain or repair the *Works* as specified in subsections (a) and (b), the *Village* may deduct the cost of maintaining the *Works* from the Security.

#### 11. Duties of Developer

The Developer covenants and agrees to:

- (a) submit to the *Village* final as-built drawings, including 4 sets of prints and one set of digital drawings on compact disc or other acceptable media.
- (b) pay all arrears of taxes outstanding against the Lands before the approval of the Plan;
- (c) pay to the *Village*, in addition to the Security, all administration fees, non-refundable levies, charges and legal costs incurred by the *Village* directly attributable to this Agreement, and the cost of connecting all *utilities*.

#### 12. Indemnity

The Developer covenants and agrees to release, save harmless and effectually indemnify the *Village*, its elected officials, officers, employees, agents, and contractors against:

- (a) all actions, proceedings, costs, damages, expenses, claims, suits, liability and demands whatsoever by whomsoever brought or made, and howsoever arising, whether directly or indirectly, from the construction and installation of the *Works*;
- (b) all cost and expenses incurred by the *Village* for any engineering operation construction, replacement or maintenance to or on any property, whether real or personal, that is damaged by the *Works* and which is owned by the *Village* or over which the *Village* has the right of possession;
- (c) all costs and expenses incurred by reason of lien or liens for the non-payment of labour or materials, Workers' Compensation assessments, Unemployment Insurance, Federal or Provincial tax or union dues.

#### 13. Village's Duty

The *Village* covenants and agrees that:

- (a) it will permit the Developer to install the *Works* on the terms and conditions herein contained and to occupy and use municipal *highways* and *Village* lands as necessary for the *Works*, subject to such terms and conditions in any case and from time to time as the *Village Engineer* may reasonably impose;
- (b) it will issue a Certificate of *Completion* signed by the *Village Engineer* upon the Developer satisfactorily completing the *Works* and performing all other requirements of this Agreement, except the requirements of Section 10 of this Agreement.

#### 14. Certificate of Acceptance

The *Village* agrees to provide the Developer, with a Certificate of Acceptance of the *Works* signed by the *Village Engineer* upon satisfactory *completion* by the Developer of all of the covenants and conditions in this Agreement, including but not limited to, the maintenance of the *Works* and keeping them in complete repair for a period of one year.

15. Withhold Building Permit

The Developer covenants and agrees that the *Village* may withhold the granting of a Building Permit for any building or part of a building to be constructed upon the Land until the issuance of a Certificate of *Completion* referred to in Section 6(3) of this Agreement.

16. No Representations

It is understood and agreed that the *Village* has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement.

17. Municipal Property in Works

(1) Upon issuance of the Certificate of Acceptance, the *Works* shall become the property of the *Village*, free and clear of any claim by the Developer or any person claiming through the Developer.

(2) The Developer shall save harmless the *Village* from any claims and agrees that any claims may, at the option of the *Village*, be paid by and from the Security.

18. Binding Effect

This agreement shall enure to the benefit of and be binding upon the Parties, their respective heirs, administrators, successors and permitted assignees.

19. Headings

The headings in this Agreement are inserted for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

IN WITNESS WHEREOF the Parties have affixed their hands and seals on the date first written above.

THE CORPORATE SEAL OF THE *VILLAGE* was hereto affixed in the present of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

Executed on behalf of the Developer by its authorized signatories

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

## SCHEDULE "C-1"

### **WORKS AND SERVICES SECURITY AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

BETWEEN:

THE VILLAGE OF SALMO, (a municipality incorporated under the Local Government Act R.S.B.C. 1996, c.323) having its office at 423 Davies Avenue (P.O. Box 1000), Salmo, British Columbia V0G 1Z0

(the "*Village*")

OF THE FIRST PART

AND:

(the "*Developer*")

OF THE SECOND PART

WHEREAS: The Developer desires to subdivide (develop) certain lands situated in the Village of Salmo, the Province of British Columbia, and legally described as:

(the "*Lands*");

The Developer has constructed certain *works and services* required by the *Village's* bylaws in connection with the *subdivision* (development) of the *Lands* (the "*Works*"), which *works and services* are described in summary form in Schedule A to this Agreement, and the Developer is obliged under the *Village's* bylaws to be responsible for the maintenance and repair of the Works for one year after the *Village* has accepted the Works (the "*Warranty Period*");

The Developer has deposited with the *Village* the sum of \$\_\_\_\_\_ (the "*Security*"), by irrevocable letter of credit (in cash), as security for the due and proper performance of all of the covenants, agreements and obligations of the Developer in this Agreement.

NOW THEREFORE in consideration of the *Village* accepting the Works prior to expiration of the Warranty Period, the *Village* and the Developer covenant and agree as follows:

- 1. Maintenance of the Works** – The *Village* agrees that it will, on the Developer's behalf:
  - (a) maintain the Works in a proper state of repair until [insert date of end of Warranty Period];
  - (b) remedy any defects appearing within, upon, or to the Works within the period referred to in subsection (a), and repair any damage to other works or property that is caused by such defects; and
  - (c) obtain revised as-built drawings and operation manuals necessitated by the work undertaken under subsection (a) or (b).

**2. Security** – The Developer covenants and agrees:

- (a) that the *Village* may maintain and repair the Works and consequential damage, either by its own forces or by its agents, on behalf of and at the sole expense of the Developer, and may recover costs incurred under section 1 from the Security except to the extent that the costs are incurred in carrying out work necessitated by the ordinary use of the Works or the negligence of the *Village* or its agents;
- (b) that, if the Security is insufficient, the Developer will pay the amount of the deficiency to the *Village* immediately upon request by the *Village*; and
- (c) that at the end of the Warranty Period, the *Village* shall be obliged to return to the Developer only such portion of the Security as may remain unexpended, without interest.

**3. Certificate of Acceptance** – The *Village* agrees to provide to the Developer a certificate of acceptance of the Works signed by the *Village Engineer* upon satisfactory completion of the Warranty Period and payment by the Developer of any deficiency in the Security under subsection 2(b).

IN WITNESS WHEREOF the Parties have affixed their hands and seals on the date first written above,

The Corporate Seal of *VILLAGE OF SALMO* was hereunto affixed in the presence of: )  
 )  
 ) C/S  
 )  
 )  
 \_\_\_\_\_ )  
 Mayor )  
 )  
 )  
 \_\_\_\_\_ )  
 Administrator )  
 )

Executed on behalf of the Developer by its authorized signatories )  
 )  
 ) C/S  
 \_\_\_\_\_ )  
 Authorized Signatory )  
 )  
 )  
 \_\_\_\_\_ )  
 Authorized Signatory )

**SCHEDULE A**  
***WORKS AND SERVICES SUMMARY***

SCHEDULE "D"

**RIGHT-OF-WAY AGREEMENT**

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

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART, AND:

VILLAGE OF SALMO (a municipality incorporated under the Local Government Act, R.S.B.C. 1996, c.323), having an office and mailing address at 423 Davies Avenue (P.O. Box 1000), Salmo, British Columbia, V0G 1Z0

(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 Salmo, 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 water works, and/or drainage works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith and/or hydro electric 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:

AND WHEREAS the *right-of-way* hereinafter described is necessary for the operation and maintenance of the Grantee's undertaking:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of \$10.00 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 DOTI 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, main-

tain, 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 Number \_\_\_\_\_.

(hereinafter called the "*Statutory Right-of-Way*")

1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the *Statutory 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 of all trees, growth, buildings or obstructions 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 *Statutory 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, layout, and use for the purpose of ingress and egress to and from the *Statutory 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 subsurface material to be excavated from the Statutory Right-of-Way* upon and over, but not under that part or parts of Lands of the Grantor, shown outlined in green on *Right-of-Way* Plan Number \_\_\_\_\_.

(hereinafter called the "*Working Right-of-Way*")

1.5 Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the subsurface 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 *Statutory 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 *Statutory Right-of-Way*.
  - 2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said *Works* and in particular will not carry out any blasting on or adjacent to the *Statutory Right-of-Way* and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the *Works* installed in the *Statutory Right-of-Way*.
  - 2.3 That the Grantor will not substantially diminish the soil cover over any of the *Works* installed in the *Statutory Right-of-Way* and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the *Works* installed in the *Statutory 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 workman like 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 That the Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost as nearly as may be reasonably possible in the same condition 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 *Statutory 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 Grantee 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 Grantor 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 seizing 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 seized 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 therein, and if he shall acquire a greater of the entire 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 enure 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 mas-

culine 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 \_\_\_\_\_, 20\_\_\_\_.  
in the presence of:

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

THE CORPORATE SEAL OF THE VILLAGE OF SALMO was hereunto affixed this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

SCHEDULE "E"

**CONFIRMATION OF "COMMITMENT BY OWNER"**  
**TO ARRANGE A PROFESSIONAL ASSURANCE**

*Subdivision No.* \_\_\_\_\_

Village of Salmo  
P.O. Box 1000  
Salmo, B.C.  
V0G 1Z0

Attention: Administrator

Dear Sir:

Re:(Description and Address) of *Subdivision* or *Development*

The undersigned has retained as my/our *Professional Engineer*, \_\_\_\_\_ (the "Consultant"), to undertake and/or co-ordinate and review all associated design criteria and "*field reviews*" required for this Project. It is understood that he/she will take all such steps as regulated under the Provincial Statute for his/her profession and by the definition of "*field reviews*" hereinafter set forth, to ascertain that the design will comply and construction of the project will substantially conform in all material respects with the provisions of Village of Salmo Subdivision and Development Bylaw and other applicable Permits, Bylaws, Acts and Regulations which apply to the Project. This representative will ascertain that only qualified personnel are retained to carry out tests, inspect or carry out design work, detailing or "*field reviews*."

As used herein, "*field reviews*" shall mean such reviews of the work at the project site and at fabrication locations, where applicable, as the Consultant, in his/her professional discretion, considers to be necessary in order to ascertain that the work substantially conforms in all material respects to the plans and supporting documents accepted by the Village of Salmo. This will include keeping records of all site visits and any corrective actions taken as a result thereof.

The undersigned has given a contractual mandate to the Consultant to review reports of other testing and inspection agencies and disciplines where necessary, comment on their acceptability, determine the corrective action to take if unacceptable, and maintain a detailed record of every such report and comments. The Consultant will automatically submit a monthly summary progress report to the *Village Engineer* including all field reports and change orders.

**NOTE:** The *owner* will notify the *Village Engineer* in writing 30 days prior to any intended termination of or by the Consultant. It is understood that work on the above project will cease as of the effective date of such termination, until such time as a new appointment is made, and a "Stop Work Order" may be posted upon the said project by the *Village*.

Witness' Name (print): \_\_\_\_\_

Witness' Signature: \_\_\_\_\_

Owner's Name (print): \_\_\_\_\_

Owner's (or Owner's Agent's Signature: \_\_\_\_\_

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

Address (print): \_\_\_\_\_

\_\_\_\_\_

Title of Agent (if applicable):  
\_\_\_\_\_

Occupation: \_\_\_\_\_

Address (print): \_\_\_\_\_

\_\_\_\_\_

This Consultant acknowledges that he/she has been retained to ascertain that the design will comply and construction of the project will substantially conform in all material respects with Bylaws as set out above and will submit letters of Assurance of Field Review and Compliance from others, as needed, for the approval of the *subdivision*.

Name of Professional (print): \_\_\_\_\_

Signature of Professional: \_\_\_\_\_

(seal)

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

SCHEDULE "F"

**ASSURANCE OF  
FIELD REVIEW AND COMPLAINT**

*Subdivision No.* \_\_\_\_\_

Village of Salmo  
P.O. Box 1000  
Salmo, B.C.  
VOG 1Z0

Attention: Administrator

Dear Sir:

Re:(Description and Address) of *Subdivision* or *Development*

This is to advise that I am a *Professional Engineer* licensed to practice in the Province of British Columbia and was retained by the *Owner* to undertake and coordinate all *field reviews* and inspections required with respect to this project and took all steps as regulated under The Engineering and Geoscientists Act of British Columbia and required by good practices and by the definition of "*field reviews*" hereinafter set forth in order to issue the following certification.

As used herein, "*field reviews*" shall mean such reviews of the work at the project site and at fabrication locations where applicable as the *Professional Engineer*, in his professional discretion, considered to be necessary in order to ascertain that the work substantially conformed in all material aspects to the plans and drawings accepted by the Village of Salmo.

The following aspects have been reviewed by me or under my direction and have been found to comply with the engineering drawings and plans submitted and accepted by the *Village Engineer*.

1.0 Storm Drainage System including, but not restricted to, the following:

- the location, alignment, size and grade of all pipes and culverts;
- the spacing of manholes and catch basins;
- the construction of dry-wells;
- materials used for pipes, culverts, manholes, catch basins, pipe and fitting joints, service connections;
- materials used for pipe bedding and backfilling of trenches;
- workmanship in the construction and installation of all materials

2.0 Sanitary Sewer System including, but not restricted to, the following:

- location, alignment, size and grade of all pipes;
- spacing of manholes and catch basins;

- materials used for pipes, manholes, pipe and fitting joints, service connections;
  - materials used for pipe bedding and backfilling of trenches;
  - workmanship in the construction and installation of all materials.
- 3.0 Water Distribution System including, but not restricted to, the following:
- location, alignment, size and grade of all pipes;
  - spacing of hydrants and valves;
  - construction of pumping stations and reservoirs;
  - materials used for pipes, fittings, gate valves, valve boxes, hydrants, service connections, corporation stops, curb stop and boxes, air valves, stops and drains.
  - materials used for pipe bedding and backfill of trenches;
  - workmanship in the construction and installation of all materials.
- 4.0 Roads including, but not restricted to, the following:
- alignment, width and grade of all roads;
  - materials used for preparation of road bases and road surfaces;
  - workmanship in the installation of materials;
  - alignment and grade of all sewer appurtenances within finished road surfaces including but not limited to curbs, storm and sanitary manhole frames, water boxes, power, cable and telephone access hatches.
- 5.0 Curb and Gutter, Sidewalks, and *Boulevards* including, but not restricted to, the following:
- width and grade of sidewalks and *boulevards*;
  - alignment and grade of curbs and gutters;
  - materials used for preparation of sub-grades and surfaces;
  - workmanship in the installation of materials.
  - assurance that the aforementioned appurtenances are free of all contaminants including sand, gravel and asphalt.
- 6.0 *Street*, Lighting, Electrical and Communications Wiring and Gas Installations including, but not restricted to, the following:
- number and spacing of street light poles and luminaries;
  - materials used for street lighting, electrical and communications wiring and gas installations;
  - materials used for backfilling of trenches;
  - workmanship in the installation of materials.

I certify that the foregoing components substantially comply in all material respects with the plans and supporting documents, including all amendments thereto, which supported the application for *subdivision (development)* approval File No. \_\_\_\_\_ which were accepted by the Village of Salmo.

In addition, significant revisions to the accepted plans and supporting documents have been submitted to the *Village* in order to depict, as nearly as possible, given my "*field reviews*" as defined herein, the services as finally designed and built.

\_\_\_\_\_  
Name of *Professional Engineer* (print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (print)

\_\_\_\_\_  
Phone

Attached hereto you will find the appropriate "*field review*" assurance from each of the associated Professional consultants, who are registered in the Province of British Columbia as members in good standing of the Association of *Professional Engineers* and Geoscientists of the Province of British Columbia.

ASSURANCE OF "ENGINEERING" FIELD REVIEW

Re: (Project Address)

*This is to assure that I/We provided "field reviews" as defined herein of all engineering work including checklist items 1.0 to 6.0 inclusive except as specifically noted below.*

EXCEPTIONS:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

(seal)

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

Address (print): \_\_\_\_\_

\_\_\_\_\_

Representing: \_\_\_\_\_

SCHEDULE "G"

**DESIGN GUIDELINE**

The "Design Guideline Manual" printed 2005 (and as subsequently amended), forming part of the Master Municipal Construction Document, and on file in the Office of the Municipal Clerk, is hereby incorporated into, adopted as, and forms part of this Bylaw.

## SCHEDULE "H"

The "Specification" part and the "Standard Detail Drawings" part of Volume II of the Master Municipal Construction Documents printed 2000 (and as subsequently amended), both of which are on file in the office of the Municipal Clerk, are hereby incorporated into, adopted as, and form part of this Bylaw.

SCHEDULE "I"

**SUPPLEMENTARY STANDARD DETAIL DRAWINGS**

The attached supplementary standard detail drawings shall govern over the standard detail drawings set out on Schedule "H".