



Subdivision and Development Servicing

Bylaw 1018

Effective 2006 January

Consolidated to April 2019

CASTLEGAR

Subdivision and Development Servicing

Bylaw 1018

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 City of Castlegar, in open meeting assembled, enacts as follows:

INTRODUCTION AND APPLICATION

1. Title

This bylaw may be cited as the "Subdivision and Development Bylaw 1018" and is referred to herein as this Bylaw.

2. Interpretation

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 their contractor.

Approval, Final means the Approving Officer's affixation of their signature to the subdivision plan pursuant to Section 88 of the *Land Title Act* and Section 18 of the *Bare Land Strata Regulations*.

Approving Officer means any person duly authorized by the City 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 the City's Official Community Plan Bylaw 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.

City means the Corporation of the City of Castlegar, or the area within the City 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 in the City's Official Community Plan Bylaw 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 City.

Community Water System means a system of waterworks which is owned, operated and maintained by the City or regulated under the Water Act or the Utilities Commission Act.

Council means the Council of the Corporation of the City of Castlegar.

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 their property.

Engineer, City means a person or persons designated by 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 their 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 City Engineer or, in case the Applicant disagrees with the amount, estimated by a Professional Engineer who is selected by the City 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 metres but not greater than 10 metres 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 City's Official Community Plan Bylaw 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, or in a representative capacity or otherwise.

Panhandle Lot means any parcel which is serviced and gains frontage through 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 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 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. constructing, maintaining, or operating any railway;
- c. erecting and maintaining any pole-line;
- d. 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; or
- e. 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 section 218 of the Land Title Act.

Street means a highway having a right-of-way width of 10 metres or more.

Subdivision means the division of land into two or more parcels by plan or by 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 metres 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 kilometres 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 City's Zoning Bylaw and amendments thereto for the purpose of regulating the use, development, and subdivision of land.

Zoning Bylaw means the City's Zoning Bylaw.

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

3. Application

- 3.1. No person shall subdivide or develop land in the City of Castlegar except in compliance with the provisions of this Bylaw.
- 3.2. No building permit shall be issued in respect of land in the City of Castlegar except in compliance with the provisions of this Bylaw.

REQUIREMENTS

4. Requirements

- 4.1. All subdivisions and developments shall be provided with works and services as prescribed in Schedule "A".
- 4.2. 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 more of the following works and services to the extent that they are deemed necessary by the City Engineer:
 - a. to provide transit bays;
 - b. to install traffic control devices including:
 - i. traffic control signs;
 - ii. traffic control markings;
 - iii. traffic control signals;
 - c. to install road signs;
 - d. to dedicate and build walkways; and
 - e. to install bicycle lanes.

5. Exemptions

- 5.1. Notwithstanding Section 4, 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. an air or marine navigational aid;
- i. electrical substations or generating stations;
- j. any other similar public service or quasi public service facility or utility; or
- k. public parks

provided that a covenant is registered against the parcel restricting its use to one or more of the uses listed above.

6. Expense for Service

- 6.1. 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.

7. Right-of-Way

- 7.1. Where such works and services as required 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.
- 7.2. The Applicant shall pay all costs associated with the requirements under Section 7.1

ADMINISTRATION

8. Application Fees

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

9. Authorized Entry

- 9.1. Officers, employees, and agents of the City 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.
- 9.2. No person shall prevent or obstruct any officers, employees, and agents of the City from administering or enforcing this Bylaw.

PRELIMINARY LAYOUT REVIEW

10. Application for PLR

- 10.1. 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.
- 10.2. 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.
- 10.3. If the location of the buildings or structures shown cannot be sufficiently identified, 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.

11. Engineering Design and Analysis

- 11.1. 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 City a preliminary engineering design to service the new parcels.

12. Future Extension of Subdivision

- 12.1. 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.

13. Review of Preliminary Layout

- 13.1. 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;
 - 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 their decision.

13.2. Preliminary Layout Review shall not be considered as acceptance by the City 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.

14. Expiration of Preliminary Layout Review

14.1. The acceptance of a Preliminary Layout Review shall expire 180 days from the date of issuance unless, upon a written request by the Applicant, an extension is granted by the Approving Officer for subsequent periods.

14.2. Each extension to a Preliminary Layout Review shall not be more than 90 days.

14.3. Upon the expiration of a Preliminary Layout Review the Approving Officer may amend conditions or modify requirements.

15. Approval of Works and Services

15.1. Installation of any works and services required for a subdivision shall not commence until:

- a. the Approving Officer has issued an acceptance of the proposed works and services;
- b. the City Engineer has approved the engineering drawings for the required works and services; and
- c. a letter of commitment from the Applicant in the format set out in Schedule "E" of this Bylaw, providing assurance that a Professional Engineer has been engaged to carry out all necessary design works and to undertake installation of works and services.

16. Application for Final Approval

16.1. Application for Final Approval shall conform substantially to the approved Preliminary Layout.

16.2. For Phased Subdivisions, the application for Final Approval may cover only a portion of the entire project that was accepted during the Preliminary Layout Review.

16.3. When a separate application is submitted for a phased subdivision, the Applicant shall provide a plan clearly showing the subdivision staging and the order in which each portion of the project will be subdivided.

17. Requirements for Final Approval

- 17.1. Upon completion of the construction of the required works and services as approved by the City Engineer, the Applicant may make application for Final Approval and shall provide the Approving Officer the following:
- a. written approval from the City Engineer stating the date the City 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 in Canada in the amount of 10% of the estimated cost or \$2,000, whichever is greater and shall enter into a security agreement with the City substantially in the form prescribed in Schedule "C-1". (Amendment Bylaw No. 1092);
 - c. payment to the City of all the City's costs of connecting all utilities to serve the proposed subdivision;
 - d. payment to the City of all costs for upgrading the existing works and services or installing new works and services that will be undertaken by the City;
 - e. payment to the City of the application fee as prescribed in Schedule "B";
 - f. payment to the City of charges for the inspection of the works in the amount equal to 1.5% of the estimated cost;
 - g. payment to the City of all arrears of property taxes chargeable against the land and all current assessed taxes levied against the land by the City;
 - h. payment to the City of all applicable Development Cost Charges required under Development Cost Charge Bylaw 695 and amendments thereto;
 - i. 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;
 - j. 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;

- k. three (3) copies of all duly executed restrictive covenants and other relevant documents;
 - l. confirmation of professional assurance as specified in Schedule "F" and including: as-built mylar drawings; service cards; reports for material tests; all other test results; operation manuals; and a copy of the street lighting permit from the Electrical Safety Branch of the Province of British Columbia;
 - m. final Certificate of Approval from the Ministry of Health regarding the new water system;
 - n. one copy of the subdivision plan showing all existing buildings, accurately located and identified in accordance with the new property lines; and
 - o. such further information as the Approving Officer may reasonably require.
- 17.2. The length of the warranty period shall be one year commencing on the date when the City Engineer deems construction of all required works and services to be completed.
- 17.3. Notwithstanding Section 17.1 and 17.2, 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 City substantially in the form prescribed in Schedule "C";
 - b. deposits with the City, the security as specified in Schedule "C"; and
 - c. provides Confirmation by Owner for Professional Assurance in accordance with Schedule "E".
- 17.4. The security required in shall be cash or irrevocable letter of credit and shall be in the amount of 110% of the estimated cost (Amendment Bylaw No. 1092). Release of the security required 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 10% released within one year after satisfactory completion of the work to the satisfaction of the Approving Officer (Amendment Bylaw 1092).

18. Transfer of Works and Services

- 18.1. Where the Applicant installs the works and services required by this Bylaw without entering into a Servicing Agreement with the City, such works and services shall not be connected to the City utilities or such works and services shall not be transferred to the City, until:
 - a. the City has accepted the works and services;
 - b. the owner has deposited with the City 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.
- 18.2. All works and services constructed for the subdivision or for the land to be developed shall become the property of the City, free and clear of all encumbrances after:
 - a. acceptance by the City;
 - 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".
- 18.3. Upon completion of installing works and services, the Applicant shall remove from the property subdivided or developed and from all public property, at their own expense, all materials, supplies, equipment, temporary structures, debris, and materials resulting from their operations.

DESIGN OF SUBDIVISION

19. Lot Lines

- 19.1. The side 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.
- 19.2. Lot lines shall be continued through blocks without jogs, where possible.

19.3. Parcels abutting two parallel streets and parcels triangular or irregular in shape shall be avoided where possible.

20. Frontage

20.1. 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.

20.2. Application for exemption 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.

21. Panhandle Lots

21.1. 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 City's Zoning Bylaw and amendments thereto; and the distance between any two panhandle lots is more than 60 metres.

21.2. 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.

21.3. Where a panhandle lot is capable of further subdivision in the opinion of the Approving Officer, the panhandle shall be at least 20 metres in width.

22. Existing Non-conforming Parcels

22.1. Existing parcels which are smaller than permitted in these regulations may be consolidated and re-subdivided into new parcels, provided that all parts of all new parcels are contiguous; and all new parcels meet the requirements of these regulations.

23. Road Layout

23.1. The general layout of streets shall conform to any applicable bylaws of the City and the Official Community Plan.

23.2. 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 City.

24. Lane, Easement, Utility Corridor

24.1. The Approving Officer may require that in lieu of a lane, a utility easement of not less than 3 metres in width be granted in favour of the City.

25. Walkway

25.1. 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.

26. Existing Structures

26.1. 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.

INSTALLATION OF WORKS AND SERVICES

27. Standards of Works and Services

27.1. 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" ("the City of Castlegar Standard Construction Specifications"), 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.

28. Professional Engineer

28.1. All engineering drawings required in this Bylaw for works and services, shall be prepared by a Professional Engineer.

- 28.2. 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.
- 28.3. 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 City of Castlegar.

29. Completion

- 29.1. Should any person fail to construct or install any works or services required under this Bylaw, the City 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.

30. Utility Connections

- 30.1. The water distribution system, sewer system or drainage system required in Schedule "A", shall be connected by trunk mains to the existing City systems. Connection to the City System to be approved by the Director of Transportation and Civic Works. Costs associated with connection of works shall be borne by the Developer.
- 30.2. Where the City's water system is not available to parcels to be created or developed, an independent potable water supply system conforming to Schedule "G" and the City of Castlegar Standard Construction Specification and complying with the regulations of Ministry of Health shall be installed.
- 30.3. Where the City's sanitary sewer system is not available to parcels to be created or developed an independent collection, treatment and disposal system conforming to Schedule "G" and the City of Castlegar Standard Construction Specification and complying with the regulations of the Ministry of Water, Land and Air Protection shall be installed.

GENERAL PROVISIONS

31. Violations

31.1. 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 City onto a property authorized under this Bylaw; commits an offence and is liable on conviction to a fine and penalty. Each day's continuance of an offence constitutes a new and distinct offence.

32. Penalty

- 32.1. 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.

33. Severability

- 33.1. If any section, subsection, article, sentence, clause, or subclause of this Bylaw is for any reason deemed to be invalid by the decision of any 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.

34. Schedules

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

35. Repeal of Previous Bylaw

- 35.1. Subdivision and Development Bylaw 675, 1994 and all amendments thereto, is hereby repealed.

36. Bylaw Adoption

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

37. Readings

READ A FIRST TIME on the 3rd day of January 2006.

READ A SECOND TIME on the 3rd day of January 2006.

READ A THIRD TIME on the 3rd day of January 2006.

ADOPTED on the 16th day of January 2006.

“Original Signed”

Lawrence Chernoff, Mayor

“Original Signed”

Pat Mawhinney, Director of Corporate Services

List of Amendments

Bylaw 1076 January 2008

Bylaw 1092 June 2008

Bylaw 1109 June 2009

Bylaw 1192 April 2019

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 on the Land Use Plan of the City of Castlegar 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 City's storm drainage system.

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

Overhead Wiring means overhead electrical and communications wiring.

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.

SI means an independent sewage collection, treatment, and disposal system as an alternative to "S" including approved septic tank and on-site disposal system.

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.

WI means construction of an independent potable water supply system as an alternative to "W".

**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	Highway	Water	Sanitary Sewer	Storm Drainage	Electric Power	Telephone
LDR	see Table A.2 to Table A.5 inclusive	W	S	D or DI	P	T
MDR		W	S	D or DI	P	T
CC, HC, RC, TRAN		W	S	D or DI	P	T
IL, IH		W or WI	S or SI	D or DI	P	T
INST		W	S	D or DI	P	T
PO		W or WI	S or SI	D or DI	P	not required
UR		W or WI	S or SI	D or DI	P	T
SR		W	S or SI	D or DI	P	T
AP		W or WI	S or SI	D or DI	P	T

The decision to permit the installation of independent water/sanitary/storm systems rests solely with the Director of Transportation and Civic Works.

Legend - Land Use Designation in Official Community Plan

AP	Airport
LDR	Low Density Residential
NCR	North Castlegar Residential Transition
MDR	Medium Density Residential
SR	Suburban Residential
CC	Core Commercial
HC	Highway Commercial
RC	Regional Commercial
TRAN	Mixed Use Transition
IL	Light Industrial
IH	Heavy Industrial
INST	Institutional
PO	Parks and Open Space
UR	Urban Reserve

**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	ROW Width	Paved Width	Concrete Curb & Gutter	Concrete Sidewalk	Street Lighting	Telephone /Power Wiring	Boulevard Landscape
LDR	18.0 m	9.0 m	Wide Base Rollover	none	Thru sub-division	Under ground	required
MDR	18.0 m	9.0 m	Wide Base Rollover	one side			
CC, HC, RC, TRAN	20.0 m	11.0 m	Wide Base Barrier	both sides			
IL, IH	20.0 m	11.0 m	Wide Base Barrier	none			
INST	20.0 m	11.0 m	Wide Base Barrier	both sides			
PO	18.0 m	9.0 m	Wide Base Barrier	one side			

UR	20.0 m	7.5 m	none	none	Inter-section	Over-head	
SR	18.0 m	9.0 m	none	none	thru sub-division	Over-head	
AP	18.0 m	9.0 m	none	none	thru sub-division	Under-ground	

**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	ROW Width	Paved Width	Concrete Curb & Gutter	Concrete Sidewalk	Street Lighting	Telephone /Power Wiring	Boulevard Landscape
LDR	20.0 m	11.0 m	Wide Base Rollover	one side	thru sub-division	Under-ground	required
MDR	20.0 m	11.0 m	Wide Base Rollover	both sides			
CC, HC, RC, TRAN	20.0 m	11.0 m	Wide Base Barrier	both sides			
IL, IH	20.0 m	11.0 m	Wide Base Barrier	none			
INST	20.0 m	11.0 m	Wide Base Barrier	both sides			
PO	20.0 m	11.0 m	Wide Base Barrier	one side			
UR	20.0 m	7.5 m	none	none	intersection	Over-head	
SR	20.0 m	11.0 m	none	none	thru sub-division	Over-head	
AP	20.0 m	11.0 m	none	none	thru sub-division	Under-ground	

**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	ROW Width	Paved Width	Concrete Curb & Gutter	Concrete Sidewalk	Street Lighting	Telephone /Power Wiring	Boulevard Landscape
LDR	24.0 m	15.0 m	Wide Base Rollover	one side	thru sub-division	Under-ground	required
MDR	24.0 m	15.0 m	Wide Base Rollover	both sides			
CC, HC, RC, TRAN	24.0 m	15.0 m	Wide Base Barrier	both sides			
IL, IH	24.0 m	15.0 m	Wide Base Barrier	none			
INST	24.0 m	15.0 m	Wide Base Barrier	both sides			
PO	24.0 m	15.0 m	Wide Base Barrier	one side			
UR	24.0 m	7.5 m	none	none	intersection	Over-head	
SR	24.0 m	15.0 m	none	none	thru subdivision	Over-head	
AP	24.0 m	15.0 m	none	none	thru subdivision	Under-ground	

**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	ROW Width	Paved Width	Curb & Gutter	Sidewalk	Street Lighting	Telephone/ Power Wiring	Boulevard Landscape
LDR MDR, SR CC, HC RC TRAN IL, IH, UR INST AP PO	as exists	as exists (see note 3)	as exists	as exists	as exists	as exists	required

Table A.5 is applicable only to:

- a. subdivision creating not more than 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; or
- c. non-residential development of a parcel.

An existing road fronting a new subdivision which does not meet the conditions listed above, shall be serviced in accordance with Tables A.2 to A.4 inclusive before obtaining the final approval of a subdivision.

An existing road right-of-way which is not 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.

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

Conventional Subdivision Application Fee (Amendment Bylaw No. 1192)

- a. \$115 plus \$35.00 per each additional parcel when the subdivision creates not more than two (2) parcels;
- b. \$600.00 plus \$35.00 per each additional parcel when the subdivision creates more than two (2) parcels but not more than ten (10) parcels;
- c. \$1,400.00 plus \$35.00 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. \$115.00 plus \$35.00 per each additional parcel when the subdivision creates not more than two (2) parcels;
 - ii. \$600.00 plus \$35.00 per each additional parcel when the subdivision creates more than two (2) parcels but not more than ten (10) parcels; and
 - iii. \$1,400.00 plus \$35.00 per each additional parcel when the subdivision creates more than ten (10) parcels.

Inspection Fee

As per this Bylaw.

Notes

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 CITY OF CASTLEGAR
460 Columbia Avenue
Castlegar, British Columbia, V1N 1G7

(hereinafter called the "City")

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 Castlegar, 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 City the sum of \$_____ (the "Security"), by irrevocable letter of credit (in cash), as security for the due and proper performance of all the covenants, agreements, and obligations of the Developer in this Agreement.

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

1. Definitions

In this Agreement:

City Engineer means the person appointed by the City Council as such, or any other person from time to time duly authorized to act in their stead by the City Council or the City Engineer.

Complete or Completion or any variation of these words when used with respect to works means completion to the satisfaction of the City Engineer on the date certified by them 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 City Engineer and to the standards and specifications prescribed in the Subdivision and Development Bylaw and the City'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 City 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 City to construct and install the Works, the Developer will pay the amount of the deficiency to the City immediately upon request by the City;
- c. that the Security may be released to the Developer as follows:
 - i. \$_____ upon Completion of 25% of the Works;
 - ii. a further \$_____ upon Completion of 50% of the Works;
 - iii. a further \$_____ upon Completion of 75% 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 their 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 its rights, title and interest in and to the Works free and clear of all encumbrances to the City.

6. Standards of Works

- a. The Works shall be constructed to the standards specified by the City's Subdivision and Development Bylaw, Standard Construction Specifications, and amendments thereto and to the satisfaction of the Municipal Engineer.
- b. 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 Municipal Engineer.

- c. Upon completion of the Works to the satisfaction of the Municipal engineer a Certificate of Completion signed by the Municipal Engineer shall be issued.
7. Comply with Regulations
- a. The developer shall comply with the provisions of all applicable City Bylaws throughout the construction of the Works.
 - b. If any material or debris is left upon any road after the construction of the Works, the City may forthwith remove the material or debris at the expense of the Developer, and the cost of the removal shall be determined by the Municipal Engineer.
 - c. If any invoice of the City, for the removal of material or debris, remains unpaid after 60 days of its receipt by the Developer, the City may deduct the amount of the invoice from the Security.
 - d. In the event 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 then on failure to do so, the city may deduct from the Security the cost for such repairs or replacement or clean up.
8. Developer's Engineer
- a. 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 half of the Developer.
 - b. Any explanations, orders, instructions, directions and requests given by the City to the Developer's Professional Engineer shall be deemed to have been given to the Developer.
9. Changes in Standards
- a. The Developer, under Section 943 of the *Local Government Act*, covenants and agrees to comply with any changes in subdivision

requirements or standards established by bylaw or any other bylaw under Part 26 of the *Local Government Act*, 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 City 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 City final as-built drawings, including 4 sets of prints and one set of digital drawings on compact disc or other acceptable media.
- b. pay arrears of taxes outstanding against the Lands before the approval of the Plan;
- c. pay to the City, in addition to the Security, all administration fees, non-refundable levies, charges and legal costs incurred by the City directly attributable to this Agreement, and the cost of connecting all utilities.

12. Indemnity

- a. The Developer covenants and agrees to release, save harmless and effectually indemnify the City, its elected officials, officers, employees, agents, and contractors against:

- i. 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;
- ii. all cost and expenses incurred by the City 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 the City is the owner or over which the City has the right of possession;
- iii. 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. City's Duty

The City 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 City lands as necessary for the Works, subject to such terms and conditions in any case and from time to time as the City Engineer may reasonably impose.
- b. it will issue a Certificate of Completion signed by the City 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

- a. The City agrees to provide the Developer, with a Certificate of Acceptance of the Works signed by the City Engineer upon satisfactory completion by the Developer of all 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

- a. The Developer covenants and agrees that the City 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 of this Agreement.

16. No Representations

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

17. Municipal Property in Works

- a. Upon issuance of the Certificate of Acceptance, the Works shall become the property of the City, free and clear of any claim by the Developer or any person claiming through the Developer.
- b. The Developer shall save harmless the City from any claims and agrees that any claims may, at the option of the City, be paid by and from the Security.

18. Binding Effect

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

19. Headings

- a. 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 CITY
was hereto affixed in the present of:

Mayor

(SEAL)

Director of Corporate Services

Executed on behalf of the
Developer by its authorized signatories

(SEAL)

SCHEDULE "C-1"

WORKS AND SERVICES SECURITY AGREEMENT

THIS AGREEMENT made the _____ day of _____, 200_,
BETWEEN:

THE CITY OF CASTLEGAR
460 Columbia Avenue
Castlegar, B.C. V1N 1G7
(the "City")

OF THE FIRST PART

AND:

(the "Developer")
OF THE SECOND PART

WHEREAS:

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

(the "Lands");

The Developer has constructed certain works and services required by the City'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 City's bylaws to be responsible for the maintenance and repair of the Works for one year after the City has accepted the Works (the "Warranty Period");

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

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

-
1. **Maintenance of the Works** – The *City* 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 City 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 City or its agents;
 - b. that, if the Security is insufficient, the Developer will pay the amount of the deficiency to the City immediately upon request by the City; and
 - c. that at the end of the Warranty Period, the City 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 City agrees to provide to the Developer a certificate of acceptance of the Works signed by the City 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 *CITY OF CASTLEGAR* was hereunto affixed in the presence of:

Seal

Mayor

Director of Corporate Services

Executed on behalf of the Developer by its authorized signatories

Seal

Authorized Signatory

Authorized Signatory

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:

CITY OF CASTLEGAR
460 Columbia Avenue
Castlegar, British Columbia, V1N 1G7

(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 City of Castlegar, 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 hydroelectric 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 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:

THE GRANTOR HEREBY:

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 Number _____.

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

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, labor, 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.
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.

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")

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.

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

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. 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 will not carry out any blasting on or adjacent to the Statutory Right-

of-Way and, 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.

3. That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Statutory Right-of-Way and, 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.
4. That the Grantor will always from time to time and 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.

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

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.
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. 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, 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.
4. That the Grantee will, as far as reasonably possible, carry out all work in a proper and workman like manner to do as little injury to the Lands of the Grantor as possible.

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.
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.

THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

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.
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 always 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.
3. If 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. 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 the Lands of the Grantor subject only to the rights and restrictions herein contained.
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 seizin 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.
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.

- 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.
- 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 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 _____, 20____.
in the presence of:

(as to all signatures of Grantor)

THE CORPORATE SEAL OF THE CITY
OF CASTLEGAR was hereunto affixed

this ____ day of _____, 20____.
in the presence of:

Mayor

Director of Corporate Services

SCHEDULE "E"

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

Subdivision No. _____

The City of Castlegar
460 Columbia Avenue
Castlegar, B.C. V1N 1G7

Attention: City Engineer

Re: (Description and Address) of Subdivision or Development

The undersigned has been 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 they 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 City of Castlegar Subdivision and Development Bylaw No. 1018 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 to ascertain that the work substantially conforms in all material respects to the plans and supporting documents accepted by the City of Castlegar. 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 City Engineer including all field reports and change orders.

NOTE: The owner will notify the City 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 City.

Witness' Name (print)

Owner's Name (print)

Witness' Signature

Owner's Signature

Date

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

Date and Professional Seal (affixed)

SCHEDULE "F"

ASSURANCE OF FIELD REVIEW AND COMPLIANCE

Subdivision No. _____

The City of Castlegar
460 Columbia Avenue
Castlegar BC V1N 1G7

Attention: City Engineer

Re: (Description and Address of Project)

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 their 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 City of Castlegar.

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 City Engineer.

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; and
- workmanship in the construction and installation of all materials

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; and
- workmanship in the construction and installation of all materials.

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; and
- workmanship in the construction and installation of all materials.

Roads including, but not restricted to, the following:

- alignment, width, and grade of all roads;
- materials used for preparation or 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.

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; and
- assurance that the aforementioned appurtenances are free of all contaminants including sand, gravel and asphalt.

Street, Lighting, Electrical and Communications Wiring and Gas Installations including, but not restricted to, the following:

- number and spacing of street light poles and luminaires;
- 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 City of Castlegar.

In addition, significant revisions to the accepted plans and supporting documents have been submitted to the City 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

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 all checklist items except as specifically noted below.

EXCEPTIONS:

Name of Professional Engineer (print)

Signature

Date and Seal (affixed)

SCHEDULE "G"

DESIGN GUIDELINE

The "Design Guideline Manual" printed 2005, 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, Supplemental Standards to MMCD "Gold" Book (Amendment Bylaw No. 1109) 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" (Amendment Bylaw 1076). Standard Detail Drawings SS-G4, SS-G5, SS-W2a and SS-W2c (Amendment Bylaw No. 1109)