



# PEACE RIVER REGIONAL DISTRICT

## Electoral Area Directors Committee Meeting Revised Agenda

May 20, 2021, 10:00 a.m.

1981 Alaska Avenue, Dawson Creek, BC

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	Pages
<b>1. CALL TO ORDER</b>	
1.1. Meeting Chair - Director Rose	
<b>2. DIRECTORS' NOTICE OF NEW BUSINESS</b>	
<b>3. ADOPTION OF AGENDA</b>	
<b>4. GALLERY COMMENTS OR QUESTIONS</b>	
<b>5. ADOPTION OF MINUTES</b>	
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<b>6. BUSINESS ARISING FROM THE MINUTES</b>	
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7.1. Pacific Northern Gas (PNG) - 11:00 am.	
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10.1. Investigation of Community Park in Lone Prairie - Director Rose	
<b>11. NEW BUSINESS</b>	

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## PEACE RIVER REGIONAL DISTRICT

### ELECTORAL AREA DIRECTORS COMMITTEE MEETING MINUTES

THURSDAY, APRIL 22, 2021

**LOCATION** Peace River Regional District Office, Dawson Creek, BC

#### ATTENDANCE

##### Directors

Director Goodings, Electoral Area 'B' (*Via Zoom*)  
Director Sperling, Electoral Area 'C'  
Director Hiebert, Electoral Area 'D'  
Director Rose, Electoral Area 'E' – Committee Chair

##### Staff

Shawn Dahlen, Chief Administrative Officer  
Tyra Henderson, Corporate Officer  
Teri Vetter, Chief Financial Officer  
Tab Young, Deputy Corporate Officer  
Crystal Brown, Electoral Area Manager (*Via Zoom*)  
Kathy Suggitt, GM of Development Services  
Paulo Eichelberger, GM of Environmental Services  
Trish Morgan, GM of Community Services  
Jeff McDonald, Communications Manager (*Via Zoom*)  
Kari Bondaroff, Environmental Services Manager  
Hunter Rainwater, Recorder

##### Delegations

7.1 Urban Matters  
Matt Thomson, Community Housing Lead (*Via Zoom*)

**1. CALL TO ORDER** The Chair called the meeting to order at 10:01 a.m.

#### 2. DIRECTORS' NOTICE OF NEW BUSINESS

Director Goodings Prespatou Seniors Complex Addition  
Director Sperling Update on Charlie Lake Signage

#### 3. ADOPTION OF AGENDA

3.1 Adoption of Agenda MOVED Director Hiebert, SECONDED Director Sperling,  
That the Electoral Area Directors Committee adopt the April 22, 2021 Meeting  
Agenda, as amended to include Director's new business:

##### 1. Call to Order

1.1. Meeting Chair – Director Rose

##### 2. Directors' Notice of New Business

##### 3. Adoption of Agenda

##### 4. Gallery Comments or Questions

##### 5. Adoption of Minutes

5.1. Electoral Area Directors Committee Draft Meeting Minutes of March 18, 2021

(Continued on next page)



Adoption of Agenda  
(Continued)

**6. Business Arising from the Minutes**

**7. Delegations**

7.1. Urban Matters – Housing Policy Recommendations

**8. Correspondence**

8.1. IAF Local Government Partnership Project Program

8.2. Meat Production Modernization Update

8.3. 2021 Northern Health Meeting Invitation

**9. Reports**

9.1. Bylaw Enforcement File Jan.-Mar.2021 Quarterly Update, DS-EADC-011

9.2. Clearview Arena Dehumidification System Update, CS-EADC-007

9.3. Osborn Hall Replacement Project Update, CS-EADC-008

9.4. Prespatou Trail Project – Update, CS-EADC-006

**10. Discussion Item(s)**

10.1. Building Inspection at Public Facilities

10.2. Rose Prairie Water Station

**11. New Business**

11.1. Prespatou Seniors Complex Addition

11.2. Update on Charlie Lake Signage

11.3. Strategic Planning Update

**12. Diary**

12.1. Diary Items

**13. Item(s) for Information**

13.1. EADC Terms of Reference

**14. Adjournment**

**CARRIED**

**4. GALLERY COMMENTS OR QUESTIONS**

**5. ADOPTION OF MINUTES**

5.1  
Mar 18/21 EADC Minutes  
MOVED Director Sperling, SECONDED Director Hiebert,  
That the Electoral Area Directors Committee adopt the March 18, 2021 Meeting Minutes.

**CARRIED**

**6. BUSINESS ARISING FROM THE MINUTES**

**7. DELEGATIONS**

7.1  
Urban Matters – Housing  
Policy Recommendations  
The Electoral Area Directors Committee was provided with presentation on the Housing Policy Recommendations. Topics included:

- Key Housing Challenges in Electoral Areas
- Role of Local Government
- Electoral Area Housing Objectives
- Objective #1 – Strengthen aging in place options in rural areas and increase senior supports
- Gentle / Flexible Density
- Objective #2 – Strengthen mechanisms for information sharing and partnerships with neighbouring First Nations
- Servicing and/or Protocol Agreements





7.1

Urban Matters – Housing  
Policy Recommendations  
(Continued)

- Objective #3 – Provide the right mix of housing in the right location

A question and answer period ensued. Topics included:

- Director Hiebert asked what the reason was for not naming North Winds Healing Centre in the Housing Assessment Report. Matt responded that they can add them to the report prior to the deadline.
- Director Sperling asked if we would be better off identifying the needs within the District instead of identifying particular facilities. What about a few years down the road? Matt responded that they are within the report where some of the issues are identified.
- Director Goodings asked about funding regarding Seniors Level of Care. Matt responded that there are 2 tiers housing – Seniors Level of Housing, Supportive Housing, and then Assistive Living. Some communities are getting creative and looking to the Health Authority to help get funding for the staffing component as the government does not provide money for those components. Matt suggests that they reach out to Northern Health to see how they are going to continue to serve the needs of these people.
- Director Rose questioned the Capital Funding. Its difficult as well as operational funding. Municipal vs Rural Funding. Creation of a function within all Area's or individually. Matt responded that we would need to consider how a Regional Function would work. Adding language within the report that will be shared with partnered Municipalities. Ask those who did not opt in to partake in the conversation (Fort St. John and Taylor)

**8. CORRESPONDENCE**

8.1

IAF Local Government  
Partnership Project  
Program

MOVED Director Goodings, SECONDED Director Sperling,

That the Electoral Area Directors Committee invite Bess Legault to a future EADC meeting to talk more about the IAF Local Government Partnership Project Program.

**CARRIED**

8.2

Meat Production  
Modernization Update

MOVED Director Goodings, SECONDED Director Sperling,

That the Electoral Area Directors Committee receive the Meat Production Modernization Update email for information.

**CARRIED**

8.3

2021 Northern Health  
Meeting Invitation

MOVED Director Sperling, SECONDED Director Hiebert,

That the Electoral Area Directors Committee recommend that the Regional Board authorize that the Electoral Area Directors meet with Northern Health during the North Central Local Government Association conference to discuss health care issues including recruitment and retention of medical professionals, Seniors Aging in Place, lack of COVID-19 information, and gaps in childcare for nurses.

**CARRIED**



## 9. REPORTS

9.1  
Bylaw Enforcement File  
Jan.-Mar.2021 Quarterly  
Update, DS-EADC-011

MOVED Director Hiebert, SECONDED Director Goodings,  
That the Electoral Area Directors Committee receive the report titled “Bylaw  
Enforcement File Jan. - Mar. 2021 Quarterly Update – DS-EADC-011”, for  
discussion.

**CARRIED**

9.2  
Clearview Arena  
Dehumidification System  
Update, CS-EADC-007

MOVED Director Goodings, SECONDED Director Sperling,  
That the Electoral Area Directors Committee receive the report titled “Clearview  
Arena Dehumidification System Update – CS-EADC-007”, which provides an  
update on the Clearview Arena Dehumidification System project, for discussion.

**CARRIED**

9.3  
Osborn Hall Replacement  
Project Update, CS-EADC-  
008

MOVED Director Goodings, SECONDED Director Hiebert,  
That the Electoral Area Directors Committee receive the report titled “Osborn Hall  
Replacement Project Update – CS-EADC-008”, which provides an update on the  
Osborn Hall Replacement Project, for discussion.

**CARRIED**

9.4  
Prespatou Trail Project  
Update, CS-EADC-006

MOVED Director Goodings, SECONDED Director Sperling,  
That the Electoral Area Directors Committee receive the report titled “Prespatou  
Trail Project Update – CS-EADC-006”, which provides an update on the Prespatou  
Trail Project, for discussion.

**CARRIED**

## 10. DISCUSSION ITEM(s)

10.1  
Director Goodings -  
Building Inspection at  
Public Facilities

MOVED Director Sperling, SECONDED Director Hiebert,  
That the Electoral Area Directors Committee be provided with a report on risk and  
liability to the PRRD regarding public facilities outside the building inspection area  
that are funded by the PRRD, or located on Regional District property.

**CARRIED**

10.2  
Rose Prairie Water Station

Work is underway to create a safe work plan for the site. The RFP has been issued  
on the PRRD website and BC Bid, and will closes on June 10, 2021.

## 11. NEW BUSINESS

11.1  
Director Goodings –  
Prespatou Seniors  
Complex addition

This item was discussed with Urban Systems under item 7.1.

11.2  
Director Sperling –  
Update on Charlie Lake  
Signage

Director Sperling asked if we have received any more information regarding  
signage for Charlie Lake Signage. The Electoral Area Manager noted that



permission from the landowner needs to be obtained prior to placing signs. We are waiting for additional information regarding buoys from the Ministry.

11.3

Director Goodings –  
Strategic Planning  
Meeting

MOVED Director Goodings, SECONDED Director Sperling,  
That the Electoral Area Directors Committee recommend that the Regional Board authorize that Director's alternates be invited to attend and observe the Strategic Planning Meeting on April 27, 2021

**CARRIED**

## **12. DIARY**

12.1

Diary Items

Number 7 – Volunteer Recognition, Director Goodings When COVID-19 restrictions are lifted, Director Goodings would like to recognize volunteers in Area B by hosting a BBQ. Director Rose would like to partner with Chetwynd during their civic awards. Director Hiebert would like to do something in partnership with Dawson Creek.

Number 4 – Synergy Group. A couple of meetings have been held with the contractor. Still in the planning stages.

Number 6 – Section 381 - Cost Sharing for Services under Part 14 Planning and Land Use Management.

No changes were made to the Diary.

## **13. ITEMS FOR INFORMATION**

13.1

EADC Terms of Reference

The EADC Terms of Reference was included for the Committee's information.

## **14. ADJOURNMENT**




The Chair adjourned the Meeting at 11:50 am.

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Director Rose, Meeting Chair

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Hunter Rainwater, Recorder

## SUBDIVISION AND DEVELOPMENT SERVICES BYLAW UPDATE

Electoral Area Directors Committee  
May 20, 2021

**ISL** Engineering and Land Services Inspiring sustainable thinking  
islengineering.com

## THE PROJECT

**Develop a “Subdivision and Development Servicing Bylaw” for the Peace River Regional District**

ISL Retained to Develop Bylaw  
Gary O’Rourke, P.Eng.  
Brandon Barker, P.Eng.

**ISL** Engineering and Land Services Inspiring sustainable thinking  
islengineering.com





## PURPOSE OF THIS PRESENTATION/DISCUSSION

- **Project Update Prior to Further Discussions with Stakeholders/Community**
- **Receive feedback from the Electoral Area Directors prior to Regional Board readings**



## Subdivision and Development Services BYLAW (Refresher)



- **A TECHNICAL DOCUMENT**

To establish engineering technical standards to be applied within the Regional District to ensure they are technically appropriate and consistent with good engineering practice.

- **A POLICY DOCUMENT**

To define the subdivision, development and building permit processes and requirements for use by developers and their technical professionals.

- **A REGULATORY DOCUMENT**

To provide the specific legal framework to allow the Regional District to regulate and manage infrastructure and the development process.



## THE PRRD BYLAW (Refresher)



- **The new Bylaw intends to:**
  - Reflect desired requirements for all Electoral Areas
  - Appropriately tie in to other jurisdictions within the PRRD (i.e. Dawson Creek and Fort St. John)
  - Reflect MOTI Requirements, noting they are the Road/Drainage Authority and Approving Officer



## UPDATE Consultations (ZOOM Meetings)



- **Met with Stakeholders – December 2, 2020**
- **Comments:**
  - Generally supportive but do not want the Bylaw to be too restrictive;
  - Welcome opportunity to review draft





## UPDATE

### Consultations (ZOOM Meetings)

- **Met with the Ministry of Transportation and Infrastructure (MoTI) – December 16, 2020**
- **Comments**
  - Supportive of development of the Bylaw
  - Draft will be sent for their review and comments
  - Must Reflect MOTI Requirements, noting they are the Road/Drainage Authority and Approving Officer



## UPDATE

### Draft Bylaw – Development Process

- **Two Steps**
  - 1) **Initial Application** – Allows Applicant to approach authorities with minimal information to obtain initial comments and feedback and help determine Bylaw requirements
  - 2) **Detailed Application** – once Applicant decides to proceed (after receiving initial comments/feedback)



## Bylaw The 'Front End'

- Definitions
- Administration and Enforcement
- Subdivision/Development Requirements & Regulations
- General Design Criteria/Submission Requirements
  - Geotechnical/Hydrological Considerations
  - Traffic Impact Assessments
  - Off-Site Utilities Impact Considerations
  - Survey Information
  - Design Drawing Submission
  - Construction Cost Estimate Calculations
  - Record Submissions



## TECHNICAL SECTIONS OFF-SITE SERVICING

### ▪ WATER SYSTEM

- Connect to existing community water system – if available **at the site**
- Otherwise provide a private water supply – in accordance Provincial and Federal standards and requirements (eg. well, surface water intake, etc.)

### ▪ SEWER SYSTEM

- Connect to existing community sewer system – if available **at the site**
- Otherwise provide a private sewer system – in accordance Provincial and Federal standards and requirements (eg. Lagoon, septic system, etc.)







## TECHNICAL SECTIONS OFF-SITE SERVICING



### ROADS and Street lighting (MOTI)

- These are Provincial (MOTI) Functions
- Off-Site Requirements, including specifications and standards not included in the proposed PRRD Bylaw



### STORM DRAINAGE (MOTI)

- Generally a MOTI function
- Have a Stormwater Section including design criteria and requirements to discuss with MOTI and Stakeholders (in an effort to confirm/develop appropriate standards and requirements)



## Master Municipal Construction Documents (MMCD)



### Technical Requirements Reflect MMCD

- MMCD developed by engineers, developers, contractors in effort to standardize requirements in BC
- Must still reflect standards unique to the PRRD (i.e. there will be some PRRD supplemental specifications that differ from MMCD)





## TIMING



Stakeholder Consultations  
Regional Board  
Public Consultation  
Adoption

- By June 5, 2021
- June 24, 2021
- July, 2021
- September, 2021



# THANK YOU!

**Subject:** FW: Auxiliary Program Survey

**From:** Union of BC Municipalities <[ubcm@ubcm.ca](mailto:ubcm@ubcm.ca)>

**Sent:** Monday, May 17, 2021 4:14 PM

**To:** Tyra Henderson <[Tyra.Henderson@prrd.bc.ca](mailto:Tyra.Henderson@prrd.bc.ca)>

**Subject:** Auxiliary Program Survey

**CAUTION:** This email originated from outside of the organization.



## BC Model Working Group Auxiliary Program Survey

Dear Mayors and Chairs,

The Province has established an Auxiliary Program – BC Model Working Group to review options for a long-term BC auxiliary policing program. This Working Group includes representatives from UBCM and local governments, and will be considering information on programs that exist in other jurisdictions, options available under the current legislative framework, and comments from stakeholders.

The Working Group is currently inviting local governments to contribute to this work by participating in a short [survey](#) seeking to understand community perspectives and preferences related to auxiliary policing.

A short [background document](#) has been prepared by the Working Group to provide additional context and information related this ongoing work.

Completed surveys will be accepted until May 30, 2021.

Thank you for your consideration,

UBCM

UBCM



Union of BC Municipalities | 525 Government Street, Victoria, BC V8V 0A8 Canada

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## Auxiliary Program Survey

### Introduction

As you may know, the Auxiliary Constable Program has been successful for several years in BC, and auxiliary members have provided a wide range of services to their communities; however, the program has undergone significant changes since 2019.

In 2016, the RCMP undertook a review of the Auxiliary Constable Program, following several incidents in the fall of 2014 where uniformed auxiliary members were being randomly targeted. As a result, the RCMP replaced the former program with a new tiered model where members are permitted to participate in activities based on their level of training, assessed risks, and community needs. Upon review, the Province indicated it would only consider the most comprehensive tier (Tier 3). After further consultation and engagement, it became clear that there were a number of concerns with this new model, as it relates to uniforms, training, and supervision requirements. For this reason, the Province committed to exploring other options for a volunteer policing program in BC (i.e., a BC-specific model) that would better meet the needs of the communities in this province. This direction was supported by UBCM.

### Current Status: Tier 3 Program

In March 2020, the previous program was officially terminated by the RCMP, to be replaced by the new tiered model. In June 2020, the Province wrote to all local governments in the province who were listed by the RCMP as having an auxiliary program, to clarify whether communities were supportive of implementing the Tier 3 model as an interim measure while the Province explored options for a BC model. The majority of those who responded confirmed their support for this temporary option and as a stop-gap measure. The Province continues to work with the RCMP to establish the necessary Memorandum of Understanding for the Tier 3; however, timelines remain uncertain at this time and the tiered model has not been implemented.

### Current Status: BC Model

Meanwhile, the Province has also established a Working Group to review options for a BC program in the long term. The Auxiliary Program – BC Model Working Group includes local government representatives, and will be considering information on programs that exist in other jurisdictions, options available under the current legislative framework, and comments from stakeholders. Unfortunately, the Province is unable to resuscitate the previous program, and it is likely that a BC Model will look quite different from past programs; however, the Province is committed to finding a long-term solution.



## What You Can Do: Auxiliary Program Survey

The Working Group would like to hear local government thoughts and ideas on what kind of program would best serve communities, in order to provide the Working Group with general direction on type of options to consider. The survey can be accessed by clicking on the following link, or by copying and pasting the same in the address bar of your browser:

<https://survey.jag.gov.bc.ca/snapwebhost/s.asp?k=161981374763>

The Working Group would appreciate if you could take the time to answer the following six questions by **May 30, 2021**. Please note that further engagement will occur at a later time as well.

### Questions?

Please do not hesitate to email [MarieHelene.Lapointe@gov.bc.ca](mailto:MarieHelene.Lapointe@gov.bc.ca) if you should have any questions or additional comments to provide.



# Ministries of Attorney General & Public Safety and Solicitor General

## Auxiliary Policing Program Survey

### About this survey.

Please take a few minutes to share information and provide comments on various aspects of the auxiliary policing program in your community. This information will guide the review of options for a future auxiliary policing programs in BC.

This survey will take less than **10 minutes** to complete.

If you have questions about this survey, please contact [Marie-Hélène Lapointe](#).

#### **Protecting your information:**

This survey is anonymous. No comments will be attributed to any individual in reports resulting from this survey. Please do not include personal information about yourself or others in your responses. All data from this survey is collected and managed in accordance with the provisions of **PIA AG/SG19023**, sections 26 (c.) and (e.) of the **Freedom of Information and Protection of Privacy Act**, and the **Tri-Council Policy Statement on Research Ethics**. This survey is administrated by the BC Justice Sector's Business Research & Diagnostics team on behalf of the Ministry of Public Safety and Solicitor General's Policing and Security Branch. If you have any questions or concerns regarding data use, privacy or confidentiality issues, please email [BusinessResearch@gov.bc.ca](mailto:BusinessResearch@gov.bc.ca).

### Survey Questions

What is the name of your local government?

In which of the following regional districts is your local government located?

In the last five years, did your local RCMP detachment offer an auxiliary policing program in your community?

- ☐ Yes  
☐ No  
☐ I Don't Know

What is the level of interest in your community for the long-term development of the following types of volunteer policing programs?

	High Interest	Moderate Interest	Low Interest	No Interest
Tier 3 Program - <i>The RCMP is implementing a new national program where volunteers are pre-approved for certain activities based on tiers. For a more complete description of the tiers please visit <a href="#">the RCMP Tier 3 site</a>.</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BC Model - <i>The Province of BC would develop a custom model for the province. The specific roles and duties are not yet known, but the province would strive to develop a program that meets the greater needs of most local governments.</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community Safety Officers - <i>Some jurisdictions have</i>				

implemented a CSO program to support local governments with non-criminal matters through community-based crime prevention initiatives. CSOs are paid, trained, may have peace officer status, and their exact roles vary from one jurisdiction to another.

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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No Program - The absence of a provincial program would mean local governments could create and manage their own programs within the limits of the law and regulation, and work with their local detachments and other services in their communities to meet their specific needs.

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
-----------------------	-----------------------	-----------------------	-----------------------

Other Type of Program - Please add details in comments box below.

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Comments - Please explain your answers above if you selected 'Other Type of Program'.

What types of activities and duties do you think are most important to include in a volunteer policing program (select all that apply)?

- ☐ Access and traffic control
- ☐ Bar checks
- ☐ Beach or community patrol
- ☐ Check stops
- ☐ Community fundraising events
- ☐ Community presence via foot and bicycle
- ☐ Disaster assistance
- ☐ Non-enforcement support to operations
- ☐ Participation in parades and public ceremonies
- ☐ Public education initiatives
- ☐ Ride-alongs
- ☐ Scene security
- ☐ Searches of persons
- ☐ Watch programs
- ☐ Other

How would you rate the importance of the following aspects of an auxiliary-type volunteering program?

	Very Important	Somewhat Important	Minimally Important	Not Important
Cost and funding model	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Volunteer safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Types of duties to be performed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ability for volunteers to work directly with RCMP/municipal police	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ride-alongs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Level of consistency of volunteer duties and training across the province	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Level of supervision requirements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Peace officer status	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Uniform design	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments (please explain your answers above).

Are you aware of any programs that exist in other jurisdictions, that might be successful in your community? If so, please provide the name of the program and/or the name of the community, and the potential benefits for your local government.



Are there any other comments you wish to make regarding auxiliary policing programs in your community?

***Thank you for taking the time to complete this survey.***  
*To upload your data to our secure server, click on the Submit/Checkmark button below.*

↺ Reset

Submit ✓

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# REPORT

To: Chair and Directors

Report Number: DS-BRD-152

From: Kathy Suggitt, General Manager of Development Services

Date: May 13, 2021

**Subject: Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021**

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## **RECOMMENDATION #1: [Corporate Unweighted]**

That the Regional Board give "Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021", first, second and third readings, which establishes the procedures under which an owner of land may apply for a variety of permits and bylaw amendments, as required by the *Local Government Act*, s.460, and imposes fees for those applications as permitted under *Local Government Act* s.397 and s.462, and delegates the issuance of development permits to the General Manager of Development Services.

## **RECOMMENDATION #2: [Corporate Unweighted – 2/3 Majority]**

That the Regional Board adopt "Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021."

## **BACKGROUND/RATIONALE:**

Based on past Regional Board resolutions, staff recommendations, and the need to adapt to changing regulations, it has been identified that certain aspects of the in-effect Development Application Procedures and Fees Bylaw No. 2165, 2016 should be updated to conform to changes in legislation, such as for an Agricultural Land Reserve Exclusion application and a Site Disclosure Statement Fee and to include newly applicable fees.

As well, the current bylaw includes a number of prescribed application forms as schedules to the bylaw, the contents of which are procedural in nature. It is proposed that through a repeal and replacement of the bylaw, the application forms are removed in order to have the bylaw address processes relevant to the applicant and applicable fees only, rather than contain forms that require updating from time to time.

Furthermore, in the interest of seeking operational effectiveness, the current in-effect delegation bylaw that authorizes the General Manager of Development Services to approve development permits, has been incorporated into the Development Application Procedure, Fees, and Delegation Bylaw. As the delegation of authority also pertains to development applications, it makes sense to include it in the one bylaw for ease of reference and location. Bylaw 2449 will repeal the previous Development Permit Application and Fees Bylaw No. 2165, 2016, and Development Permit Delegation Bylaw No. 1908, 2010.

The Bylaw will also address the following previous Regional Board resolutions.

On February 11, 2021, the Regional Board passed the following resolution:

*MOVED, SECONDED, and CARRIED*

That the Regional Board implement a fee for participation in the contaminated site identification process required by the Ministry of Environment and Climate Change Strategy.

On May 3, 2018, the Regional Board passed the following resolution:

*MOVED, SECONDED, and CARRIED*

- a) That the Development Services File Closure Policy for land use applications be approved; and
- b) That staff be directed to prepare an amendment to the Development Application Procedures and Fees Bylaw No. 2165, 2016 to incorporate the Development Services File Closure Policy.

The existing Development Application Procedures and Fees Bylaw was used as the basis of the proposed new bylaw, however, staff draw the Board's attention to the following areas where the new bylaw is different than the existing bylaw:

1. **Scope**

Section 2 – 'Applicability' of the Bylaw now includes the Exclusion from the Agricultural Land Reserve applications and Site Disclosure Statements; ALC exclusion is new to the PRRD as the application process as dictated by new provincial regulations and legislation and Site Disclosure Statements are also a new requirement imposed on the PRRD by the Province, that the PRRD formerly was able to opt out of.

2. **Refunds**

Section 9 – 'Refunds' of the Bylaw authorizes and implements the Development Services File Closure Policy as approved by the Board, and details the applicable refunds procedure for applications.

3. **Delegation and Reconsideration of Development Permits**

Section 10 and Section 11 are added to the Bylaw. Section 10 delegates to the General Manager of Development Services the authority to approve issuance of development permits. Section 11 outlines the process to appeal a decision made by the GM, to the PRRD Board, which is required under the *Local Government Act* Section 490 (5). These provisions were previously contained in a separate delegation bylaw.

4. **Schedule A - Development Application Fee Schedule**

The following two fees are additions to the current Development Application Fee Schedule:

a. **Exclusion from the Agricultural Land Reserve Fee**

There are cost implications to process Exclusion from the Agricultural Land Reserve applications on a case-by-case basis that will be the responsibility of the PRRD. A fee of \$1,500 will be charged to the applicant, with \$750 being refunded should the application not proceed to the ALC. The applicant will be responsible for additional costs associated with

the advertisements, signage, and facility rental, if applicable. (Details provided in the ALC Exclusion Report DS-BRD-142, dated May 13, 2021).

b. Site Disclosure Statement Fee

As per recent amendments to the *Environmental Management Act*, local governments may charge a fee of up to \$100 per Site Disclosure Statement submitted to the Ministry of Environment and Climate Change and Strategy to cover administrative costs for this process. It is up to each local government to determine whether to charge a fee and how much they will charge. Pursuant to the Board resolution of February 11, 2021, indicating that the PRRD should charge a processing fee, and delegating to staff the calculation of a reasonable and justifiable fee as required under the LGA Section 462. PRRD Development Services staff has determined that it would be reasonable to charge a fee of \$50 for processing Site Disclosure Statements and forwarding them to the Ministry based upon the estimated amount of staff time involved.

Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021 is attached for the Board's consideration.

**ALTERNATIVE OPTIONS:**

1. That the Regional Board provide further direction.

**STRATEGIC PLAN RELEVANCE:**

- ☒ Not Applicable to Strategic Plan.

**FINANCIAL CONSIDERATION(S):**

There are no changes to the existing application fees in the currently in effect 'Development Application Procedures and Fees Bylaw No. 2165, 2016'. The only new fees introduced in Bylaw 2449, 2021 are:

- \$50 for submitting a Site Disclosure Statement to the MoECCS; and,
- \$1,500 (plus additional costs associated with advertising, rental, etc.) for Exclusion from the Agricultural Land Reserve applications.

These new fees will be effective as of the date of adoption of the bylaw.

**COMMUNICATIONS CONSIDERATION(S):**

None.

**OTHER CONSIDERATION(S):**

None at this time.

**Attachments:**

1. Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021

**PEACE RIVER REGIONAL DISTRICT**

**Bylaw No. 2449, 2021**

A bylaw to establish application procedures and fees for the processing of land development applications, including amendments to an Official Community Plan, Zoning Bylaw, or for permits under Part 14 of the *Local Government Act*

WHEREAS the *Local Government Act* provides that a local government that has adopted an Official Community Plan bylaw or Zoning bylaw must, by bylaw, define procedures under which an owner of land may apply for an amendment to a plan, or bylaw, or for the issuance of a permit under that section;

AND WHEREAS the Regional Board has designated areas in the Official Community Plan within which temporary use permits and development permits are required;

AND WHEREAS the *Local Government Act* provides that a local government may, by bylaw, impose application fees;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

**Section 1 – General Provisions**

1. This bylaw may be cited for all purposes as "Development Application Procedures, Fees and Delegation Bylaw No. 2449, 2021."
2. If any portion of this bylaw is declared invalid by a court, the invalid portion shall be severed and the remainder of the bylaw is deemed valid.
3. The headings used in this bylaw are for convenience only and do not form part of this bylaw, and are not to be used in the interpretation of this bylaw.
4. Any enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.
5. A reference in this bylaw to any bylaw, policy, or form of the Peace River Regional District is a reference to the bylaw, policy, or form, as amended, revised, consolidated, or replaced from time to time.
6. "Peace River Regional District Development Permit Delegation Bylaw No. 1908, 2010", "Development Application Procedures and Fees Bylaw No. 2165, 2016" , and "Development Application, Fee, and Amendment Procedure Amendment Bylaw No. 2199, 2015 are hereby repealed.

## Section 2 – Applicability

7. This bylaw shall apply to the following land use applications:
- a) Official Community Plan bylaw amendment;
  - b) Zoning bylaw amendment;
  - c) Temporary Use Permit;
  - d) Development Permit;
  - e) Development Variance Permit; and
  - f) Exclusion from the Agricultural Land Reserve.

## Section 3 – Application Requirements

8. This bylaw applies to:
- a) All applications for 7 a) to f) above.
  - b) The submission of a Contaminated Site Declaration Form as part of a zoning amendment or development permit application. Depending on the response in the Contaminated Site Declaration Form, a Site Disclosure Statement is to be submitted to the Ministry of Environment and Climate Change Strategy as part of the Ministry's site identification process.
9. An application shall be submitted on the applicable form as prescribed by the Peace River Regional District.
10. The Peace River Regional District may require a site visit or further information to be provided after the initial application and prior to the application being presented to the Regional Board.
11. An owner of land, who has submitted an application to the Regional District, may authorize an agent in writing to act on their behalf and must notify the Regional District in writing if the ownership changes in the midst of the application process.
12. An applicant requesting a bylaw amendment, permit or approval referred to in Clause 7 must submit the following information required by the Regional District which includes at a minimum the following:
- a) a completed application form that includes all information requested on the form as supplied by the Regional District;
  - b) a sketch plan of the subject property or properties, showing:
    - i. the legal boundaries and dimensions of the subject property;
    - ii. boundaries, dimensions and area of any proposed lots (if subdivision is being proposed);
    - iii. the location and size of existing buildings and structures on the subject property, with distances to property lines;
    - iv. the location of any existing sewage disposal systems;
    - v. the location of any existing or proposed water source(s).

13. If the sketch plan provided under Clause 12(b) above, and/or a site visit does not conclusively and definitively identify building location and size, to allow determination of total built floor area, and conformity with parcel line setbacks, the applicant will also be required to submit a legal survey prepared by a British Columbia Land Surveyor.

#### **Section 4 - Fees**

14. The fees for development applications listed in Clause 7 of this bylaw shall be as set out in Schedule 'A' – Development Application Fees and Charges which is attached hereto and forms part of this bylaw.

#### **Section 5 – Public Notice Requirements**

15. Public Notice for land use applications, as required under Part 14 of the *Local Government Act*, shall include being mailed or otherwise delivered to landowners of all parcels that are within a distance of 1.5 kilometres of the parcel that is subject to the bylaw amendment, except Development Variance Permit applications in which case notification shall be given to landowners within a distance of 100 metres. The Public Notice area shall not extend more than 100 metres into municipal boundaries.

#### **Section 6 – Public Notice Sign Requirements**

16. A development application sign shall be posted on the subject property for any parcel that is that are subject to an application for:
- a) Amendment to an Official Community Plan and / or Zoning bylaw; or
  - b) Temporary Use Permit.
17. The Peace River Regional District shall provide the applicant with a development application sign which shall be posted by the applicant on the subject property as outlined below:
- a) The sign must be placed at the driveway entrance or midpoint of the property fronting the main service road, providing the most effective legibility and visibility for passersby from the road;
  - b) The sign shall be erected on the property at a minimum of fourteen (14) days prior to the Regional Board considering the application, and the applicant must submit to the Regional District a photograph clearly showing the sign posted on the property;
  - c) The sign shall be placed in a manner that does not interfere with pedestrian or vehicle traffic flow, or create a potential hazard by obstructing visibility from a highway, road or lane;
  - d) The sign shall be installed in a safe, sturdy manner, capable of withstanding typical wind and other weather conditions;

- e) The sign shall remain in place continuously until the conclusion of the Public Hearing or issuance of the permit, as the case may be, and shall be removed within fourteen (14) days after the decision(s) of the Regional Board on the said application. Applicants are encouraged to dispose of the signs by recycling them.
- f) Failure to post and keep the sign in accordance with this bylaw may result in a delay or postponement of the Public Hearing and / or Board decision process;
- g) Any additional notification costs incurred by the Regional District as a result of the applicant failing to post the required sign shall be payable by the applicant prior to advertising of the Public Hearing or delivering public notification;
- h) Where a sign required by this bylaw is removed, destroyed or altered due to vandalism or the actions of unknown persons, the validity of any bylaw that is the subject of the relevant application and Public Hearing shall not be impacted;
- i) If a land owner receives any written comments regarding the land use application, those comments must be delivered to the Peace River Regional District office as soon as they are received so that this information may be considered with the subject application.

#### **Section 7 – Reapplication**

18. The Peace River Regional District will refuse consideration of any application for a land use permit, an amendment to an Official Community Plan or a Zoning bylaw, or for exclusion from the Agricultural Land Reserve, that has been refused by the Board of the Peace River Regional District within the previous six months unless the re-application time limit is varied by the Board for a specific application by Board resolution, adopted with 2/3 majority of those eligible to vote, as authorized by the *Local Government Act*.

#### **Section 8 – Reduction of Fees**

19. Applications received from not-for-profit societies are eligible for a 50% reduction of fees upon provision of documentary proof of status of their organization.



## Section 9 – Refunds

20. The Regional District will proceed with file closure in accordance with the Development Services File Closure policy and will refund part of an application fee, if appropriate, as follows:

- a) Fifty percent (50%) of application fee(s) shall be refunded if an Official Community Plan Bylaw amendment application does not proceed to the Public Hearing stage of the amendment process.
- b) Fifty percent (50%) of application fee(s) shall be refunded if a Zoning bylaw amendment application does not proceed to the Public Hearing or Public Notification stage of the rezoning process.
- c) One hundred percent (100%) of application fee(s) for any development application shall be refunded if the application is withdrawn by the applicant prior to the application being reviewed or processed.
- d) Fifty percent (50%) of application fee(s) shall be refunded if an application for Exclusion from the Agricultural Land Reserve does not receive the Regional Board's support to proceed to the Agricultural Land Commission.

## Section 10 – Delegation

21. The Regional Board hereby delegates to the General Manager of Development Services the power and authority to approve issuance of Development Permits pursuant to the *Local Government Act* in regard to development permit areas established by Peace River Regional District Official Community Plans.

22. For the purposes of this bylaw, the Chief Administrative Officer may act for the General Manager of Development Services in exercising the power delegated herein wherever the General Manager of Development Services is absent or unable to act for any reason.

## Section 11 – Reconsideration

23. The owner of the land subject to the decision of the delegate in regard to issuance of a Development Permit under this bylaw is entitled to have the Regional Board reconsider the matter pursuant to the following procedure:

- a) Within 30 days of being notified of the decision, the owner must submit a request for reconsideration in writing to the Chief Administrative Officer, including reasons in support of the request;
- b) The Chief Administrative Officer shall ensure that the request for reconsideration, including the original application, supporting documentation and any staff reports are forwarded to the next available Regional Board meeting;
- c) The owner of the land shall be notified of the date and time that the Regional Board will be reconsidering the decision, and provided opportunity to address the Regional Board regarding the matter; and
- d) In undertaking a reconsideration the Regional Board has the same authority as that which is conferred on the delegate as set out in this bylaw.

READ A FIRST TIME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

READ A SECOND TIME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

READ A THIRD TIME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chair

(Corporate Seal has been affixed to the original bylaw)

\_\_\_\_\_  
Corporate Officer

(Schedule A attached)

I hereby certify this to be a true and correct copy of  
"PRRD Development Application Procedures, Fees and Delegation Bylaw  
No. 2449, 2021" as adopted by the Peace River  
Regional District Board on \_\_\_\_\_, 2021.

**Schedule 'A'**  
**Development Application Fee Schedule**

<b>Application Type</b>	<b>Fee</b>
Official Community Plan Amendment	\$1,000.00
Zoning Amendment	\$ 650.00
Official Community Plan and Zoning Amendment Combined	\$1,050.00
Temporary Use Permit	\$ 350.00
Development Permit	\$ 165.00
Development Variance Permit	\$ 165.00
Sign Requirement (non-refundable)	\$ 150.00
Board of Variance	\$ 90.00
Agricultural Land Reserve Exclusion [Bill 15 – ALC Amendment Act, 2019] <i>(Applicant responsible for additional costs associated with the advertisements, signage, and facility rental, if applicable)</i>	\$1,500.00
Site Disclosure Statement Processing Fee <i>(to be forwarded to Ministry of Environment and Climate Change)</i>	\$ 50.00



# REPORT

To: Electoral Area Directors Committee

Report Number: DS-EADC-012

From: Kathy Suggitt, General Manager of Development Services

Date: May 20, 2021

**Subject: Subdivision and Development Servicing Bylaw First Draft**

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## RECOMMENDATION:

That the Electoral Area Directors Committee receive the report titled "Subdivision and Development Servicing Bylaw First Draft – DS-EADC-01" and the Draft Subdivision and Development Servicing Bylaw, for their consideration and feedback.

## BACKGROUND/RATIONALE:

ISL Engineering and Land Services Ltd. (ISL Engineering) was retained to develop a Subdivision and Development Servicing Bylaw (the Bylaw) for the PRRD.

On January 21, 2021, the Electoral Area Directors Committee passed the following resolution:

*MOVED, SECONDED, and CARRIED*

*That the Electoral Area Directors Committee refer the report titled "Subdivision and Development Servicing Bylaw Project Overview, DS-BRD-101", to a future EADC meeting to review the draft bylaw in order to make any possible changes before it goes back to the Regional Board.*

ISL Engineering has provided the first draft of a Subdivision and Development Servicing Bylaw to PRRD Staff to enable the Electoral Area Directors Committee to review the draft bylaw, ask questions, and provide feedback prior to the Bylaw being presented to the Regional Board, as per the January 21, 2021 resolution.

## ALTERNATIVE OPTIONS:

1. That the Electoral Area Directors Committee provide further direction.

## STRATEGIC PLAN RELEVANCE:

☒ Not Applicable to Strategic Plan.

## FINANCIAL CONSIDERATION(S):

None at this time.

## COMMUNICATIONS CONSIDERATION(S):

On December 2, 2020, ISL Engineering and the PRRD staff met with a preliminary group of private sector stakeholders (developers and construction companies who have worked in the PRRD for at least the

past five years), to inform the stakeholders about the preparation of the Bylaw. On December 17, 2020, ISL Engineering and the PRRD staff connected with the Ministry of Transportation and Infrastructure (MoTI) to discuss the impending Bylaw. As the Approving Officer for subdivisions in the PRRD, MoTI will be required to approve the Bylaw prior to adoption.

PRRD staff is arranging to meet with a group of stakeholders in the Regional District to gather feedback on the draft bylaw prior to bringing it forward for first and second reading. The list of stakeholders includes: MoTI, Northern Health, and the private sector stakeholders who were included in the December 2020 consultation.

Anticipated engagement dates with the group of stakeholders are outlined in Table 1.

*Table 1. Stakeholder engagement efforts prior to first and second readings.*

Stakeholder	Engagement Date
MoTI	The week of May 25, 2021
Northern Health	The week of May 25, 2021
Private Sector	May 17, 2021
	May 21, 2021
	May 26, 2021
	May 28, 2021

The PRRD is in the process of creating a comprehensive communication strategy that will provide for engagement opportunities with the citizens of the Regional District. This broader public engagement strategy will be initiated after the first and second reading of the Bylaw have been approved by the Regional Board. Information will be located on the Have Your Say page of the website.

### **OTHER CONSIDERATION(S):**

None at this time.

### **Attachments:**

1. Draft Subdivision and Development Servicing Bylaw
2. Peace River Regional District Bylaw No. 783, 1992

### **External Links:**

1. [Subdivision and Development Servicing Bylaw Project Overview, DS-BRD-101](#)



PEACE RIVER  
REGIONAL DISTRICT

**SUBDIVISION AND DEVELOPMENT SERVICING**

**BYLAW NO.       , 2021**

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SECTION 2 - Definitions

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SECTION 8 - Enactment

**SCHEDULES:**

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SCHEDULE B - Design Criteria

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SCHEDULE D - Servicing Agreement

SCHEDULE E - Standard Forms

PEACE RIVER REGIONAL DISTRICT  
BY-LAW NO. xxxx, 2021

*A Bylaw to regulate the provision of works and services  
in respect to development of land*

WHEREAS the Board of Directors of the Peace River Regional District wishes to regulate the provision of works and services in respect of the subdivision of land pursuant to the *Local Government Act*;

NOW THEREFORE the Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

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**SECTION 1      GENERAL PROVISIONS**

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- 1.1      Subdivision and Development Servicing Bylaw No. 783, 1992 and all amendments thereto, is hereby repealed.
- 1.2      This bylaw may be cited as the Peace River Regional District "*Subdivision and Development Servicing Bylaw No. [REDACTED]*".

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**SECTION 2      DEFINITIONS**

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- 2.1      In this bylaw,

"**Applicant**" means the owner or agent of the owner applying for the approval of a subdivision, pursuant to the provision of the *Land Title Act*, or owner or agent of the owner applying for development other than subdivision.

"**Approval, Final**" means the Approving Officer's affixation of his signature to the subdivision plan pursuant to Section 88 of the *Land Title Act*.

"**Approval, Preliminary Layout**" means written notification of a review of information presented to the Approving Officer previous to submission of a subdivision plan for final approval.

"**Approving Officer**" means any person duly authorized by the Province of British Columbia to act as Approving Officer pursuant to the provisions of the *Land Title Act*.

"**Board**" means the Regional Board of the Peace River Regional District.

"**Building Inspector**" means the Building Inspector of the Peace River Regional District.

"**Building Regulations**" means the Building Bylaw No. 2131, 2014, as amended or replaced.



**"Chief Administrative Officer"** means the Chief Administrative Officer of the Peace River Regional District appointed as such by the Regional Board, or designate.

**"Community Sewer System"** means a common sanitary sewer or a system of sewerage or sewage disposal which serves two (2) or more parcels and is owned, operated and maintained by the Regional District.

**"Community Water System"** means a system of waterworks which serves two (2) or more parcels and which is owned, operated and maintained by an Improvement District under the *Water Act* or the *Local Government Act*, or the Regional District, or which is regulated under the *Drinking Water Protection Act*.

**"Development"** means:

- a) The subdivision of land; and
- b) Construction of, addition to, or alteration of a building or other structure, except interior construction or alteration, including, without limitation:
  - i) new building construction;
  - ii) building additions and alterations;
  - iii) construction of, addition to, or alteration of accessory buildings and structures and other structures which require a Building Permit;

**"Drainage System"** means a system of works designed and constructed to control the flow of storm water or ground water.

**"Excess or Extended Service"** means a service as defined under the *Local Government Act*.

**"Highway"** includes a street, road, lane, bridge, viaduct, and any other way open to public use. A highway does not include private easements on private property.

**"Medical Health Officer"** means the Medical Health Officer appointed under the *Health Act*.

**"MMCD"** means the Platinum Edition of the Master Municipal Construction Document published by the Master Municipal Construction Documents Association.

**"MMCD Design Guidelines"** means the Municipal Infrastructure Design Guidelines (2014) prepared under the auspices of the Master Municipal Construction Document Association.

**"Off-Site"** means those works and services located on or in streets adjacent to or external to the subdivision or development.

**"On-Site"** means those works and services located on the parcel being subdivided or developed.

"Owner" means the registered owner of an estate in fee simple in respect of real property, and includes:

- a) the tenant for life under a registered life estate;
- b) the registered holder of the last registered agreement for sale; and
- c) as defined in the *Community Charter*.

"**Owner's Engineer**" means the Professional Engineer, or a duly authorized representative, engaged by the owner to design and prepare drawings and specifications for the construction of works and services in relation to a subdivision or a building permit.

"**Parcel**" means any lot, block or other area in which land is held or subdivided but does not include any portion of a highway.

"**Parcel Line**" means a legal boundary of a parcel as shown or described on the records of the Land Title Office.

"**Potable Water**" means water which is approved for drinking purposes by the Medical Health Officer in accordance with the *Drinking Water Protection Act*.

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

"**Proven Source**" means a source of potable water that is available and proven with respect to volume, delivery and continuity of supply from an on-site groundwater system, a source requiring a water license from the Ministry of Environment or a source from a community water system.

"**Regional District**" means the Peace River Regional District.

"**Service Level**" means the standard of municipal services required for development of subdivisions and other development not requiring subdivision under the provisions of this bylaw.

"**Standard Drawings**" means the standards specified in the Master Municipal Construction Documents (MMCD) and Standard Drawings, or the Standards in this bylaw.

"**Statutory Right-of-Way**" means an easement as defined under the *Land Title Act*.

"**Street**" means a highway except a lane, trail, or walkway.

"**Subdivision**" means the division of land into two (2) or more parcels by plan or apt descriptive words.

"**Walkway**" means a highway intended to carry pedestrian and non-motorized traffic.

"**Watercourse**" means any natural or man-made depression with well-defined banks and a bed 0.6 metres or more below the surrounding land that serves 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 design and construction that is required by this Bylaw

"**Zone**" means an area created by the Zoning Bylaw of the Peace River Regional District or as amended both before and after the effective date of this bylaw.

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### **SECTION 3     INTERPRETATION**

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- 3.1 Unless otherwise defined herein, any word or expression in this Bylaw shall have the same meaning as any similar word or expression in the *B.C. Motor Vehicle Act*, the *Community Charter*, the *Local Government Act*, the *Peace River Regional District Zoning Bylaw*, or any regulation or Schedule to the enactment and in case of conflict the *Local Government Act* shall prevail.
- 3.2 Any enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, and any bylaw referred to herein is a reference to a bylaw of the Regional District.
- 3.3 Nothing in this Bylaw shall relieve the Applicant from the responsibility to comply with every enactment applicable to their undertaking. Neither the granting of a permit nor the issuance or review of any plans, specifications or documents or any inspection made by any Regional District employee shall in any way relieve the Applicant from compliance with all enactments.
- 3.4 If any section, subsection, sentence, clause, phrase or portion 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.
- 3.5 Schedules "A" through "E" are attached to and form part of this Bylaw.

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### **SECTION 4     APPLICATION**

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#### **Compliance with Bylaw**

- 4.1 No person shall subdivide or undertake development of land in the Peace River Regional District except in compliance with the provisions of this Bylaw.

#### **Exceptions to Servicing Requirements**

##### Where the Works and Services Exist

- 4.2 Without limiting the generality of Section 5.1, the Applicant will not be required to provide a particular Work or Service where that particular work or service exists in accordance with the standards required in Schedules A, B and C to this Bylaw.

### Subdivisions for Specific Purpose

- 4.3 The Works and Services requirements of this Bylaw do not apply to a Subdivision which creates only:
- a) Highway dedication;
  - b) Park land;
  - c) A parcel for the installation of public utilities and related structures and equipment;  
or
  - d) A consolidation or a lot line adjustment, in which the number of buildable lots is not increased and the land use is single or duplex residential only.

### Other Exceptions

- 4.4 The Offsite Works and Services requirements of this Bylaw do not apply where one of the following conditions is satisfied:
- a) the building permit authorizes the construction or alteration of a single dwelling or residential accessory building;
  - b) the building permit value of the building construction and/or alteration is less than \$350,000.00 as determined by the Regional District's Building Inspector or, where the property is subject to a Development Permit, the value of all of the building construction and/or alterations authorized by the Development Permit is less than \$350,000.00 as determined by the Regional District's Building Inspector;
  - c) the construction and/or alteration results in no net additional floor area;
  - d) the alterations result in a more sustainable building and are of the following nature:
    - i) upgraded accessibility for disabled persons;
    - ii) environmental protection, conservation or preservation;
    - iii) installation of safety upgrades such as fire sprinklers, fire alarms, emergency lighting, exits and other similar safety improvements;
    - iv) upgrades to improve energy efficiency solar panels, insulation, heating sources etc.;
    - v) seismic upgrades; and
    - vi) building envelope upgrades and repairs.
  - e) in the case of residential subdivision, where the subdivision is creating no more than one additional residential lot and the maximum parent parcel size is 2000 square metres.

### **Works and Services Impractical to Build**

- 4.5 If it is not practical to build all or part of the required Works and Services until a project of greater scope proceeds, and;

If the Work or Service is not immediately required for the Subdivision or the building;

- a) the Owner may not be required to build the part so identified by the Regional District. Instead the Developer may provide the Regional District with security in the form of

cash, certified cheque or irrevocable Letter of Credit, accepted by the Regional District, in an amount equal to the cost of designing, constructing and providing the Work or Service. The funds will be placed by the Regional District in a reserve fund until they are used to provide or complete the Work or Service.

#### **Authorization to Enter on Lands Being Subdivided**

- 4.6 Officers of the Peace River Regional District, or their designates, are authorized to enter, at all reasonable times, upon the lands for which application to subdivide has been made, in order to ascertain whether the provisions of this Bylaw are being met, subject to the *Community Charter*.

#### **Application Fee**

- 4.7 An applicant for subdivision approval shall submit with the application a fee in the amount prescribed by *Development Application Procedures and Fees Bylaw No. 2165, 2016*.

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### **SECTION 5 SUBDIVISION AND DEVELOPMENT REQUIREMENTS AND REGULATIONS**

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#### **Land Dedication - Subdivision**

##### Highway Allowances

- 5.1 The Applicant shall provide, without compensation, land for Highway provisions and widening as identified by the Approving Officer in accordance with the *Local Government Act*.

##### Parkland Dedication on Subdivision

- 5.2 The Applicant shall satisfy the requirements of the Regional District with respect to the provision of parkland in accordance with the requirements of the *Local Government Act* and the applicable Regional District *Official Community Plan*.
- 5.3 If it is determined that cash-in-lieu of parkland dedication is exercised, the amount to be paid shall be equivalent to 5.0% of the average market value of all the gross developable land proposed for Subdivision in accordance with provisions of the *Local Government Act*.

#### **Exceptions to Parkland Dedication**

- 5.4 Exceptions to parkland dedication shall be in accordance with the *Local Government Act*.

##### Expense of Services to be Borne by Owner

- 5.5 Unless otherwise provided in this Bylaw, all works and services required in this Bylaw shall be constructed and installed at the expense of the Owner or Applicant.

##### Security and Development Agreement Required

- 5.6 All works and services to be constructed and installed to serve any development or proposed subdivision of any lands where this bylaw applies shall be constructed and

installed as prescribed in Schedules "A" to "E" hereto.

- 5.7 All works and services shall be designed and constructed at the expense of the Applicant prior to the approval of such subdivision by the Approving Officer.
- 5.8 A plan of subdivision may be given final approval by the Approving Officer prior to the completion of the construction and installation of the required works and services where the Applicant:
- a) deposits a bond or a letter of credit in the form as contained in Schedule D, with the Regional District in the amount of One Hundred and Twenty-Five Percent (125%) of the cost of installing and paying for all the works and services required as estimated by the Owner's Engineer; and,
  - b) enters into an agreement with the Regional District to construct and install the required works and services, as contained in Schedule D, hereto for subdivisions pursuant to the *Land Title Act* of the Province of British Columbia.
- 5.9 Where the owner of land is required to construct and install works and services in accordance with the provisions of this Bylaw, the owner shall:
- a) operate and maintain the works constructed and installed for the periods specified in Schedule D;
  - b) provide the Regional District with a non-refundable payment for the Inspection and Administration Fee, as specified in Schedule D;
  - c) provide the Regional District with a bond or a letter of credit in the amount of ten percent (10%) of the cost of installing and paying for all the works and services required as estimated by the Regional District. The bond or letter of credit shall be held as security against unsatisfactory operation of the works and services during the maintenance periods specified in Schedule D; and
  - d) construct and install all the works and services required by this Bylaw to the satisfaction of the Chief Administrative Officer.
- 5.10 The Regional District reserves the right to deny building permits if works and services are not completed to the satisfaction of the Regional District.

#### Excess or Extended Capacity

- 5.11 Pursuant to the *Local Government Act*, the Regional District may require that the Applicant provide excess or extended services to provide access to or service land other than the land being subdivided or developed.
- 5.12 If the Regional District requires the Applicant to provide the excess or extended services, the cost of providing those services must be paid for:
- a) By the Regional District; or
  - b) If the Regional District considers its costs to provide all or part of these services to be excessive, by the Owner of the land being subdivided or developed.

## Design and Field Review of Construction by a Professional Engineer

- 5.13 All engineering drawings required in this bylaw for works and services, shall be prepared by a Professional Engineer registered to practice in the Province of British Columbia.
- 5.14 The Applicant shall engage a Professional Engineer to carry out all necessary field reviews and inspections during the construction of works and services required as a condition of subdivision or development approval.
- 5.15 The Professional Engineer shall submit a report in the format set out in Schedule D of this bylaw certifying that the works and services have been carried out in compliance with this bylaw and the plans, drawings and supporting documents submitted in support of the subdivision or development application which were accepted by the Regional District.
- 5.16 All applications for subdivision or development shall include a letter of commitment from the Applicant in the format set out in Schedule D of this bylaw, that a Professional Engineer has been engaged to carry out all necessary design works and undertake all field services for the subdivision or development.

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## **SECTION 6     SERVICING**

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### **General**

- 6.1 Except as herein provided, no person shall Subdivide or Develop land except in conformity with the relevant requirements of this Bylaw and, except as herein specifically provided.
- 6.2 Unless otherwise approved by a Development Permit, or a Development Variance Permit, issued by the Regional Board or a permitted delegate pursuant to the *Local Government Act*, servicing shall be as set out in this Bylaw and all construction and installation shall be carried out in conformity with requirements of Schedules “A” to “E” of this Bylaw.
- 6.3 The Owner of any lands which are proposed to be Subdivided or Developed shall provide each parcel of land within the proposed Subdivision or Development with the following, according to the established service level, as set out in Schedule A:
  - a) Road upgrade and construction requirements shall be completed in accordance with the requirements of the Provincial Ministry of Transportation and Infrastructure.
  - b) Sidewalks and Boulevards on all highways in and immediately adjacent to the lands in accordance with the requirements of the Ministry of Transportation and Infrastructure.
  - c) A water distribution system shall be constructed pursuant to this Bylaw, and:
    - i) Shall be connected to an existing Regional District or municipal community Water Supply System where available and it is permissible to connect.
    - ii) Each parcel in the subdivision must be provided with a proven source of potable water.

- iii) If a Subdivision or Development is proposed and is not connected to an existing community water system, the Developer shall connect the subject land, and obtain and demonstrate that all regulatory approvals necessary have been secured.
  - iv) Where connection to a community water system is not available adjacent to the site of the subdivision, the subdivision or development may be served by an onsite water system.
  - v) In any Fire Protection Area, where a community water system is not available, a water supply for the purposes of fire protection shall be provided to the satisfaction of the Regional District.
  - vi) In any area outside of a Regional District Fire Protection Area, requirements for fire protection are not required.
- d) A Community Sewer System including the standard service connection, constructed in accordance with the standards contained in Schedules A, B and C, and
  - i) The sewer system shall be connected by trunk sewer mains to an existing Community Sewer System.
  - ii) If a Subdivision or Development is proposed and is not connected to an existing Regional District or Municipal system, the Applicant shall connect the subject land or obtain and demonstrate that all regulatory approvals have been secured.
  - iii) In any zone, where a Community Sewage System connection is not available adjacent to the site of the subdivision or development, the subdivision or development may be served by an alternative system if each parcel in the development is provided with a means for collecting and disposing of sanitary sewage in accordance with all applicable legislation.
- e) Storm Drainage Collection System
  - i) A storm drainage collection system must be installed in accordance with the requirements of the Provincial Ministry of Transportation and Infrastructure.
  - ii) All on-site drainage works must be designed and constructed in accordance with the requirements of the Regional District.
- f) Power, communication, gas and other third-party utilities shall be constructed from the tie-in point to the termination of the last lot in accordance with the standards set by each utility provider. The location of shallow third party utilities shall be shown on the design drawings.

6.4 If, in the opinion of the Chief Administrative Officer, the installation of the Works and Services in accordance with this Bylaw in respect of the Subdivision or Development of a particular site would not be in accordance with sound engineering practice, because such Works and Services are best installed on an area-wide basis, the Owner may, in lieu of constructing and installing the Works and Services be permitted, upon Regional District approval, to make a cash payment to the Regional District, in the amount of 125% of the costs estimated by the Developer's Engineer of the design, construction and installation



value of the Works and Services required. The Regional District shall hold such payments in a reserve fund to be expended on the installation for such area-wide Works and Services at such time as may reasonably be determined by the Regional District.

### **Statutory Rights-of-Way**

- 6.5 For the purpose of constructing and installing or maintaining Works and Services, statutory rights-of-way in the form of the Regional District's standard agreements and plans, shall be provided by the Owner, at the Owner's cost where Works and Services are not located in Highways. They shall be registered in the Land Title Office, and shall run with the land. It is the responsibility of the Applicant to negotiate and secure any Rights-of-Way or Easements necessary for the application, and to process the legal documentation and registration in the Land Title Office, and pay all direct or indirect costs including:
- a) B.C. Land Surveyor costs;
  - b) Legal fees;
  - c) Registration costs and fees including Land Titles Office fees.
- 6.6 The Regional District may require the Applicant to provide a lawyer's or notary's undertaking satisfactory to the Regional District's solicitor to ensure registration of these documents is completed.

### **Latecomers**

- 6.7 If the Regional District requires the owner of land that is to be subdivided or developed to provide excess or extended services, the costs of providing the excess or extended services may be subject to cost recovery through Latecomer charges pursuant to the *Local Government Act*.

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## **SECTION 7 OFFENCE**

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### **Violation**

- 7.1 Every person who violates one or more of the following:
- a) causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
  - b) neglects or omits to do anything required under this Bylaw;
  - c) 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;
  - d) fails to comply with an order, direction or notice given under this Bylaw; or
  - e) prevents or obstructs or attempts to prevent or obstruct the authorized entry of an officer on property under Section 3.2;
- shall be deemed to be guilty upon summary conviction of an offence under this Bylaw.

## Penalty

- 7.2 Any person who violates any of the provisions of this Bylaw shall, on summary conviction, be liable to a penalty not less than \$5,000 plus the cost of prosecution for each offence.

## Offence

- 7.3 Each day's continuance of an offence under Section 7 constitutes a new and distinct offence.

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## SECTION 8 ENACTMENT

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### Effective Date

- 8.1 This Bylaw shall take effect upon adoption by the Board of the Peace River Regional District.

READ A FIRST TIME THIS	_____ day of _____, 2021
READ A SECOND TIME THIS	_____ day of _____, 2021
Notification mailed on the	_____ day of _____, 2021
Notification published on the	_____ day of _____, 2021
Ministry of Transportation approval received this	_____ day of _____, 2021
READ A THIRD TIME THIS	_____ day of _____, 2021
ADOPTED THIS	_____ day of _____, 2021

(Corporate Seal has been  
affixed to the original bylaw)

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Corporate Officer

I hereby certify this to be a true and correct copy  
of "PRRD Subdivision and Development Servicing  
Bylaw No. XXX, 2021, as adopted by the Peace River  
Regional District Board on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporate Officer

**SCHEDULE A**  
**SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO.**  
**2021**  
**GENERAL INFORMATION AND REQUIREMENTS**

## **SCHEDULE A**

### **GENERAL INFORMATION AND REQUIREMENTS**

SECTION 1 – GENERAL INFORMATION

SECTION 2 – GENERAL REQUIREMENTS

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## **SECTION 1     GENERAL INFORMATION**

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### **Introduction**

- 1.1     Schedule A to the Subdivision and Development Servicing Bylaw identifies the General Information required by the Peace River Regional District from an Applicant when applying to subdivide or develop lands within the Regional District in accordance with where this Bylaw is applicable.

### **Scope and Use of Schedule A**

- 1.2     Schedule A provides guidelines to the Applicant and the development industry in the design of engineering servicing facilities and systems to be incorporated in the utilities infrastructure of the Peace River Regional District.
- 1.3     The guidelines provide a minimum design criteria and standards for proposed works. The onus is on the Applicant to ensure that their designs meet accepted engineering principles and best practices and are adequate for the site conditions and their accepted uses.
- 1.4     The provisions of this Bylaw are to be applied in conjunction with the MMCD, which otherwise apply to all Works and Services constructed under the jurisdiction of the Peace River Regional District.
- 1.5     Where the provisions of this Bylaw are in conflict with the MMCD, the provisions of this Bylaw take precedence.
- 1.6     The provisions of this Bylaw are to be applied in conjunction with the MMCD Design Guidelines, which otherwise applies to all Works and Services constructed under the jurisdiction of the Peace River Regional District.

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## **SECTION 2     GENERAL REQUIREMENTS**

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### **Introduction**

- 2.1     The purpose of this section is to outline the minimum standards and requirements for applications to subdivide or develop lands in the Peace River Regional District.
- 2.2     Incomplete or substandard design submissions will be returned to the applicant. Where a subsequent re-submission remains incomplete or sub-standard, the Regional District will request a meeting with the Applicant and their engineer to discuss the deficiencies and clarify requirements to address them.

### **Preliminary Submissions**

- 2.3     The Applicant and their engineer must arrange for a pre-design meeting with the Chief Administrative Officer or designate to clarify submission requirements prior to making a

detailed submission. The purpose of the preliminary meeting is to help clarify submission and technical requirements towards ensuring compliance with the latest Regional District standards, specifications and policies.

- 2.4 The Applicant will provide the Regional District with the following information at the preliminary meeting:
- a) Proof that the owner is the owner of the lands proposed for subdivision or development, or the owner's duly authorized agent;
  - b) A current State of Title Certificate (Title Search) AND copies of any notices on title;
  - c) A statement in writing of the intended use of each parcel to be created;
  - d) A preliminary plan (3 copies, 1:2000 scale) showing:
    - i) the location of the proposed development and the adjacent properties;
    - ii) Proposed parcel arrangement;
    - iii) Legal Description of Parcels and all property lines, easements, rights-of-way;
    - iv) Adjacent residences and fixed improvements;
    - v) the location of works and services within the area, including storm and sanitary sewers, watermains, roads, other utilities, buildings/structures;
    - vi) Watercourses;
    - vii) Any proposed phasing;
    - viii) Adjacent highways and the connections of proposed new highways thereto;
    - ix) Adjacent sidewalks and pedestrian paths; and
    - x) a general outline/concept of the proposed subdivision or development.
  - e) copies of any available reports pertinent to the proposed subdivision or development.

#### **Detailed Submissions**

- 2.5 Should the Applicant wish to proceed with the application for subdivision or development subsequent to making the Preliminary Submission, a Detailed Submission must be made.
- 2.6 All detailed submissions shall reflect and comply with the following:
- a) All applicable requirements of this Bylaw.
  - b) All applicable requirements of the Regional District, including but not limited to:
    - i) The Official Community Plan;
    - ii) The current Zoning Bylaw(s); and
    - iii) The current Building Bylaw.
  - c) All applicable requirements of the Provincial Ministry of Transportation and Infrastructure, and other applicable authorities.
  - d) Be designated and dimensioned in Standard Metric units.
- 2.7 All engineering and technical submissions are subject to an independent peer review, at the Owner's expense.

## **Geotechnical and Hydrogeological Design Considerations**

- 2.8 The Owner's Engineer shall incorporate Geotechnical and Hydrogeological input into their design such that an appropriate level of Geotechnical/Hydrotechnical Investigations, calculations and recommendations are performed to confirm that the Works and Services will perform as intended for the duration of the design life.

## **Environmental Considerations**

- 2.9 The Applicant may be required to provide information and reports regarding any environmental issues or concerns related to the development.

## **Off-Site Utilities Impact Considerations**

- 2.10 The Applicant may be required to provide an off-site utilities impact analysis for utilities that may include sewer, water, storm drainage or third part (shallow) utilities to determine the impact of utilities needed to service the proposed development on the existing utility network, and to identify any required upgrades to the utility network as a result of the development.

## **Survey Information**

- 2.11 Survey information must be provided in accordance with the following requirements:
- a) The Applicant must provide the Regional District with written permission from the registered owners of all required properties prior to entering private property to facilitate the survey and design work for the development;
  - b) All surveys shall be to elevation and coordinates derived from the Geodetic Datum, Geodetic Survey of Canada and NAD83;
  - c) A topographic contour plan to 1.0 m intervals shall be provided. Elevations shall be relative to Geodetic Datum. The horizontal coordinates shall be referenced to the NAD83 UTM coordinate system. A minimum of two reference points with coordinates shall be shown on each design drawing. A minimum of one reference bench mark or GPS control point with elevation shall be shown on each design drawing;
  - d) Originating benchmarks and integrated survey monuments shall be noted on all plans as well as those to be established during the work;
  - e) Copies of legible field notes shall be made available to the Regional District upon request;
  - f) Centre lines (or offset lines) or base lines are to be marked and referenced in the field and all chainages and coordinated layout points shall be keyed to the legal posting;
  - g) All existing items such as manholes, catch basins, valves, fire hydrants, poles, existing dwellings, fences, trees, hedges, watercourses and setbacks, and unusual ground conditions shall be noted;
  - h) Where applicable, roadway cross sections and other pertinent features are required. The section shall include centreline, edge of pavement or gutter line, edge of

shoulder, ditch invert, top of ditch, property line, and an existing ground elevation inside property line; and

- i) Show topographical features such as, rock outcroppings, streams, etc.

### **Design Drawing Submission**

2.12 All drawings submitted to the Regional District shall be prepared in accordance with the following requirements:

- a) In metric units, on standard A1 sheets/scales and a full set of drawings must be provided in digital as well as paper;
- b) All drawings shall be signed and sealed by a Professional Engineer registered in the Province of British Columbia;
- c) The Applicant's Engineer's seal and signature shall confirm that the Works and Services as proposed are technically sound and comply with the applicable design criteria of this Bylaw, and Good Engineering Practice;
- d) All drawings shall be based on digital coordinates that derive from the project survey information. Design submissions that originate purely from baseline offsets, either physical or otherwise, will not be accepted by the Regional District; and
- e) All engineered designs shall be based on digital coordinates that derive from the project survey information. A complete set of Engineering Design drawings shall include, in the following sequence:

#### Cover Sheet

- i) The Cover Sheet shall note the Applicant's Engineer's name, the Applicant's name, the Regional District project number, the legal description of the lands involved, a site plan at a 1:5,000 scale, and an index of plans, with revision numbers and general notes.
- ii) The site plan shall note all proposed roads and the proposed subdivision layout. The cover sheet may be utilized to show the drainage catchment area.

#### Key Plan

- iii) The Key Plan shall be at a 1:500 scale and shall note all proposed services, including street lighting and shallow utilities. If more than one sheet is required, note the westerly or southerly portion first and identify as Key Plan "A" with additional plans noting "B" and "C", etc.

#### Storm Water Management Plan

- iv) The Storm Water Management Plan shall be submitted in accordance with the requirements of the Ministry of Transportation and Infrastructure and include the following:
  - (i) Catchment area
  - (ii) Minor (10 year return) system
  - (iii) Major (100 year return) system
  - (iv) Creeks, Swales, open channels



- (v) Impacts on adjacent and downstream lands and systems
- (vi) Details of detention or other forms of flow control.

#### Water

- v) Plan and profile drawings shall show all grades, inverts, curves, radii, valves, hydrants, bends, and other features. All tie-in connections shall be fully detailed with dimensioned spool lengths, restraints, valves, fittings, thrust blocks and all other construction details. The scale shall be 1:500 for plans and 1:50 for profile. The full pipe shall be shown for the watermain on the profile. All cross-over points, and separation from, sewers shall be noted and the watermain shall be protected in accordance with Ministry of Health (Northern Health) requirements.

#### Storm Sewers

- vi) Plan and profile drawings shall show grades, inverts, manholes, catch basins, ditches and other features. The scale shall be 1:500 for Plan and 1:50 for profile. Symbols to denote the service connection elevation at the property line shall be shown on the plan/profile, as well as the minor and major system hydraulic grade lines. The full pipe including open channel sections shall be shown on the profile.

#### Sanitary Sewers

- vii) Plan and profile drawings shall show grades, inverts, manholes, and other features. The scale shall be 1:500 for Plan and 1:50 for profile. Symbols to denote the service connection elevation at the property line shall be shown on the profile/plan. The full pipe shall be shown on the profile.

#### Roads

- viii) Plan and profile drawings shall be in accordance with the requirements of the Ministry of Transportation and Infrastructure and must show alignments, grades, and all driveways at a scale of 1:500 for plans and 1:50 for profiles.

#### Road Cross Sections

- ix) Road cross-sections shall be in accordance with the requirements of the Ministry of Transportation and Infrastructure and at a scale of 1:100 horizontal and 1:50 vertical and shall note the existing ground elevation, the proposed elevations of the road centreline, the curb and gutter (or road edge) and property lines. Cross-sections are required at 20.0 m intervals. Additional sections may be required where excessive cuts or fills are involved.

#### Construction Details

- x) Construction Details shall show details not covered or specifically identified in the Regional District Standards and Specifications or in MMCD documents. Where there is a Regional District Standard, refer to the associated Drawing Number. It is not necessary to include or provide drawings for work(s) for which there is an MMCD or a Regional District Standard Drawing.

#### Lot Grading Plan

- xi) Lot Grading Plans shall meet all requirements set out in the Standard Drawings. Lot Grading Plans shall be at 1:250 scale and shall generally illustrate post-development contour lines at a maximum of 1.0 m intervals, which shall match the pre-development contour lines at the development boundary, or as designed by the Applicant's Engineer and approved by the Regional District. The topographic information shall extend a minimum of 30.0 m outside of the development boundary. All existing lot corner elevations must be illustrated (not circled) and all proposed lot corner elevations must be illustrated (circled). The Plan must illustrate the proposed building envelop(s) with the Minimum Building Elevation(s) (MBE) noted. Proposed lot slopes and any retaining structures, significant grade breaks and surface drainage infrastructure must be illustrated.

#### Erosion and Sediment Control Plan

- xii) Erosion and Sediment Control Plan shall be shown at 1:500 scale and shall illustrate the extents of tree clearing, grubbing and stripping locations, onsite and offsite sediment and erosion control features such as silt fencing, sediment basins, construction vehicle wash facilities and maintenance stockpile storage locations. Drawings shall provide details and notes describing the installation and maintenance of all features and shall provide protection of sensitive areas, watercourses and all other environmental features. Plan shall identify any works and services required in accordance with the requirements of other approval authorities

#### Landscape and Streetscape Design

- xiii) Landscape and Streetscape Design Plan shall be provided where boulevard plantings or street furniture are proposed. The drawings shall include a planting schedule and details of any proposed street furniture.

2.13 Notwithstanding the previously detailed requirements, the following additional information is to be noted in design submissions to the Peace River Regional District:

- a) The size, grade, inverts, and type of material on profiles, based on the same chainage as indicated on the plan drawings;
- b) The locations, off-sets, curvatures, size and identification of the mains noted on the Plans, including:
  - i) the clearance between mains at cross-over points;
  - ii) all existing structures, including houses, sheds, fences, wells, septic tanks and fields, with a notation indicating their fate (i.e. to be removed, filled, etc.); and
  - iii) in rural subdivisions, with an open ditch drainage system, the size of (future) driveway required culverts to conform to the design.

2.14 All design submissions shall be submitted together, as one complete package, with all supporting information from the Applicant's Engineer and other consultants, including a

PDF copy and electronic AutoCAD Drawings.

- a) The first complete detailed design submission shall consist of:
  - i) Two complete sets of drawings under seal of the Owner's Engineer;
  - ii) Geotechnical and soils investigation report under seal of the Owner's Engineer;
  - iii) Traffic Impact Study, if specifically required by the Approving Officer;
  - iv) Off-Site Utilities Impact Analysis, if specifically required by the Regional District or the Approving Officer;
  - v) All applicable utility hydraulic calculations and structural calculations (water, sanitary, storm sewer, etc.); and
  - vi) Any additional design briefs identified as necessary by the Regional District; and
  - vii) Construction and installation cost estimate (under seal of the Applicant's Engineer).
- B. Subsequent design submissions requiring changes to the previous submission shall consist of:
  - i) Two complete sets of drawings;
  - ii) A complete construction cost estimate;
  - iii) all changes made to the first submission shall be highlighted, including any changes made by the Applicant's Engineer which are in addition to "Red Line" changes required by the Regional District; and
  - iv) Items "Red Lined" by the Regional District must be addressed by the Applicant's Engineer. Failure to do so will result in the submission being returned to the Applicant.
- C. The final submission for acceptance shall consist of four complete sets of drawings (one of which will be returned to the Applicant's Engineer), a digital set of drawings and all supporting documents.

2.15 All design and record drawings must be submitted based on MMCD standards.

- a) Digital drawing submissions shall follow the latest MMCD standard for AutoCAD symbols, layers & line types, with drawing creation using MMCD AutoCAD templates.

#### **Construction Cost Estimate Calculations**

2.16 The construction cost estimate shall be broken down in the format defined in MMCD.

2.17 Hydro, gas, cable and telephone cost estimates are required and the estimated costs are to be included in the security deposit required under the Subdivision Servicing Agreement. These items and costs will be reviewed and amended by the Regional District where necessary.

#### **Service Connection Cards**

2.18 The Applicant's Engineer will provide service connection cards for each development. Service Connection Cards are considered part of the Record submission and shall be

provided in paper copy and electronically in PDF and AutoCAD (latest version) formats. Each Service Connection Card is to indicate clearly and accurately the following information:

- a) The location, depth, size and material of construction of each Regional District utility connection;
- b) The Regional District project number;
- c) Legal plan number and/or lot number; and
- d) Civic address (if established).

#### **Record Submissions and Asset Management Schedule**

2.19 The following procedures are required in the delivery of Record Submissions and Asset Management Schedules to the Regional District:

- a) The Applicant's Engineer shall submit two complete sets of paper prints of the revised design drawings reflecting the as-constructed works and services, including hydro, telephone and cable records, and a complete set of Service Connection Cards for Regional District review.
- b) One marked-up set of the Record paper prints will be returned to the Applicant's Engineer for revision. If there are minor changes, it may be requested that the prints with the revisions noted, be submitted for Regional District acceptance. If there are numerous amendments, the Applicant's Engineer will be required to resubmit two sets of revised paper prints for a second review.

2.20 The Applicant's Engineer will be required to submit the following:

- a) A digital copy of the CAD files containing the final Record drawings.
- b) A digital .pdf file containing final Record drawings signed and sealed by the Applicant's Professional Engineer.
- a) Two sets of paper prints with the signature and seal by the Professional Engineer who supervised the required works.
- b) Service Connection Cards for each development, including a paper copy and electronically in PDF and AutoCAD (latest version) formats

2.21 Receipt of all Record information, acceptable to the Regional District, is required prior to issuance of Substantial Performance for the project, including:

- a) A Schedule for use in the Regional District's Asset Management Database including quantities and actual unit prices of all works/infrastructure constructed or altered as part of the development, to be owned by the Regional District. Works and Services shall be grouped by road segment between intersections. Where assets overlap at intersections, the asset is to be assigned to the primary road. The information is to be provided electronically in Excel and PDF format as prescribed by the Regional District;

- b) A copy of the final Geotechnical Report signed and sealed by the Applicant's Engineer must be provided;
- c) A copy of the final Traffic Impact Study signed and sealed by the Applicant's Engineer must be provided; and
- d) A copy of the final Off-Site Utilities Impact Analysis signed and sealed by the Applicant's Engineer must be provided.

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**SCHEDULE B**  
**SUBDIVISION AND DEVELOPMENT SERVICING**  
**BYLAW NO. \_\_\_\_, 2021**  
**DESIGN CRITERIA**

## **SCHEDULE B**

### **DESIGN CRITERIA**

SECTION 1.0 – GENERAL DESIGN CONSIDERATIONS

SECTION 2.0 – WATER DISTRIBUTION

SECTION 3.0 – SANITARY SEWERS

SECTION 4.0 – STORMWATER MANAGEMENT

SECTION 5.0 – ROADS (NOT INCLUDED, REFER TO MOTI REQUIREMENTS)

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## **SECTION 1     GENERAL DESIGN CONSIDERATIONS**

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The purpose of the design criteria is to supplement and clarify items as described in the latest edition of the MMCD Design Guidelines, and the requirements of the Ministry of Transportation and Infrastructure. The Owner's Engineer must comply with all requirements included in reference documents unless otherwise noted herein or specifically pre-approved in writing otherwise by the Approving Officer.

### **1.1     Sustainability and Asset Management**

1.1.1    The principles of sustainability and asset management shall be based on MMCD methodology as described in Sections 8, 9 and 10 of the current edition of the MMCD Design Guidelines. Should any conflicts arise between this Bylaw and the current edition of the MMCD Design Guidelines, the written content of this Bylaw shall govern.

1.1.2    Engineers retained by the Owner shall consult the Regional District to determine the appropriate balance of sustainability and asset management principles.

### **1.2     Independent Utilities**

1.2.1    Independent utilities such as electrical power, communications and gas are not supplied by the Regional District and are not included in this design criteria.

1.2.2    Engineers retained by the Owner Applicant shall design infrastructure to avoid conflicts with independent utilities.

### **1.3     Utility Right-of-Way**

1.3.1    Utility right-of-way requirements shall follow MMCD Design Guidelines.

1.3.2    Minimum utility Right-of-Way width is 6.0 m.

### **1.4     Utility Separation**

1.4.1    Utility separation shall follow MMCD Design Guidelines and BC provincial regulations.

### **1.5     Trenchless Technologies**

1.5.1    The use of trenchless technology shall follow MMCD Design Guidelines.



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## **SECTION 2    WATER DISTRIBUTION**

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The purpose of this section is to supplement and clarify existing design guidelines as described in MMCD Design Guidelines. The Owner's Engineer must comply with all requirements included in reference documents and described herein.

### **2.1    General**

- 2.1.1 The water system design is to be completed using a calibrated water model acceptable to Regional District unless the system's design, as determined by the Regional District, does not warrant that approach.
- 2.1.2 Approval from Ministry of Health (Northern Health) is required prior to construction, installation, alteration or extension of a water system.

### **2.2    Metering**

- 2.2.1 Water meters are required for any connections to a Community Water System in accordance with the requirements specified for that system (Regional District systems or adjacent Municipal Systems).
- 2.2.2 Strata lots, including bare-land strata lots, shall provide the meter at the property line, or as directed by the Chief Administrative Officer. All meter chambers shall be protected against freezing.
- 2.2.3 All meters, where required, shall be supplied and installed by the Owner under the direct supervision of Regional District staff.
- 2.2.4 Where developments require water meters to be installed outside of buildings, the outside meter chambers, vaults or enclosures shall include the same requirements as listed in MMCD Design Guidelines under valve chambers with the following additional requirements:
  - 1) watertight structures;
  - 2) drainage and ventilation;
  - 3) protection against freezing;
  - 4) adequate access and interior space for maintenance and equipment removal with minimum headroom of 2.0 m;
  - 5) full open access to avoid confined space restrictions;
  - 6) permanent ladder to WorkSafeBC regulations;
  - 7) piping primed and painted with a rust-inhibiting paint;

- 8) meter bypass;
- 9) remote radio reading capability; and
- 10) additional requirements as identified by the Chief Administrative Officer.

## 2.3 Per Capita Demand

- 2.3.1 Design populations used in calculating water demand shall be computed in accordance with the Peace River Regional District's population projections or with the planned development in the area to be served, whichever is larger.
- 2.3.2 The design criteria noted in Table 2.3.1 must be used. Where the flow characteristics of the development area are substantially different, the criteria may be modified with written approval from the Chief Administrative Officer.

<b>Table 2.3.1 – Per Capita Demand</b>	
Average daily demand, domestic flow	<b>600 litres/capita/day</b>
Maximum daily demand, domestic flow	<b>2x average day demand</b>
Peak hour demand, domestic flow	<b>3x average day demand</b>

## 2.4 Non-Residential Demand

- 2.4.1 Non-residential demand shall be as indicated by MMCD Design Guidelines.

## 2.5 Fire Flows

- 2.5.1 Fire flow demands are as defined in MMCD Design Guidelines.
- 2.5.2 Where a difference arises between MMCD Design Guidelines minimum requirements and the current edition of the "Water Supply for Public Fire Protection – A Guide to Recommended Practice" published by Fire Underwriters Survey, the more stringent requirements shall take precedence.

## 2.6 Design Flows

- 2.6.1 Design for water distribution systems shall be based on MMCD Design Guidelines.

## 2.7 Water Pressure

- 2.7.1 Water pressures shall be based on MMCD Design Guidelines.

## 2.8 Hydraulic Design

2.8.1 Hydraulic design shall follow MMCD Design Guidelines.

2.8.2 Where the existing water system network is inadequate to provide minimum flow and pressure to a property, installation of supplementary mains may be required and may necessitate the provision of rights-of-way in favour of the Regional District.

2.8.3 Minimum watermain size shall be the more stringent of requirements stated in MMCD Design Guidelines or as demonstrated by a comprehensive hydraulic network analysis.

## 2.9 Minimum Pipe Diameter

2.9.1 Minimum pipe diameters are to be as specified by MMCD Design Guidelines.

## 2.10 Dead Ends

2.10.1 Where dead ends are unavoidable, and approved by the Regional District, sizes for blow-offs and blow-downs are to be as indicated by MMCD Design Guidelines with additional provisions for erosion control and protection of receiving environments.

2.10.2 In no instance shall a permanent dead end exceed 200 m in length.

## 2.11 Minimum Depth of Cover

2.11.1 Minimum depth of cover shall be 2.75 meters, in addition to meeting all other requirements specified in MMCD, unless otherwise specified in a signed and sealed Geotechnical Report.

## 2.12 Grade

2.12.1 Criteria for pipe grades shall be as specified by MMCD Design Guideline requirements.

## 2.13 Corrosion Protection

2.13.1 Corrosion protection and assessment of corrosive soils shall be as indicated in MMCD Design Guidelines.

## 2.14 Valves

2.14.1 In addition to the location of valves specified by MMCD Design Guidelines, valves are required as follows:

- 1) **4** valves at “X” intersection;
- 2) **3** valves at “T” intersection, including hydrant branch tees;
- 3) At both ends of a utility Right-of-Way, water course boundary line, Provincial Highway or rail Right-of-Way;
- 4) It must be possible to isolate a section of water main by operating no more than 4 valves; and
- 5) Additional valving may be required due to phasing of subdivision development, as determined by the Chief Administrative Officer.

2.14.2 Resilient seat gate valves are required on mains smaller than 450 mm diameter.

## 2.15 Hydrants

2.15.1 The Owner’s Engineer must consider the existing and intended use in the area, and ensure that adequate spacing is provided in accordance with MMCD Design Guideline requirements.

2.15.2 Hydrants shall be located as specified by MMCD Design Guidelines in addition to being not more than 90 m apart in commercial, industrial and institutional areas.

2.15.3 The location of the hydrants shall be a minimum 1.5 m clear of existing or proposed utilities and features such as street lights, power poles, open channels, transformers or driveways.

2.15.4 Hydrant access provisions may be required and placed strategically and shall be reviewed and approved by the Chief Administrative Officer. Where the road cross-section provides ditched drainage, a culvert crossing shall be provided to permit unobstructed access up to the fire hydrant. Culverts shall be installed per MMCD Design Guideline standard drawings.

2.15.5 For cul-de-sac roads, hydrants shall be located at the last lot before the cul-de-sac bulb.

2.15.6 Where the use of dry Hydrants are required, they shall conform with the specific requirements of the Community Water System they are located in.

## 2.16 Blow-Offs and Blow-Downs

2.16.1 Blow-offs and blow-downs are to be provided as specified by MMCD Design Guidelines.

## 2.17 Test Points

2.17.1 Test Points shall be installed on all watermains as specified by MMCD Design Guidelines at strategic locations approved by the Chief Administrative Officer.

2.17.2 Install test point assemblies as per manufacturers' recommendations.

## 2.18 Air Valves

2.18.1 Air valves must be installed under conditions as indicated by MMCD Design Guidelines.

## 2.19 Thrust Restraints

2.19.1 Thrust restraint shall be provided as specified by MMCD Design Guidelines.

2.19.2 If mechanical joint restraints are used, the design drawings shall indicate the number of joint restraints required to resist the thrust at the fittings.

2.19.3 Thrust block design calculations and soil bearing pressures must be shown on the design drawings.

2.19.4 Mechanical joint restraints shall be used on all water main joints designated by the Chief Administrative Officer as "lifeline service mains in case of disaster". The decision as to which mains are to be so designated is at the sole discretion of the Chief Administrative Officer.

## 2.20 Chambers

2.20.1 Chambers shall be designed in accordance with MMCD Design Guideline requirements.

## 2.21 Service Connections

2.21.1 Service connection size shall be as indicated by MMCD Design Guidelines.

2.21.2 All water connections for industrial, commercial and institutional land use shall have a double check valve installed on the private system.

- 2.21.3 Corporation stops must be staggered and not less than 2.0 m apart, along the main line.
- 2.21.4 Services and curb stops must have a minimum cover of 2.75 m.
- 2.21.5 Each unit of a duplex must be serviced individually. A carriage house shall be serviced from the main service connection or through the main residence.
- 2.21.6 All meters, where required, shall be supplied and installed by the Applicant under the direct supervision of Regional District staff.
- 2.21.7 Outside meter chambers, vaults, or enclosures shall include provisions as stipulated under PRV stations.
- 2.21.8 A corporation stop and a curb stop shall be installed for each connection 50 mm diameter in size or smaller.
- 2.22 Alignment and Corridors
- 2.22.1 Curved mains will not be permitted. Joint deflections shall be as per MMCD Design Guideline requirements.
- 2.22.2 Water main extensions shall extend to and terminate at the furthest property line of the last lot it services complete with blow-off as per standard drawing.
- 2.22.3 Tracer wire or metallic warning tape is required on all PVC watermains and shall be installed per the manufacturer's specification.
- 2.22.4 When the utility is required to cross private land(s), the Right-of-Way must be surfaced and graded accordingly to allow access for Regional District maintenance vehicles and equipment to repair or replace the utility line and be a minimum of 6.0m wide, or at the discretion of the Chief Administrative Officer. The Right-of-Way shall be registered on title.

## **Reservoirs**

- 2.23 The pre-design and detailed design of a reservoir must incorporate all requirements specified by MMCD Design Guidelines and the following:
- 1) approval from Northern Health prior to construction;
  - 2) a Programmable Logic Controller (PLC) control system connected to the Peace River Regional District SCADA system;
  - 3) cleaned and disinfected to AWWA requirements prior to potable water use; and
  - 4) manuals to be provided as per "Manuals" Section 2.26.
- 2.24 Pump Stations

2.24.1 The pre-design and detailed design of pump stations must incorporate all requirements specified by MMCD Design Guidelines and the following;

- 1) Manuals to be provided as per “Manuals” Section 2.26; and
- 2) A Programmable Logic Controller (PLC) control system connected to the Peace River Regional District SCADA system.

## 2.25 Pressure Reducing Valve (PRV) Stations

2.25.1 The predesign and detailed design of a PRV station must incorporate all requirements specified by MMCD Design Guidelines and the following:

- 1) Stations shall be above ground unless otherwise approved by the Chief Administrative Officer;
- 2) Manuals to be provided as per “Manuals” Section 2.26; and
- 3) A Programmable Logic Controller (PLC) control system connected to the Regional District SCADA system.

## 2.26 Manuals

2.26.1 The Owner must supply three (3) copies of operating and maintenance manuals to the Regional District in the following format:

- 1) Bind contents in a three-ring, hard covered, plastic jacketed binder with the facility name embossed onto the binder cover and spine;
- 2) Each section shall be separated from the preceding section with a plasticized cardboard divider with a tab denoting contents of the section; and
- 3) Digital copies of all reports are also required.

2.26.2 Contents of the manuals are to include:

- 1) Title sheet, labeled “Operation and Maintenance Instructions”, and containing project name and date;
- 2) Table of contents;
- 3) Reviewed shop drawings of all equipment;
- 4) Equipment list showing all model and serial numbers;
- 5) All equipment manufacturers’ manuals;
- 6) Record drawings of all mechanical, electrical, control and alarm installations, including in digital PDF and AutoCAD (latest version) formats;
- 7) Full description of system operation including: design points, designed pump and system curves, ultimate capacity, area served and any design criteria relevant to the operation of the system;
- 8) Full description of entire mechanical, electrical and alarm system operation;
- 9) Names, addresses, email addresses and telephone numbers of all major sub-contractors and suppliers;



- 10) Commissioning report showing pressures and flows for all possible operating conditions; and
- 11) All SCADA programming shall be provided to the Regional District in digital format.

## 2.27 Facility Access

- 2.27.1 All-weather vehicular access must be provided to all reservoirs, PRV's and pump stations. The minimum standard must be as required for an emergency access road with curbing and drainage provisions as may be required. The maximum facility access grade shall not exceed 12%.

## 2.28 Cross Connection Control

- 2.28.1 Cross Connection Control for all developments shall conform to the requirements of Northern Health and their most recent version of *"Public Health Engineering Guidelines"*.

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## SECTION 3 SANITARY SEWERS

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The purpose of this section is to supplement and clarify existing design guidelines as described in MMCD Design Guidelines. The Owner's Engineer must comply with all requirements included in reference documents and described herein.

## 3.1 General

- 3.1.1 The sanitary sewer system is to be designed using a calibrated sanitary sewer model acceptable to the Chief Administrative Officer, unless the Chief Administrative Officer determines the system does not warrant that approach.
- 3.1.2 The downstream capacity of the sanitary sewer system must be confirmed. This may require modelling of the existing system. The Developer is responsible for all costs to confirm, design, and construct sufficient downstream capacity for the subject property without eliminating or restricting capacity for other properties.
- 3.1.3 The sewage collection system on any parcel shall be constructed and connected to the Community Sewer System in accordance with the requirements of this bylaw and the Regional District's requirements outlined in Schedule B for specific sewer service areas.

### 3.2 Per Capital Flow

3.2.1 Per capita flows shall be as specified in MMCD Design Guidelines except for the following:

1) Residential Average Dry Weather Flow Rate = 350 L/d/c.

### 3.3 Non-Residential Flows

3.3.1 Non-residential flow shall be as specified in MMCD Design Guidelines.

### 3.4 Peaking Factor

3.4.1 The peaking factor shall be established based on MMCD Design Guidelines methodology.

### 3.5 Infiltration

3.5.1 Infiltration allowance shall be established based on MMCD Design Guidelines methodology.

### 3.6 Design Flow

3.6.1 The sanitary sewer system must be designed based on MMCD Design Guidelines methodology.

### 3.7 Pipe Flow Formulas

3.7.1 Design for gravity sewers and forcemains shall be calculated using MMCD Design Guidelines methodology.

### 3.8 Flow Velocities

3.8.1 The minimum velocity shall be as indicated by MMCD Design Guidelines.

### 3.9 Alignment

3.9.1 Alignment of sewers shall follow MMCD Design Guidelines methodology.

### 3.10 Minimum Pipe Diameter

3.10.1 The minimum permitted size of pipe shall be as indicated by MMCD Design Guidelines.

### 3.11 Minimum Grade

3.11.1 The minimum grade of any sewer is governed by MMCD Design Guidelines requirements except:

- 1) The upstream or terminal section of a residential sewer servicing a design population of 25 or less shall have a minimum grade of 1.0%.

### 3.12 Curved Sewers

3.12.1 Curved sewers shall only be considered in exceptional situations, upon review and approval of the Chief Administrative Officer, to the maximum indicated in MMCD Design Guidelines, provided a functioning tracer wire is installed over the curved section between manholes.

### 3.13 Depth

3.13.1 The depth of sewers shall follow all MMCD Design Guidelines requirements except that:

- 1) Minimum cover without concrete encasement is 2.4m unless otherwise specified in a signed and sealed Geotechnical Report.

### 3.14 Manholes

#### 3.14.1 Locations

- 1) Manholes are required as indicated by MMCD Design Guidelines.
- 2) Manholes are required for all service connections that are 150mm diameter or greater.
- 3) Sanitary manhole rim elevations in off-road areas must be designed to be a minimum of 150mm above the surrounding finished grade.
- 4) Manholes located outside road right-of-ways must be identified with a steel marker post painted red with offset dimension noted on the post.

#### 3.14.2 Hydraulic Details

- 1) Hydraulic flow at manholes shall follow MMCD Design Guidelines requirements.

### 3.15 Odour Control

3.15.1 Odour controls shall follow MMCD Design Guidelines methodology.

### 3.16 Service Connections

3.16.1 Service connections shall meet all MMCD Design Guidelines requirements and

shall include an inspection chamber with a concrete box and cast iron lid at the surface rated for vehicle loading.

3.16.2 Pump connections, if permitted, shall terminate at property line into a gravity sanitary sewer line service or to a manhole.

3.16.3 Minimum grade from property line to sanitary sewer main shall be as indicated in MMCD Design Guidelines except:

- 1) 100 mm diameter pipe slope to be at a minimum of 2.0% grade.

### 3.17 Locations and Corridors

3.17.1 The location of sanitary sewers shall follow the requirements specified in MMCD Design Guidelines.

3.17.2 Rights-of-Way or Easements shall be surfaced and graded accordingly to allow access for Regional District maintenance vehicles to repair or replace the utility, and shall be registered on title.

3.17.3 Sewer main extensions shall extend past the furthest property line of the last serviced lot with sufficient distance to eliminate future impact on developed lots and/or temporary cul-de-sacs.

### 3.18 Pump Stations

3.18.1 The pre-design and detailed design of a pump station must incorporate all requirements specified by MMCD Design Guidelines and the following:

- 1) A Programmable Logic Controller (PLC) control system connected to the Peace River Regional District SCADA system;
- 2) Manuals to be supplied as per Section 2.26 in the water design criteria;
- 3) Minimum storage between the high level alarm and the start of overflow to be established under the more critical of:
  - a) Minimum 1 hour in wet well at average wet weather flow; OR
  - b) Minimum 1 hour in wet well and influent pipes at peak wet weather flow.
- 4) Station to allow for removal of pumps using hoist truck with 1.8 m boom.

### 3.19 Low Pressure Sewers

3.19.1 Low pressure sewers may be permitted by the Regional District under special circumstances.

3.19.2 Where permitted low pressure sewers must be designed in accordance with MMCD Design Guidelines requirements and the requirements in Schedule B.

3.19.3 The minimum cover for low pressure sewers is 2.75m.

### 3.20 Forcemain Design

3.20.1 Design of force mains shall follow the methodology stated in other sections as well as the following additional considerations:

- 1) An automatic air relief valve must be placed at high points in the force main to prevent air locking;
- 2) Force mains should enter the gravity sewer system at a point not more than 600 mm above the flow line of the receiving manhole, otherwise outside drop piping must be incorporated;
- 3) With the exception of valves, the material selected for force mains must meet the standards specified for water mains and must be adapted to local conditions such as character of industrial wastes, soil characteristics, exceptionally heavy loadings, abrasion and similar issues/problems;
- 4) Valves used on force mains shall be plug valves sufficient for long term use in a corrosive environment;
- 5) All force mains must be designed to prevent damage from superimposed loads, or from water hammer or column separation phenomena; and
- 6) For non-metallic force mains, a tracing wire shall be installed for the purpose of locating the force main.

3.20.2 The minimum cover for forcemains is 2.75m unless specified otherwise in a signed and sealed Geotechnical Report.

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## **SECTION 4     STORMWATER MANAGEMENT**

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The purpose of this section is to supplement and clarify existing design guidelines as described in MMCD Design Guidelines. The Applicant must comply with all requirements included in reference documents and described herein.

### **4.1     General**

- 4.1.1 The presence of an existing Regional District drainage facility or natural channel does not imply that such is a suitable or adequate point of discharge. The Owner's Engineer shall confirm that downstream capacity is adequate.
- 4.1.2 Where existing downstream facilities are inadequate to handle the increased flow from the proposed development, an alternate design is required. At no time, however, will direct discharge be permitted without adequately addressing stormwater quality and quantity.
- 4.1.3 The Applicant must be able to demonstrate that all existing or downstream drainage facilities are capable of handling the drainage from the development.
- 4.1.4 The storm drainage system shall be designed with sufficient capacity to collect and convey anticipated storm runoff from the total catchment area to be served when fully developed.
- 4.1.5 Suitable on-site or off-site stormwater detention or storage facilities may be required depending upon the impact of runoff on downstream areas. They shall be designed in accordance with this Bylaw and the most recent Federal and Provincial regulations.
- 4.1.6 Critical and long-term infrastructure shall be designed to carry a 20% increase in rainfall intensities for respective return period storms.
- 4.1.7 It is the Owner's Engineer's responsibility to ensure that they obtain true and accurate elevations for the Development of the site.

### **4.2     Stormwater Control Plan**

- 4.2.1 All Developments require a Stormwater Control Plan as outlined in MMCD Design Guidelines, in addition to considering the following:
  - 1) Detention storage volumes;
  - 2) Groundwater infiltration;

- 3) Proposed lot grading; and
- 4) Meet the requirements of the Regional District's OCP Watercourse Protection Development Permit Area and other applicable policies.

#### 4.3 Minor and Major Systems

4.3.1 Each drainage system shall follow MMCD Design Guidelines methodology except:

- 1) For the Minor system the two (2) year frequency curve shall be used for low density and residential areas, and five (5) year frequency curve for other areas; and
- 2) The Major system shall be capable of conveying the post development runoff from the 100-year return storm over and above the capacity of the Minor system. Components of the Minor system may be enlarged to accommodate the major flow, but only in cases where an overland flow route or storage system is physically impossible, and only with the approval of the Chief Administrative Officer.

#### 4.4 Runoff Analysis

4.4.1 Runoff analysis shall follow MMCD Design Guidelines methodology.

#### 4.5 Site and Lot Grading

4.5.1 Site and lot grading shall follow MMCD Design Guidelines methodology and requirements.

#### 4.6 Minimum Building Elevations (MBE)

4.6.1 MBE requirements shall follow MMCD Design Guidelines methodology.

#### 4.7 Rational Method

4.7.1 Calculation of peak flow using the Rational Method shall follow MMCD Design Guidelines methodology.

4.7.2 The rainfall intensity for the Rational Method shall be determined using the rainfall IDF curve, included in the Standard Drawings as DWG NO#....., and the associated equation available from the Municipal Engineer.

#### 4.8 Hydrograph Method

4.8.1 Calculation of peak flow using the Hydrograph Method shall follow MMCD Design Guidelines methodology.

#### 4.9 Minor System Design

4.9.1 The Minor system design shall follow MMCD Design Guidelines methodology with the following exceptions:

- 1) Level of Service
  - a) The 1:10 year storm shall be used to design the minor drainage system without surcharging,
- 2) The post development discharge must not exceed the pre-development conditions.

#### 4.9.2 Minimum Pipe Diameter

- 1) Minimum pipe diameter shall be as noted in Table 4.9

Table 4.9– Minimum Pipe Diameter	
Description	Minimum Pipe Diameter (mm)
Storm Drainage Main	300
Catch Basin Leads/Double Catch Basin Leads	200/250

#### 4.9.3 Curved Sewers

- 1) Curved storm sewers shall only be considered in exceptional situations to the maximum indicated in MMCD Design Guidelines provided a functioning tracer wire is installed over the curved section between manholes.

#### 4.10 Major System Design

4.10.1 The Major system design shall follow MMCD Design Guidelines methodology.

#### 4.11 Runoff Controls

4.11.1 All developments which are within the study boundary of a Regional District approved stormwater or Drainage Master Plan must conform to the objectives and recommendations of the approved plan.



- 4.11.2 If necessary, stormwater runoff is to be directed to a regional detention system (whether existing or proposed) in an effort to maximize the tributary area of the regional detention systems. Where an engineering investigation concludes that connection to a regional system is not practical in the long term, independent drainage systems with direct drainage discharge to open watercourses may be permitted and shall meet the requirements of Wet Detention Ponds.
- 4.11.3 Stormwater Source Controls are encouraged for use when appropriate and shall require a custom design and a specification document to be submitted for the approval of the Regional District.
- 4.11.4 Runoff controls are required to meet the objectives indicated in the relevant of MMCD Design Guidelines.
- 4.11.5 Location of the maintenance options for control facilities as well as types of storage for the purpose of controlling discharge rates are to be as defined in MMCD Design Guidelines.
- 4.11.6 The use of French Drains shall only be permitted where the topography and soil conditions are proven adequate, as determined by a qualified professional engineer. A soils report will be required to support the design.
- 4.11.7 Infiltration-based runoff controls shall not be used in the following conditions:
- 1) Areas where the post-development wet season groundwater table is less than 600 mm below the base of infiltration trenches; and
  - 2) Areas where existing dwellings do not have foundation drains.
- 4.11.8 Wet Detention Ponds
- 1) Wet Detention Ponds shall meet MMCD Design Guidelines requirements and the following design guidelines:
    - a) A geotechnical report is required to assess any slope stability risks and impacts to downstream lands related to groundwater recharge;
    - b) Wet detention ponds, complete with a permanent low level pool, are the preferred method of stormwater detention, however, for small development parcels, where engineering studies have determined that wet detention ponds are not feasible or prone to algae growth, dry detention ponds, pipe-based, stormwater detention systems may be considered, but only if approved by the Regional District;
    - c) In general, wet detention pond designs should maximize habitat and structural complexity in order to fully utilize the benefits offered by the wet detention ponds, with adequate controls for beaver activity or other undesirable habitats resulting from simple wet detention pond designs.

Aesthetics and multiple-use aspects should be emphasized throughout the design;

- d) All vegetation within the low level pool, pond and surrounding buffer shall conform to the Regional District's detention pond landscaping criteria;
- e) The surface area of the permanent low level pool should represent at least 1.0% of the total developed area;
- f) The wet detention pond and outlet structure shall be designed such that the post-development discharge rate of the pond outflow does not exceed runoff levels generated by a pre-development 2-year storm event. If development is located within the boundary of a Regional District approved stormwater or drainage plan, refer to the appropriate plan for approved discharge rates;
- g) The primary spillway shall be designed to accommodate the post-development run-off generated by a 10-year storm event and an emergency spillway shall be designed to accommodate the post-development run-off generated by a 100-year storm event. The discharge path from the wet detention pond to the receiving environment shall be adequately protected from erosion;
- h) The flow control structure shall be located within a lockable manhole positioned within the embankment for the purposes of maintenance, access, safety and aesthetics. The design of the outfall structure shall be determined based on the exit velocity of stormwater runoff from the wet detention pond;
- i) Where identified by the Regional District's OCP or as required by the Regional District through the development approval process, pedestrian trails shall meet Regional District Standards and include a 6.0m wide Right-of-Way around the perimeter of the pond, with an all-weather surface; and
- j) Safety is to be maintained by managing the contours of the wet detention pond to eliminate drop-offs and other hazards and by discouraging access to the permanent low level pool with appropriate vegetation on the safety bench in accordance with the detention pond landscaping criteria. The safety bench, located at the toe of the side-slopes leading to the permanent low level pool, is to be 2.0 m wide with a maximum slope of 3.0% and is required around the entire perimeter of the wet detention pond. Where safety benches cannot be accommodated, fencing may be considered, subject to the approval of the Regional District.

#### 4.12 Erosion and Sediment Control (ESC)

4.12.1 An Erosion and Sediment Control Plan is required for all developments and shall follow MMCD Design Guidelines in addition to the following:

- 1) The owner's Engineer will be required to demonstrate how work will be undertaken and completed so as to prevent the release of silt, raw concrete and concrete leachate, and other deleterious substances into any ditch, storm drain, watercourse or ravine. Construction and excavation wastes, overburden soil or other deleterious substances must be disposed of or placed in such a manner as to prevent their entry into any water course, ravine, storm drain system, or restrictive covenant area;
- 2) All sediment control devices must be situated to provide ready access for cleaning and maintenance; and
- 3) Proposed sediment control structures must be maintained throughout the course of construction and to the end of the maintenance period (final acceptance). Changes in the design of the structure will be required if the proposed structure is found to be inadequate.

#### 4.13 Drainage Pump Stations

4.13.1 Drainage Pump Stations shall be designed as per requirements stipulated under Sanitary Pump Station Design, Section 3.18.

#### 4.14 Hydrogeological Investigation

4.14.1 A hydrogeological investigation shall follow MMCD Design Guidelines methodology and is required for all hillside developments or when groundwater infiltration is proposed.

#### 4.15 Natural Watercourses

4.15.1 All proposals for works affecting natural watercourses must be forwarded to and approved by the appropriate regulatory agencies as required by applicable legislation and regulations.

**SCHEDULE D**

**SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO.**

**SERVICING AGREEMENT**

## **GENERAL**

**The appended Servicing Agreement template is typical of the agreement that will be executed between the Regional District and the Developer for the work. The template will be amended from time to time as conditions warrant and will have specific amendments for each individual agreement prepared.**

DRAFT

**THIS AGREEMENT** made this day of, 20xx

**BETWEEN: Peace River Regional District**, a Regional District incorporated under the Local Government Act of British Columbia, and having its offices at PO Box 810, 1981 Alaska Avenue, Dawson Creek BC V1G 4H8.

(hereinafter called the “Regional District”)

**AND:**

(hereinafter called the “Developer”)

**WHEREAS:**

- A. The Developer is the registered Owner of lands within the Peace River Regional District in the Province of British Columbia, more particularly known and described as follows:  
PID:  
(hereinafter called the “Lands”)
- B. The Developer desires to subdivide the Lands or develop the Land;
- C. The Developer has requested approval of the building permit or development prior to the construction and installation of the Works and Services in their entirety and is agreeable to entering into this Agreement pursuant to the Local Government Act and the Developer will deposit the Security Deposit specified by this Agreement; and
- D. the Developer has voluntarily agreed to construct and install the Works and Services which are necessary to serve the proposed Development.

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

**APPENDICES:**

1. The following Appendices are attached to and form part of this Agreement:
  - a) Appendix "A" – A list of the Works and Services and the Developer's Professional Engineer's estimate of their respective construction costs;
  - b) Appendix "B" – Construction drawings to be used for the construction of the Works and Services;
  - c) Appendix "C" - A copy of the subdivision plan of the Lands or of the Building Permit application;
  - d) Appendix "D" – List of Section 219 Covenants.

**DEVELOPER TO DO WORK:**

2. The Developer acknowledges, covenants and agrees with the Regional District:
  - a) to construct, install and provide all the Works and Services listed and shown on Appendices A and B hereto, as approved by the Regional District, in accordance with the standards contained in the Regional District's Subdivision and Development Servicing Bylaw No. [REDACTED] (hereinafter called the "Bylaw").
  - b) that the Developer shall from time to time and at all times so long as it exercises any rights of ownership in the Lands upon the request of the Regional District, and to the satisfaction of the Regional District make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, rights-of-ways, covenants, easements and assurances in favour of the Regional District as are required for the more effectual carrying out of this Agreement.
  - c) that Appendices A and B identify and illustrate both 'On-Site Works and Services' and/or 'Off-Site Works and Services'.
  - d) that the Developer relies exclusively on its own Professional Engineer, who shall be registered with the Engineers and Geoscientists of British Columbia (the "Professional Engineer"), contractors and staff, and that the Regional District does not, by its approvals, inspections or acceptance of the Works and Services warrant or represent that the Works and Services are without fault or defect, and that all approvals and inspection of the Works and Services given or made by the Regional District are for the sole benefit of the

Regional District and shall in no way relieve or excuse the Developer from constructing and installing the Works and Services in strict compliance with the provisions of this Agreement and the Subdivision Development Servicing Bylaw No. \_\_\_\_.

**TRANSFER OF INTEREST IN WORKS AND SERVICES:**

3. The Developer covenants and agrees with the Regional District to assign, transfer and convey to the Regional District all of its rights, title and interest in the Works and Services on any and all of the Lands, upon or in which the Works and Services are situated, upon the completion of the Works and Services, (as witnessed by the issuance of a Certificate of Substantial Completion).

**PERMISSION TO DO WORK:**

4. The Regional District covenants and agrees to permit the Developer to construct the Works and Services, on the terms and conditions herein, and in the manner required by and at the places specified in the Plans and Specifications in Appendix B; provided that nothing in this Agreement shall be construed as to make available the use of or access to the Works and Services for any purpose, and without limiting the foregoing, for the purpose of serving the Lands or any other real property whatsoever either Owned or controlled by the Developer or its associates or otherwise, but rather the Regional District reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent or otherwise dispose of the Works and Services as its Board from time to time deems fit.

**CHANGES TO THE LAW:**

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

**START OF WORK:**

6. The Developer covenants and agrees not to commence work until the Regional District provides the Developer with written permission to proceed with construction in the form provided in Schedule E of this Bylaw.

**COMPLETION TO DO WORK:**

7. The Developer shall complete the construction of the Works and Services, specified in Appendices "A" and "B" to the satisfaction of the Regional District, within **one (1) year** from the date of this Agreement.



**DEVELOPER TO GRANT RIGHTS OF WAY:**

8. The Developer shall grant to the Regional District all necessary road dedications, statutory rights-of-way and easements over the said Lands (in conformity with the Regional District's standard form documents) to accommodate the said Works and Services and, where the said Works and Services are located upon or under privately owned lands other than the Lands, to obtain at the Developer's expense, all necessary road dedications, statutory rights-of-way and easements over such lands, in favour of the Regional District where applicable, to accommodate the Works and Services, and to register the dedications, right of ways and easements in the Land Title Office.

**DESIGN:**

9. a) The Developer covenants and agrees that all Works and Services required herein shall be designed by a Professional Engineer, retained by the Developer. Plans and Specifications for the Works and Services shall be prepared by or under the direct supervision of the Professional Engineer and all plans shall bear his professional seal and signature.
- b) The Developer covenants and agrees to ensure that the Developer's Professional Engineer maintains professional liability and errors and omissions insurance to a minimum value of two million dollars (\$2,000,000) per occurrence, which insurance shall provide coverage in respect of any claims arising out of the Professional Engineer's services in connection with this Agreement regardless of when the claim is made. The professional liability insurance shall be provided for a duration of two years beyond the date of substantial completion of the Works and Services. Written proof of coverage will be provided to the Regional District upon request of the Chief Administrative Officer.

**INSPECTION:**

10. a) The Developer covenants and agrees to retain the Professional Engineer during the construction period for the purpose of on-site inspection to ensure compliance with the approved design and to provide certification of the construction documentation and Record Drawings of the Works and Services.
- b) Further, the Developer's Professional Engineer and/or their appointed site inspector(s) shall visit the Place of the Work at intervals appropriate to the progress of construction to remain familiar with the progress and quality of the Works and Services and to determine if the Works and Services are proceeding in general conformance with the plans and specifications. The level of on-site inspection to be provided by the Developer's Professional Engineer shall be a minimum of 60% of the time the Developer's Contractors

are carrying out on-site or off-site Works and Services.

- c) The Regional District, the Developer's Professional Engineer, their authorized representatives and /or their appointed site inspector(s), shall, at all reasonable times during the performance of the Works and Services, have access to the Works and Services, including any parts of the Works and Services that are in progress at locations other than where the Works and Services are being installed.
- d) The Chief Administrative Officer and the Developer's Professional Engineer and their representatives have the authority to reject Works and Services that, in their opinion, do not conform to the requirements of the Contract Documents (drawings and specifications).

#### **ENGINEERING DRAWINGS:**

11. The Developer covenants and agrees that the intent of this Agreement is that the Developer shall construct fully completed Works and Services, and grant all necessary dedications, rights of way and easements as shown in the following plans and specifications prepared by the Developer's Professional Engineer:

Under Drawing Numbers:

<u>Drawing Number</u>	<u>Drawing Name</u>	<u>Revision #</u>
-----------------------	---------------------	-------------------

And as received for the purposes of this Agreement by the District on the xx day of, 20xx:

#### **DESIGN CHANGES:**

12. a) The Approving Officer, or Chief Administrative Officer may alter the plans because of conditions on site so that the Works and Services function and operate in a manner satisfactory to the Approving Officer or Chief Administrative Officer. Should the Works and Services, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the Approving Officer, or Chief Administrative Officer, then the Developer shall, at his own expense modify and reconstruct the Works and Services so that the works shall be fully operative and function to the satisfaction of the Approving Officer or Chief Administrative Officer.
- b) The Developer covenants and agrees that the Developer's Professional Engineer shall

obtain the prior written approval of the Chief Administrative Officer for any changes to the design and specifications of the Works and Services set out in the Construction Drawings.

- c) All changes to the design drawings shall be submitted to the Chief Administrative Officer for review and approval in advance of completing revised Works and Services in the field. Drawings shall be revised and denoted with revision numbers and 'clouded' areas surrounding specific changes or revisions.
- d) In carrying out the Works and Services, the Developer covenants and agrees not to damage any of the Regional District's works, services or property, or remove, alter, or destroy any survey pins, posts or monuments, and in default shall replace, repair and restore any damage of whatsoever nature to the satisfaction of the Chief Administrative Officer.

#### **SUBSTANTIAL PERFORMANCE:**

- 13. A Certificate of Substantial Performance shall be provided by the Chief Administrative Officer on the completion of the construction listing all of the deficiencies. This certificate of Substantial Performance shall not be construed as acceptance of the Works and Services. Substantial Performance is defined by the Master Municipal Construction Documents (MMCD).

#### **CONSTRUCTION DOCUMENTATION AND RECORD DRAWING SUBMISSIONS:**

- 14. The Developer covenants and agrees to submit to the Regional District final Record Drawings, service connection cards and construction documentation, test results and digital asset management information, as accepted by the Chief Administrative Officer and as identified in **Schedule A, Section 1.6** of the Bylaw, prior to issuing a Certificate of Substantial Performance.

#### **MAINTENANCE PERIOD AND RESPONSIBILITY:**

- 15. The Developer covenants and agrees to maintain every part of the Works and Services in good order and in complete repair for a period of one (1) year from the date shown on the Certificate of Substantial Performance (the "Maintenance Period").

Should the Developer fail to maintain the Works and Services, then the Chief Administrative Officer at their option, after giving the Developer seven (7) days written notice (emergencies excepted), may do so, and the whole costs, charges and expenses so incurred by the Regional District will be payable by the Developer, as provided for herein. The decision of the Chief Administrative Officer will be final with respect to the necessity for repairs, or the adequacy of any work done.

Once any Works and Services covered by this Agreement are connected to the Regional District's infrastructure, only Regional District crews or Contractors under the direct supervision of the Regional District may undertake work on such Regional District infrastructure. As such, Regional District crews or contractors retained by the Regional District may correct any defects, imperfections, settlements and/or re-chlorination and flushing which is deemed by the Regional District to be necessary during the one (1) year period from the date shown on the Certificate of Substantial Performance and the whole of such costs, charges and expenses so incurred by the Regional District in undertaking such work including but not limited to contractor costs will be payable by the Developer as provided for herein.

#### **CERTIFICATES OF SUBSTANTIAL PERFORMANCE AND FINAL ACCEPTANCE:**

16. a) The Chief Administrative Officer shall provide a Certificate of Substantial Performance to the Developer upon the Substantial Performance of the Works and Services. Substantial Performance shall only be approved when proper inspection of the Works and Services can be carried out, and when all work, as certified to the satisfaction of the Regional District by the Developer's Professional Engineer upon the submission of a Certificate of Inspection is capable of completion or correction at a cost of not more than:
  - i. 3% of the first \$500,000 of the Total Construction Cost;
  - ii. 2% of the next \$500,000 of the Total Construction Cost;
  - iii. 1% of the balance of the Total Construction Cost.
- b) The date of the Certificate of Substantial Performance is the date of commencement of the Maintenance Period under Section 14 of this Agreement.
- c) Within the Maintenance Period the Chief Administrative Officer may provide a Certificate of Total Performance to the Developer provided that all of the Works and Services and outstanding deficiencies identified in Sections 12 and 15.a (above) are completed to the satisfaction of the Regional District upon the submission of a Certificate of Inspection by the Developer's Professional Engineer.
- d) The Chief Administrative Officer shall issue a Certificate of Final Acceptance upon the expiry of the Maintenance Period provided that all outstanding deficiencies identified by the Chief Administrative Officer with respect to the Off-Site Works and Services and On-Site Works and Services have been remedied and Record Drawings, service record cards, construction documentation and test results have been provided.
- e) On issuance of the Certificate of Final Acceptance and upon the expiration of the Maintenance Period, the Developer may apply to the Regional District for discharge of this

covenant, at their cost, by submitting the appropriate Form. The Regional District will execute the discharge and return the Form to the Developer for deposit with the Registrar.

**DEVELOPER INDEMNIFIES REGIONAL DISTRICT:**

17. The Developer covenants and agrees to save harmless and effectually indemnify the Regional District, its elected officials, officers and employees, contractors, agents, successors and assigns from and against:

- a) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works and Services provided by the Developer;
- b) All expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works and Services resulting in damage to any property owned in whole or in part by the Regional District for which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degrees, to construct, install, maintain or repair;
- c) All expenses and costs which may be incurred by reason of liens for non- payment of labor or materials, Workers Compensation, Unemployment Insurance Federal or Provincial tax, check-off or encroachments owing to mistakes in survey;
- d) All expense and costs which may be incurred by the Regional District as a result of faulty workmanship and defective material in any of the Works and Services installed by the Developer.
- e) The above clauses shall not be construed as to extinguish any rights which the Regional District would have were it not for the inclusion of Clause 16 in this Agreement.

**INSURANCE BY DEVELOPER:**

18. The Developer will at its sole expense throughout the term of this Agreement until the Regional District has accepted the Works and Services under Clause 15(c) carry Comprehensive Liability Insurance acceptable to the Regional District in the amount of at least Five Million Dollars (5,000,000.00) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under Clause 16 (a), (b), (c) and (d).

**INSURANCE COVERAGE:**

19. The Developer covenants and agrees to provide the following insurance coverage, and to provide the Regional District with a copy of the insurance policy prior to the commencement of any construction of the Works and Services:

- a) To protect the Developer and the Regional District against all claims arising out of:
  - i. Death or injury to persons; and
  - ii. Damage to or loss of, any property of third persons, including without limiting the foregoing; the following classes of property; Real property, chattels, land, works, buildings, structures, wires, boilers, and pressure vessels, conduits, pipes, mains, shafts, sewers, tunnels, and apparatus in connection therewith, even when the damage or loss of use is caused by vibration , moving, shoring, underpinning, raising, rebuilding or demolition of any building, structure or support, or by excavation, tunneling or other work below the surface of the ground or water; and
  - iii. Damage to or loss of all buildings, structures, stores, equipment and materials included in or required to the carrying out of the Works and Services.
- b) Every policy of insurance required will:
  - i. Name “The Peace River Regional District” and it’s Contracted Employees as an additional insured; and
  - ii. State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
  - iii. State that the policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the Regional District, delivered to the Chief Administrative Officer.

#### **SECURITY DEPOSIT:**

20. As security for the due completion of the construction and installation of the Works and Services and the performance of all the covenants and promises contained in this Agreement, the Developer shall concurrently with the execution of this Agreement deposit 120% of the estimated cost of the Works and Services, in the amount of \$ **xxx.xx** as determined by the cost estimate of the Professional Engineer and as attached as Appendix A, in the form of cash or an irrevocable and automatically renewing Letter of Credit acceptable to the Regional District (herein called the “Security Deposit”).

#### **FORFEIT OF SECURITY:**

21. In the event that the Developer fails to construct and install the Works and Services prescribed herein within the time specified in Clause 7, the Security Deposit will be forfeited to the Regional District.

Should the Regional District agree to an extension of the time required to complete the Works and Services, the Regional District reserves the right to have the value of the Works and Services re-estimated, and the Security Deposit adjusted.

The Developer shall be deemed to be in default of this Agreement if the Developer files a voluntary

petition of bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar under any enactment respecting bankruptcy, insolvency or other relief for debtors.

**USE OF SECURITY DEPOSIT AND MAINTENANCE HOLDBACK:**

22. If the Developer is in default of any of its obligations in respect to the construction and installation or maintenance of the Works and Services or any portion thereof, the Regional District may draw down on the Security Deposit or the Maintenance Holdback, as the case may be, to secure completion or maintenance of all or a portion of the Works and Services in compliance with the terms of this Agreement and any payment obligations of the Developer in respect of the Works and Services that remain unpaid including the discharge of any builders' liens, and such monies shall be applied to remedy the default and complete all or any portion of the Works and Services and to satisfy the Developers warranties in respect of same in place and stead of the Developer and ensure compliance with the terms of this Agreement. In addition, the Regional District may cash, retain and use the Security Deposit to remedy any emergency condition which, in the sole opinion of the Chief Administrative Officer, is associated with, arises from or is a result of the Works and Services and requires expedient action. Despite the foregoing, the Regional District may cash, retain or use the Security Deposit or the Maintenance Holdback, as the case may be, to pay, settle or compromise any claim against the Regional District for which the Developer indemnified the Regional District pursuant to Clause 16. If the proceeds from the Security Deposit or the Maintenance Holdback, as the case may be, are not sufficient to pay all costs and expenses incurred by the Regional District in completing or maintaining all or a portion of the Works and Services including the Regional District's normal overhead charges and satisfying the warranties thereof, correcting other default by the Developer, or satisfying any amounts owing to the Regional District pursuant to Clause 16, the Developer shall forthwith pay to the Regional District the difference upon receipt from the Regional District of invoices for the same together with all interest thereon at the commercial prime rate of interest plus two percent from the date of receipt by the Developer of the invoices for the same and continuing until payment in full. The amount required to be paid by the Developer is a debt owing to the Regional District and may be collected in the same manner as property taxes in arrears.

**RELEASE OF SECURITY DEPOSIT, MAINTENANCE HOLDBACK:**

23. If the Chief Administrative Officer is of the opinion that the Works and Services or any portion thereof have been adequately completed and the Developer's covenants performed in compliance with this Agreement, and if there is no litigation pending by any third party against the Regional District as a result of, or arising from, the construction and installation of the Works and Services, the Chief Administrative Officer shall be authorized to return all, or any portion of the Security Deposit to the Developer at such times and in such amounts as he may

deem proper but in no case shall be more frequently than once per month, provided that he will retain an amount equal to 10% of any released funds for a total of 10% of the total Security Deposit at the completion of the construction and installation of the Works and Services to secure the performance of the maintenance required by the Developer for the Maintenance Period (hereinafter called the "Maintenance Holdback").

**RELEASE OF MAINTENANCE HOLDBACK:**

24. Upon expiration of the Maintenance Period outlined in Clause 14 and provided that the Chief Administrative Officer is satisfied that the Developer has complied with the covenants contained in this agreement and if there is no litigation pending by any third party against the Regional District as a result of, or arising from, the construction of the Works and Services, the Chief Administrative Officer will be authorized to return the Maintenance Holdback to the Developer and thereafter the Developer's responsibility for the Works and Services shall cease.

**INSPECTION AND ADMINISTRATION FEE:**

25. The Developer covenants and agrees to pay to the Regional District an Inspection and Administration non-refundable fee in the amount of \$ **xxx.xx** to cover Regional District administration, inspection and processing costs. This fee is payable prior to the execution of this Agreement by the Regional District and shall be calculated using a summation of the following, relative to the Security Deposit amount and in no case shall be less than **\$2,500.00**:

\$	% fee
1 to 100,000	5.50%
100,001 to 250,000	5.00%
250,001 to 500,000	4.50%
500,001 to 1,000,000	4.00%
Over 1,000,000	3.75%

**NO OTHER REPRESENTATIONS:**

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

**NO WAIVER:**

27. The Developer covenants and agrees that nothing contained or implied herein shall prejudice



or affect the rights and powers of the Regional District in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said Lands as if the Agreement had not been executed and delivered by the Developer.

**SOLE COST:**

28. Every obligation of the Developer under this Agreement shall be performed by the Developer at its sole cost.

**TIME OF ESSENCE:**

29. Time shall be of the essence of this Agreement.

**SEVERABILITY:**

30. If any section or portion of this Agreement is declared or held invalid for any reason, such invalidation shall not affect the validity of the remainder of that section or of this Agreement and this Agreement shall continue to be in force and effect and be construed as if it had been executed without the invalid portion.

**SUCCESSION:**

31. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

**FORCE MAJEURE:**

32. All obligations of the parties shall be suspended so long as the performance of such obligations is prevented or hindered in whole or in part, by reason of labour dispute, fire, act of God, unusual delay by common carriers, earthquake, act of the elements, riot or civil commotion.

**REGIONAL DISTRICT'S OPINION:**

33. Any opinion which the Regional District is entitled by virtue of this Agreement to form may be formed on behalf of the Chief Administrative Officer, in which event the opinion of the Chief Administrative Officer shall be deemed to be the opinion of the Regional District for the purposes of this Agreement.

## REFERENCE TO THE LANDS:

34. Any reference to the Lands shall be deemed to be a reference to each and every parcel comprising the Lands and any reference to the Developer shall be deemed to be a reference to the Developer or Developers of each of the parcels comprising the Lands, all unless the context or the parties otherwise require.

## NOTICE:

35. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and mailed by prepaid registered mail in any Canada Post Office in the Province of British Columbia (and if so shall be deemed to be delivered on the fourth business day following such mailing, except that in the event of interruption of mail service notice shall be deemed delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

To the Developer at:

To the District at:

Peace River Regional District  
PO Box 810, 1981 Alaska Avenue  
Dawson Creek BC V1G 4H8  
Attn: Chief Administrative Officer

or to such other address of which a party hereto from time to time notifies in writing the other party hereto.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing **Part 1 of the Land Title Act Form C** to which this Agreement is attached and which forms part of this Agreement.

**WHENEVER** the words “will” and “shall” are used in this Agreement it will be construed as imperative (mandatory).

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

**THIS CONTRACT** shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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

**Please refer to Form C for signatories.**

**Signatory page if the servicing agreement with FORM C, D, E, is NOT being registered on title:**

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
DATE (MMM/DD/YYYY)

\_\_\_\_\_  
DEVELOPER / PROPERTY OWNER

\_\_\_\_\_  
LAWYER OR NOTARY

SIGNED, SEALED AND DELIVERED

The Corporate Seal of the Peace River Regional District was hereunto  
affixed In the presence of:

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
DATE (MMM/DD/YYYY)

## **Appendix “A” – Cost Estimate**

DRAFT

## Appendix “B” – Site Servicing Design Drawings

**Drawing Number**

**Drawing Name**

**Revision #**

DRAFT

## Appendix “C” – Subdivision Plan

DRAFT

**Appendix “D” – Section 219 Covenants to be registered on title**

DRAFT



## **SCHEDULE E**

### **SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO. STANDARD**

#### **FORMS**

**Schedule E-1 Permission to Construct**

**Schedule E-2 Certificate of Inspection**

**Schedule E-3 Certificate of Substantial**

**Completion Schedule E-4 Certificate of Total**

**Performance Schedule E-5 Final Acceptance**

**Certificate**

**Schedule E-6 List of Inspections**



## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-1 – PERMISSION TO CONSTRUCT

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

Authorization to proceed with construction is hereby granted to:

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

For the works described generally as:

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

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

Completion Date \_\_\_\_\_

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

inclusive. Check the following: (all must be completed)

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

Consultant: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone No. \_\_\_\_\_ bus.

Special Conditions:

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

---

Regional District Official's Approval

DRAFT

## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-2 – CERTIFICATE OF INSPECTION

I hereby certify that all engineering and construction services, required under the Subdivision and Development Servicing Bylaw of the Peace River Regional District for the subdivision of:

**Legal Description:** \_\_\_\_\_

**Project No.** \_\_\_\_\_

which services were designed by:

**Name of Firm:** \_\_\_\_\_

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

and approved for construction on drawing numbers:

drawing number	date	drawing number	date
----------------	------	----------------	------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

I further certify that the "Record" drawings hereby submitted represent the works and services

Peace River Regional District  
Subdivision and Development Servicing Bylaw No.     
**Schedule E-2**  
as installed for the aforementioned subdivision.



ENGINEER'S SEAL

\_\_\_\_\_  
Professional Engineer  
(signature and name of the Professional Engineer  
responsible for design)

DRAFT

## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-3 – CERTIFICATE OF SUBSTANTIAL PERFORMANCE

**Applicant:** \_\_\_\_\_

\_\_\_\_\_

**Contractor:** \_\_\_\_\_

\_\_\_\_\_

**Project No:** \_\_\_\_\_

**Servicing Agreement No:** \_\_\_\_\_

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

This certificate is issued pursuant to Clause 12 and Clause 14 of Schedule D to the Subdivision and Development Servicing Bylaw.

The Maintenance Period for the Works will begin on \_\_\_\_\_

The Maintenance Period for the Works will end on \_\_\_\_\_

The attached is a List of Deficiencies related to the Works.

The Total Performance Certificate will be issued when all deficiencies have been cleared, the Maintenance Period expired, and the Regional District Official has been satisfied all conditions of the Servicing Agreement have been fulfilled.

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

---

Regional District Official's Approval

cc: Contractor

DRAFT

## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-4 – CERTIFICATE OF TOTAL PERFORMANCE

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

Owner: \_\_\_\_\_

Consulting Engineer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Re: \_\_\_\_\_

This is to certify that to the best of our knowledge all works and services in connection with the above noted project were completed as of \_\_\_\_\_ in accordance with the approved engineering and record drawings including inspections, testing, and acceptance as per Subdivision and Development Servicing Bylaw.

This does not exempt the Owner from any further requirements or agreement responsibilities which may come to the knowledge of the Regional District during the one year Maintenance Period.

Based on the above Total Performance date, the Maintenance Period shall extend to \_\_\_\_\_ and the Maintenance Holdback in the amount of \$ \_\_\_\_\_ will be confirmed for release on this date, in compliance with issuance of a Final Acceptance Certificate.

\_\_\_\_\_  
Professional Engineer

ENGINEER'S SEAL

---

Regional District Official's Approval

DRAFT



## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-5 – FINAL ACCEPTANCE CERTIFICATE

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

Owner: \_\_\_\_\_

Professional Engineer: \_\_\_\_\_

\_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Re: \_\_\_\_\_

This is to certify that to the best of our knowledge all works and services in connection with the above noted project achieved Final Acceptance as of \_\_\_\_.

Based on the above date, it is recommended that the Regional District accept the works and services and release the Maintenance Holdback in the amount of \$ \_\_\_\_.

\_\_\_\_\_  
Professional Engineer

ENGINEER'S SEAL

\_\_\_\_\_

DRAFT

## PEACE RIVER REGIONAL DISTRICT

### SCHEDULE E-6 – INSPECTION LIST SIGN-OFF

Inspection requirements to include:

- Regular and appropriate level of inspection;
- That Regional District staff be permitted to attend the site to independently view and inspect the quality and progression of the works;
- Take samples of all imported granular materials (pipe / zone / bedding, pit run gravels for replacement compacted back fill, sub-base and base course gravels) be sampled, tested and reported by the Engineer or Contractor (and paid for by the Applicant) for gradation limits in comparison to MMCD specifications and Regional District Operations and bylaw standards;
- All materials requiring compaction in the design or as specified in MMCD and Regional District standards shall be tested as arranged by the Engineer or the Contractor or a Geotechnical Engineer (and paid for by the Applicant) for compliance to compaction specifications found in the design requirements and/or MMDC specifications;
- Daily engineering inspection reports be compiled by the Professional Engineer and copies be made available to the Regional District on a weekly basis;
- All QA / QC material and compaction test results be collected and reviewed by the Professional Engineer for completeness and copies be made available to the Regional District on a weekly basis;
- The watermains are to be flushed, pressure tested and disinfected in accordance with AWWA and MMCD/Regional District standards and specifications before use – all written pressure test results and documentation of bacterial sampling/testing be provided to the Regional District;
- Conduct final inspections with the participation of Regional District Operations representative.

**Project Number with Project Location:** \_\_\_\_\_

**Date of inspection:** \_\_\_\_\_

\_\_\_\_\_  
**Professional Engineer**

ENGINEER'S SEAL

---

**Regional District Official's Approval**

DRAFT

## **PEACE RIVER REGIONAL DISTRICT**

### **BY-LAW NO. 783, 1992**

**A by-law to regulate and require  
the provision of works and services**

**WHEREAS s.989 of the Municipal Act provides that a local government may, by by-law, regulate and require the provision of works and services in respect of the subdivision of land; and**

**WHEREAS s.991 of the Municipal Act authorizes the local government to require the owner of land being subdivided to enter into an agreement with the local government to construct and install the required works;**

**NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:**

#### **Name**

- 1. This by-law may be cited for all purposes as "Subdivision Servicing By-Law No. 783, 1992".**

#### **Area**

- 2. This by-law applies to that area in the vicinity of Charlie Lake shown shaded grey on Schedule 'A' which is attached to and forms part of this by-law.**

#### **Definitions**

- 3. "Approving Officer" means the Approving Officer appointed by the Lieutenant Governor in Council pursuant to s.77 of the Land Title Act;**

**"Building Inspector" means a person appointed by the Regional Board of the Peace River Regional District as building inspector for the Regional District or any other person appointed by the Regional District to administer this by-law;**

**"Regional District" means the Peace River Regional District.**

#### **Servicing Requirements**

- 4. The owner of any lands that are proposed to be subdivided shall provide each parcel of land within the proposed subdivision with a sanitary sewage collection and disposal system including the standard service connection thereto, constructed in accordance with Schedule 'B' attached hereto, and the said sewage system shall be connected by sewer mains to the existing sanitary sewage collection system of the Regional District.**
- 5. Sewer mains and related works shall be located within existing or proposed highway rights of way or within statutory right-of-way in favour of the Regional District.**

Peace River Regional District

By-Law No. 783, 1992

6. All works and services required to be constructed and installed at the expense of the owner of the land being subdivided shall be constructed and installed to the standards prescribed in this by-law before the Approving Officer approves the subdivision unless the owner:
- (a) deposits with the Regional District a cash deposit, or an irrevocable letter of credit from a financial institution acceptable to the Regional District, in the amount of 100% of the estimated construction cost, as estimated by the Building Inspector, for installing and paying for all works and services required under the by-law, and
  - (b) enters into a servicing agreement substantially on the terms set out in Schedule 'C' hereto, with the Regional District to construct and install the required works and services by a specified date or forfeit to the Regional District the amount secured by the cash deposit or the letter of credit.

Severability

7. If any section, subsection, sentence, clause or phrase of this by-law is for any reason held to be invalid by a decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of the by-law.

Schedule

8. Schedules 'A' through 'C' inclusive are attached to and form part of this by-law.

READ A FIRST TIME this 14th day of May, 1992.

READ A SECOND TIME this 14th day of May, 1992.

NOTICE GIVEN under s.817.1 of the Municipal Act on May 25th, 1992.

READ A THIRD TIME this 28th day of May, 1992.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 28th day of May, 1992.

CERTIFIED a true and correct copy of  
"Subdivision Servicing By-Law No. 783,  
1992".

E. T. Drayner  
Moray Stewart, Administrator

THE CORPORATE SEAL of the Peace  
River Regional District was hereto affixed  
in the presence of:

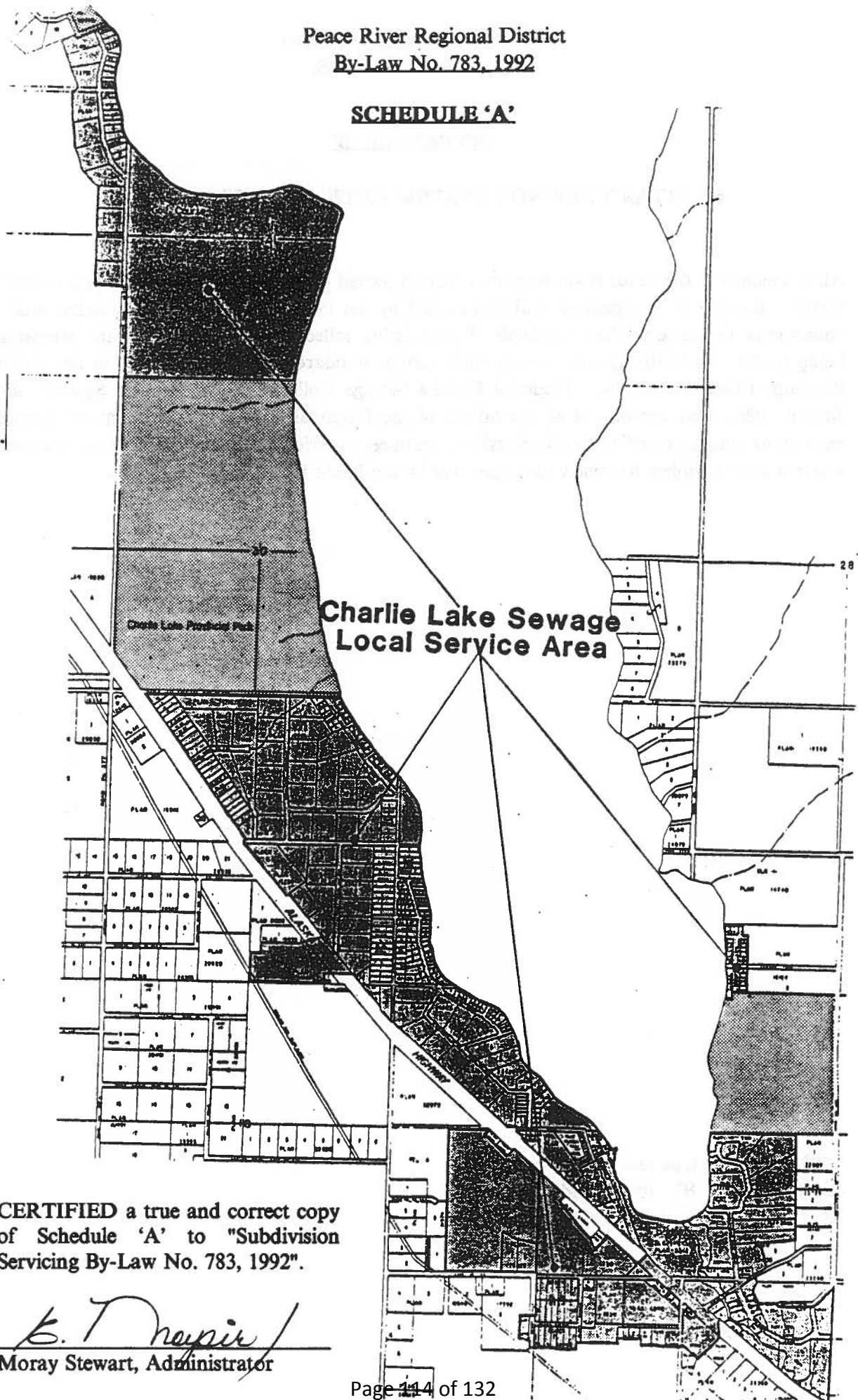
Ben Knutson  
Ben Knutson, Chairman

E. T. Drayner  
Moray Stewart, Administrator

[BL-783]

Peace River Regional District  
By-Law No. 783, 1992

**SCHEDULE 'A'**



CERTIFIED a true and correct copy  
of Schedule 'A' to "Subdivision  
Servicing By-Law No. 783, 1992".

*E. T. Napier*  
Moray Stewart, Administrator

**SCHEDULE 'B'**

**SANITARY SEWAGE SYSTEM EXTENSION STANDARDS**

All extensions to the Peace River Regional District owned portion of the sanitary sewage collection system, that are to be operated and maintained by the Peace River Regional District, must be constructed to the equivalent standards of the existing collection system to which the extension is being made. The existing sewage collection system standards are as established in the As-Built drawings titled "Peace River Regional District Sewage Collection and Disposal System" dated March, 1992, that are on file at the offices of the Regional District. The design of proposed extensions must be certified by a Professional Engineer experienced in the field of sewage collection systems and is subject to review and approval by the Peace River Regional District.

CERTIFIED a true and correct copy  
of Schedule 'B' to "Subdivision  
Servicing By-Law No. 783, 1992".

  
Moray Stewart, Administrator



**SCHEDULE 'C'**

**SUBDIVISION SERVICING AGREEMENT**

**THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 1992**

**BETWEEN:**

**PEACE RIVER REGIONAL DISTRICT  
Box 810  
Dawson Creek, British Columbia  
V1G 4H8**

**(the "Regional District")**

**AND:**

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

**(the "Owner")**

**WHEREAS:**

**A. The Owner is the registered owner of land located in the Regional District and legally described as:**

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

**(the "Lands").**

**B. The Owner desires to subdivide the Lands in accordance with a plan of subdivision in the form attached as Appendix 'A'.**

**C. The Owner is required to construct certain works and services, as shown by the drawings and specifications attached hereto as Schedule 'B' (the "Works").**

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

D. The Owner has requested approval of the plan of subdivision prior to the construction and installation of the Works and has agreed to enter into this Agreement pursuant to S.991 of the *Municipal Act* and to deposit the security specified by the Subdivision By-Law.

NOW THEREFORE in consideration of the premises, the sum of One Dollar (\$1.00), receipt of which from the Regional District is hereby acknowledged by the Owner and other good and valuable consideration, the parties covenant and agree as follows:

1. The Owner covenants and agrees to construct and install all works and services prescribed by this Agreement to the standards prescribed by the Subdivision Servicing By-Law by the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ or forfeit the amount secured by the security to the Regional District.
2. The Owner covenants and agrees with the Regional District to assign, transfer and convey to the Regional District all of its right, title and interest in the Works and any and all of the Lands, save and except those lands dedicated for roads and parks which shall become Crown lands, upon or in which the Works are situated, upon the completion of the Works, and the Owner shall from time to time and at all times so long as it exercises any rights of ownership in the Lands upon the request of the Regional District, make, do and execute or cause to be made, done or executed, all such further acts, rights-of-way, easements and assurances as are required for the more effectual carrying out of the Agreement.
3. The Owner shall complete construction of the Works in accordance with Schedule "B" of the Subdivision Servicing By-Law and the drawings and specifications attached hereto as Appendix 'B'.

If, in the reasonable opinion of the Regional District, the Works are not being carried out with due diligence, the Regional District may, in writing, order the Owner to employ additional workmen, machinery, equipment, materials, articles and things deemed necessary by the Regional District for the diligent advancement of the Works, and the workmen so provided shall be subject to discharge by the Owner only with the consent of the Regional District.

4. The Owner covenants and agrees that all Works required have been designed by a professional Engineer, who is registered with the Association of Professional Engineers and Geoscientists of British Columbia (the "Professional Engineer") and retained by the Owner and that plans and specifications for the Works have been prepared and sealed by the Professional Engineer and delivered to the Regional District for review and acceptance as required herein.

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

5. As security for the due and proper performance of all of the covenants and obligations in this Agreement contained, the Owner has or shall forthwith deposit with the Regional District the securities as required by the Subdivision Servicing By-Law.
6. The Owner agrees that if the Works are not completed pursuant to paragraph 3 hereto, the Regional District may complete the Works at the cost of the Owner and deduct from the security held by the Regional District the cost of such completion, and the balance of the deposit shall be returned to the Owner, less any additional administration fees or cost required. If there is insufficient money on deposit with the Regional District then the Owner shall pay such deficiency to the Regional District immediately upon receipt of the Regional District's bill for completion. If said bill is unpaid it shall be added to the taxes of the subdivided parcels subject to the Agreement. It is understood that the Regional District may do such work either by itself or by Contractors employed by the Regional District. If the Works are completed by the Owner as herein provided, then the security shall be returned to the Owner.
7. The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by by-law prior to the actual commencement upon the Lands of the Works contemplated by this Agreement.
8. The Owner covenants and agrees to:
  - (a) maintain the Works to be built pursuant to this Agreement in complete repair for a maintenance period of one (1) year from the date of substantial completion as certified by the Professional Engineer, and
  - (b) remedy any defects appearing within the maintenance period of one (1) year and pay for any damage to other work or property resulting therefrom save and except for defects caused by reasonable wear and tear or acts of God, and
  - (c) deposit with the Regional District for the maintenance period of one (1) year an amount equal to 10% of the cost of the Works and should the Owner fail to maintain the Works, remedy any defect or pay for any damage resulting therefrom, the Regional District may deduct the cost of completing the Works, remedying the defect or paying the damage from the said deposit.
9. The Owner shall submit to the Regional District the final as-built drawings of all works as constructed and as accepted by the Regional District and certified correct by the Professional Engineer prior to the date of substantial completion.

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

10. The Owner covenants to save harmless and effectually indemnify the Regional District against:
  - (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the Works.
  - (b) all expenses and costs which may be incurred by reason of the execution of the Works resulting in damage to any property owned in whole or in part by the Regional District or which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.
  - (c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workers' compensation assessments, unemployment insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.
11. The Regional District covenants and agrees with the Owner to permit the Owner to perform all the Works upon the terms and conditions herein contained.
12. The Regional District covenants and agrees that upon satisfactory completion by the Owner of all of the covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the maintenance of the Works constructed pursuant to this Agreement in complete repair for the maintenance period of one (1) year, to provide the Owner with a Certificate of Final Acceptance of the Works.
13. If any section or portion of this Agreement is declared or held invalid for any reason, such invalidation shall not affect the validity of the remainder of that section or of this Agreement and this Agreement shall continue to be in force and effect and be construed as if it had been executed without the invalid portion.
14. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada post office (and if so shall be deemed to be delivered on the third business day following such mailing, except that, in the event of interruption of mail service, notice shall be deemed to be delivered only when

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Owner at:

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Attention: 

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and:

to the Regional District at:

Peace River Regional District  
Box 810  
Dawson Creek, British Columbia  
V1G 4H8

Attention: Administrator

or to such other address to which a party hereto from time to time notifies in writing the other party hereto.

15. The following appendices are annexed to and form part of this Agreement:

Appendix 'A'	Proposed Plan of Subdivision
Appendix 'B'	Detailed Engineering Drawings of Works (List of Drawings, Date, Revision No.)

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

16. All obligations of the parties hereto shall be suspended so long as the performance of such obligation is prevented or hindered in whole or in part, by reason of labour dispute, fire, act of God, unusual delay by common carriers, earthquake, act of the elements, riot, civil commotion or inability to obtain necessary materials on open market.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of the PEACE RIVER )  
REGIONAL DISTRICT was hereunto affixed )  
in the presence of: )

\_\_\_\_\_)  
Chairperson )

c/s

\_\_\_\_\_)  
Administrator )

The Common Seal of \_\_\_\_\_ )  
\_\_\_\_\_)  
was hereunto affixed in the presence of: )

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

c/s

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

SIGNED, SEALED AND DELIVERED in the )  
presence of: )

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

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

c/s

\_\_\_\_\_)  
Occupation )

Peace River Regional District  
By-Law No. 783, 1992 - Schedule 'C'

RENEWAL

The Regional District and the Owner hereby agree this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_ that this Agreement and the security deposit herein are hereby renewed for a further period  
of 12 months in form identical to this Agreement.

The Corporate Seal of the PEACE RIVER )  
REGIONAL DISTRICT was hereunto affixed )  
in the presence of: )

\_\_\_\_\_  
Chairperson )

\_\_\_\_\_  
Administrator )

c/s

The Common Seal of \_\_\_\_\_ )  
\_\_\_\_\_  
was hereunto affixed in the presence of: )

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

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

c/s

SIGNED, SEALED AND DELIVERED in the )  
presence of: )

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

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

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
NAME

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# REPORT

To: Electoral Area Directors Committee

Report Number: ADM-EADC-035

From: Kori Elden, Executive Assistant/HR Generalist

Date: May 20, 2021

Subject: Notice of Closed Session – May 20, 2021

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## **RECOMMENDATION: [Corporate Unweighted]**

That the Electoral Area Directors Committee recess to a Closed Meeting for the purpose of discussing the following items:

**Agenda Item 3.1** – Closed Meeting Minutes (CC Section 97 (1)(b))

**Agenda Item 7.1** – Negotiations (CC Section 90 (1)(k))

## **BACKGROUND/RATIONALE:**

As per the Closed Meeting Process and Proactive Disclosure Policy.

## **ALTERNATIVE OPTIONS:**

1. The Electoral Area Directors Committee may recess to a Closed Meeting to discuss whether or not the items proposed properly belong in a Closed Session. *Community Charter* Section 90(1)(n).

## **STRATEGIC PLAN RELEVANCE:**

☒ Not Applicable to Strategic Plan.

## **FINANCIAL CONSIDERATION(S):**

Not applicable.

## **COMMUNICATIONS CONSIDERATION(S):**

Not applicable.

## **OTHER CONSIDERATION(S):**

Not applicable.

- ❖ 2020 AGM Minutes
- ❖ President's Report
- ❖ 2020/2021 Financial Statements
- ❖ 2021/2022 Budget
- ❖ Appointment of Accountant for 2021/2022 – KPMG LLP Chartered Accountants



- ❖ ER1 - Timely Information to Local Governments during Local/Provincial States of Emergencies (e.g. Floods, Wildfires and Pandemics)
- ❖ ER2 - Strengthening Rail Safety in BC
- ❖ ER3 - WorkSafe BC Coverage for Local Elected Officials
- ❖ R1 - BC Hydro Universal Net Metering for Municipalities
- ❖ R2 - Ensuring Access to Broadband and Cellular Services in BC
- ❖ R3 - Dangerous Dog Legislation in British Columbia
- ❖ R4 - RCMP Costs for Municipalities



- ❖ R5 - 911 Call Answer Levy
- ❖ R6 - Stronger Sentencing/Monitoring for Prolific/Repeat Offenders
- ❖ R7 - Funding for Independent Fire Services
- ❖ R8 - Streamlined Funding – Overdose Prevention
- ❖ R9 - Health Records Sharing for Allied Health Professionals
- ❖ R11 - Increased Seats for Medical Students in BC
- ❖ R12 - Housing in Rural British Columbia
- ❖ R13 - Long-term Strategy to Address Homelessness



- ❖ R14 - Housing Models for Seniors
- ❖ R15 - Watershed Stewardship in British Columbia
- ❖ R16 - CleanBC Support for Northern and Rural Communities
- ❖ R18 – NCLGA Board Composition



- ❖ R10 - Physical Activity in Grade 11 & 12 Curriculum
- ❖ R17 - Provincial/Federal Government Grant Streams for Electoral Areas Only



March 18, 2021

Chair Brad Sperling  
Peace River Regional District  
Box 810  
Dawson Creek, BC V1G 4H8

**RE: NCLGA Membership Dues**

Dear Chair Sperling,

Thank you for your continued support of the North Central Local Government Association. As a valued member, your financial support enables NCLGA to carry out its mission and advocate for the concerns of local governments in north-central BC.

At the beginning of April, NCLGA will forward an invoice for 2021/2022 membership dues to the Peace River Regional District. The fee will be based on the current membership fee structure. For 2022/2023, NCLGA is considering updating how it determines membership fees. The goal is to further enhance fairness and equitability of fees among all member communities in the NCLGA region.

The following information outlines the current and proposed NCLGA membership fee structures and how your community would be affected by using 2021 fees as an example. The amounts are based on 2016 census information, which could change once 2021 census data is released later in 2021 or early 2022.

**Current Membership Fee Structure:**

Base rate (\$500) + 50% of population assessment value + 50% of regional hospital district assessment value  
2021 membership fee - \$21,641.03

**Proposed New Membership Fee Structure:**

Base rate (\$500 for members with populations < 1,500, \$750 for members with populations > 1,500) + 60% of population assessment value + 40% of regional hospital district assessment value  
2021 membership fee - \$19,069.48

NCLGA would appreciate feedback from members regarding the proposed fee structure change. Please forward your comments to Susan Chalmers, Executive Coordinator of NCLGA at [admin@nclga.ca](mailto:admin@nclga.ca) by **April 6**. The topic may also be raised at the 2021 NCLGA AGM & Convention in May.

Thank you once again for your ongoing support.

Sincerely,



Sarrah Storey  
President, NCLGA



## Electoral Area Directors Committee

### Diary Items

Item		Status	Notes	Diarized
1.	Cell Towers within the Region		Investigate partnership opportunities	May 27, 2019
2.	Electoral Area D Referendum		Water (service areas) in 2022	October 16, 2018
3.	Don Nearhood Museum		As the Peace Canyon building is closed, a new location for the display is needed	November 13, 2018
4.	Oil and Gas Working Groups			January 18, 2019
	A. Template B. Synergy Groups			October 17, 2019 April 16, 2020
5.	Natural Gas		Expansion of services to rural areas	May 27, 2019
6.	Section 381 (Cost sharing for services under Part 14 [Planning and Land Use Management] of the Local Government Act.		Staff to contact the Ministry of Municipal Affairs to set up a zoom meeting with the Electoral Area Directors.	August 15, 2019
7.	Volunteer Recognition			November 21, 2019
8.	Overhead Lighting at the Baldonnel Overpass			November 19, 2020
9.				





## Electoral Area Director's Committee Terms of Reference

### 1. Membership

- 1.1 The Electoral Area Directors' Committee membership shall be elected representatives from Electoral Area 'B', Electoral Area 'C', Electoral Area 'D', and Electoral Area 'E'.

### 2. Terms of Reference

- 2.1 The Electoral Area Directors' Committee will meet to address issues of a rural nature.
- 2.2 Meetings will be open to the public.
- 2.3 The Electoral Area Directors' Committee will be chaired by an Electoral Area Director elected by the committee participants.
- 2.4 The Electoral Area Directors' Committee will hold meetings the third Thursday of each month or at the call of the Chair.
- 2.5 Electoral Area Directors' Committee meetings will be funded through the Legislative – Electoral Area budget under "Electoral Area Business". Only Electoral Area Directors will be compensated for attending meetings.
- 2.6 Agenda items for the Electoral Area Directors' Committee meetings will include items that are:
- a. referred to the meeting by resolution of the Regional Board; or,
  - b. of a purely rural nature.
- 2.7 Items for the regular agenda must be provided to Administration by noon the Friday prior to the scheduled meeting.
- 2.8 All recommendations of the Committee shall be determined by majority vote of the Electoral Area Directors.
- 2.9 Staff will prepare minutes and forward recommendations to the Regional Board for consideration.
- 2.10 Committee recommendations will be ratified by the Regional Board prior to staff action being undertaken, unless previously authorized by a referring Board resolution.

Date Committee Established	February 27, 2003	Board Resolution #	RD/03/02/02 (27)
Date TOR Approved by Board	January 22, 2004	Board Resolution #	RD/04/01/20 (22)
Amendment Date		Board Resolution #	
Amendment Date		Board Resolution #	
Amendment Date		Board Resolution #	