

**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.

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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. Drayton  
Moray Stewart, Administrator

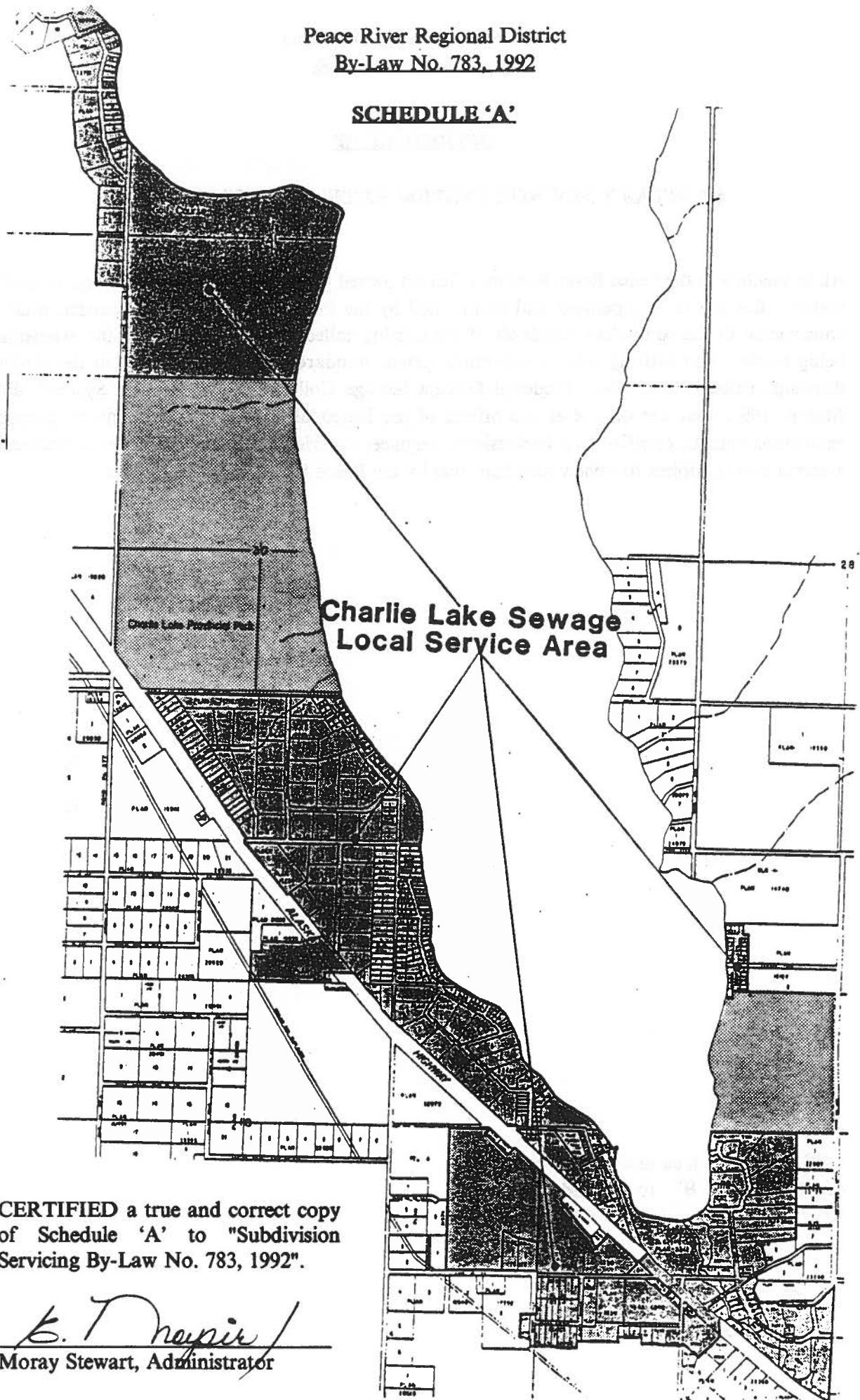
THE CORPORATE SEAL of the Peace  
River Regional District was hereto affixed  
in the presence of:

Ben Knutson  
Ben Knutson, Chairman

E. T. Drayton  
Moray Stewart, Administrator

Peace River Regional District  
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**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

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**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").

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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.

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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.

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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



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

to the Owner at:

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

Attention: \_\_\_\_\_

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.)

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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 )

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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 )

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 )

\_\_\_\_\_  
NAME

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

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

