

Corporation of the Village of Cumberland
Subdivision and Development Bylaw No. **948**, 2012

STATUS

TITLE: Corporation of the Village of Cumberland Subdivision and Development Bylaw No. 948, 2012

PURPOSE: A bylaw to regulate the subdivision and development of land within the corporate limits of the Village of Cumberland.



COUNCIL: **Date:** June 11, 2012
 Decision: Referred to Committee of the Whole meeting on July 16, 2012

COMMITTEE OF THE WHOLE: **Date:** July 16, 2012
 Decision: Discussion, minor amendments

COUNCIL: **Date:** September 10, 2012
 Decision: 1st and 2nd readings

COUNCIL: **Date:** October 9, 2012
 Decision: 3rd reading

COUNCIL: **Date:** October 22, 2012
 Decision: 4th reading & adoption

CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 948

**A bylaw to regulate the subdivision and development of land
within the corporate limits of the Village of Cumberland.**

WHEREAS Council wishes to regulate the development and subdivision of land to assist in assuring the safe, equitable, efficient, economical and orderly subdivision and development of land for the benefit of the community as a whole;

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

PART A ADMINISTRATION

1. TITLE

This bylaw may be cited for all purposes as the ‘Corporation of the Village of Cumberland Subdivision and Development Bylaw No. 948, 2012.’

2. APPLICATION

- a) This bylaw shall be applicable to all land within the municipal boundaries of the Corporation of the Village of Cumberland.
- b) Procedures and fees under which an Owner of land may apply for a subdivision of lands are set out in Schedules A and A-1 which are attached and forms part of this Bylaw.
- c) Procedures and fees under which an Owner of land may apply for a Permit to do Works in a Public Lands or Right-of-Ways are set out in Schedule B and B-1 which are attached and forms part of this Bylaw.
- d) Procedures and fees under which an Owner of land may apply to carry out Development Offsite Works and Services are set out in Schedule C and C-1 which are attached and forms part of this Bylaw.
- e) Standards for drawings for subdivision, development, and works and services are set out in Schedule D which is attached to and forms part of this Bylaw
- f) Standards for subdivision and development are set out in Schedules ‘E though H’ which are attached to and form part of this Bylaw.

3. PENALTIES AND ENFORCEMENT

- a) The Chief Administrative Officer, Corporate Officer, Approving Officer, Manager of Operations, Protective Services Manager, Village Engineer, and Building Inspector may administer and enforce this bylaw.
- b) Any person who does not comply with any provision of this bylaw commits an offence

- c) Except as otherwise provided for in this bylaw, any person who violates any provision of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses, or omits or neglects to fulfill, observe, carry-out or perform any duty or obligation imposed by this bylaw is liable on summary conviction to a penalty not exceeding \$10,000 and not less than \$1,000 in accordance with Section 263 of the *Community Charter*.

4. SEVERABILITY

If any provision of this bylaw is found invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.

5. REPEAL

The ‘Village of Cumberland Subdivision Bylaw No. 652, 1993’ and all amendments are hereby repealed upon adoption of this bylaw.

PART B	DEFINITIONS
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The context meaning of terms contained in this Bylaw and not defined herein, are to be determined in accordance with firstly, the *Land Title Act*, secondly, this Bylaw and thirdly in the ‘Corporation of the Village of Cumberland Zoning Bylaw No. 717, 1997,’ as amended from time to time and then in the Canadian Oxford dictionary.

ACCEPTANCE CERTIFICATE certifies that that Final Approval has been given for the works, the maintenance period has ended, any defects remedied, and the Village assumes ownership of the works from the Owner.

APPROVING OFFICER (AO) means the person appointed by Council to carry out the duties pursuant to the provisions of the *Land Title Act*, *Strata Property Act*, *Local Government Act*, and the *Real Estate Development Marketing Act* or the duly appointed deputy.

CHIEF ADMINISTRATIVE OFFICER (CAO) means the Chief Administrative Officer of the Village and includes anyone authorized by Council to act on his behalf.

CONSTRUCTION COMPLETION CERTIFICATE means a certificate issued by the Village of Cumberland confirming that all works and services required for the subdivision or development have been satisfactorily completed.

COORDINATING REGISTERED PROFESSIONAL (CRP) means a registered professional retained by the Owner to coordinate all design work and field reviews of the registered professionals required for the project.

COUNCIL means the Council of the Corporation of the Village of Cumberland.

CONSTRUCTION AGREEMENT (BUILDING PERMIT) means an agreement between the Village and an Owner for the completion of deficiencies for off-site works and services required for a Building Permit.

<i>CONSTRUCTION AGREEMENT (SUBDIVISION)</i>	means an agreement between the Village and the Owner for the completion of deficiencies of minor on-site and off-site works and services required for subdivision of land.
<i>DESIGN STAGE APPROVAL (DSA)</i>	means when the Village has approved the design of the works and services and is permitting construction to begin.
<i>FINAL APPROVAL</i>	means that all major works and services as described in the <i>Design Stage Approval</i> have been completed and approved, the subdivision may be registered, and the maintenance period begins.
<i>GREEN INFRASTRUCTURE</i>	<p>means engineering design that takes a “design with nature” approach, to both mitigate the potential impacts of existing and future development and growth and to provide valuable services. This includes such methods which:</p> <ul style="list-style-type: none">a) promote infiltration and and groundwater recharge such as but not limited to disconnected roof leaders, grassy swales and rain gardens;b) roadside curb cuts that direct road runoff onto grassy sales and rain gardens;c) reduce runoff and reduce/avoid the impact of peak flows such as permeable pavements, rock pits and other catch basins and detention ponds;d) conserve water such as low flow fixtures and systems for water reclamation and redistribution such as greywater systems;e) utilize alternative energy sources such as solar, wind, geothermal, energy;f) conserve energy by using thermal windows, higher R-ratings in construction, district heat distribution, sewer heat recovery and industrial heat recovery; andg) green building features.
<i>MAINTENANCE AGREEMENT</i>	means an agreement that covers the installed/constructed works for the period of time between <i>Construction Completion Certificate</i> and <i>Acceptance Certificate</i> .
<i>MMCD</i>	means the current version of the <u>Master Municipal Construction Document</u> as prepared by the Province of BC and the Master Municipal Construction Document Association.
<i>OWNER</i>	means a person registered in the land registry records as the Owner of land. For the purposes of this Bylaw, Owner includes an agent authorized in writing to act on his behalf by the registered Owner.
<i>PARTIAL CONSTRUCTION COMPLETION CERTIFICATE</i>	is issued by the Village to confirm that all works and services required for the subdivision or development have been completed, with the exception of minor deficiencies as determined by the AO.

PRELIMINARY LAYOUT REVIEW (PLR) means a step in a subdivision application process whereby the Approving Officer assesses the application material and provides a list of conditions, amendments, and studies, and reports, that if completed, may lead to Final Approval of the subdivision.

REGISTERED PROFESSIONAL (RP) means a person who is registered or licensed to practice as a professional engineer under the British Columbia *Engineers and Geoscientists Act*.

VILLAGE means, as the context requires, the Corporation of the Village of Cumberland, or the area within the boundaries of the Village of Cumberland.

VILLAGE ENGINEER means the person appointed by the Village to act as its municipal engineer.

WORKS AND SERVICES means, in general context, the water, sanitary sewer, drainage and road works and utilities, which the owner is required to provide on or off the site in relation to a subdivision , or off site related to a building permit

READ A FIRST TIME THIS	10 TH	DAY OF	SEPTEMBER,	2012.
READ A SECOND TIME THIS	10 TH	DAY OF	SEPTEMBER,	2012.
READ A THIRD TIME THIS	9 TH	DAY OF	OCTOBER,	2012.
ADOPTED THIS	22 ND	DAY OF	OCTOBER,	2012.

Mayor

Corporate Officer

Application for Subdivision

1. Application

- a) No person shall subdivide land without applying to the Approving Officer in accordance with this Bylaw.
- b) Applications for subdivision must be made a form provided by the Village together with such plans and particulars as may be required, and submitted to the Approving Officer.
- c) The application is only considered as being accepted when all the required information has been provided and fees have been paid in accordance with Schedule A-1 of this Bylaw.

2. General

These specifications apply to the design and installation of services for new subdivisions, including the design and installation of waterworks, sanitary sewers, stormwater management, streets, underground power and communications, streetlighting, and other services or structures as required to be installed by the Owner.

a) No Servicing Required

- i) Where the lot is intended for future subdivision, the AO may waive requirements of this bylaw if the Owner voluntarily registers a Covenant pursuant to s.219 of the *Land Title Act* which prohibits the construction of buildings and structures and/or the use of the lot until the requirements that would have been imposed by this Bylaw are fully provided or secured in a manner and to the extent satisfactory to the Village.
- ii) The offer of and the acceptance of the Covenant must be to the satisfaction of the Village in its sole and unfettered discretion.
- iii) For certainty, this section does not require the Village's acceptance of a Covenant and if not accepted, this section is not applicable.

b) Street Names

Street names shall be subject to approval of Council and shall be guided by the following principles:

- i) The street names in the Village have traditionally been assigned based on street names found in the Cumbria area of northern England's 'Lakes District'. This general policy has been varied in cases where a property speaks to a different historical use, such as the future street name of Nikkei Crescent, for the area that was the Japanese town (in the area currently known as Maple Street).

Schedule A

- ii) Street names should be logical, understandable, and should be designed to satisfy the needs of visitors, operators and delivery vehicles, emergency vehicles, taxis, and similar uses, and local residents. Street names that are confusing, or that sound or appear similar to existing street names within the Village or adjacent electoral areas shall be avoided.
- iii) In the case of larger subdivisions, where a number of streets are involved, consideration may be given by Council to developing a common theme which may assist in associating a street with a specific neighbourhood.

c) Compliance with Minimum Standards

Nothing contained in this bylaw binds the AO to approve a subdivision complying with the minimum requirements contained in the MMCD and this Bylaw, if, in his opinion, such minimum standards would not be adequate to accommodate the proposed use of the land or otherwise be contrary to the public interest.

3. Area and Frontage Requirements

a) Road Frontage

Each lot created must front upon an open and maintained public street right-of-way and must comply with the minimum lot frontage and a minimum lot size, as prescribed in the Village's Zoning Bylaw.

b) Frontage Exceptions

Council delegates to the AO the authority to reduce the minimum lot frontage requirements provided that one or more of the following conditions apply:

- i) where a lot features unusual terrain or configuration;
- ii) where additional street dedication is required above and beyond the streets necessary to serve the proposed lot(s);
- iii) where the street dedication would prohibit a subdivision otherwise permitted by the specified minimum lot size.

c) Panhandle Lots

The creation of panhandle lots may be considered and permitted at the discretion of the AO provided that one or more of the following apply:

- i) a parcel features unusual terrain or configuration;
- ii) the lot would allow for a more efficient land use;
- iii) the panhandle portion forms half of a complete street dedication to accommodate future subdivision of the adjacent property.

d) Cul-de-sacs

Cul-de-sac streets will be considered in compliance with Village Bylaws and policies.

Schedule A

e) No minimum Lot Size

No minimum lot size shall apply in one of the following circumstances:

- i) where a subdivision is created through the use of density bonusing provisions of section 904 of the *Local Government Act* and Village bylaws and policies;
- ii) where a subdivision is created through the use of density averaging as permitted in Village Bylaws or in the provisions of the *Strata Property Act* provided that the Owner voluntarily registers a restrictive covenant pursuant to s.219 of the *Land Title Act* which prohibits the further subdivision of any part of the land used in the averaging calculation.
- iii) where lot lines are changed or lots are consolidated to facilitate existing development or to improve a subdivision pattern, provided that:
 - 1) no additional lots are created; and
 - 2) the lots are contiguous;
- iv) where a Crown Lease is granted;
- v) where a portion of an existing parcel is physically separated from the remainder of the parcel by an existing registered right-of-way (such as a public street, logging street, railway) but shall not include areas designated as 'Return to Crown' as indicated on the registered plan. In such cases, each severed parcel may become a separate parcel subject to all other requirements for subdivision being met;
- vi) where the lot is intended for a non-sewage generating use such as utility or park, provided the Owner voluntarily registers a covenant pursuant to s.219 of the *Land Title Act* which prohibits the construction of buildings and structures of sewage-generating occupancies.

4. REQUIRED SERVICES

- a) Unless otherwise specified in this Bylaw, all new subdivisions must be provided with the following infrastructure which shall be constructed in accordance with the standards established in the MMCD, this Bylaw and with Village policies:
 - i) **Subdivision with the majority of lots less than 1.0hectare in size:**
 - 1) Community/Municipal system for the collection, treatment and disposal of wastewater.
 - 2) Community/Municipal water system.
 - 3) Onsite /Municipal stormwater management in accordance with Village bylaws and policies.
 - 4) Paved street of width and type in accordance with Village bylaws, reports, and policies.

Schedule A

- 5) Stormwater management (curbs, gutters, swales, ditches, etc.) appropriate for proposed density in compliance with Village bylaws and policies.
- 6) Sidewalks in accordance with in accordance with Village bylaws, reports, and policies.
- 7) Ornamental streetlighting
- 8) Underground hydro & communications unless otherwise approved
- 9) Where the proposed subdivision has frontage on a minor collector street or greater classification per Roads Master Plan¹, bus bays in accordance with BC Transit specifications may be required.
- 10) Proposed community mailbox(es) and access to them as required by Canada Post.

ii) Subdivision with the majority of lots more than 1.0hectare in size:

- 1) Community/Municipal system for the collection, treatment and disposal of wastewater or servicing by an onsite wastewater disposal system in accordance with the Provincial *Health Act* and applicable regulations.
- 2) Community/Municipal water system or proof of adequate onsite potable water (well)
- 3) Onsite stormwater management in accordance with Village bylaws and policies.
- 4) Paved street of width and type in accordance with Village bylaws, reports, and policies.
- 5) Overhead hydro & communications
- 6) Stormwater management (curbs, gutters, swales, ditches, etc.) appropriate for subject density in compliance with Village bylaws and policies.
- 7) Where the proposed subdivision has frontage on a minor collector street or greater classification per Roads Master Plan, bus bays in accordance with BC Transit specifications may be required.
- 8) Proposed community mailbox(es) and access to them as required by Canada Post.

¹ Roads Master Plan prepared by McElhanney Consulting Services, September 2007

Schedule A

- b) All works and services required pursuant to this Bylaw must be provided at the sole cost of the Owner unless otherwise specified in this Bylaw.

5. PRELIMINARY LAYOUT REVIEW

- a) An application for subdivision begins with consideration for Preliminary Layout Review and shall include:
 - i) The completed **application form** including authorizing signatures of the Owner and/or agent.
 - ii) **Fees** as prescribed in Schedule A-1.
 - iii) **Title search** for the subject property dated no more than 10 days prior to the date of application, with copies of all rights-of-way, easements, and restrictive covenants registered against the property. Where the property is owned by a company, a Corporate Search must be included which shows the company's principals.
 - iv) **Concept Drawings:** Three paper prints and one reduced copy (not larger than 28cm x 43cm) in accordance with Schedule D of this Bylaw.
 - vi) Completed Site Profile as in accordance with requirements of the *Environmental Management Act*; and
 - vii) The AO will advise the Owner in writing of any additional information required as necessary to completely assess the impact of a subdivision.

b) Decision

The AO will consider the subdivision application and within 60 days of receipt of a complete application he will advise the Owner in writing of the following:

- i) Requesting additional information;
- OR
- ii) Grant conditional approval to the application, described as Preliminary Layout Review Approval (PLRA) and the conditions which are required to be fulfilled in order to achieve Final Approval. The conditions of approval will include:
 - 1) That the PLRA is effective for a period of one year from the date of acceptance of the application, at which time the application is considered expired; and
 - 2) That a request for PLRA extension may be made prior to the expiry of the PLRA and the AO may extend the PLRA once only for a period of up to 365 days; and
 - 3) That PLRA is not to be construed as final approval for land registration purposes. The PLRA indicates to the applicant that upon completion of the conditions noted, the subdivision proposal can reasonably be expected to receive Final Approval.

OR

- iii) Deny the application being described as Preliminary Layout Review Not Approved (PLRNA). The letter may include:
 - 1) any application refund as applicable per Schedule A-1;
 - 2) reasons for the denial; and
 - 3) that any further applications will constitute a new application.

6. DESIGN STAGE APPROVAL (DSA)

- a) The Owner shall retain, at his expense, a Coordinating Registered Professional (CRP) whose responsibilities must include:
 - i) Designing of the required services and specifications of installation of the works and services;
 - ii) Carrying out all necessary inspections in connection with design and installation of services;
 - iv) Supervising the installation of services; and
 - v) Upon completion of the works, shall submit certified 'Record' drawings to the AO.
- b) All aspects of this work shall meet or exceed the standards in the current edition of the MMCD. If proposed works are not included in the MMCD, good engineering practice shall be used in compliance with local, Provincial, and Federal codes and standards, and shall be subject to approval by the Village.
- c) The Owner shall submit:
 - i) Peer review fee as required;
 - ii) A list of contacts to be called in the case of an emergency;
 - iii) Proof of comprehensive liability insurance as applicable as required by Section 7 of this Schedule; and
 - iv) Plan for public protection and safety measures to be undertaken as required in Section 8 of this Schedule.
- d) The design criteria contained in the MMCD or in this Bylaw shall be considered minimum standards which does not relieve any RP of any professional responsibilities as to satisfy himself as to the adequacy of his design.
- e) The Owner shall submit to the Village for approval:
 - 1) Four sets of Design Drawings as required in Schedule D of this Bylaw;
 - 2) Supporting documents for the required statutory rights-of-way, easements, and covenants for the installation of services; and

Schedule A

- 3) Such other supporting documents or information as may be required by the AO.
- f) Approval of the design shall not relieve the Owner, the CRP, trades or sub trades from obtaining such other permits, approvals, or licenses as may be required by any other statute, regulation, or Village bylaw.
- g) When DSA has been granted, one set of drawings bearing the signature of the AO will be returned to the CRP for his information.

7. INDEMNITY, INSURANCE, AND GUARANTEE

- a) The Owner will provide proof of insurance that shall save harmless and effectually indemnify the Village against:
 - i) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of any of the services proposed to be constructed;
 - ii) All expenses and costs which may be incurred by reason of the installation of the said work resulting in damage to any property owned in whole or in part by the Village or which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair, or maintain with the exception of any proven gross negligence of the Village or its servants or agents;
 - iii) 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, and for encroachments owing to errors in survey; and
 - iv) All expenses and costs which may be incurred by the Village as a result of faulty workmanship and defective material in any of the works installed by the Owner provided that such fault or defect is brought to the attention of the Owner in writing within one year of the date of the Certificate of Completion.
- b) The Owner must at his sole expense and throughout the currency of the work, carry comprehensive liability insurance in the amount of at least \$5,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 7(a) of this section and in every such policy of insurance the Village shall be named as an additional insured with proceeds payable as the interests of the Village and Owner may appear. Prior to commencement of the work the Owner shall furnish the Village with a certified copy of every policy of insurance herein required.

Schedule A

- c) The CRP must, at his sole expense and throughout the currency of the work, carry Professional Liability Insurance in the amount of at least \$1,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 7(a) of this section.

8. PROTECTION OF THE PUBLIC

- a) The Owner must provide all such barricades, lighting and signs as are necessary to protect the public while the works are being installed.
- b) In order to maintain traffic movements with the least possible inconvenience, public street right-of-ways shall not be closed to traffic unless such closure has first been approved by the Village. The Owner must construct and maintain where necessary such detours and barriers as may be required to allow the public to pass safely around the works being installed. The Owner will be required to notify the Village, the Fire Department, the RCMP, and Public Transit, each time a public street right-of-way is to be closed and when it is expected to be re-opened.
- c) The Owner shall, at his own expense, provide for the protection and uninterrupted service of all watercourses, municipal works and services, and utilities encountered during the progress of the work. The Owner shall be responsible for all costs to repair damage which may occur to any of these existing works and services, as a result his construction.

9. CONSTRUCTION AND INSPECTION

- a) No departure shall be made from the approved Design Drawings without the approval of the Village.
- b) Prior to commencing any work on the subdivision development the CRP shall submit a detailed time schedule of the works to be constructed from land clearing to completion.
- c) A copy of all approved Design Drawings other documents shall be kept on the site at all times during active construction periods.
- d) The Village shall have access to the work at all reasonable times and may observe any part of the work or materials. Such observations shall in no way relieve the Owner from any obligation under this Bylaw.
- e) The CRP shall be available on site to observe and inspect the construction of the works and to approve materials. The CRP shall submit testing reports as required to the AO who may require additional tests. The costs of such testing shall be borne by the Owner.
- f) **Street Cleaning**

During construction of the works for the subdivision, the Village may require that the streets adjacent to the site be cleaned every Friday by 3:00pm or as otherwise considered necessary, for the duration of the construction of the works. If

Schedule A

required to do so and the Owner fails to have this done, the Village may arrange for the cleaning to be done and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.

h) **Sediment Control**

If, in the opinion of the Village, there may be debris and soils entering the drainage system, the Village may install at the Owner's cost, a method of silt containment in catchbasins as required. It is the Owner's responsibility to maintain the silt containment as per the manufacturer's instructions. If the Owner fails to do so, the Village may undertake such maintenance and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.

- i) Water, sanitary sewer, and storm drainage infrastructure shall not be connected to the Village system until the installations have been inspected and tested by the CRP and approved in writing by the AO.

10. FINAL APPROVAL

- a) The as-constructed subdivision plan shall substantially conform to the approved Design Drawings. The application for Final Approval need not cover the whole project in one application, but may, if submitted in phases as in a Strata Plan or Phased Development Agreement, be submitted as separate applications covering each phase.
- b) In application for Final Approval of a subdivision, or any Phase thereof, the Owner shall submit all of the following, unless the AO, at his discretion, determines the item is not required:
- i) A **Construction Completion Certificate** (*see section 11 below*) or **Partial Construction Completion Certificate** (*see Section 12 below*) signed by the CRP which certifies that all works and services have been provided in accordance with specifications required in the PLRA and Design Stage Approval.
- ii) Where a Partial Construction Completion Certification is submitted, a Construction Agreement for the deficiencies is to be provided. This Agreement will be combined with the Subdivision Maintenance Agreement (*see section 10(b)(vii) that follows*). The Agreement is to reference the Design Drawings, identify a security amount, and set a date whereby all outstanding works and services will be completed.
- iii) The Owner shall provide:
- 1) The list of any outstanding minor deficiencies and cost estimate of same as determined by the CRP and acceptable to the AO; and

Schedule A

- 2) If applicable, a security in a form acceptable to the Village in the amount 120% of the estimated cost of any said deficiencies and shall include outstanding engineering including testing, drawings, survey costs, etc; The security is to be in a form acceptable to the Village.
- iv) With regards to the provision of drinking water, the Owner shall provide:
 - 1) If the subdivision is to be serviced by a community water system:
 - aa) approval from Vancouver Island Health Authority for community water system and
 - bb) a copy of the assurance that the water meets the Canadian Drinking Water standards; or
 - 2) If the subdivision is to be served by onsite wells:
 - aa) Proof of adequate potable water in accordance with VIHA requirements; and
 - bb) Test results confirming that water quality meets Canadian Drinking Water Standards.
- v) If the subdivision is to be serviced by on-site wastewater treatment system(s), approval for same must be received from the agency having jurisdiction.
- vi) Electrical Inspector's Certificate for Streetlighting.
- vii) A **Subdivision Maintenance Agreement** to ensure that the constructed works are functioning satisfactorily and will continue to function in accordance with the approved plans and specifications. The agreement will outline the following:
 - 1) The term of the agreement shall be one year from the date of Construction Completion Certificate unless otherwise determined by the AO; and
 - 2) A Subdivision Maintenance Security in a form acceptable to the Village in the amount of 10% of the estimated cost of construction certified by the CRP. Site clearing, grubbing, grading, or over-excavation costs are not to be included in this amount.
- viii) Confirmation of compliance with s.941 of the *Local Government Act* for the provision of parkland, as applicable.
- ix) Payment of Development Cost Charges pursuant to Village Bylaws as applicable.
- x) Payment of outstanding fees per Schedule A-1 of this Bylaw.
- xi) Confirmation of payment of property taxes and any other outstanding charges applicable to the property.

Schedule A

- xii) Three sets of paper prints of signed and sealed drawings marked ‘**As Constructed**’ or ‘**Record**’ in accordance with Schedule D.
 - xiii) Service record cards paper prints and electronically and *.pdf for each new or modified lot in the format approved by Village showing the locations of the services and utilities to each lot created or modified.
 - xiv) Two paper prints of the plan of subdivision in addition to the documents required by Land Title Office.
 - xv) Two paper prints of all statutory SRW’s, easements, charged to the Village in addition to the documents required by Land Titles Office.
 - xvi) One paper copy of all right-of-way’s, easements, (for gas, hydro, telephone, cable, etc.) for the proposed subdivision.
 - xvii) Copy of all agreements and documents, including statutory right-of-ways, covenants, agreements.
 - xviii) Infrastructure Costing document in approved format, prepared by the CRP.
 - xix) Other information as may be required by the AO.
- c) Within 30 days of the receipt of a written request for Final Approval, the AO shall:
- i) grant Final Approval, or
 - ii) notify the Owner in writing that final approval is withheld and stating the reasons. Final Approval may be withheld where:
 - 1) the required works have not been completed in accordance with the requirements of this Bylaw, other Village Bylaws or policies;
 - 2) conditions stipulated in the PLRA and Design Stage Approval have not been complied with; or
 - 3) the proposal is contrary to pertinent sections of the *Land Title Act*, *Strata Property Act*, *Local Government Act*, and the *Real Estate Development Marketing Act*; or as otherwise determined by the AO.
- d) When an application for Final Approval is submitted more than three months from the date of survey completion, the AO may require that the Owner have the surveyor certify in writing that:
- i) all posts and monuments are still in place; and
 - ii) the survey has not been affected by any intervening surveyed rights-of-way location.
- e) Final subdivision plan(s) shall be prepared by a BCLS in accordance with the requirements of the *Land Title Act*.

- f) Required documents shall be prepared by a legal representative.

11. CONSTRUCTION COMPLETION CERTIFICATE

- a) Upon completion of the all works and services, the CRP shall submit a **Construction Completion Certificate** certifying that all the required works and services have been constructed, installed and inspected in accordance with the approved Design Drawings and this bylaw, and requesting the AO's approval.
- b) The AO may inspect the completed works and services and conduct any necessary examinations to ensure that these works comply with the municipal standards specified.
- c) If the AO is not satisfied that the works comply with the approved required municipal standards specified, he will provide to the CRP with a written list which outlines the works to be rectified prior to his approval.

12. PARTIAL CONSTRUCTION COMPLETION CERTIFICATE

- a) The CRP may apply for a **Partial Construction Completion Certificate** by submitting certification and test results for installed works and requesting that outstanding minor deficient items be completed at a later date. If the AO, at his sole discretion, agrees to the request for Partial Completion, the completion date for outstanding or deficient works will be established in a Construction Agreement.
- b) Upon receipt of such application, together with all such drawings, and information required, the AO may issue a Partial Construction Completion Certificate and enter into an agreement with the Owner for the completion of the outstanding minor deficiencies.
- c) Should the outstanding works listed in the Certificate of Partial Completion not be completed and approved before the date stipulated, the AO may arrange for the works to be completed and the costs of completion shall be paid from the security funds provided by the Owner.

13. MAINTENANCE PERIOD

- a) The Maintenance Period of shall commence upon the date of the Construction Completion Certificate or Partial Construction Completion Certificate, and shall terminate upon the date of the Acceptance Certificate. The Maintenance Period shall be 365 days unless otherwise determined by the AO.
- b) The Owner shall maintain the works in good operating condition for the maintenance period. From time to time during the Maintenance Period, the AO may give notice to the Owner of any deficiencies and damage not resulting from normal wear and tear of the operation. If the damage or deficiencies are not repaired or corrected upon written notice of same from the Village, the AO may carry out the required repairs and corrections at the Owner's expense.

Schedule A

- c) The AO may, at his option, any time within the Maintenance Period, carry out such repairs and correct such deficiencies without notice to the Owner if, in the opinion of the AO, the work must be done immediately because of a hazard of any kind to the public or to ensure the proper operation of the works considered defective or damaged. The Village shall invoice the Owner for such emergency works undertaken and the Owner shall pay the invoice to the Village within 30 days of receipt. Acceptance of the subdivision will not be granted until all charges are paid in full.
- d) Not less than 30 days prior to the scheduled expiration of the Maintenance Period the CRP shall request a final inspection by the Village. Should there be deficiencies, the CRP shall state when they will be corrected and notify the Village upon their rectification. Only two inspections shall be considered part of the fees paid, and any additional inspections shall be subject to the fee as per Schedule B each payable to the Village prior to the inspection.
- e) If the Owner does not rectify all deficiencies and works within 7 working days prior to the expiration of the Maintenance Period, the Village may carry out the outstanding works, the cost of which shall be reimbursed from the maintenance security.

14. ACCEPTANCE CERTIFICATE

The AO will issue Acceptance Certificate at the end of the Maintenance Period, provided that all the deficiencies have been corrected to the satisfaction of the Village.

15. REBATE OF FEDERAL SALES TAX

After issuance of Acceptance Certificate, the Village will co-operate with the Owner by signing and certifying such documents to assist the Owner in obtaining the rebate of Federal Sales Tax on all materials used in the installation of water and/or sanitary sewer works. The Owner shall be responsible for determining from the Federal Tax department which materials are exempt from Federal Tax and how the rebate is to be claimed. No claim for payment shall be made by the Owner to the Village for loss resulting from failure on the part of the Owner to obtain a tax rebate on materials.

Schedule A-1

Subdivision Fees

	CONVENTIONAL OR STRATA	CONSOLIDATION OR LOT LINE ADJUSTMENT	PLR EXTENSION	PLR AMENDMENT	STRATA CONVERSIONS
APPLICATION FEE	\$2,200 ⬤ plus \$120 per unit/lot proposed	\$1,000 ⬤	\$250 ⬤	\$500 ⬤	\$1,000 ⬤
⬤ Plus Peer Review Fee					
<p>Payable at Design Stage Approval, the Registered Professional (RP) will provide the estimate of value of onsite and offsite works and services (not including engineering) and will submit this to the Approving Officer for his approval. If the said works are greater than \$10,000 there shall be a fee required to reimburse the Village of all costs incurred in processing the application. These items may be, but are not limited to, advice and review of: legal, engineering, environmental and architectural matters, as well as any public consultation regarding the project. The amount shall form the application "account". Staff will maintain an accounting of charges to the application, which will be provided to the payee semi-annually and upon completion or termination of the project. Funds remaining in the "account" after completion or termination of the project will be returned to the payee.</p>					
Calculation of the Peer Review fee:					
<i>The fee shall be the total of:</i>	4.5%	<i>of the works valued by the RP to be valued at:</i>	<i>First \$10,001 to \$500,000; plus</i>		
	2.5%		<i>\$500,001 to \$999,999; plus</i>		
	1.5%		<i>\$1,000,000 or more</i>		
<p>⬤ Plus additional monies will be required if the Peer Review charges exceed the Peer Review Fees paid at the time of Design Stage Approval (DSA). The payee will be advised in writing that additional monies are required and the amount will be equal to the Fee paid at DSA, unless the Approving Officer determines otherwise. The letter will include an accounting to date. Processing of the application will be suspended until this fee is paid.</p>					
<p>⬤ Plus additional administration fee of 10% of total Peer Review Fee paid to cover cost of managing account for the applicant.</p>					
<p>Inspection fee beyond the first two inspections: \$300 each upon application for any additional Final Approval and Acceptance Inspections required.</p>					
SITE PROFILE	<p>A completed "Site Profile", as required by the <i>Environmental Management Act</i> and where Schedule 2 activity of the <i>Environmental Management Act</i> is noted, the document shall be sent to the Regional Manager of the Ministry of Environment.</p>				
	\$100				
REFUND OF APPLICATION FEE	Application made, but prior to any processing taken place		Fee paid less \$250 Admin fee		
	PLR Denied		Fee paid less 30%		
	After PLR granted but prior to Construction Drawing Design Review		Fee paid less 50%		
	After Construction Design Stage Approval		None		

APPLICATION FOR A PERMIT TO DO WORKS WITHIN A PUBLIC RIGHT-OF-WAY

1. APPLICATION

- a) The CAO may issue a Permit to do Works within a Public Right-of-Way (the 'Permit') to do works or install services within a public right-of-way within the Village.
- b) An application for a Permit shall be completed upon a form provided by the Village which then shall be delivered to the Village together with such additional plans and particulars as may be required. The application is considered as being accepted when all the required information (including fees) has been received.

2. ABANDONED APPLICATION

An application which has been inactive for more than six months is deemed to be abandoned and will be closed. The Owner has the right to request that the CAO grant an extension of up to one year, and if granted additional fees apply, as noted in the following section 6.

3. APPLICATION REQUIREMENTS

- a) **Fees** as prescribed in Schedule B;
- b) **Concept Drawings and Plans:** Three paper prints and one reduced copy of plans of the required off-site or frontage works and services in accordance with Schedule D of this Bylaw.
- c) The AO will advise the Owner in writing of any additional information required as necessary to completely assess the proposed works.

4. DESIGN STAGE APPROVAL (DSA)

- a) The Owner shall retain, at his expense, a Registered Professional (RP) whose responsibilities must include:
 - i) Designing of the required services and specifications of installation of the work;
 - ii) Carrying out all necessary inspections in connection with design and installation of services;
 - ii) Supervising the installation of services, and,
 - iii) Upon completion of the works, shall submit certified 'Record' drawings to the AO.
 - iv) All aspects of this work shall meet or exceed the standards in the current edition of the MMCD. If proposed works are not included in the MMCD, good engineering practice shall be used in compliance with local, Provincial, and Federal codes and standards, and shall be subject to approval by the Village.

Schedule B

- b) The Owner shall submit:
 - i) Peer review fee as required;
 - ii) A list of contacts to be called in the case of an emergency;
 - iii) Proof of comprehensive liability insurance as applicable as required by Section 5 of this Schedule; and
 - iv) Plan for public protection and safety measures to be undertaken as required in Section 6 of this Schedule.
- c) The design criteria contained in the MMCD or in this Bylaw shall be considered minimum standards which does not relieve any RP of any professional responsibilities as to satisfy himself as to the adequacy of his design.
- d) The Owner shall submit to the Village for approval:
 - i) Two sets of Design Drawings as required in Schedule D of this bylaw;
 - ii) Supporting documents for the required statutory rights-of-way, easements, and covenants for the installation of services; and
 - iii) Such other supporting documents or information as may be required by the AO.
- e) Approval of design shall not relieve the Owner, the RP, trades or sub trades from obtaining such other permits, approvals, or licenses as may be required by any other statute, regulation, or Village bylaw.
- f) When DSA has been granted, one set of drawings bearing the signature of the AO will be returned to the RP for his information.

5. INDEMNITY, INSURANCE, AND GUARANTEE

- a) The Owner will provide proof of insurance that shall save harmless and effectually indemnify the Village against:
 - i) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of any of the services proposed to be constructed;
 - ii) All expenses and costs which may be incurred by reason of the installation of the said work resulting in damage to any property owned in whole or in part by the Village or which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair, or maintain with the exception of any proven gross negligence of the Village or its servants or agents;
 - iii) 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, and for encroachments owing to errors in survey; and

Schedule B

- iv) All expenses and costs which may be incurred by the Village as a result of faulty workmanship and defective material in any of the works installed by the Owner provided that such fault or defect is brought to the attention of the Owner in writing within one year of the date of the Certificate of Completion.
- b) The Owner must at his sole expense and throughout the currency of the work, carry comprehensive liability insurance in the amount of at least \$5,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 5(a) of this section and in every such policy of insurance the Village shall be named as an additional insured with proceeds payable as the interests of the Village and Owner may appear. Prior to commencement of the work the Owner shall furnish the Village with a certified copy of every policy of insurance herein required.
- c) The RP must, at his sole expense and throughout the currency of the work, carry Professional Liability Insurance in the amount of at least \$1,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 5(a) of this section.

6. PROTECTION OF THE PUBLIC

- a) The Owner must provide all such barricades, lighting and signs as are necessary to protect the public while the works are being installed.
- b) In order to maintain traffic movements with the least possible inconvenience, public street right-of-ways shall not be closed to traffic unless such closure has first been approved by the Village. The Owner must construct and maintain where necessary such detours and barriers as may be required to allow the public to pass safely around the works being installed. The Owner will be required to notify the Village, the Fire Department, the RCMP, and Public Transit, each time a public street right-of-way is to be closed and when it is expected to be re-opened.
- c) The Owner shall, at his own expense, provide for the protection and uninterrupted service of all watercourses, municipal works and services, and utilities encountered during the progress of the work. The Owner shall be responsible for all costs to repair damage which may occur to any of these existing works and services, as a result his construction.

7. CONSTRUCTION AND INSPECTION

- a) No departure shall be made from the approved Design Drawings without the approval of the Village.
- b) Prior to commencing any of the works, CRP shall submit a detailed time schedule of the works to be constructed from land clearing to completion.
- c) A copy of all approved drawings and other documents shall be kept on the site at all times during active construction periods.

Schedule B

- d) The Village shall have access to the work at all reasonable times and may observe any part of the work or materials. Such observations shall in no way relieve the Owner from any obligation under this bylaw.
- e) The CRP shall be available on site to observe and inspect the construction of the works and to approve materials. The CRP shall submit testing reports as required to the AO who may require additional tests. The costs of such testing shall be borne by the Owner.
- f) **Street Cleaning**
During construction of the works, the Village may require that the streets adjacent to the site be cleaned every Friday by 3:00pm or as otherwise considered necessary, for the duration of the construction of the works. If required to do so and the Owner fails to have this done, the Village may arrange for the cleaning to be done and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.
- h) **Sediment Control**
If, in the opinion of the Village, there may be debris and soils entering the drainage system, the Village may install at the Owner's cost, a method of silt containment in catchbasins as required. It is the Owner's responsibility to maintain the silt containment as per the manufacturer's instructions. If the Owner fails to do so, the Village may undertake such maintenance and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.
- i) **Connection to Municipal Services**
Water, sanitary sewer, and stormwater infrastructure shall not be connected to the Village system until the installations have been inspected and tested by the CRP and approved in writing by the AO.

8. FINAL APPROVAL

- a) In application for Final Approval of the works, the Owner shall submit all of the following, unless the AO, at his discretion, determines the item to not be required:
 - i) A **Construction Completion Certificate** (*see section 11 below*) signed by the CRP which certifies that all works and services have been provided in accordance with specifications required in the Design Drawing Approval.
 - ii) A **Construction Maintenance Agreement** to ensure that the constructed works are functioning satisfactorily and will continue to function in accordance with the approved plans and specifications. The agreement will outline the following:
 - 1) The term of the agreement shall be one year from the date of Construction Completion Certificate unless otherwise determined by the AO;

Schedule B

- 2) A Construction Maintenance Security in a form acceptable to the Village in the amount of 10% of the estimated cost of construction certified by the CRP. Site clearing, grubbing, grading, or over-excavation costs are not to be included in this amount.
- 3) A list of any outstanding minor deficiencies and cost estimate of same. If applicable, a security in a form acceptable to the Village in the amount 120% of the estimated cost of any said deficiencies.
- iv) Three sets of paper prints of signed and sealed drawings marked ‘**As Constructed**’ or ‘**Record**’ in accordance with Schedule D of this Bylaw.
- v) Other information as may be required by the AO.
- b) Within 30 days of the receipt of a written request for Final Approval, the AO shall:
 - i) grant Final Approval, or
 - ii) notify the Owner in writing that final approval is withheld and stating the reasons. Final Approval may be withheld where:
 - 1) the required works have not been completed in accordance with the requirements of this Bylaw, other Village Bylaws or policies; and
 - 2) the works are not in compliance with in the Design Stage Approval.

9. CONSTRUCTION COMPLETION CERTIFICATE

- a) Upon completion of the all works, CRP shall submit the **Construction Completion Certificate** to the AO certifying that all the required works have been constructed, installed and inspected, are in accordance with the Design Stage drawings and this bylaw, and requesting the AO’s approval.
- b) The AO may inspect the completed works and conduct any necessary examinations to ensure that these works comply with the municipal standards specified.
- c) If the AO is not satisfied that the works comply with the required municipal standards specified, he will provide to the CRP with a written list which outlines the works to be rectified prior to his approval.

10. MAINTENANCE PERIOD

- a) The Maintenance Period of shall commence upon the date of the Construction Completion Certificate and shall terminate upon the date of the Acceptance Certificate. The maintenance period shall be 365 days unless otherwise determined by the AO.

Schedule B

- b) The Owner shall maintain the works in good operating condition for the maintenance period. During the Maintenance Period, the AO may give notice to the Owner of any deficiencies and damage not resulting from normal wear and tear of the operation. If the damage or deficiencies are not repaired or corrected upon written notice of same from the Village, the AO may carry out the required repairs and corrections at the Owner's expense.
- c) The AO may, at his option, any time within the Maintenance Period, carry out such repairs and correct such deficiencies without notice to the Owner if, in the opinion of the AO, the work must be done immediately because of a hazard of any kind to the public or to ensure the proper operation of the works considered defective or damaged. The Village shall invoice the Owner for such emergency works undertaken and the Owner shall pay the invoice to the Village within 30 days of receipt. Acceptance of the subdivision will not be granted until any charges are paid in full.
- d) Not less than 30 days prior to the scheduled expiration of the Maintenance Period the CRP shall request a final inspection by the Village. Should there be deficiencies, the CRP shall state when they will be corrected and notify the Village upon their rectification. Only two inspections shall be considered part of the fees paid, and any additional inspections shall be subject to the fee as per Schedule B each payable to the Village prior to the inspection.
- e) If the Owner does not rectify all deficiencies and works within 7 working days prior to the expiration of the Maintenance Period, the Village may carry out the outstanding works, the cost of which shall be reimbursed from the maintenance security.

11. ACCEPTANCE CERTIFICATE

The AO will issue Acceptance Certificate at the end of the Maintenance Period, provided that all the deficiencies have been corrected to the satisfaction of the Village.

Schedule B-1

Fees

Description	Fee
Permit to do Works within a Street Right-of-Way	\$250
<p>⊕ Plus a fee to reimburse the Village (at cost) for items, such as but not limited to review and advice on: legal, engineering, environmental and architectural matters, as well as any public consultation regarding the project. The applicant will be advised in writing of the amount outstanding and will be provided with an accounting of the costs incurred. Payment of these fees will be a condition that will be met prior to granting the permit.</p>	
Extension to application	\$100 per extension request
Renewal to permit	\$100
Amendment to permit	\$100
Refunds of application fees	None
<p>⊕ Plus additional administration fee of 10% of total Peer Review Fee paid to cover cost of managing account for the applicant.</p>	

Development Offsite Works and Services

1. PURPOSE

As a condition of the issuance of a Building Permit on a site being developed but not subdivided pursuant to any statute or regulation, the Village may require the Owner at his sole expense, to provide off-site works and/or services pursuant to s.938 of the *Local Government Act*.

2. INTENT OF THIS SECTION

These specifications and requirements apply to the design and installation of offsite works and services necessary to provide services to a development. They apply to the design and installation of off-site waterworks, sanitary sewers, stormwater management, streets, sidewalks, and other works and services which the Owner is required to provide.

3. EXEMPTIONS

The requirements in this section do not apply where any one of these conditions apply:

- a) The construction value of the proposed development does not exceed \$100,000;
- b) The construction value is for the lesser of, an addition to an existing building of less than 10% of the original building or the gross floor area of less than 100.0metres² (1,076.4feet²);
- c) The construction value will result in an increase of less than three residential units; or
- d) The construction will consist only of non-structural renovations related to an existing use.

4. NOTIFICATION & APPROVAL OF NECESSARY WORKS

- a) The Village shall inform the Owner that off-site works and services are required for their development and that the following is required:
 - i) Fees as prescribed in Schedule C-1;
 - ii) Four sets of Design Drawings as required in Schedule D of this Bylaw;
 - iii) Supporting documents for any existing or required statutory rights-of-way, easements, and covenants for the installation of services;
 - iv) Such other supporting documents or information as may be required by the AO;
 - v) A list of contacts to be called in the case of an emergency;
 - vi) Proof of comprehensive liability insurance as applicable as required by Section 5 of this Schedule; and

Schedule C

- vii) Plan for public protection and safety measures to be undertaken as required in Section 6 of this Schedule.
- b) The Owner shall retain, at his expense, a Registered Professional (RP) whose responsibilities must include:
 - i) Designing of the required services and specifications of installation of the work;
 - ii) Carrying out all necessary inspections in connection with design and installation of services;
 - iv) Supervising the installation of services, and
 - v) Upon completion of the works, shall submit certified 'Record' drawings to the AO.
- c) All aspects of these works shall meet or exceed the standards in the current edition of the MMCD. If proposed works are not included in the MMCD, good engineering practice shall be used in compliance with local, Provincial, and Federal codes and standards, and shall be subject to approval by the Village.
- d) The design criteria contained in the MMCD or in this Bylaw shall be considered minimum standards, and this does not relieve any RP of any professional responsibilities as to satisfy himself as to the adequacy of his design.
- e) Approval of design shall not relieve the Owner, the RP, trades or sub trades from obtaining such other permits, approvals, or licenses as may be required by any other statute, regulation, or Village bylaw.
- f) When the design of the works has been approved by the Village, one set of drawings bearing the signature of the Village Engineer will be returned to the RP for his information.
- g) Offsite works and services on Village property or right-of-way requires a Permit to do Works Within a Public Right-of-Way as per Schedule B of this Bylaw.

5. INDEMNITY, INSURANCE, AND GUARANTEE

- a) Where the Owner is to provide services on or to the land in accordance with this bylaw, the Owner will provide proof of insurance that shall save harmless and effectually indemnify the Village against:
 - i) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of any of the services proposed to be constructed;

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- ii) All expenses and costs which may be incurred by reason of the installation of the said work resulting in damage to any property owned in whole or in part by the Village or which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair, or maintain with the exception of any proven gross negligence of the Village or its servants or agents;
 - iii) 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, and for encroachments owing to errors in survey; and
 - iv) All expenses and costs which may be incurred by the Village as a result of faulty workmanship and defective material in any of the works installed by the Owner provided that such fault or defect is brought to the attention of the Owner in writing within one year of the date of the Certificate of Completion.
- b) The Owner must at his sole expense and throughout the currency of the work, carry comprehensive liability insurance in the amount of at least \$5,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 5(a) of this section and in every such policy of insurance the Village shall be named as an additional insured with proceeds payable as the interests of the Village and Owner may appear. Prior to commencement of the work the Owner shall furnish the Village with a certified copy of every policy of insurance herein required.
 - c) The CRP must, at his sole expense and throughout the currency of the work, carry Professional Liability Insurance in the amount of at least \$1,000,000 with insurance companies licensed to carry on business in the Province of BC in partial discharge of its obligation under Clause 5(a) of this section.

6. PROTECTION OF THE PUBLIC

- a) The Owner must provide all such barricades, lighting and signs as are necessary to protect the public while the works are being installed.
- b) In order to maintain traffic movements with the least possible inconvenience, public street right-of-ways shall not be closed to traffic unless such closure has first been approved by the Village. The Owner must construct and maintain where necessary such detours and barriers as may be required to allow the public to pass safely around the works being installed. The Owner will be required to notify the Village, the Fire Department, the RCMP, and Public Transit, each time a public street right-of-way is to be closed and when it is expected to be re-opened.

Schedule C

- c) The Owner shall, at his own expense, provide for the protection and uninterrupted service of all watercourses, municipal works and services, and utilities encountered during the progress of the work. The Owner shall be responsible for all costs to repair damage which may occur to any of these existing works and services, as a result his construction.

7. CONSTRUCTION AND INSPECTION

- a) No departure shall be made from the approved design without the approval of the Village.
- b) Prior to commencing any work on the subdivision development the RP shall submit a detailed time schedule of the works to be constructed from land clearing to completion.
- c) A copy of all approved drawings and other documents shall be kept on the site at all times during active construction periods.
- d) The Village shall have access to the work at all reasonable times and may observe any part of the work or materials. Such observations shall in no way relieve the Owner from any obligation under this bylaw.
- e) The CRP shall be available on site to observe and inspect the construction of the works and to approve materials. The RP shall submit testing reports as required to the AO who may require additional tests. The costs of such testing shall be borne by the Owner.

f) Street Cleaning

During construction of the works for the subdivision, the Village may require that the streets adjacent to the site be cleaned every Friday by 3:00pm or as otherwise considered necessary, for the duration of the construction of the works. If required to do so and the Owner fails to have this done, the Village may arrange for the cleaning to be done and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.

g) Sediment Control

If, in the opinion of the Village, there may be debris and soils entering the drainage system, the Village may install at the Owner's cost, a method of silt containment in catchbasins as required. It is the Owner's responsibility to maintain the silt containment as per the manufacturer's instructions. If the Owner fails to do so, the Village may undertake such maintenance and the cost for same will be immediately payable by the Owner to the Village upon presentation of the invoice. Final Approval may be withheld if these amounts are not paid.

- h) Underground services shall not be allowed to operate as part of the Village system until the installation(s) has/have been inspected and tested by the CRP and approved in writing by the AO.

8. FINAL APPROVAL

- a) The works as-constructed shall substantially conform to the approved Design Drawings.
- b) In application for Final Approval, the Owner shall submit all of the following, unless the Village Engineer, at his discretion, determines the item to not be required:
 - i) A **Construction Completion Certificate** (*see section 9 below*) signed by the CRP which certifies that all works and services have been provided in accordance with specifications required at Design Stage Approval.
 - ii) The Owner shall provide:
 - 1) A list of any outstanding **minor** deficiencies and paving and cost estimate of same; and
 - 2) If applicable, a security in a form acceptable to the Village in the amount 120% of the estimated cost of any said deficiencies.
 - iii) A **Maintenance Agreement** to ensure that the constructed works are functioning satisfactorily and will continue to function in accordance with the approved plans and specifications. The Agreement will outline the following:
 - 1) The term of the agreement shall be one year from the date of Construction Completion Certificate unless otherwise determined by the AO; and
 - 2) A Maintenance Security in a form acceptable to the Village in the amount of 10% of the estimated cost of construction certified by the CRP. Site clearing, grubbing, grading, or over-excavation costs are not to be included in this amount.
 - iv) Payment of outstanding fees per Schedule C-1 of this Bylaw.
 - v) Three sets of paper prints of signed and sealed drawings marked '**As Constructed**' or '**Record**' in accordance with Schedule D of this Bylaw within 60 days of the date of the Construction Completion Certificate.
 - vi) Infrastructure Costing Summary Asset (as applicable) information in approved format.
 - vii) Other information as may be required by the AO.

9. CONSTRUCTION COMPLETION CERTIFICATE

- a) Upon completion of the all works and services, the CRP shall submit the **Construction Completion Certificate** to the AO certifying that all the required works and services have been constructed, installed and inspected, are in accordance with the approved Design Drawings and this bylaw, and requesting the AO's approval.

Schedule C

- b) The AO may inspect the completed works and conduct any necessary examinations to ensure that these works comply with the municipal standards specified.
- c) If the AO is not satisfied that the works comply with the required municipal standards specified, he or she will provide to the CRP with a written list which outlines the works to be rectified prior to his approval.

10. MAINTENANCE PERIOD

- a) The Maintenance Period shall commence upon the date of the Construction Completion Certificate, and shall terminate upon the date of the Acceptance Certificate. The maintenance period shall be 365 days unless otherwise determined by the AO.
- b) The Owner shall maintain the works in good operating condition for the maintenance period. From time to time during the Maintenance Period, the AO may give notice to the Owner of any deficiencies and damage not resulting from normal wear and tear of the operation. If the damage or deficiencies are not repaired or corrected upon written notice of same from the Village, the AO may carry out the required repairs and corrections at the Owner's expense.
- c) The AO may, at his option, any time within the Maintenance Period, carry out such repairs and correct such deficiencies without notice to the Owner if, in the opinion of the AO, the work must be done immediately because of a hazard of any kind to the public or to ensure the proper operation of the works considered defective or damaged. The Village shall invoice the Owner for such emergency works undertaken and the Owner shall pay the invoice to the Village within 30 days of receipt. Acceptance of the subdivision will not be granted until any charges are paid in full.
- d) Not less than 30 days prior to the scheduled expiration of the Maintenance Period the CRP shall request a final inspection by the Village. Should there be deficiencies, the CRP shall state when they will be corrected and notify the Village upon their rectification. Only two inspections shall be considered part of the fees paid, and any additional inspections shall be subject to the fee as per Schedule B each payable to the Village prior to the inspection.
- e) If the Owner does not rectify all deficiencies and works within 7 working days prior to the expiration of the Maintenance Period, the Village may carry out the outstanding works, the cost of which shall be reimbursed from the maintenance security.

11. ACCEPTANCE CERTIFICATE

The AO will issue Acceptance Certificate at the end of the Maintenance Period, provided that all the deficiencies have been corrected to the satisfaction of the Village.

Development Offsite Works and Services Fees

APPLICATION FEE	\$500*
* Plus PEER REVIEW FEE	
<p>The applicant shall be required to reimburse the Village of all costs incurred in processing the application. These items may be, but are not limited to review and advice on: legal, engineering, environmental and architectural matters, as well as any public consultation regarding the project. Staff will maintain an accounting of charges to the application, which will be provided to the payee semi-annually and upon completion or termination of the project. Final Approval of the works shall be withheld until this fee is paid.</p>	
INSPECTION FEE BEYOND THE FIRST TWO INSPECTIONS:	\$100 upon application for any additional Final Approval and Acceptance Inspections required.
* Plus additional administration fee of 10% of total Peer Review Fee paid to cover cost of managing account for the applicant.	

DRAWINGS STANDARDS

PART A GENERAL REQUIREMENTS

1. Maximum drawing size shall be 610mm x 915mm (24" X 36").
2. The Village's Drawings and CAD Standards are based on the current versions of the industry standard software by AutoDesk: AutoCAD 3D, Land Desktop and Civil Design.
3. All drawings shall be metric. Drawing scales and dimensions shall be shown on all drawings.
4. The drawings shall be neat and legible with adequate clearance margins between the drawing information and the title block border. Notes and text shall locate and describe the proposed works in sufficient detail to facilitate construction. Limits of construction and match lines shall be clearly marked on the drawing.
5. North arrow shall be oriented as close as possible in the two northerly quadrants.
6. Lettering shall be to Leroy metric heights and widths. The minimum height of lettering for proposed works is 2.5mm and for existing structures is 1.8mm. Vertical upper case lettering is preferred. Lettering shall be unobstructed by linework and other drawing information. Conflicts between linework, symbols, dimensioning or text shall be removed.
7. All elevations shown on drawings shall be metric geodetic datum. The source and location of the datum shall be clearly noted on each drawing.
8. The drawing title block shall include the project name, project location, type of drawing (i.e. Site Plan) and registered professional's name and/or company name and logo, drawing scale, and revision number.
9. Plan and Profile drawings shall be to the following scales unless otherwise approved:
Horizontal - 1:500 (for simple, one-utility drawings or pavement / signage drawings only) or 1:250 (for all other drawings)
Vertical - 1:50
10. All drawings shall bear the dated stamp/seal and signature of the professional engineer responsible for the design.
11. Numerical values shown on the construction drawings shall be shown to two decimal places unless accuracy warrants otherwise.
12. All works and services shown on drawings shall be prepared by an RP, designed and constructed as specified in the MMCD or as specified herein.
13. Drawings shall contain all cadastral information including property, covenanted areas, right-of-way and easement lines and dimensions in sufficient detail to relate design to surrounding and adjacent properties.

PART B DRAWING PACKAGES

1. Concept Drawings

When required to submit ‘Concept Drawings’, these shall comprise of a paper print(s) (60cm X 91cm) and a reduced copy (not larger than 28cm x 43cm) containing the following information:

- a) Site plan in accordance with Part C(1) of this section;
- b) Conceptual site grading;
- c) Conceptual site servicing which includes calculations of sanitary sewer, water, stormwater (I&I) loads on the municipal systems by a registered professional; and
- d) Proposed parks, trails and open spaces (as applicable).

2. Design Drawings

When required to submit “Design Drawings”, these shall comprise of paper print(s) (60cm X 91cm) and a reduced copy (not larger than 28cm x 43cm) containing the following information:

- a) Site plan which outlines the final arrangements of all lots (proposed and remaining), including the area of each lot together with dimensions, and a number assigned to each lot;
- b) A Drawing Index shall be provided and include the drawing titles and sheet numbers;
- c) A Key Plan to a small scale (e.g., 1:10,000), showing the location of the works in relation to major streets, shall be provided in the upper right-hand section of the drawing sheet;
- d) Plan and profile for streets, lanes, walkways, bike paths, easements and statutory right-of-ways (SRW), existing and proposed, including the lengths and widths of same and any street modifications and proposed offsite work;
- e) Final site grading plans showing MBFE elevations and topographic intervals of at least 1.0metre contours where grades do not exceed 10%, and where they do exceed 10%, contours of 2.0metre intervals shall be provided, as well as Geodetic elevations;
- f) Plan and profile for sanitary sewers and watermains will include the servicing with the required infrastructure and will include (as applicable) the location and sizes of on-site septic disposal areas and wells as applicable which shall include calculations of system capacity and pipe loading to support the design(s);
- g) Plan and profile for sanitary and storm sewers for common trench designs;
- h) Proposed streetlighting, hydro, gas, and communications;
- i) Proposed signage and pavement marking;

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- j) Parks, trails and open spaces to be dedicated as applicable;
- k) Landscaping and street tree planting plan, cost estimates and locations as applicable;
- l) Locations of community mailbox(es) and access to them as required and approved by Canada Post;
- m) Erosion and sediment control features to accommodate both the anticipated construction on the lands and the build-out phases of the subdivision;
- n) Drawing Notes:
The following notes shall be shown on or either the site plan the first drawing of the set:
 - i) “Connection to, or alteration of, existing Village-owned utilities, requires authorization by the Village Engineer.”
 - ii) “A ‘Permit to do Works Within a Village Right-of-Way’, will be required where construction is to be undertaken in Village right-of-ways and/or on Village owned utilities or properties.” ;
 - iii) “Upon approval of the permit the Village’s Public Works Dept shall be notified 48 hours prior to commencement of work.”; and
- o) Additional plans showing any special details and cross sections as detailed by the Approving Officer.

3. Record Drawings

Drawings are required after construction is completed and these can be referred to as ‘As-Constructed’ or ‘Record’ drawings. In the case of providing this type of drawing set, the following shall be provided, unless directed by the AO:

- a) Three paper prints of drawings marked ‘**Record**’ or ‘**As-Constructed**’, signed and sealed by the CRP;
- b) One reduced copy of the drawings (28cm x 43cm);
- c) One electronic copy the drawing set in CAD and *.pdf format;
- d) Service connection cards (as applicable) of each lot created, on cardstock in the approved format.
- e) These drawings, complete with the same detail of the Design Drawings, shall include:
 - i) Site plan, including the area of each lot together with dimensions, and a number assigned to each lot;
 - ii) Drawing Index shall be provided and include the drawing titles and sheet numbers;

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- iii) A Key Plan to a small scale (e.g., 1:10,000), showing the location of the works in relation to major streets, shall be provided in the upper right-hand section of the drawing index;
 - iv) Constructed streets, lanes, walkways, easements and statutory right-of-ways (SRW), including the lengths of all property boundary lines and arcs, the width of streets, walkways and easements and SRW, including the street modifications and any proposed offsite work;
 - v) Final site grading plans showing MBFE elevations and topographic intervals of at least 1.0metre contours where grades do not exceed 10%, and where they do exceed 10% contours of 2.0metre intervals shall be provided, as well as Geodetic elevations;
 - vi) Constructed water, sanitary sewer, storm drainage servicing with the required infrastructure and as applicable, will include the location and sizes of on-site septic disposal areas and potable water wells;
 - vii) Plan and profile for sanitary and storm sewers for common trench designs;
 - viii) Constructed street lighting, hydro, telephone, cablevision and gas;
 - ix) Streetlighting design summary sheet as applicable;
 - x) Installed signage and pavement markings;
 - xi) Dedicated parks, trails and open spaces as applicable;
 - xii) Landscaping and street tree planting plan, cost estimates and locations as applicable;
 - xiii) Locations of community mailbox(es) and access to them as required and approved by Canada Post; and
 - xiv) Erosion and sediment control features accommodating the build-out phases (as applicable) of the development.
- q) Additional plans showing any other information previously requested by the AO.
- r) **Drawing Notes**

The following notes shall be shown on or either the site plan or the first drawing of the set:

- i) “Connection to, or alteration of, existing Village-owned utilities, requires authorization by the Village Engineer.”
- ii) “A Permit to do Works Within a Village Right-of-Way, will be required where construction is to be undertaken in Village right-of-ways and/or on Village owned utilities or properties. Upon approval of the Permit, the Village’s Public Works Dept shall be notified 48 hours prior to commencement of work”

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PART C SITE PLAN

The following shall be shown in addition to the information required in section Parts A and B of this schedule:

1. The Site Plan shall be to a scale of not less than 1:1000.
2. The following existing and proposed information shall be shown on the Site Plan:
 - a) Arrangements of all lots (proposed and remaining), including the area of each lot together with dimensions, and a number assigned to each lot
 - b) The size and location of all existing buildings and structures on the lot(s) with measurements to the existing and proposed lot lines;
 - c) The location and dimensions of any existing and proposed public street right-of-ways, public access, street, lane, walkway, trail, or park on or adjacent to the subject property(ies).
 - d) Significant physical features, all watercourses and wetlands, and any Sensitive Ecosystem Information (SEI) according to Provincial mapping;
 - e) Topographic contours where grades:
 - i) Are less or equal to 10%, contour lines will be at 1.0metre intervals; or
 - ii) Are more than 10% contour lines will be at 2.0metre intervals.

PART D PLAN AND PROFILE DRAWINGS - GENERAL

The following shall be shown in addition to the information required in section Parts A and B of this schedule. Each base plan and profile shall include, but not be limited to, the following information:

1. Plan and profile drawings shall be drawn with the profile on the bottom of the drawing sheet, lined up under the plan if possible. Utility and street stationing, inverts and material and grade information shall be located across the bottom of the profile.
2. Existing and proposed pavement, curbs, sidewalks, ditches, driveways, lanes, retaining walls, buildings, trees and shrubs within the right-of-way. Note significant trees on and within 5.0metres of any of these rights-of-way.
3. All existing and proposed above and below ground utilities and services (with offsets, elevations, size, age and material type and as-built references) including but not limited to the following:
 - a) sanitary sewers, storm sewers, watermains and appurtenances;
 - b) streetlight poles, conduit and appurtenances;
 - c) hydro poles and/or underground wiring ducts and appurtenances;
 - d) above ground communications appurtenances;
 - e) underground communications wiring ducts and appurtenances;
 - f) gas mains and appurtenances;
 - g) traffic control devices, poles, conduits, signs and painting; and
 - h) irrigation systems.

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4. Benchmark elevation, identification number and location shall be shown in the 'Reference data' section of each title block.
5. Right-of-way and/or street centreline stationing shall be to metric standards (0+000) at 20.0metre intervals and shall be related geometrically to legal property lines or survey monuments. Stationing shall run left to right where possible and upstream on gravity pipes.
6. Where possible, plan views shall be horizontal across the drawing sheet, and shall be aligned vertically by centre line stationing with the profile view below.
7. Profile elevations shall be placed at both sides of the profile. Split profiles must show elevations on both sides of the break.

PART E ROADS DRAWINGS

The following shall be shown in addition to the information required in section Parts A and B of this schedule:

1. All proposed road works, complete with offsets from street centerline, including pavement, curbs, sidewalks, and poles.
2. Stations of the BC & EC of street centreline and curb return horizontal curves together with the curve information including delta angle, radius, tangent length and arc length.
3. Details of intersections with spot elevations at all critical points including grades and elevations of curb returns.
4. Catchbasin rim elevations and stations related to street centerline drainage, including lead locations to main, lead diameters and material in a table.
5. Existing ground profile and finished pavement profile along the pavement centerline.
6. Crossfall or crown information with gutter elevations at change points.
7. Proposed street centreline grade.
8. Stations and elevations of BVC, EVC, and VPI.
9. Vertical curve information including the length of curve and sag or crest K value, where K equals the length of the vertical curve in metres divided by the algebraic difference in grades, percent.
10. Elevations along the vertical curve at 10.0metre intervals.
11. Elevation and station of low and high spots of vertical curves.
12. Where there is an elevation difference of more than 1.2metres from the design street centre line to a suitable building site on the adjacent parcel, driveway grades and profiles.
13. Where only a half street is being constructed, full width design cross-sections shall be provided as required to ensure the design suits the future development of adjacent properties.

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14. Typical street cross-section showing right-of-way width, proposed street design structure, pavement width, sidewalks, curbs, underground utilities, hydro, power and streetlight poles, hydrants and their related offsets.
15. Proposed and existing monument with label (note: no monuments shall be destroyed during construction).
16. Additional design details as required.
- 17. Signage and Pavement Markings**

A separate plan shall be prepared in all cases for street surface works. This plan shall detail all eradications, alterations, additions and new regulatory and advisory signage and line painting. The design shall conform to MMCD and Village installation requirements. The following information shall be shown:

- a) Dimensions, lengths and colour of proposed lane or curb markings, medians and cross walks;
- b) Dimensioned location and type of new or relocated signs as well as type of new, removed or relocated signs, including a sign inventory table.
- c) The plan shall be to a scale of 1:1000 or 1:500.
- d) For drawing clarity show curb locations only. Do not show utilities, legal information or addresses.

PART E STORM AND SANITARY SEWER DRAWINGS

The following shall be shown in addition to the information required in Parts A and B of this schedule:

1. Include common trench designs on the same construction drawing.
2. All proposed storm and sanitary works including manholes, drop pipes, cleanouts, catchbasins, inlet/outlet structures, pipe work, ditches, culverts, inspection chambers, services and wyes, complete with offsets, rim elevations, stations related to the street centreline, and pipe inverts at manholes and pipe grade breaks.
3. Existing ground profile and finished ground or pavement profile along the centerline of the proposed sewer.
4. Distance between manholes with proposed grade of pipe.
5. Stations and elevations of the BC, and EC of all horizontal curves with the curve information including delta angle, radius, tangent length and arc length.
6. Stations and elevations of BVC, EVC and VPI.
7. Vertical curve information including the length of vertical and maximum pipe deflection.
8. Size, type and class of pipe.
9. Existing or proposed pipe crossings to be shown in profile and to include pipe inverts.

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10. Proposed inverts and offset locations to property line of service connections at property lines. Offset distance to include prefix “S” for sanitary and “D” for storm, (i.e. S 2.4m or D 3.0m).
11. Location of existing buildings on properties served by storm and sanitary sewers.
12. Basement elevations for existing buildings.
13. Elevation of existing ground at the lowest point on the proposed lot.
14. Routing of all major storm flows including the 100-year storm with minimum basement floor elevations provided for properties with the potential to be affected by the major storm flows.
15. Materials, types, size, inverts and flow direction to be shown for all proposed and existing culverts.
16. Additional design details as required.

PART F WATER SYSTEM DRAWINGS

The following shall be shown in addition to the information required in Parts A and B of this schedule:

1. All proposed waterworks including size, type and class of pipe, hydrants, valves, joint restraints, fittings and all related appurtenances with offsets and stationing related to street centreline.
2. Locations of proposed service connections including an offset distance from an iron pin or lot corner. Offset distance to include the prefix “W” (i.e. W 1.2m).
3. Existing ground profile and finished ground or pavement profile, and invert profile along the centerline of the proposed watermain.
4. All other service crossings to be shown in profile (e.g., sewer mains, gas mains, etc.).
5. Extent of work required in making the connection to existing watermains.
6. If the proposed watermain alignment or profile varies from the street centreline, the following shall be provided:
 - a) stations of the BC and EC of horizontal curves together with curve information including delta angle, radius, tangent length and arc length;
 - b) stations and elevations of the BVC, EVC and VPI of vertical curves together with curve information including curve length and maximum pipe deflection required;
 - c) elevations along vertical curves at 10.0metre intervals; and
 - d) proposed grades.
7. Pipes requiring joint restraints shall be shaded, labeled and dimensioned from adjacent fitting showing the length of pipe requiring restraint.
8. Additional design details as required.

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**PART G STREETLIGHTING,
HYDRO, NATURAL GAS, AND COMMUNICATIONS**

1. The following information shall be shown in addition to the information required for the plan view in Parts A and B of this schedule:
 - a) pole, conduit and appurtenances locations with offsets and stationing related to street centerline;
 - b) size, type, and class of conduits;
 - c) schematics of wiring details for streetlights and traffic signals; and
 - d) details of detector loops and all other wiring circuits on traffic signals.
2. Streetlights shall be numbered and pertinent information shall be shown (i.e. wattage, lamp type, pole height and location)
3. The plan shall be to a scale of 1:1000 or 1:5000.

PART H DETAIL SHEET AND CROSS-SECTIONS

1. Where there is not sufficient room on the plan and profile drawings, design details for the particular drawing may be provided on a separate sheet.
2. Scale shall be determined by the designer to suit the design detail, and shall be included on the detail drawing.
3. Where street cross-sections are required they may be provided on a separate sheet.
4. Cross-sections shall be to a scale of 1:250 (H) to 1:50 (V) unless otherwise approved.
5. Starting at the lower left hand corner of the drawing sheet, cross-sections shall be placed up the sheet in order of increasing stationing. Grid elevations shall be shown at the left hand side of each cross-section and stationing shall be shown above each cross-section. Adequate space shall be left between cross-sections so as to ensure clarity.
6. Cross-sections shall include:
 - a) Design street cross-section within the right-of-way; and
 - b) Existing ground cross-section extending into the adjacent properties as required.

PART I LANDSCAPE, STREET TREE AND IRRIGATION PLANS

1. All landscape-related plans required under this section shall be undertaken by a Landscape Architect registered with the British Columbia Society of Landscape Architects (BCSLA).
2. The landscape architect shall coordinate the landscape design with existing or proposed landscape on private property fronting the street, so as avoid over planting or conflicts with sight distance, existing trees, or buildings.
3. The following information shall be shown in addition to the information required for the plan view in Parts A through B of this Schedule:
 - a) Sight distance triangles at intersections;

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- b) Proposed slopes steeper than 3:1 to be indicated with slope direction arrow and slope ratio, contours and/or top and bottom of slope lines and elevations;
 - c) Proposed tree locations showing trunk center and approximate canopy spread at 15 years of age;
 - d) Location of all shrub and groundcover beds and grass areas;
 - e) Extent of proposed decorative paving and/or street furnishings; and
 - f) Plant labels and an associated plant list which indicates quantity, scientific name, common name, plant size, condition (e.g. container or B&B), spacing and comments.
4. A typical right-of-way cross section drawing indicating the relationship of all plantings to overhead, above-ground and below-ground utilities, and pavement and other structures shall be referenced and shown on the landscape plan or, if there is insufficient room, on a details and cross-section sheet.
5. Typical tree, shrub and groundcover cross section planting details shall be referenced to specific Village requirements, or if alternate details are proposed, these shall be included on the landscape plans.
6. Where required by the AO, an irrigation plan shall be produced, using the same base information, which shows:
- a) Location of all heads, emitter devices and driplines; lateral and mainline pipe locations and sizes; sleeves; valve sizes and locations; and location of backflow prevention device and water service connection;
 - b) An irrigation equipment legend, and schedule of hydraulic data in metric to include flow and precipitation rate for each valve zone;
 - c) Water service/backflow prevention connection detail, valve and head installation details including all equipment, fittings and related valve boxes, by reference to Village standards or if an alternative is proposed, by details shown on the landscape plans.

DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

1. GENERAL

- a) Design shall meet or exceed the standards in the current edition of the MMCD Design Guideline Manual, and construction of all works under this bylaw shall comply with MMCD Volume II Platinum Edition 2009 or the most current edition.
- b) If proposed works are not included in the MMCD, good engineering practice shall be used in compliance with local, Provincial, and Federal codes and standards, and shall be subject to approval by the Village.
- c) Consideration should be given to the use of “green infrastructure” in developing lands within the Village. The Application Fee as required in Schedules A-1, B-1, and C-1 may be reduced by 5%, up to a maximum reduction of \$500, where the owner applies to use “green infrastructure” alternatives certified by a registered professional which exceeds MMCD performance standards for water conservation, stormwater management, and energy conservation.

2. EXCESS OR EXTENDED SERVICES

For purpose of determining excess or extended services in accordance with section 939 of the *Local Government Act*, minimum sizes of pipe and appurtenances must be greater than the following:

Water Mains	250mm
Sanitary Sewer Mains	250mm
Storm Drains	300mm.

3. APPROVED PRODUCTS LIST

For works that are to be constructed and assumed by the Village, products used in the construction of these works shall comply with the Village’s Approved Products List as provided and as amended from time to time.

4. ROAD SPECIFICATIONS

Further to 1(c) above, consideration should be given to ensure that standards and design of subdivision and development prioritize pedestrian, cyclist, transit routes, and traffic calming where necessary.

HYDRO, NATURAL GAS, COMMUNICATIONS, AND STREETLIGHTING SPECIFICATIONS & STANDARDS

1. GENERAL

The Owner shall be responsible for:

- a) making all necessary arrangements with the agency responsible for the supply and installation of materials as between the parties and for scheduling of the work; and
- b) preparing and providing engineered drawing(s) to relevant utilities which includes detailed layout and design of the necessary works.

2. HYDRO

Underground or overhead electrical power shall be provided in accordance with design requirements of BC Hydro. Ornamental streetlighting shall include all service wiring, bases, poles, luminaires, lamps, photocells, control equipment, and all related appurtenances.

3. NATURAL GAS

Provision shall be made for the installation of natural gas where applicable.

4. COMMUNICATIONS

Provision shall be made for the underground or overhead installation of any communication facilities (cable, telephone) where applicable.

5. STREETLIGHTING

Provision shall be made for streetlighting where required by the AO and shall meet or exceed the standards set in ISO certification.

STREET TREES & LANDSCAPING

1. STREET TREES

- a) Plans shall be in compliance with Schedule D attached.
- b) Street trees shall be required as a condition of subdivision.
- c) Street trees may be required for infill subdivision if the infill comprises part or all of a street section between two intersecting streets (e.g. a Village block), which has not been developed, or is within a neighbourhood with an existing street tree program.
- d) Where a new street is designated as a Rural Local or Rural Collector and if the Owner can demonstrate to the Village that the existing street side vegetation will achieve the same aesthetic effect as street trees, street trees will not be required.
- e) Where the trees are required in a location with may interfere with underground infrastructure, root barriers may be required.
- f) At Design Stage Approval, the Owner will be advised of the required species and varieties, and locations of trees as selected by the Village.
- g) The Owner must submit a professionally prepared planting plan which identifies the tree varieties, sizes and planting location a required by the Village. The plan will provide a cost estimate acceptable to the Village which will include the cost of site preparation, tree stock and their installation, root barriers (if required), and two complete planting seasons of maintenance and watering.
- h) The Owner will receive a Notice to Proceed when he is required to install the trees when at least 75% of the buildings in a development has received Final Inspection from the Village Building Inspector. The Notice will advise the timelines that the planting shall take place. Failure to plant within the timelines given, may result in the loss of all or a portion of the performance security. No planting or landscaping shall commence without this Notice.
- i) The Owner will provide a performance security in a form acceptable to the Village, in an amount equal to 120% of accepted cost estimate.
- j) When the planting of the street trees is complete and is inspected as acceptable by the Village, 80% of the performance security will be returned. 20% will be held for two full growing seasons to ensure viability of the plant stock. At the end of the two years, the Owner requests an inspection, and if found in conformance with the plan, the holdback will be returned.
- k) All street trees are to be installed, staked and mulched according to BC Landscape and Nursery Association standards.

2. Landscaping

- a) Required landscaping of public lands within or adjacent to a development (i.e. boulevards, etc.) shall be determined by the AO.

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- b) At DSA, the Owner will be advised of the required landscaping and locations as selected by the Village and will be required to submit a professional prepared planting plan which identifies the plant varieties, sizes and location as required by the Village. The plan will also include a cost estimate of implementing the landscape plan which will include the cost of site preparation, plant stock and their installation, root barriers (if required), and two complete planting seasons of maintenance and watering.
- c) Where the vegetation that is required in a location may interfere with underground infrastructure, root barriers may be required.
- d) The Owner will receive a Notice to Proceed from the Village when he is required to implement the landscape plan. The Notice will advise the timelines that the landscaping and planting shall take place. Failure to complete within the timelines given, may result in the loss of all or a portion of the performance security. No planting or landscaping shall commence without this Notice.
- e) The Owner will provide a performance security in a form acceptable to the Village, in an amount equal to 120% of the cost implementing the landscape plan.
- f) When the planting is complete and is inspected as acceptable by the Village, 80% of the performance security will be returned. 20% will be held for two full growing seasons to ensure viability of the plant stock. At the end of the two years, the Owner requests an inspection, and if found in conformance with the plan, the holdback is returned.
- g) All landscaping is to be installed, staked, and mulched according to BC Landscape and Nursery Association standards.

PARK STANDARDS

1. Where parkland is to be dedicated and constructed, it shall be in accordance with the Parks and Greenways Master Plan being the “Corporation of the Village of Cumberland Official Community Plan Amendment bylaw No. 923, 2010” as adopted and amended.