



Village of Burns Lake

Bylaw No. 1064

Subdivision and Development Servicing Bylaw

THE CORPORATION OF THE VILLAGE OF BURNS LAKE
SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO. 1064, 2023

A BYLAW TO REGULATE AND REQUIRE THE PROVISION OF WORKS AND SERVICES IN
CONNECTION WITH THE SUBDIVISION AND DEVELOPMENT OF LAND

WHEREAS the *Local Government Act* authorizes the Corporation of the Village of Burns Lake (Village) to regulate and require the provision of works and services in respect of the subdivision and development of land, and require as a condition of subdivision approval or the issuance of a building permit that the owner of the land provide works and services on the land being subdivided or developed, all in accordance with the works and services standards established in this Bylaw;

AND WHEREAS the Village wishes to revise/replace the provisions of the present Subdivision Servicing Bylaw No. 603, 1990;

AND WHEREAS the Village may, as authorized by the *Local Government Act*, require that the owner of land that is to be subdivided or developed provide excess or extended services;

AND WHEREAS the Council of the Village deems it necessary to regulate and require the provision of works and services to prescribed standards;

NOW THEREFORE the Council of the Village in an open meeting assembled HEREBY ENACTS AS FOLLOWS:

1.0 Title

This Bylaw may be cited for all purposes as VILLAGE OF BURNS LAKE SUBDIVISION AND DEVELOPMENT SERVICING BYLAW No. 1064, 2023.

1A REPEAL

The "Corporation of the Village of Burns Lake Subdivision Bylaw No. 603, 1990" and all schedules are hereby repealed.

2.0 Definitions

In this Bylaw:

“APPROVAL” means written approval of a subdivision by the Approving Officer or insurance of building permit by the Building Inspector.

“APPROVING OFFICER” means a person appointed by Council as Approving Officer for the Village.

“BUILDING INSPECTOR” means a person designated by Council as the Building Inspector for the Village.

“COMMUNITY DRAINAGE SYSTEM OR STORM MANAGEMENT” means a system of works owned, operated and maintained by the Village to control the collection, conveyance and disposal of surface and other water.

“COMMUNITY SANITARY SEWER SYSTEM OR SANITARY SEWERS” means a system owned, operated and maintained by the Village for the collection, treatment and disposal of sanitary sewage.

“COMMUNITY WATER SYSTEM OR WATER DISTRIBUTION” means a system of waterworks which is owned, operated and maintained by the Village under the *Water Act*.

“DEVELOPER” means the Owner or agent of the Owner of land in respect of which a subdivision or development application has been submitted to the Village.

“DEVELOPMENT” means a Subdivision or any construction for which a building permit is required.

“DEVELOPMENT AGREEMENT” means an agreement between the Village and a Developer that sets out servicing requirements, construction completion dates, fees and security to be provided by the Developer.

“EXCESS OR EXTENDED SERVICES” means a portion of a Highway system that shall provide access to land other than the land being subdivided or developed; and a portion of a water, sewage or drainage system that shall serve land other than land being subdivided or developed.

“FRONTAGE” means any parcel boundary which immediately adjoins a highway other than a lane, walkway, trail, bridge, or any other way open to public use.

“INSPECTION FEE” Means a charge for works and services to be owned and maintained by the Village as specified in the Village’s current Fees and Charges Bylaw. The inspection fee enables the Village to recover costs for its employees or its consultants to undertake inspections of works and services installed by a Developer.

“INDEPENDENT UTILITIES” means those utilities not normally supplied by municipal or regional authorities. These may include but are not limited to electrical power, communications, gas, and district heating.

“LANE” means a narrow Highway which provides secondary vehicular access to any abutting Parcel, so that the Parcel may be serviced or reached by vehicles using that Highway.

“MASTER MUNICIPAL CONSTRUCTION DOCUMENTS (MMCD)” means the latest revised issue of standards as published by the Master Municipal Construction Documents Association. This includes the Design Guidelines, General Conditions, Specifications and Standard Detailed Drawings.

“MUNICIPAL ENGINEER” means the Director of Public Works or their representative.

“MUNICIPALITY OR VILLAGE” means the Corporation of the Village of Burns Lake.

“OWNER” means an Owner as defined in the *Community Charter*.

“PARCEL” means any lot, block or other area in which land is held or into which land is subdivided, but does not include a highway or portion thereof.

“PARCEL LINE, FRONT” means any parcel line common to a Parcel and a Highway other than a lane or Walkway, but in the case of a corner parcel, the front parcel line shall be the shortest parcel line along a Highway other than a lane or Walkway.

“POTABLE WATER” means water which is accepted for drinking purposes by the Health Authority.

“PROFESSIONAL ENGINEER” means a person who is registered or licensed as such under the *Engineers and Geoscientists Act* of British Columbia.

“ROADS OR HIGHWAYS” means and includes a street, road, lane, walkway, trail, bridge and any other way open to public use, but does not include a private right of way on private property.

“SECURITY” means cash or a clean, unconditional, irrevocable and automatically renewing letter of credit drawn on a chartered bank or credit union at which demand may be made on the letter of credit.

“SERVICE LEVEL” means the standard of municipal services required for the development of subdivisions and other developments not requiring subdivision under the provisions of this Bylaw.

“SUBDIVISION” means any change in the existing size, shape, number or arrangement of registered lots, whether or not involving the creation of a greater number of lots than existing and whether carried out by plan or metes and bounds description. Developments carried out under the Strata Property Act shall be included with this definition.

“SUPPLEMENTARY” means clauses, regulations, standards, and specifications or drawings described in this bylaw which replace or expand those provided in the MMCD publications.

“VILLAGE OR MUNICIPALITY” means the Corporation of the Village of Burns Lake.

“WALKWAY” means a highway intended to carry pedestrians and predominantly non-motorized traffic.

“WORKS AND SERVICES” means any work, service, or utility which is required by this Bylaw and includes without limitation works and facilities for the supply and distribution of water; collection and disposal of sewage; collection and disposal of storm water; street lighting; roads, curbs, gutters, sidewalks, and medians and boulevards; and the underground supply and distribution of electricity, gas, and other forms of energy, telephone, telecommunications and cablevision, and all other independent utilities.

“ZONE” means a zone in accordance with the current Village Zoning Bylaw, as amended from time to time.

3.0 Works and Services Required

Except as provided herein, required Works and Services for a subdivision or a development are:

- a) roads and lanes including curb, gutter, sidewalks, walkways, boulevard trees, traffic signs, site parking, and street lighting.
- b) water distribution system connected to a community system including, without limitation, mains, fire hydrants, valves and service connections.
- c) sewage collection system connected to the Village’s sanitary sewer system including, without limitation, gravity mains, manholes, service connections, inspection chambers, lift stations, and forcemains.

- d) stormwater management systems including, without limitation, catch basins, manholes, storm sewers, drywells, swales, ditches, and stormwater retention and detention facilities.
- e) site grading in accordance with Schedule B of this Bylaw

Unless otherwise approved by a Development Variance Permit issued by the Council pursuant to the *Local Government Act*, all subdivisions, strata developments, and developments shall be provided with services as prescribed in Schedule A and Schedule D of this Bylaw and the level of services required may be different for different zones as established by the Zoning Bylaw in accordance with the provisions of Schedule A and Schedule D of this Bylaw.

As it relates to Works and Services requirements, the following exemptions apply:

- a) where the existing works are deemed adequate by the Municipal Engineer for the development proposed, no improvements will be required.
- b) where a subdivision comprises no more than 3 additional single-family residential lots and where no curb and gutter is in place within 100 metres of the subdivision on the street side fronting the subdivision, curb, gutter and sidewalk is not required. In this instance, an additional pavement width of 1.2m fronting the subdivision is required to serve as a walkway.
- c) where a walkway has not been designated by the authority having jurisdiction for the side of the road right-of-way adjacent to the subject property under the application.

4.0 Subdivision or Development Abutting an Existing Highway

In accordance with the *Local Government Act*, a condition of approval of a subdivision or a condition of a building permit for a development abutting an existing Highway requires the Developer to provide Works and Services in accordance with this Bylaw up to the centreline of the Highway. At the discretion of the Approving Officer, the Developer may be required to pay the Village the estimated cost of the required works as described herein to be held by the Village in a reserve account for construction at a future date.

5.0 Service Upgrades

If Works and Services of the type described in Section 3.0 are already in existence on or in a highway, lane or right-of-way adjacent to a parcel being subdivided or on which a building is proposed to be constructed, and the Works and Services do not comply with the standards specified in Section 6.0, the Developer must alter the Works and Services so that they comply with the standards, and all other provisions of this Bylaw. All requirements for servicing agreements and Security as set out in this Bylaw shall apply for service upgrades.

6.0 Standards and Specifications

Works and Services required by this Bylaw must:

- a) be designed in accordance with sound engineering principles;
- b) where installed by a Developer, be designed by a Professional Engineer licensed to practice in the Province of British Columbia;
- c) extend through or along the full frontage of a parcel being subdivided or built upon under a building permit, in order to facilitate service to parcels or buildings beyond;
- d) meet the requirements set out in Master Municipal Construction Documents Design Guidelines, General Conditions, Specifications, and Standard Detailed Drawings as well as the Schedules of this Bylaw, except to the extent that such standards may have been varied by development variance permit;
- e) comply with the Village's Subdivision Servicing Bylaw; and
- f) be approved by the Municipal Engineer

7.0 Excess or Extended Services and Latecomers

The Village may:

- a) require a Developer to construct excess or extended services as authorized under Section 507 of the *Local Government Act*;
- b) determine whether the cost to the Village to provide the excess or extended services would be excessive and, in that event, require the cost to be paid by the Developer;
- c) determine the benefit of the excess or extended service that may be attributed to each of the parcels of land that will be served by the services; and
- d) recover costs through latecomer agreements, service fees or parcel taxes as authorized under the *Local Government Act*.

8.0 Geotechnical / Slope Stability

A geotechnical report(s) on slope stability is required prior to land use re-designation, subdivision, development and/or building approval. A report is required wherever the slope on the subject lands or portions thereof exceed fifteen percent (15%) or where past subsidence, slippage or seepage is evidenced in the vicinity of the site.

9.0 Maintenance Security

On construction completion and prior to subdivision or development final approval:

- a) Maintenance security shall be provided for the amount specified in the Village's current Fees and Charges Bylaw for works and services to be owned and operated by the Village, including but not specifically limited to roads, water, sanitary sewer, stormwater management and street lighting.
- b) Maintenance security will be retained by the Village for a period of 1 year from the date of final completion as certified by the developer's Engineer.

10.0 Development Agreement

All works and services to comply with the requirements of this Bylaw shall be constructed by the Developer before the Approving Officer approves the subdivision or the Building Inspector issues final inspection certification. Alternatively, a Developer may enter into a Development Agreement with the Village. The development agreement requires:

- a) provision of Performance Security for the amount specified in the Village's current Fees and Charges Bylaw for the estimated cost of the required works and services as determined by the Developer's Engineer and as approved by the Village.
- b) a specified completion date after which the Village may utilize the security to complete any uncompleted works and services;
- c) maintenance security in accordance with item 9.0.

The form of a development agreement is contained in Schedule B of the Village's Subdivision and Development Servicing Bylaw.

11.0 No Work Prior to Design Approval or Building Permit Issuance

No person shall commence construction of any works or services required or regulated by this Bylaw, whether on private property or on public roads, without, for a subdivision, first receiving approval of design drawings and written authorization to proceed from the Village; or for development, by first receiving a building permit. Unless otherwise provided in this Bylaw, all works and services required in this Bylaw shall be constructed and installed at the expense of the Owner.

12.0 Administration Fee

An administration fee is payable on the issuance of a building permit or on issuance of preliminary layout approval for a subdivision.

13.0 Violation

Every person who:

- a) violates any of the provisions of the Bylaw;
- b) causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
- c) neglects or omits to do anything required under this Bylaw;
- d) carries out, causes or permits to be carried out any subdivision or development in a manner prohibited by or contrary to any of the provisions of this Bylaw;
- e) fails to comply with an order, direction or notice given under this Bylaw; or
- f) prevents or obstructs or attempts to prevent or obstruct the authorized entry of Village staff onto the property.

shall be deemed to be guilty upon summary conviction of an offence under this Bylaw.

14.0 Offence

Each day's continuance of an offence under Section 13.0 constitutes a new and distinct offence.

15.0 Penalty

Every person who commits an offence under this Bylaw is liable on summary conviction to a fine not exceeding that specified in the current Fees and Charges Bylaw.

16.0 Completion

Should any person fail to construct or install any works or services required under this Bylaw, the Village, its agents or servants may construct or install the works and services at the expense of the person in default, and at the expense thereof, with interest at the rate specified in the current Fees and Charges Bylaw, which may be recovered in like manner from the bond or as municipal taxes.

17.0 Schedules and Appendices

The following is a list of schedules attached hereto and forming part of this Bylaw.

Schedule A – Levels of Service

Schedule B – Site Grading

Schedule C – Installation of Electrical and Communications Wiring and Gas Distribution Systems

Schedule D –Regulations, Standards and Specifications for the Design and Construction of
Municipal Infrastructure

The following is a list of appendices attached hereto and forming part of this Bylaw

Appendix A: APPLICATION FOR PRELIMINARY LAYOUT REVIEW

Appendix B: STANDARD SUBDIVISION AND DEVELOPMENT AGREEMENT DOCUMENT

Appendix C: STATUTORY RIGHT-OF-WAY DOCUMENT

Appendix D: CONFIRMATION OF COMMITMENT BY OWNER REGARDING DESIGN
AND FIELD REVIEW OF CONSTRUCTION BY A PROFESSIONAL ENGINEER

Appendix E: CERTIFICATE OF INSPECTION

Appendix F: CERTIFICATE OF SUBSTANTIAL COMPLETION

Appendix G: CERTIFICATE OF COMPLETION

Appendix H: CERTIFICATE OF FINAL ACCEPTANCE

Appendix I: AGREEMENT TO PAY NON-REFUNDABLE DEPOSIT

Appendix J: COST SHARING AGREEMENT

Appendix K: INSURANCE CERTIFICATE

Appendix L: LETTER OF CREDIT

Appendix M: FLUSHING/TESTING/DISINFECTION REPORT

Appendix N: FIRE HYDRANT FLOW TEST PROCEDURE AND REPORT

Appendix O: SIGNED RELEASE

Appendix P: SPECIFICATION DRAWINGS

18.0 ADOPTION

READ a first time this 15 day of August, 2023.

READ a second time this 15 day of August, 2023.

READ a third time this 15 day of August, 2023.

ADOPTED this 12 day of September , 2023.



Mayor



Chief Administrative Officer

SCHEDULE A
LEVELS OF SERVICE

The type of services to be constructed by an Owner prior to obtaining approval for a plan of subdivision or development shall be based on the zone in which the land is located as set out on the Official Zoning Map of the Zoning Bylaw of the Village of Burns Lake as amended. The level of works and services to be provided in subdivision and development shall conform to Table A.1 and Figure A.1 for the various zones.

TABLE A.1
**REQUIRED MINIMUM LEVEL OF SERVICE FOR SANITARY SEWER,
WATER SUPPLY, DRAINAGE, STREET LIGHTING, AND WIRING**

Description	RR1	R1, R2, R3, R4, R5, R6, P1, P2 UR	C1, C2, C3, C4, I	M1, M2
1. Water: Connected to				
Municipal System	-	X	X	X
Private	X	-	-	-
2. Sanitary Sewer: Connected to				
Municipal System	-	X	X	X
On-Site	X	-	-	-
3. Storm Sewer				
Enclosed	-	X	X	-
Open Channel	X	-	-	X
4. Street Lighting				
Municipal	-	X	X	-
Hydro Pole Mounted Allowed	X	-	-	X
5. Roads				
Rural	X	-	-	X
Urban	-	X	X	-
6. Power:				
Overhead Allowed	X	-	-	X
Underground Required	--	X	X	-
7. Telephone/Cable				
Overhead Allowed	X	-	-	X
Underground Required	-	X	X	-



FIGURE A.1

REQUIRED MINIMUM LEVEL OF ROAD WORKS AND SERVICES

SCHEDULE B
SITE GRADING

1. General

Through areas of steep topography the Owner shall undertake site grading work as requested by the Municipal Engineer in order to provide developable building sites, reasonable lot access, and accommodate or enhance drainage. The Owner shall execute site grading work in accordance with the regulations, standards and specifications set out in this Bylaw

1.1 Geotechnical evaluation

In addition to the geotechnical overview undertaken during the initial phase of the project, the Owner shall engage the services of a qualified Geotechnical Engineer to investigate surface and sub-surface conditions with respect to site grading within the proposed subdivision. The Geotechnical Engineer shall prepare a report outlining the findings and shall provide clear, definitive recommendations on the geometry and placement of fill sections, compaction requirements for structural and non-structural fills, cut and fill slope geometry, pavement structures for roads and any other geotechnical issues affecting site grading construction within the proposed subdivision. A copy of the geotechnical evaluation shall be submitted to the Municipal Engineer at the time the engineering drawings are submitted for approval.

1.2 Drainage

Supplemental to the requirements for drainage systems outlined in this Bylaw, the Owner shall design site grading and drainage works to:

- Accommodate drainage through the site;
- Accommodate drainage generated on the site;
- Mitigate damage from one property to another;
- Mitigate sub-surface drainage/groundwater problems;
- Mitigate soil erosion potential; and
- Negate siltation of adjacent or receiving streams, lakes, or watercourses

The Geotechnical Engineer shall prepare the appropriate drawings to explicitly show the works required to accommodate site drainage.

1.3 Detailed site survey

Detail site surveys are required throughout the site to ensure grading in accordance with the requirements of this Bylaw with respect to assuring the competency of non-structural and structural fills and to accommodate site drainage during and after construction of the subdivision or development.

2 Design criteria

2.1 General

The intent of site grading plans is to ensure that the following parameters are accommodated:

- Overall site drainage to provide:
 - Conveyance of off-site runoff onto and through the site;
 - Conveyance of on-site runoff into existing watercourses or new drainage infrastructure;
 - Abatement of drainage from one lot to another; and
 - Abatement of sub-surface groundwater problems.
- Buildable lots are created that provide:
 - Reasonable access from frontage roadways;
 - Drainage from each lot and into drainage infrastructure;
 - Structural competence of undisturbed and embanked soils to support building loads.
- Provide drawings that are easy to interpret by Municipal Engineer and contractors to construct the work.

2.2 Site preparation

All areas of the site where excavations or embankments are to be constructed shall be cleared of trees, structures, and debris, grubbed and stripped of organic topsoil.

Marketable timber shall be salvaged; waste wood, roots, structures and debris shall be loaded, hauled and disposed of at an approved location off-site.

2.3 Excavation and embankment slopes

Unless specified otherwise by the Geotechnical Engineer, maximum (steepest) excavation and embankment slopes shall be 2 m horizontal to 1 m vertical (2:1)

2.4 Compaction

Unless specified otherwise by the Geotechnical Engineer all embankment shall be compacted as follows:

- Non-Structural Embankments – Minimum 95% Standard Proctor Density
- Structural Embankments – Minimum 100% Standard Proctor Density

2.5 Lot grading

Wherever possible, lots shall be graded towards roadways, and in no case shall lots be permitted to drain onto an adjacent lot. Through areas where site topography prohibits drainage to roadways, lots may be graded to lot lines with drainage swales graded out to the roadways. Drainage swales shall be protected by registration of a covenant and a statutory right-of-way on the lot title.

Where lot grading is undertaken maximum lot grades shall be 15% graded to 20 m back from the front property line and minimum lot grades of 2%

2.6 Lot access

Maximum 12% access grades measured from the property line elevation shall be provided to each lot.

2.7 Landscaping and hydroseeding

Upon completion of earthworks, all excavations and embankment slopes shall be covered with an adequate thickness of organic topsoil, stripped during the site preparation phase of the project and hydroseeded.

SCHEDULE C

INSTALLATION OF ELECTRICAL AND COMMUNICATIONS WIRING AND GAS DISTRIBUTION SYSTEMS

1. Standards and Specifications to Apply to All Electrical and Communications Works

Electrical, telephone and cablevision systems shall be provided to serve each lot within the development or subdivision consistent with the standards and specifications set out in this Schedule and Schedule A. Where it is proposed to develop a gas distribution system, the system shall be designed and constructed consistent with the provisions of this Schedule.

2. Approval of Engineering Drawings Required Prior to Construction

The Applicant shall be responsible for meeting all the requirements of the utility companies and government agencies concerned in the installation of underground power, cable television, telephone and gas distribution systems. The Applicant shall obtain permits which may be required to carry out the system installation. Engineering drawings showing detailed design of the necessary works shall be submitted to the Municipal Engineer for approval. No construction of the works shall commence until the design drawings have been approved by the Municipal Engineer. The engineering drawings shall clearly indicate the locations of poles, structures, conduits, pipes and any other facilities required.

3. Construction in Compliance with Engineering Drawings

All poles, structures and facilities shall be constructed or installed in compliance with the engineering drawings approved by the Municipal Engineer.

4. Construction In Accordance With Independent Utilities Requirements

Services shall be installed in accordance with the requirements of the Utility Company servicing the development or subdivision.

5. Design Criteria

Horizontal location of underground ducting and gas main piping shall be as shown on the applicable Standard Drawings. Systems shall be laid out with due regard for other utilities, and shall have the approval of the Municipal Engineer as well as the utility company involved. Where overhead distribution is allowed, pole locations and any anchor easements shall be approved by the Municipal Engineer and appropriate utility company.

All conduit and gas piping to have a minimum of 750 mm cover or to the depths specified by the utility company.

SCHEDULE D

REGULATIONS, STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF MUNICIPAL INFRASTRUCTURE

1.0 General

Where the provisions of this Bylaw require the design and construction of municipal infrastructure, the Owner shall provide municipal infrastructure in accordance with the regulations, standard, and specifications of the latest versions of the Master Municipal Construction Documents Design Guidelines, General Conditions, Specifications, Standard Detail Drawings, and Schedule D of this Bylaw. The Supplementary Regulations, Standards and Specifications provided in Schedule D replace or expand on those provided in the MMCD.

2.0 Design Criteria

2.1 General

The Owner shall not proceed with any construction until such time as engineering drawings have been accepted by the Village. Acceptance of engineering drawings is indicated by date and signature of the Approving Officer, or authorized delegate, on the accepted design drawings indicating that the design drawings have been 'Approved in Principle'.

2.2 Design and Construction Administration

Where works and services are required under Schedule A of the Village Subdivision and Development Servicing Bylaw the Owner shall appoint a qualified Engineer to undertake the project engineering survey, design, field reviews, and record drawings in accordance with the provisions of this Bylaw. The Owner shall provide a confirmation of Professional Assurance Certificate, in accordance with Appendix D, which has been dated, witnessed, and signed by both the Owner and the Engineer.

Proof of Engineers Professional Liability Insurance (Errors and Omissions) shall be provided for all projects where the value of the works and services exceeds One Hundred Thousand Dollars (\$100,000.00).

The Village review and approval in principle of the engineering design drawings does not confirm the accuracy or adequacy of the design nor does the Village accept responsibility for any damages or costs incurred due to errors or omissions, or deficiencies in the design or location of any existing or new works and services.

2.3 Legal Surveys

The Owner shall utilize a registered British Columbia Land Surveyor (B.C.L.S.) for project legal survey and preparation of plans for registration at the British Columbia Land Title Office

2.4 Right of Way Agreement

Where the provisions of this Bylaw require an Owner to grant a utility or drainage right of way to the Village the Owner shall be required to enter into an agreement as prescribed in Appendix C and shall pay all associated costs.

2.5 Design Surveys

Design surveys shall be conducted in a manner which will not create a nuisance to traffic or the Public. Permission from registered property owners is required before entering private property.

All elevations shall be referenced to NAD 83 (CSRS) UTM Zone 10 Epoch 2002.0 horizontal reference datum and in Canadian Geodetic Vertical Datum of 2013 (CGVD2013).

2.6 Design Drawings

Design drawings shall provide the following information plus any additional information deemed necessary to fully describe the design and scope of the proposed works. Where applicable, existing works shall be indicated on the design drawings.

- North Arrow
- Legend
- Referenced Geodetic Benchmark
- Legal Property Lines
- Lot Dimensions and Bearings
- Found Iron Pins
- Buried/Destroyed Iron Pins
- Coordinates for Reference Iron Pins
- Road Plans and Profiles including Curb
- Gutter & Sidewalk Plans and Profiles
- Hydro, Telephone & Street Light Poles
- U/G Power, Telephone, CATV
- Prominent Features within the R/W
- Road Cross-Sections
- Pavement Structure
- Aggregate Depths
- Pavement Elevations
- Curve & Spiral Data
- Lot Corner Elevations
- Control/Containment of Surface Water
- Lot & Plan Numbers
- RV Parking (where applicable)
- Storm Manholes & Inverts
- Catch Basins, Leads & Inverts
- Storm Main Plans & Profiles
- Storm Services
- Sanitary Manholes and Inverts
- Sanitary Mains Plans & Profiles
- Sanitary Services
- Water Main Plans & Profiles
- Water Main Valves & Fittings
- Water Services & Curb Stops
- Fire Hydrants
- Air Release Valves
- Blow-offs
- Gas Mains
- Transit Bus Bays
- Information Signs
- Regulatory Signs
- Lot Grades
- Major Flow Routing
- Stationing and Off-sets

- Drainage Courses
 - Site Grading Details
 - Any additional information as determined by the Village
 - Retention Ponds
 - Canada Post Mail Boxes
 - Arch/heritage
- a) The existing information shall be illustrated with a 0.18 mm line size and proposed construction shall be illustrated with a 0.70 mm line size.
 - b) The scale of all design drawings shall be 1:500 Horizontal and 1:50 Vertical. Any deviation shall first be approved by the Municipal Engineer.
 - c) The Project Cover Sheet / Key Plan shall indicate the Designer's Name, Address, Telephone and Fax Number, the Project Number, the Site Location, the Legal Description of properties involved, and an Index of the Design Drawings.
 - d) Design Drawings shall be organized and individual plan/profile drawings shall be submitted as follows:
 - Street design including curb and gutter, sidewalks and other related surface works on plan/profile drawings.
 - Water works, storm and sanitary mains and service connections and related appurtenances on plan/profile drawings.
 - Road cross-sections and specific construction details on plan/profile drawings.
 - Street and signal lighting on plan drawings.
 - General arrangement plan indicating all private utility servicing.

All backup design calculations shall be retained by the Owner's Engineer and submitted when requested by the Municipal Engineer.

2.7 Design Drawing Submission and Field Review of Construction

All design drawings shall be submitted in the Village standard format as shown in the specification drawings.

The Owner's Engineer shall submit four (4) complete sets on size ANSI 'D' and one (1) set reduced to 280 mm x 430 mm (11" x 17"), and one (1) set of Adobe PDF of design drawing prints, date stamped, sealed and signed by the Engineer, for review by the Municipal Engineer.

Additional sets of revised drawings are to be submitted by the Owner on request of the Municipal Engineer until such time as the revised design drawings are approved by the Municipal Engineer.

The Owner shall arrange for the design and submission of two (2) complete sets of each Independent Utility.

The Owner shall arrange for the submission of signed and sealed engineering drawings to

the Provincial Ministry of Health for a Certificate to Construct Water Works.

The Owner shall engage a Professional Engineer to carry out all necessary field reviews and inspections during the construction of works and services required as a condition of subdivision approval. The Professional Engineer shall submit a report in the format set out in Appendix E certifying that the works and services have been carried out in compliance with this Manual and the plans, drawings, and supporting documents submitted in support of the subdivision application which were accepted by the Village.

All applications for subdivision shall include a letter of commitment from the Owner in the format set out in Appendix D that a Professional Engineer has been engaged to carry out all necessary design works and undertake all field services for the subdivision.

- a) Upon completion of the works and services the Owner shall provide to the Municipal Engineer 2 sets of as-built ANSI D prints signed and sealed by the Owner's Professional Engineer, 1 –digital file complete with a PDF set of ANSI D prints, GIS shapefiles and AutoCAD project drawings, of all work constructed or installed pursuant to the application.
- b) If there are any deficient or missing record drawings upon completion of the work any refund due to the Owner will be debited in the amount of \$1,500.00 per drawing.

2.8 Geotechnical/Slope Stability

A geotechnical report(s) on slope stability is required prior to land use re-designation, subdivision, development and/or building approval. A report is required wherever the slope on the subject lands or portions thereof exceed fifteen percent (15%) or where past subsidence, slippage or seepage is evidenced in the vicinity of the site. This report must be consistent with the requirements of Legislated Landslide Assessments.

The requirement for a geotechnical report for slope stability may be waived by written authorization from the Municipal Engineer. The Municipal Engineer may also require a Geotechnical report for sites with soil conditions, swelling clay, groundwater, or other such conditions, which, in the opinion of the Municipal Engineer, require special attention.

- a) Slope stability reports shall contain a minimum of the following information:
 - i) Existing property lines shown on plan(s).
 - ii) Top of slope, embankment escarpment, and toe of slope.
 - iii) Contour mapping as required by the Geotechnical Engineer.
 - iv) Stability Limit (S.L.) line(s) shown on the plan(s). The S.L. line is defined as the line that corresponds to a slope stability Safety Factor (S.F.) of 1.5 and delineates the Developable Area where S.F. is greater than 1.5 from the Undevelopable Area where S.F. is less than 1.5. To define the S.L. line, the slope is to be analyzed in the existing natural condition using the highest expected groundwater condition, both natural and man-made.
 - v) The effect of and extent of slope failure on the subject land and adjacent properties and the methods of protection of the lands.

- vi) A setback line, drawn in relation to the S.L. line and within the developable area, which shall define the point nearest the S.L. line that structures (including streets, underground utilities, building foundations, swimming pools, etc.) can be constructed without jeopardizing the slope stability at the S.L. line. The building setback line shall be no closer to the top of slope than:
 - a) that line determined by a Geotechnical Engineer using a method described in this section, or
 - b) the "rear yard setback" distance as specified by Bylaw.
 - vii) Identification of proposed fill areas and development of a filling plan addressing ultimate topography, fill materials, methodology, inspection, testing, re-vegetation, slope stability and setbacks as defined by this section.
 - viii) Assessment and recommendations regarding the effects of rainfall, runoff and irrigation.
- b) Existing lands within areas where the S.F. is less than 1.5 may be considered for development by the Municipal Engineer if the existing slope is modified using recognized remedial procedures which will yield a S.F. greater than 1.5.
 - c) A Geotechnical Report shall be provided which comments on, but is not necessarily limited to; the suitability of the subgrade to support road construction without settlement, provides recommendations for road structure design commenting on shrinkage/expansion of the subgrade found in the Village, the suitability of the subgrade to support water and gravity sanitary and storm infrastructure without settlement, the suitability of excavated trench material for utilization as trench backfill, and the suitability of the subgrade to support residential or commercial development.
 - d) Geotechnical and Slope stability reports shall be prepared by a Professional Geotechnical Engineer.
 - e) It is the responsibility of the Owner to ensure that geotechnical and slope stability reports are initiated and that development conforms to the recommendations in the report.
 - f) The Geotechnical and Slope Stability report shall include provisions which permit the Village to use and rely on the Report's findings and recommendations and be signed over seal by a Geotechnical Engineer duly licensed as such under the provisions of the Engineers and Geoscientists Act of British Columbia.

2.9 Traffic Impact Analysis

A Traffic Impact Analysis shall be conducted whenever a proposed development will generate more than 75 additional peak hour trips to or from the site. A Traffic Impact Analysis may also be required when there are less than 75 additional peak hour trips under one or more of the following conditions:

- a) The development is located in an area of high roadway congestion as determined by the Municipal Engineer and/or a high employment or population growth area.
- b) The development requires an amendment to the Official Community Plan, or Zoning By-Law.
- c) The development, its access(es) or type of operation is not consistent with transportation plans.
- d) In any other circumstance deemed necessary at the discretion of the Municipal Engineer.

2.10 Preliminary Layout Review

- a) An Owner may, before causing a plan of subdivision to be prepared and submitted for approval pursuant to the provisions of the Land Title Act, make a submission for Preliminary Layout Review. This submission shall be accompanied by a preliminary plan of the proposal and shall include information as required by the Approving Officer to appraise the proposed subdivision.
- b) Preliminary Layout Review of any subdivision shall not be construed as final approval for land registration or any other purpose, nor is a submission for Preliminary Layout Review considered an application under the provisions of the Local Government Act. This approval shall not be considered as acceptance by the Village or its Approving Officer of anything except the general layout of the proposed subdivision, and a list of minimum conditions which would have to be taken into consideration in an application for final approval. Preliminary Layout Review is revocable by the Approving Officer at any time before final approval is granted.
- c) The approval period for Preliminary Layout Review (PLR) shall be a maximum of one (1) year with a maximum one (1) year re-approval period permitted wherein the PLR re-approval conditions may vary from the initial PLR approval conditions.
- d) Preliminary Layout Review Application shall be submitted on a Appendix A form "Application for Preliminary Layout Review".

2.11 Pre-Construction Requirements

No construction shall occur until such time as engineering drawings have been accepted by the Municipal Engineer. Such acceptance is indicated only by the signature of the Municipal Engineer, or authorized delegate, on the submitted design drawings. These design drawings shall be referred to as the Village 'Approved in Principle' Design Drawings. Upon acceptance, a mandatory pre-construction meeting will be scheduled. This meeting may be waived at the discretion of the Municipal Engineer.

The Owner shall provide the following documentation after acceptance of the Engineering Submission and before commencing any works within the Village rights-of-way as follows:

- a) A Signed and Sealed Servicing Agreement substantially in accordance with Appendix B.

- b) Proof of Insurance in accordance with the terms and conditions provided in the Servicing Agreement (Appendix B), naming the Village as a 'Named Additional Insured'. The Applicant's insurance provider must submit a completed Appendix K.
- c) Submission of Performance Security in the amount specified in the current Fees and Charges Bylaw. Performance Security shall be cash or clean irrevocable letter of credit. A letter of credit shall be in a form acceptable to the Village of Burns Lake.
- d) Provision of a Field Review of Construction by A Professional Engineer Appendix D signed by the Owner's Engineer and Owner.
- e) Submission of a copy of the WorkSafe BC 'Notice of Project'.
- f) Submission of a testing schedule for quality control of the construction materials and construction works, including the name of the Testing Firm and the Testing Firm contact person.
- g) Submission of approvals, where applicable, from Provincial Ministry of Highways, Federal Fisheries and Oceans Canada, Provincial Ministry of Environment, and any other Provincial or Federal approvals required for approval of the proposed works.

2.12 Post Construction and Village Acceptance

On completion of works and services the Owner's Engineer shall submit a bound construction completion report to the Municipal Engineer that contains the following documentation:

- a) A Certificate of Inspection signed and sealed by the Owner's Engineer.
- b) Complete Materials and Workmanship Testing Reports including, aggregate sieves, proctor test, in-situ density tests, asphalt marshal/compaction densities, concrete tests, sanitary sewer pressure/leakage tests, water main pressure leakage tests, water bacteriological tests and certification in accordance with Appendix M. All materials testing reports shall be signed and sealed by the Engineer for the Owner's testing agency and confirm that all works tested meet or exceed the requirements of this Manual.
- c) Fire Hydrant Flow Test and Test Report for all newly installed fire hydrants in accordance with Appendix N. The hydrant(s) shall be colour coded and an identification number stamped on the hydrant spindle. The Village shall provide the paint colour and the identification number.
- d) Letters of acceptance from all Independent Utilities confirming acceptance of the installation of their private utilities.
- e) Certificate from the Provincial Electrical Inspector accepting the street light electrical infrastructure.
- f) Signed releases from the registered property owners of properties affected by, or adjacent to, the construction works in accordance with Appendix O.

- g) Utility videos, complete with inspection report for all new sanitary and storm sewer installations.
- h) Confirmation that Canada Post has been notified of the completed subdivision or development.
- i) Certification from the Owner's Engineer that rough lot grading has been completed to +/- 75 mm of the design lot grades.

On completion of the Works and Services the Owner shall notify the Municipal Engineer. The Municipal Engineer will, upon receipt of the notice and bound completion report prepared by the Owner's Engineer, inspect the Works and Services and, if necessary, issue a list of deficiencies that shall be corrected. If the Municipal Engineer determines the Works and Services are substantially complete and can be put into service, a Certificate of Substantial Completion shall be dated and issued where all of the monies held by the Village shall be released, less Ten Percent (10%) of the total cost of the Works and Services to be used as a Maintenance Security plus a Deficiency Amount of two (2) times the value of any deficiencies to be rectified. Upon completion of the deficiencies acceptable to the Municipal Engineer, a Certificate of Completion shall be dated and issued and the Deficiency Amount, only, released.

2.13 Record Drawings

The Owner shall submit Record Drawings, which accurately portray the as-constructed information for the works constructed by the Owner, to the Municipal Engineer within four weeks of the completion of the installation of said works.

Record Drawing measurements and dimensions shall be recorded during the construction of the works, and prior to works being buried, and shall be accurate in 3 dimensions. The Record Drawings shall be signed and sealed by the Owner's Engineer.

Where works include the installation of water, sanitary sewer, and storm sewer services the Owner shall provide accurate (surveyed) Utility Service cards in accordance with Specification Drawing SC-1.

The Record Drawing submission shall include a digital file containing the Record Drawings in AutoCAD format, GIS Shapefiles, and Adobe Acrobat scaled to print on 11" x 17" and ANSI D. The digital files shall be in structured formats and software versions that are the current release or the previous release. The Village will provide a standard file naming structure for the digital drawing submission.

Record Drawings shall include the installed location for Independent Utilities and their appurtenances.

2.14 Final Acceptance

The Municipal Engineer will release the maintenance security, less the cost of any repairs chargeable to the Owner, upon expiry of the Maintenance Period when so requested by the Owner. Upon release of the Maintenance Security the Municipal Engineer will issue a Certificate of Final Acceptance

3.0 MMCD Design Guidelines Supplementary Regulations, Standards, and Specifications

TABLE D.1

1.0 General Design Considerations	
Add 1.8 Cold Weather Adaptation	MMCD regulations, standards, specifications, and standard drawings shall be modified as needed to accommodate cold weather climates. This may include but not limited to the following: <ul style="list-style-type: none"> • Access for operation, maintenance, and repair of equipment • Freezing mitigation • Snow removal and storage consideration
2.0 Water Distribution	
Expand, 2.11.1 Minimum Depth of Cover	The minimum depth of cover of cover shall be 2.7 m
Expand, 2.14 Valves	3-valves at "X" intersections 2-valves at "T" intersections
3.0 Sanitary Sewers	
Expand, 3.13 Depth	Prevent freezing. Minimum depth of cover shall be 2.0 m for gravity pipes and 2.2 m for force mains. Provide insulation where minimum depth cannot be attained.
4.0 Storm Management	
Replace, 4.11.7 Minimum Pipe Diameter	Crossing Roads 500 mm Crossing driveways 400 mm
Expand, 4.11.10 Sewer Depth	Prevent freezing. Minimum depth of cover shall be 1.5 m for gravity pipes and 2.2 m for force mains. Provide insulation where minimum depth cannot be attained.
6.0 Roads	
Expand, Table 6.17.2.1 Minimum Frost Protection Depth %	The minimum frost protection depth used in this calculation shall be 2,625 mm and the resulting minimum frost protection depth shall be rounded to the nearest 25 mm thickness.

Replace Table 6.17.3.1 Minimum Pavement Structure for Asphaltic Concrete (A.C.) Pavement with the following

Classification	Minimum Thickness With Subgrade Soil Classification SC & Better	Minimum Thickness With Subgrade Soil Classification MI/CL/OL
Local	65 mm A.C. surface course 225 mm base course 150 mm subbase	65 mm A.C. surface course 225 mm base course 300 mm subbase Geosynthetic Separator
Collector	35 mm A.C. surface course 40 mm A.C. lower course 300 mm base course 150 mm subbase	35 mm A.C. surface course 40 mm A.C. lower course 300 mm base course 300 mm subbase Geosynthetic Separator
Arterial	40 mm A.C. surface course 60 mm A.C. lower course 300 mm base course 300 mm subbase	40 mm A.C. surface course 60 mm A.C. lower course 300 mm base course 500 mm subbase Geosynthetic Separator

Replace Table 6.17.3.2 Minimum Pavement Structure for Portland Cement (P.C) Concrete with the following

Classification	Minimum Thickness With Subgrade Soil Classification SC & Better	Minimum Thickness With Subgrade Soil Classification MI/CL/OL
Local	125 mm P.C. concrete 225 mm base course	125 mm P.C. concrete 225 mm base course 150 mm subbase Geosynthetic Separator
Collector	150 mm P.C. concrete 225 mm base course	125 mm P.C. concrete 225 mm base course 300 mm subbase Geosynthetic Separator
Arterial	175 mm P.C. concrete 300 mm base course	125 mm P.C. concrete 225 mm base course 450 mm subbase Geosynthetic Separator

4.0 MMCD Supplementary General Conditions, Specifications, and Standard Detail Drawings

TABLE D.2

Add, Standard Detail Drawings	Service Card Utilities and Services Drawing SC-1	
Expand, Standard Detail Drawings Cold Climate Requirements	<p>Standard Detail Drawings shall be modified as necessary to accommodate cold weather climates. Typical modifications may include but are not limited to the following:</p> <ul style="list-style-type: none"> -increase bury depth to prevent freezing. -addition of insulation to prevent freezing. -increase size of catch basin and or manhole to allow access to equipment at depth. <p>Cold Climate Requirements shall be made at the sole discretion of the Approving Officer.</p>	
Section 31 32 14 Geosynthetics		
Add, 2.2 Roads Geosynthetic Separator		
Minimum Non-woven Grab Strength ASTM D4632	700 N	
Minimum Non-woven Puncture Strength ASTM D6241	1375 N	
Minimum Non-woven Tear Strength ASTM D4533	250 N	
Minimum Non-woven Permittivity ASTM D4491	0.2 Sec ⁻¹	
Maximum Non-woven Apparent Opening Size ASTM D4757	0.25 mm	

APPENDIX A - APPLICATION FOR PRELIMINARY LAYOUT REVIEW



Subdivision Application for Preliminary Layout Review

THE VILLAGE OF BURNS LAKE
PO Box 570 15 3rd Avenue
Burns Lake, BC V0J 1E0 (250) 692-7587
Fax: 250-692-3059 village@burnslake.ca

OFFICE USE ONLY – Attach Tax Certificate
Fee Paid: _____ Receipt No: _____ Development permit area: _____ Date: _____

NOTE TO APPLICANT: The processing of your application will be delayed if it is incomplete; please read the Subdivision Guide before you complete the application form. Applicants are also encouraged to meet with Village staff prior to application submission.

Please mail or deliver the completed application form, fees, plans and supporting material to the Village of Burns Lake office. The fee is payable to the Village of Burns Lake.

SECTION 1: DESCRIPTION OF PROPERTY

Lot/Parcel _____ Plan _____ District Lot _____ Range _____
Civic Address of Property _____
Other description _____
Current Land Use/Zoning _____
Folio Number _____ (From Property Assessment/Tax Notice)
Parcel Identifier (PID) ____ - ____ - ____

SECTION 2: OWNER INFORMATION (Add additional page if more than one owner)

_____	_____	
Name	Street Address	
_____	_____	
Mailing Address	Postal Code	
_____	_____	
Telephone	Fax	Email

SECTION 3: APPLICANT INFORMATION (if different than owner)

_____	_____	
Name	Street Address	
_____	_____	
Mailing Address	Postal Code	
_____	_____	
Telephone	Fax	Email

SECTION 4: SITE PLAN (Provide 3 copies of a detailed site plan and other drawings as necessary.)

Where applicable, please include the following items on the site plan:

- dimensions and areas (in metric units) of all proposed lots
- existing and proposed use on parcel
- dimensions and floor areas of all existing and any proposed buildings on the property
- height of existing and proposed buildings/additions
- setbacks for all existing and proposed buildings, as well as septic tanks, fields and wells to property lines and any natural boundaries
- parking areas, including stalls, aisle widths and stall dimension
- location and dimensions of all legal easements, covenant areas, and utility corridors on the property
- location of all wetlands, drainage areas, ponds and topography on the property
- existing and proposed landscaping, including an estimate of landscaping cost. This estimate will be used to determine the amount of any security required for the development
- elevation plan
- proposed building materials, colour scheme, and other architectural details
- existing and proposed signs, including locations, dimensions, proposed construction materials and colour scheme

If the space provided below is insufficient, please attach additional information in a separate document

SECTION 5: Describe the current use(s) of the land and building(s) on the property

SECTION 6: Describe the proposed development

SECTION 7: APPLICANT COMPLETION CHECKLIST

- I have completed all sections of this application form
- I have included detailed site plans and drawings as required in Section 4 of this application form
- All owners listed on the title have signed the application
- I have included the correct fee \$750 plus \$100 per additional lot or as per the current Fees and Charges Bylaw
- I have included a completed contaminated site disclosure form

IMPORTANT: Your application will not be considered complete unless it contains all of the information above

To complete a subdivision, you will require the services of a lawyer and engineer at minimum. In addition, professional studies or reports may be required as identified through the application

SECTION 8: OWNER'S CONSENT AND AUTHORIZATION

(The signature of all registered owners if required)

In order to assist the Village of Burns Lake in the review and evaluation of my application, by signing below, I authorize the staff assigned to this application to enter onto the land at reasonable times, after making reasonable efforts to schedule a convenient time for such a visit, to inspect the land. I acknowledge, a right, if a convenient time can be scheduled, to accompany the Village staff member on the site visit.

By signing below, I authorize the Applicant named in Section 3 of this application to represent this application:

First Consent and Authorization

Consent and Authorization Signature

Print Name

Date

Second Consent and Authorization

Consent and Authorization Signature

Print Name

Date

APPENDIX B: STANDARD SUBDIVISION AND DEVELOPMENT AGREEMENT DOCUMENT

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN: THE CORPORATION OF THE VILLAGE OF BURNS LAKE, a body corporate, duly incorporated under the laws of the Province of British Columbia, having an office at 15-3rd Avenue, in the Village of Burns Lake, Province of British Columbia V0J 1E0.

(hereinafter call the "Village")

OF THE FIRST PART

AND: (hereinafter call the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered Owner or holder of a Registered Right to Purchase lands and premises situate, lying and being in the Village of Burns Lake, Province of British Columbia, and more particularly known and described as:

(hereinafter called the "Land")

B. The Owner wishes to subdivide and/or develop the Land, or part thereof, in the manner shown on a Plan of Subdivision which has been submitted by the Owner to the Approving Officer of the Village for approval, a copy of which such plan is attached hereto as Appendix "B-A" and is hereinafter call the "Subdivision Plan".

C. The Owner is desirous of entering into this Agreement with the Village pursuant to the provisions of Section 991 of the Local Government Act, in order to obtain approval from the Approving Officer of the Subdivision Plan prior to completion of the construction and installation on and/or off the Land of all works and services required by the Village to be constructed and installed on the Land and/or on one-half of any highway immediately adjacent to the Land by the Owner.

D. The Owner is also desirous of voluntarily providing works and services beyond the Land and the highway immediately adjacent to the Land in order to obtain approval from the Village of the subdivision and/or development, as the Village deems it to be too costly to provide those works at the expense of the ratepayers.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

B.1 Appendices

The following Appendices are to be initialed by each Party for identification and will be read with and form part of this Agreement.

Appendix "B-A" - A copy of the subdivision plan for the Lands.

Appendix "B-B" - A list of the Works and Services and an estimate of their respective construction costs.

Appendix "B-C" - Construction drawings to be used for the construction of the Works and Services.

Appendix "B-D" - Non-Refundable Administration Fee and Performance Security.

B.2 Owner to Do Work

The Owner covenants and agrees to construct and provide all the Works and Services listed and shown on Appendices "B-B" and "B-C" hereto, as approved by the Village, in accordance with the standards contained in the Village of Burns Lake Subdivision Servicing Bylaw. The Owner shall employ only bonded and qualified contractors to carry out and complete the Works and Services.

B.3 Transfer of Interest in Works

The Owner covenants and agrees with the Village to assign, transfer, and convey to the Village all of its right, title and interest in the Works and Services, upon their completion, (as witnessed by the issuance of a Certificate of Substantial Completion). The Owner will from time to time and at all times so long as it exercises any rights of ownership in the Lands upon request of the Village, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, right(s)-of-way, easements and assurances for the more effectual carrying out of this Agreement.

B.4 Permission to Do Work

The Village covenants and agrees to permit the Owner to construct the Works and Services, including that portion of the Works and Services to be constructed on dedicated highways and other right(s)-of-way controlled by the Village; on the terms and conditions herein, and in the manner required by and at the places specified in Appendix "B-C" of this Agreement and Specifications contained and forming part of the Subdivision Servicing Bylaw; provided that nothing in this Agreement shall be construed as an undertaking, promise or covenant on the part of the Village to make available the use of or access to the Works and Services for any purpose, and without limiting the foregoing for the purpose of servicing the Lands or any other real property whatsoever either owned or controlled by the Owner or its associates or otherwise, but rather the Village reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent or otherwise dispose of the Works and Services as its Council from time to time deems

fit.

B.5 Completion of Work

The Owner shall complete the construction of the Works and Services, specified in Appendix "B-C" of this Agreement as Project No. _____ of the Village, to the satisfaction of the Village, within One (1) year from the date of this Agreement.

B.6 Changes to Bylaws

The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by the Subdivision Servicing Bylaw prior to the actual commencement of the Works and Services contemplated by the Agreement.

B.7 Design by Professional Engineer

The Owner covenants and agrees that all Plans, Specifications and Works and Services required herein shall be prepared, designed, and sealed by a Professional Engineer, who shall be registered with the Association of Professional Engineers and Geoscientists of British Columbia and retained by the Owner as the Owner's Engineer. Plans and specifications for the Works and Services shall be prepared by or under the direct supervision of the Owner's Engineer and all plans shall bear his/her professional seal and signature.

Where the estimated cost of the Works and Services exceeds One Hundred Thousand Dollars (\$100,000.00) as detailed in Appendix "B-B" of this Agreement, the Owner covenants and agrees to ensure that the Owner's Engineer maintains professional liability, errors and omissions insurance to a value of \$ _____ per occurrence during the terms of the Owner's Professional Engineer's engagement.

B.8 Engineering Drawings

The Owner covenants and agrees that the intent of this Agreement is that the Owner shall construct fully completed Works and Services, and grant all necessary statutory right(s)-of-way as shown in the Drawings and Specifications prepared by:

Under Drawing Numbers:

and as approved in principle for the purposes of this Agreement by the Village of Burns Lake Engineer on the _____ day of _____, 20__.

B.9 Changes to Design by Village of Burns Lake

The Municipal Engineer may alter the drawings, because of the conditions at the site, so that the Works and Services function and operate in a manner satisfactory to the Municipal Engineer. Should the Works and Services, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the Municipal Engineer, then the Owner shall, at his own cost modify and reconstruct the Works and Services so that the Works and Services shall be fully operative and function to the satisfaction of the Municipal Engineer.

B.10 Start of Work

The Owner covenants and agrees not to commence work until the Municipal Engineer provides the Owner with written permission to proceed with the construction.

B.11 Substantial Completion

A Certificate of Substantial Completion shall be provided by the Municipal Engineer on the completion of the construction of the Works and Services, listing all the deficiencies. This Certificate of Substantial Completion shall not be construed as acceptance of the Works and Services. Substantial Completion shall occur when the Owners Engineer has provided written notice to the Village of Burns Lake, under seal and signature, that not less than ninety-five (95%) percent of the value of the works and services specified in Appendix 'B-B' of Appendix B have been completed in accordance with the plans and specifications included in Appendix 'B-C' of Appendix B. Refer to Appendix F.

B.12 Certificate of Completion

A Certificate of Completion shall be provided by the Municipal Engineer on the completion of the construction and correction of all deficiencies. Refer to Appendix G.

B.13 As-Built Submission

The Owner covenants and agrees to submit to the Village the final as-built/record drawings and records of construction, and test results, as required by the Municipal Engineer, pursuant to this Subdivision Servicing Bylaw, within 60 days of the date of the Certificate of Substantial Completion.

B.14 Maintenance Period and Responsibility

The Owner covenants and agrees to maintain every part of the Works and Services in perfect order and in complete repair for a period of one (1) year from the date shown on the Certificate of Completion in accordance with the requirements of this Agreement and Subdivision Servicing Bylaw.

Should the Owner, for any reason, fail to maintain when ordered, then the Municipal Engineer, at the Engineer's option, after giving the Owner seven (7) days written

notice (or without notice if an emergency or danger to the public exists), may do so, and the whole costs, charges and expenses so incurred by the Village will be payable by the Owner, as provided for herein. The decision of the Municipal Engineer will be final with respect to the necessity for repairs, or the adequacy of any work done.

Once any water mains covered by this Agreement are connected to the Village water system, only Village workers or contractors under the direct supervision of the Village may undertake work on such water mains. As such, Village workers or contractors retained by the Village will correct any defects, imperfections, acts of vandalism, settlements and/or rechlorination and flushing of such water mains which is deemed by the Municipal Engineer to be necessary, during the one (1) year period from the date shown on the Certificate of Completion, and the whole of such costs, charges and expenses so incurred by the Village in undertaking such work including but not limited to contractor costs will be payable by the Owner as provided for herein. Any rechlorination and flushing work on any water main, or water main break, shall be considered to be "emergency work" and as such the Owner may not receive prior notice that such work is being undertaken by the Village.

Prior to the release of the Performance Security for the works and services the Owner will deliver to the Village a maintenance security in accordance with the Subdivision Servicing Bylaw.

B.15 Certificate of Final Acceptance

The Village covenants and agrees that upon satisfactory completion by the Owner of all the covenants and conditions in this Agreement, including the maintenance of the Works and Services in complete repair for a period of one (1) year, to provide the Owner with a Certificate of Final Acceptance of the Works and Services, signed by the Municipal Engineer. Notice of Final Acceptance of the Works and Services will be issued by the Municipal Engineer when all deficiencies have been corrected, as-built drawings and service record cards received, and the maintenance period outlined herein has expired. Refer to Appendix H.

All such Works and Services remain at the risk of the Owner until the Certificate of Final Acceptance for the Works and Services has been issued.

B.16 Final Building Inspection Withheld

The Owner acknowledges and agrees that the Village will withhold the granting of a Final Inspection for the use of any building or part thereof, constructed upon the Lands until all the Works and Services required herein have been completed to the satisfaction of the Municipal Engineer.

B.17 Owner Indemnifies Village

The Owner covenants and agrees to save harmless and indemnify the Village against:

- (a) all actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works and Services;
- (b) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works and Services resulting in damage to any property owned in whole or in part by the Village for which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, install, maintain or repair;
- (c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, WorkSafe BC assessments, Employment Insurance, Canada Pension Plan, Federal and Provincial Tax, Property Reinstatements or encroachments owing to mistakes in survey;
- (d) 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 and Services installed by the Owner.

The above sub-clauses shall not be construed as to extinguish any rights which the Village would have were it not for the inclusion of this Clause 17 (seventeen) of this Agreement

Insurance Coverage by Owner

The Owner covenants and agrees to provide the following insurance coverage, and to provide the Village with a copy of the insurance policy prior to the commencement of any construction of the Works and Services.

- (e) To protect the Owner and the Village against all claims arising out of:
 - (i) Death or injury to persons and,
 - (ii) Damage to or loss of any Village buildings, structures, stores, equipment and materials included in or required for the carrying out of the Works and Services.
- (f) Every policy of insurance required shall:
 - (iii) Name "THE VILLAGE OF BURNS LAKE" as an 'Additional Insured' and,
 - (iv) State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and,
 - (v) State that the policy cannot be canceled, lapsed or materially changed without at least thirty (30) days written notice to the Village, delivered to the Municipal Engineer.

The Owner shall at his sole expense throughout the currency of this Servicing Agreement carry Comprehensive Liability Insurance acceptable to the Village of Burns Lake in the amount of at least Two Million Dollars (\$2,000,000.) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of the Owners obligation under Clause 17 (seventeen) of this Agreement. Refer to Appendix K.

B.18 Worksafe BC Designated Prime Contractor

Where the Owner constructs Works and Services on dedicated highways and other right(s)-of-way controlled by the Village, on the terms and conditions herein, and in the manner required by and at the places specified in Appendix "B-C" of this Agreement and Specifications contained and forming part of the Subdivision Servicing Bylaw, the Owner shall, seven (7) days prior to the start of the construction works and services, complete and submit to the Village, a completed Worksafe BC Designated Prime Contractor form. (Appendix B-E)

B.19 Performance Security

As Security for the due performance of all of the covenants and promises contained in this Agreement, the Owner will on signing this Agreement deposit with the Village of Burns Lake a Performance Security Deposit, calculated in Appendix 'B-D' (Item D.2), of this Agreement, in the amount of \$ _____ in the form of Cash or an Irrevocable Letter of Credit acceptable to the Village (herein called the Performance Security).

In the event that the Owner fails to construct and install the Works and Services prescribed herein within the time specified in Clause 5 (five) of this Agreement, the said Performance Security of \$ _____ will be forfeited to the Village.

B.20 Consent to Forfeiture of Performance Security For Deferred Works

The Owner acknowledges that construction of the following Works and Services are premature and/or may give rise to risk of public safety and agrees therefore to forfeit the amount of the Performance Security indicated. The Village will retain this amount and will use it to construct the said Works and Services at a future time of its choosing. The Village will not claim any further compensation from the Owner and the Owner will have no entitlement to return any part of the forfeited amount.

Proposed Works and Services	Security Amount Forfeited
_____	_____
_____	_____
_____	_____

B.21 Use of Performance Security

The Owner agrees that if all the Works and Services or obligations are not completed, installed or performed pursuant to this Agreement, the Village may complete or fulfill the Works and Services or obligations at the cost of the Owner and deduct from the Performance Security held by the Village the cost of such completion, and the balance of the deposit shall be returned to the Owner, less any additional administration fees or costs incurred. If there is insufficient money on deposit with the Village, then the Owner will pay such deficiency to the Village immediately upon receipt of the Village's bill for completion. It is understood that the Village may do such Works and Services either by itself or by contractors employed by the Village. If the Works and Services are completed as herein provided, then the deposit shall be returned to the depositor.

B.22 Release of Security and Provision of One Year Maintenance Security

If the Municipal Engineer is of the opinion that the Works and Services or any portion thereof have been adequately completed, and the Owner's covenants performed in compliance with this Agreement, and if there is no litigation pending or threatened by any third party against the Village as a result of, or arising from, the construction of the Works and Services, the Municipal Engineer may return all, or any portion of the Performance Security to the Owner at such times and in such amounts as the Municipal Engineer may deem proper, provided only that the Municipal Engineer will retain an amount equal to Ten (10%) Percent of the Performance Security Deposit, with a minimum of One Thousand (\$1,000.) to secure the performance of the maintenance required of the Owner (hereinafter called the Maintenance Security).

B.23 Return of Maintenance Security

If at the end of the one (1) year maintenance period the Municipal Engineer is satisfied that the Owner has complied with the covenants contained in this Agreement and if there is no litigation pending or threatened by any third party against the Village as a result of, or arising from, the construction of the Works and Services, the Municipal Engineer may direct that the Maintenance Security or any portion thereof, be returned to the Owner and thereafter the Owner's responsibility for the Works and Services shall cease.

B.24 Administration Fee

The Owner covenants and agrees to pay to the Village a non-refundable administration fee, in the amount calculated in Appendix 'B-D' (Item D.1), of this Agreement, to cover Village administration and processing costs. This administration fee is payable by cash or cheque prior to signing of this Agreement and the commencement of the Works and Services.

B.25 No Other Representations

It is understood and agreed that the Village has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner other than those in this Agreement.

B.26 Compliance with Bylaws

Subject to this Agreement, the proposed Works and Services and the development herein shall comply with all of the Bylaws of the Village of Burns Lake.

B.27 No Waiver

The Owner covenants and agrees that nothing contained or implied herein shall prejudice or affect the rights and powers of the Village in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said Lands as if the Agreement had not been executed and delivered by the Owner.

B.28 Notice to Owner

Any demand or notice required or permitted to be given under the provisions of this agreement shall be in writing and may be given by mailing such notice by prepaid registered post to the party concerned at the address of such party first above-recited, and any such notice or demand mailed as aforesaid shall be deemed to have been received by the party to whom it is addressed on the second business day after the date of posting thereof.

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

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

FOR SIGNED, SEALED AND DELIVERED
 The Corporate Seal of

Was hereunto affixed in the presence of

Signature _____

Name _____

Title _____

SEAL

FOR SIGNED, SEALED AND DELIVERED
By the above named in the presence of (witness)

Signature _____

Owner's Signature

Name _____

Occupation _____

Address _____

Owner's Signature

FOR THE VILLAGE OF BURNS LAKE was hereunto affixed in the presence of
SIGNED SEALED, AND DELIVERED
The Corporate Seal of the Village of Burns Lake

Administrator of the Village of Burns Lake

APPENDIX "B-A"

COPY OF THE SUBDIVISION PLAN OF THE LANDS.

APPENDIX "B-B"

**A LIST OF THE WORKS AND SERVICES TO BE OWNED AND
MAINTAINED BY THE VILLAGE OF BURNS LAKE AND AN ESTIMATE OF
THEIR RESPECTIVE CONSTRUCTION COSTS.**

APPENDIX "B-C"

**CONSTRUCTION DRAWINGS TO BE USED FOR THE
CONSTRUCTION OF THE WORKS AND SERVICES.**

APPENDIX "B-D"

**NON-REFUNDABLE ADMINISTRATION FEE AND
PERFORMANCE SECURITY**

D.1 Non-Refundable Administration Fee

In accordance with Clause 12 of the Village of Burns Lake Subdivision Servicing Bylaw the Owner covenants and agrees to pay the Village of Burns Lake a non-refundable administration fee to cover Village administration and processing costs.

Total non-refundable administration fee \$ _____
(Cash or Cheque)

D.2 Refundable Performance Security

Total cost for Construction of Works and
Services as per Appendix "B-B" \$ _____^(B)

Performance Security \$ _____^(B) X 1.25 = \$ _____
(Cash or Irrevocable Letter of Credit)

APPENDIX "B-E"

WORKSAFE BC DESIGNATED PRIME CONTRACTOR

Designation of Contractor as Prime Contractor for Village Project

Village of Burns Lake Information

Contract Number: _____

Description: _____

Contact Person: _____

Prime Contractor Information

Name of Prime Contractor: _____

Address: _____

Phone: _____

Prime Contractor WorkSafe BC Account Number: _____

Person in Charge of Project _____

Person Responsible for Coordinating Health and Safety Activities: _____

Prime Contractor's Declaration as per Workers' Compensation Act

I/we acknowledge, in accordance with the Workers' Compensation Act (RSBC 1996) Chapter 492, Part 3, Division 3, Sections 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124 that I/we are the "Prime Contractor" and are qualified to act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act. And further that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Workers Compensation Act and the Occupational Health and Safety Regulations.

Prime Contractor's Signature

Date: _____

APPENDIX C: STATUTORY RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this _____ day of _____ A.D, 20_____

BETWEEN: _____ (hereinafter call the "Grantor")

OF THE FIRST PART

AND: THE CORPORATION OF THE VILLAGE OF BURNS LAKE, a body corporate, duly incorporated under the laws of the Province of British Columbia, having an office at 15-3rd Avenue, in the Village of Burns Lake, Province of British Columbia V0J 1E0.

(hereinafter call the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered Owner of, or is entitled to become the registered Owner of, an estate in fee simple of ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the Village of Burns Lake, in the Province of British Columbia, and being more particularly known and described as:

(hereinafter called the "Lands of the Grantor")

AND WHEREAS the Grantor and Grantee have agreed to enter into this agreement pursuant to Section 214 of the Land Title Act, RSBC 1996, Chapter 219 and amendments thereto:

AND WHEREAS it is necessary for the operation and maintenance of the Grantee's undertaking, hereinafter described, to install and maintain a system of sewerage works, and/or water works, and/or drainage works, and/or gas works including all pipes, valves, fittings, buildings and facilities in connection therewith and/or hydro electric works including all wires, poles, conduits and other facilities in connection therewith:

(hereinafter called the "Works")

The Grantor has agreed to permit the construction by the Grantee for the aforementioned works on a portion of the said Land and to grant for that purpose the right-of-way hereinafter described:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of _____ Dollars (\$ _____) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt

Form C/10

and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration:

THE GRANTOR DOTH HEREBY:

C.1 Grant, convey, confirm and transfer, in perpetuity, unto the Grantee the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of Works upon, over, under and across that part of the Land of the Grantor as shown outlined in heavy black on right-of-way Plan Number: _____ and designated as _____.

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

C.1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, machinery, vehicles, equipment and materials be entitled at all time to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful, or convenient in connection with the operations of the Grantee in relation to the Works;

C.1.3 Grant, convey, confirm and transfer unto the Grantee for itself and its servants, agents, workman, contractors and all other licensees of the Grantee, together with machinery, vehicles, equipment and materials the right at all reasonable times to enter upon and to pass and repass over such of the Lands of the Grantor as may be reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way;

C.1.4 Grant, convey, confirm and transfer unto the Grantee for itself and its servants, agents, workmen, contractors, and all other licensees of the Grantee, together with machinery, vehicles, equipment and materials for a period of ___ days only from the date of this Agreement, the full, free and uninterrupted right, license, liberty, privilege, permission and right-of-way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress to and egress from the Perpetual Right-of-Way and for the purpose of storing machinery, equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurface material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands of the Grantor, shown outlined in green on the Right-of-Way Plan Number: _____;

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

Provided always, and it is hereby agreed that nothing herein contained shall permit the Grantee to dig, trench or otherwise disturb the sub-surface of the Working Right-of-Way, and the Grantee shall only clear such trees and growth and interfere and disturb the surface of the Working Right-of-Way in a manner that is reasonably necessary in the conduct of its operations thereon;

C.2 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE, as follows:

C.2.1 That the Grantor will not, nor permit any other person, to erect, place, install or maintain any building, structure, mobile home, concrete or asphalt driveway or patio, pipe, wire or other conduit on, over or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to

Works authorized hereby to be installed in or upon the Perpetual Right-of-Way.

- C.2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works, and in particular, will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld;
- C.2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way, and in particular, without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any Works installed in the Perpetual Right-of-Way;
- C.2.4 That the Grantor will from time to time and at all times upon every reasonable request, and at the cost of the Grantee do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better, assuring unto the Grantee of the rights hereby granted;

C.3 THE GRANTEE HEREBY COVENANTS TO AND AGREES WITH THE GRANTOR, as follows:

- C.3.1 That the Grantee will not bury any debris or rubbish or any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- C.3.2 That the Grantee will thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Grantee, and will leave such lands in a neat and clean condition;
- C.3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the lands of the Grantor, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands; PROVIDED, HOWEVER, that nothing herein contained shall require the Grantee to restore any trees or other surface growth, but the Grantee shall leave such lands in a condition which will not inhibit natural regeneration of such growth;
- C.3.4 That the Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands of the Grantor as possible;
- C.3.5 That the Grantee will make good at its own expense all damage or disturbance which may be caused to the surface soil of the Lands of the Grantor in the exercise of its rights hereunder;
- C.3.6 That the Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at the Grantee's cost as nearly as may be possible to the same condition that they were in prior to any entry by the Grantee upon the Lands.

C.4 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER, as follows:

- C.4.1 The said Works referred to above, together with all pipes, manholes, valves and conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments or devices used in connection therewith shall constitute the Works;

- C.4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Perpetual Right-of-Way by the Grantee shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee;
- C.4.3 In the event the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place;
- C.4.4 That no part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all of the Lands of the Grantor subject only to the rights and restrictions herein contained;
- C.4.5 That the covenants herein contained shall be covenants running with the land and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor's seisin or ownership of any interest in the Lands of the Grantor, and with respect only to that portion of the Lands of the Grantor of which the Grantor shall be seized or in which he shall have an interest, but that the Lands of the Grantor, nevertheless, be and remain at all times charged therewith;
- C.4.6 If at the date hereof the Grantor is not the sole registered Owner of the Lands of the Grantor, this agreement shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall acquire a greater or the entire interest in fee simple this Agreement shall likewise extend to such after-acquired interests;
- C.4.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint;
- C.4.8 This agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns, as the case may be; and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used; where the parties of the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing.

THE COMMON SEAL OF THE GRANTOR was hereto
Affixed this _____ day of _____ 20____, in the
Presence of:

Signature of Witness:

SEAL

Address

Occupation
(as to all signatures of the Grantor)

THE CORPORATE SEAL OF THE VILLAGE OF BURNS LAKE
Was hereunto affixed this _____ day of _____
20____, in the presence of:

SEAL

Administrator of the Village of Burns Lake

CONSENT TO GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS THAT is the registered holder of a charge by way of _____ against the within-described property, which said charge is registered in the Land Title Office, City of Kamloops, under Number _____, for and in consideration of the sum of One Dollar (\$1.00) paid by the Village of Burns Lake to the said charge holder (the receipt whereof is hereby acknowledged), agrees with the Village of Burns Lake, its successors and assigns, that the within Right-of-Way shall be an encumbrance upon the within-described property in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed, sealed and delivered in the presence of its duly authorized officers this _____ day of _____ 20_____.

SIGNED, SEALED AND DELIVERED BY THE Grantor
This _____ day of _____ 20_____ in the presence of

Signature of Witness:

SEAL

Address

Occupation
(as to all signatures of the Grantor)

THE CORPORATE SEAL OF THE VILLAGE OF BURNS LAKE
Was hereunto affixed this _____ day of _____
20_____, in the presence of:

SEAL

Administrator of the Village of Burns Lake

FORM 6

(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the _____ day of _____, 20__ at _____ in British Columbia, _____, personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of _____ and that he/she is the person who subscribed his/her name and affixed the Seal of the Corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the Seal to it, and that the Corporation existed at the date the instrument was executed by the Corporation.

IN TESTIMONY of which I set my hand at _____, British Columbia, this
_____ day of _____, 20_____.

A Commissioner for Taking Affidavits for British Columbia

APPENDIX D: CONFIRMATION OF COMMITMENT BY OWNER

Attention Municipal Engineer

Re:

(Description and Address) of Subdivision or Development

I, _____ have retained _____ as my/our
(Owner's Name) (Professional Engineer's Name)

Professional Engineer to undertake and/or coordinate and review all associated design criteria and "field reviews" required for this project. It is understood that my/our "Engineer" will take all such steps as regulated under the Provincial Statute for his/her profession and by the definition of "field reviews" herein under set forth, to ascertain that the design will comply and construction of the project will substantially conform in all material respects with the provisions of the Village of Burns Lake's Subdivision Servicing Bylaw, all other amendments thereof, and other applicable permits, Bylaws, Acts and regulations which apply to this project. My/our "Engineer" will also ensure that all work is completed in accordance with the construction drawings approved by the Village of Burns Lake. My/our "Engineer" will ascertain that only qualified personnel are retained to carry out tests, inspect or carry out design work, detailing or "field reviews".

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

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

The Owner will notify the Municipal Engineer in writing thirty (30) days prior to the intended termination of or by the "Engineer". It is understood that the work on the above project will cease as of the effective date of termination, until such time as a new appointment is made.

Witness Name (Print)

Owner or Owner's Appointed Agent (Print)

Witness Signature
(Signature)

Owner or Owner's Appointed Agent

Address (Print)

Date

Occupation

Title of Agent (if applicable)

The Corporate Seal of

Was hereunto affixed in the presence of

The above must be signed by the Owner or his/her appointed Agent. The signature must be witnessed. If the Owner is a company, the corporate seal of the company must be affixed to the document in the presence of its duly authorized officers. The officers must also sign, setting forth their positions in the company.

The "Engineer" acknowledges that he/she has been retained to ascertain that the design will comply and construction of the project will substantially conform in all material respects with the Bylaws as set out above and will submit letter(s) of Professional Design Assurances from others, as needed, for the approval of the subdivision or development. Furthermore, the "Engineer" hereby covenants that their firm presently carries Errors and Omissions insurance in the amount of \$_____.

My/our "Engineer" will upon completion of the work provide a completed "Certificate of Inspection" form in accordance with Subdivision and Development Servicing Bylaw. My/our "Engineer" will further provide upon completion all supporting documentation required by the Village of Burns Lake to verify conformance of the work.

Name of Professional (Print)

Signature of Professional Engineer

Date

Mailing Address (Print)

Phone

APPENDIX E: CERTIFICATE OF INSPECTION

I hereby certify that all engineering and construction services, required under the Subdivision Servicing Bylaw of the Village of Burns Lake for the subdivision of:

LEGAL DESCRIPTION" _____

PROJECT NO: _____

Which services were designed by:

NAME OF FIRM: _____

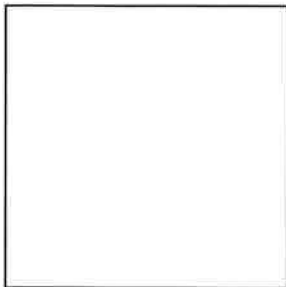
ADDRESS: _____

And approved for construction on drawing numbers:

Drawing No.	Date	Drawing No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have been inspected for compliance with this Bylaw by, or under the direction of,

I further certify that the "As-Built/Record" drawings hereby submitted represent the works and services as installed for the aforementioned subdivision and/or Development.



Engineer's Seal

Signature and Name of Professional
Engineer responsible for Design

APPENDIX F: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: _____

CONTRACTOR: _____

PROJECT NO: _____

FILE NO: _____

SERVICING AGREEMENT NO: _____

DATE: _____

This certificate is issued pursuant to the Village of Burns Lake Subdivision Servicing Bylaw and applies to the following Works and Services:

- | | | | |
|--------------------------------|--------------------------|-----------------------|--------------------------|
| Roads and Civil Works | <input type="checkbox"/> | Sanitary Sewer System | <input type="checkbox"/> |
| Drainage and Storm Sewer Works | <input type="checkbox"/> | Waterworks System | <input type="checkbox"/> |
| Independent Utilities | <input type="checkbox"/> | | |

The Maintenance Period for the Works & Services will begin on _____

The Maintenance Period for the Works & Services will end on _____

The Certificate of Completion will be issued when all deficiencies have been corrected. The Certificate of Final Acceptance will be issued when the maintenance period expires and all deficiencies that have arisen over the maintenance period have been corrected, and the Municipal Engineer has been satisfied all conditions of the Servicing and Development Agreement have been fulfilled.

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

The following is a **List of Deficiencies** related to the Work:

Municipal Engineer

APPENDIX G: CERTIFICATE OF COMPLETION

OWNER: _____

CONTRACTOR _____

PROJECT NO: _____

FILE NO: _____

LOCATION: _____

DATE: _____

The final construction inspection was held on _____ and all deficient items have been addressed to Village of Burns Lake satisfaction.

I _____, Professional Engineer of _____ hereby certify that all works and services reflect Village of Burns Lake standards and specifications, and that all works and services have been completed in accordance with the approved construction design drawings.

The Village of Burns Lake's acknowledgment of this certificate does not represent acceptance of the work, nor shall this act by the Village of Burns Lake prejudice any requirements of the agreement with the Owner, nor operate to relieve the Owner of any of his/her responsibilities thereunder.

Owner

Professional Engineer

Municipal Engineer

APPENDIX H: CERTIFICATE OF FINAL ACCEPTANCE

OWNER: _____

CONTRACTOR _____

PROJECT NO: _____

FILE NO: _____

SERVICING AGREEMENT NO: _____

DATE: _____

All deficiencies, defects or faults in the Works and Services observed or discovered within the period preceding the date of this Certificate have been rectified, this Certificate is issued pursuant to the referenced Subdivision and Development Servicing Bylaw.

This Certificate has been made to the best of the Municipal Engineer knowledge, information and belief. It does not constitute acceptance of any work not in accordance with the requirements of the Subdivision and Development Servicing Agreement, whether or not such defect(s) could have been observed during construction.

Municipal Engineer

cc: Owner

APPENDIX I: AGREEMENT TO PAY NON-REFUNDABLE DEPOSIT

I, (NAME) _____
(Owner)

ADDRESS: _____

Agree to pay the amount of \$ _____

towards the installation described as: _____

This payment is made pursuant to the Subdivision Servicing Bylaw, and is made in lieu of construction of the Works and Services as itemized on the attached form identified as "Estimate of Non-Refundable Deposit".

This payment is made as full compensation for the itemized works and services and fulfills all the requirements of the Subdivision and Development Servicing Bylaw.

FOR	SIGNED, SEALED AND DELIVERED)	
CORPORATE	The Corporation Seal of)	
INDIVIDUAL	Was hereunto affixed in the presence of)	SEAL

Signature: _____)

Title: _____)

FOR	SIGNED, SEALED AND DELIVERED)	
PRIVATE	By the above named in the presence)	
INDIVIDUAL	Of (witness))	

Signature: _____)

(Witness)

Name: _____)

Address: _____)

 Owner's Signature

FOR THE VILLAGE	SIGNED, SEALED AND DELIVERED)	
OF BURNS LAKE	The Corporate Seal of the Village of Burns)	
	Lake as hereunto affixed in the presence)	SEAL
	of)	

Administrator: _____)

APPENDIX J: COST SHARING AGREEMENT

BETWEEN VILLAGE OF BURNS LAKE (Village) and
 NAME (Owner): _____

ADDRESS: _____

The Village agrees to pay up to the amount of \$ _____ towards the

Installation described as: _____

1. It is agreed between the parties to this agreement that the above amount paid by the Village shall be full compensation for the excess or extended services under Section 939 of the Local Government Act required by the Village and that all costs associated in any way whatsoever with this installation which are in excess of the above amount shall be the full responsibility of the Owner to pay.
2. It is further agreed that the above amount will be paid as follows:
 - (a) Upon issuance of substantial completion \$ _____
 - (b) Upon receipt of all "Record Drawings" \$ _____
3. It is agreed that it is the sole responsibility of the Owner/Developer to arrange for the design and installation of the works according to Village requirements.

FOR CORPORATE BODY SIGNED, SEALED AND DELIVERED)
 The Corporation Seal of)
 Was hereunto affixed in the presence of) SEAL
)
 Signature: _____)

FOR PRIVATE INDIVIDUAL SIGNED, SEALED AND DELIVERED)
 By the above named in the presence)
 Of (witness))
)
 Signature: _____)
 (Witness))
 Name: _____)
) _____
 Address: _____) Owner's Signature

FOR THE VILLAGE OF BURNS LAKE SIGNED, SEALED AND DELIVERED)
 The Corporate Seal of the Village of Burns)
 Lake was hereunto affixed in the)
 presence of) SEAL
)
)
 Administrator: _____)

APPENDIX K: INSURANCE CERTIFICATE

OWNER: _____

PROJECT NO: _____

INSURANCE POLICY NO: _____

DATE: _____

PURSUANT TO the Standard Subdivision and Development Agreement Document (Appendix B), the Owner is required to obtain and maintain in force during the term of the Agreement Document, an insurance policy acceptable to the Village of Burns Lake.

I hereby certify that the attached insurance policy provides insurance coverage as required pursuant to Clause 18 of the Agreement Document between the Village of Burns Lake and the Owner and that the attached insurance policy is valid for the one (1) year term of the Agreement Document (Appendix B, Standard Subdivision and Development Agreement Document).

Certified by:

Authorized Insurance Agent: _____

Company: _____

Address: _____

SCHEDULE K: INSURANCE CERTIFICATE

Insurance Coverage by Owner

The Owner covenants and agrees to provide the following insurance coverage, and to provide the Village with a copy of the insurance policy prior to the commencement of any construction of the Works and Services:

- (a) To protect the Owner and the Village against all claims arising out of:
 - (i) Death or injury to persons; and
 - (ii) Damage to or loss of any Village buildings, structures, stores, equipment and materials included in or required for the carrying out of the Works and Services.

- (b) Every policy of insurance required shall:
 - (i) Name "THE VILLAGE OF BURNS LAKE" as an 'Additional Insured'; and
 - (ii) State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each Insured; and
 - (iii) State that the policy cannot be canceled, lapsed or materially changed without at least thirty (30) days written notice to the Village, delivered to the Municipal Engineer.

The Owner shall at his sole expense throughout the currency of this Servicing Agreement carry Comprehensive Liability Insurance acceptable to the Village of Burns Lake in the amount of at least Two Million Dollars (\$2,000,000.) with insurance companies licensed to carry on business in the Province of British Columbia.

APPENDIX L: LETTER OF CREDIT
(To Be On Bank Letterhead)

Letter of Credit No: _____

Amount: _____

Initial Expiry Date: _____

VILLAGE OF BURNS LAKE
15-3rd Avenue
BURNS LAKE, B.C. V0J 1E0

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (name and address of bank) for account of (name of Owner/Developer) UP TO AN AGGREGATE AMOUNT OF (dollars in writing and in numbers) available on demand.

PURSUANT TO THE REQUEST OF our customer, (name of Owner), we the (name of bank) hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those services and financial obligations set out in an agreement between the customer and the VILLAGE OF BURNS LAKE and referred to as (description of agreement and works and services covered).

THE AMOUNT of this Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at: _____, British Columbia this _____ day of _____, 20____.

COUNTERSIGNED BY:

(name of bank)

per:

APPENDIX M: FLUSHING / TESTING / DISINFECTION REPORT

PROJECT: _____ DATE: _____

LOCATION: _____ FILE: _____

DESCRIPTION: _____

FLUSHING:

Water Source: _____ Minimum flushing volume (Pipe Volume x 3) _____

Estimate flow rate: _____ Estimated flow time required: _____ Flushing completed: _____

PRESSURE TEST:

Allowable leakage = $NDP^{1/2}/(65000)(2Hr)$

N = Number of pipe joints = _____ D = Nominal diameter of pipe (mm) = _____

Static Pressure: _____ kPa P = Average test pressure during leakage test = _____
[1.5 x Static Pressure (Minimum – 1,380 kPa (200 psi))]

Allowable leakage calculated _____ Start time: _____ End time: _____

Test leakage recorded: _____ Pass: _____ Fail: _____

DISINFECTION:

Chlorine Source: _____ Calculated dosage: _____ Background residual: _____

Start time: _____ Starting residual _____ End time: _____ End residual: _____

Chlorine flushed: _____ 24 Hour stand time start: _____ End: _____

BACTERIOLOGICAL TEST:

Sample Date: _____ Time: _____ Testing Laboratory: _____

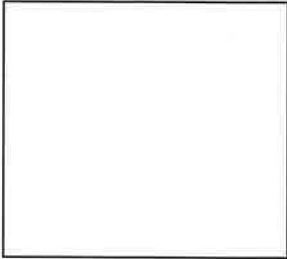
Number of Samples Required: _____ Sample(s) collected by _____

Test results: Pass _____ Fail _____ (Copy of Laboratory Results Attached)

Testing/Flushing points removed at Corporation Stop: _____

PROFESSIONAL ENGINEERS CERTIFICATION

I hereby certify that all flushing, disinfection and testing has been completed in accordance with the requirements of Subdivision and Development Servicing Bylaw.



Engineer's
Seal

Signature and name of the Professional
Engineer responsible for design

VILLAGE CONNECTION APPROVAL

Date

Municipal Engineer

APPENDIX N: FIRE HYDRANT FLOW TEST PROCEDURE AND REPORT

Location: _____

Date: _____ Time _____

1. Tested By: _____ Pressure Zone: _____
2. Map Reference No. _____
3. Location of Flow Hydrant _____
4. Gauge Hydrant #1 Location: _____
5. Gauge Hydrant #2 Location: _____
6. Gauge Hydrant #3 Location: _____

FLOW TEST RESULTS

	One Port Open				One Port Open			
	Flow Hyd.	Gauge Hyd.#1	Gauge Hyd.#2	Gauge Hyd.#3	Flow Hyd.	Gauge Hyd.#1	Gauge Hyd.#2	Gauge Hyd.#3
Date/Time:								
System static pressure prior to start of flow test (PSI)								
Pitot Pressure (PPSI)								
Residual pressure after Flow Hydrant Opened (PSI)								
Flow Recorded @ Flow Hydrant (USGPM)								
Discharge Port Diameter (in)								
Discharge Coefficient								
Mainline W/M dia @ Flow Hydrant (in)								

The flow hydrant must be located downstream of the gauge hydrant, so that the source of water is flowing past the gauge hydrant to the flow hydrant.

Note: A pressure drop of 25% from the static pressure is required in the pitot pressure to obtain a valid hydrant flow test.

Note: All flow tests shall be undertaken in general conformance with the Fire Underwriters Survey recommended test procedures.

Test Date: _____

Test Time: _____

Gauge Hydrant: _____

HYDRANT NUMBER _____
HYDRANT LOCATION _____
STATIC PRESSURE _____
RESIDUAL PRESSURE: _____

Flow Test #1 Flow Test #2

_____ psi 0 psi
_____ psi _____ psi

Flow Hydrant:

HYDRANT NUMBER _____
HYDRANT LOCATION _____
STATIC PRESSURE _____
PITOT GAUGE READING (PRESSURE) _____
FLOW OPENING DIAMETER: 2.5 inches
NUMBER OF PORTS OPEN 1 ports

_____ psi 0 psi
_____ psi _____ psi
2.5 inches 2.5 inches
1 ports 2 ports
_____ 0%

NFPA Section 2.3: DROP IN PRESSURE >25% FOR VALID TEST

FLOW CALCULATIONS

$G = 24.84 \times D^2 \times C \times P^{1/2}$

- G = FLOW IN igpm
- D = NOZZLE DIAMETER IN INCHES
- P = PITOT GAUGE READING IN PSI
- C = COEFFICIENT (USUALLY 0.9 FOR FULL FLOW)

$Q_{(r)} = Q_{(t)} \times (H_{(r)} / H_{(t)})^{0.54}$

- $Q_{(r)}$ = COMPUTED DISCHARGE AT THE SPECIFIED RESIDUAL PRESSURE IN igpm
- $Q_{(t)}$ = TOTAL DISCHARGE DURING TEST IN igpm
- $H_{(r)}$ = DROP IN PRESSURE FROM INITIAL VALUE (STATIC PRESSURE AT GAUGE HYDRANT) TO SPECIFIED RESIDUAL IN psi
- $H_{(t)}$ = PRESSURE DROP DURING TEST IN psi

CALCULATED FLOW AT FLOW HYDRANT

Flow Test # 1 Flow Test # 2
_____ igpm _____ igpm

THEORETICAL FLOW AT FLOW AT A DESIRED RESIDUAL PRESSURE

20 psi _____ igpm _____ igpm

Based on this hydrant flow test, and background demand at time of the test, the theoretical flow at Hydrant No. _____ is _____ igpm at a residual pressure of 20 psi.

APPENDIX O: SIGNED RELEASE

To Property Owner of:

Your signature indicates that you are completely satisfied with the work done in the restoration of your property.

Property Owner:

Print

Signature

Street Address: _____

Legal Description: _____

Date: _____

APPENDIX P: SUPPLEMENTARY DETAIL DRAWINGS

P.1 GENERAL

P1.1 Application of Specification Drawings

Specification Drawings are applicable where the provisions of Appendix A of the Village of Burns Lake Subdivision Servicing Bylaw require the preparation of design drawings for: roads, water, sanitary sewer, drainage, curbs, gutters, sidewalk, underground hydro, telephone, CATV, gas, street lighting, landscaping, and other permanent structures.

The application of Specification Drawings is project specific. Where required, the Municipal Engineer will clarify which Specification Drawings are applicable to the Subdivision or Development for which application has been made.

Where no standard in these Specification Drawings is applicable for the works and services required, instructions and requirements will be in accordance with the latest version of the Master Municipal Construction Documents.

P.2 SPECIFICATION DRAWINGS

P2.1 Engineering Drawings

Specification Drawings

SC-1 Service Card Utilities and Services

TB Title Block


LEGAL DESCRIPTION					
LOT	R/L	D/L	1/4	SEC	T/P
					PLAN

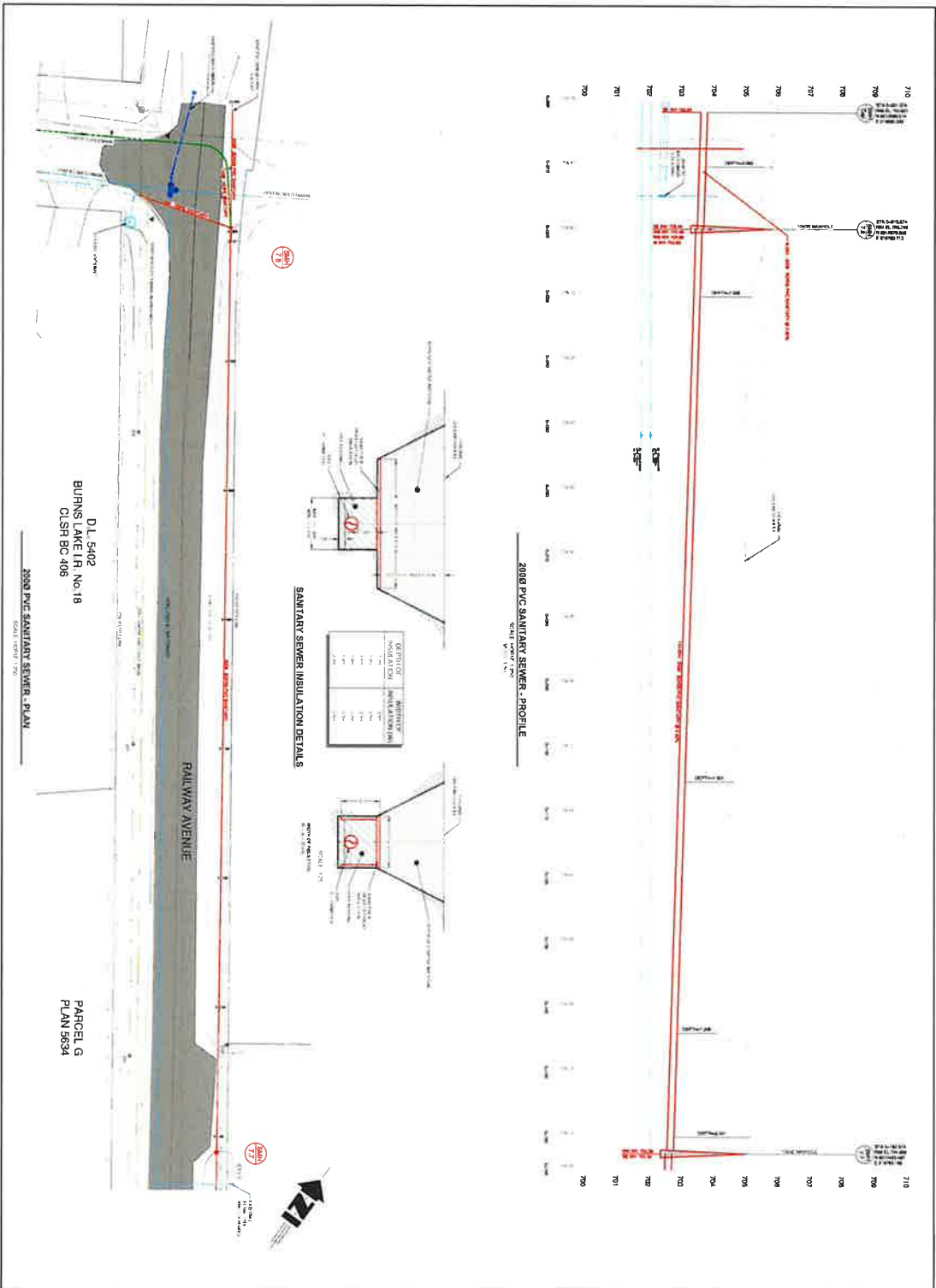


Municipal Services Record

ADDRESS OF PROPERTY	

*ALL INFORMATION TO BE METRIC

SERVICE CODE	WATER	SANITARY	STORM	
DATE OF APPLICATION				
PERMIT NUMBER				
INSTALLED BY				
CONNECTION DATE				
SIZE OF SERVICE				
TYPE OF PIPE				
LOCATION OF CLEANOUT OR WATER SHUT OFF AT PL				
DEPTH AT PROPERTY LINE				
LENGTH OF CONNECTION				
DEPTH AT MAN				
DIST FROM LOWER MANHOLE OR WATERMAN LINE VALVE				
WORKS COMPLETED BY V.O.B. OR CONTRACTOR NAME				
COMMENTS				
CONSULTANT				
WORKS COMPLETED BY (EMPLOYEE NO.) CARD COMPLETED BY				
No	Date	REVISION	DATE	
ATTENTION THE VILLAGE OF BURNS LAKE DOES NOT ACCEPT RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS. ALL INFORMATION MUST BE CONFIRMED IN THE FIELD BY THE USER.			Drawing No SC-1	



CONSULTANT LOGO	
PROJECT NAME	
SAMPLE STANDARD DRAWING FOR CONSTRUCTION DRAWING	
8TD-1	