

REGIONAL DISTRICT OF CENTRAL OKANAGAN
SUBDIVISION SERVICING BYLAW NO. 1397, 2016

A bylaw to regulate and require the provision of *works* and services for the *subdivision* of land within the *Regional District* of Central Okanagan Electoral Areas.

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WHEREAS the Board of the *Regional District* of Central Okanagan wishes to repeal and replace *Subdivision* and Development Servicing Bylaw No. 704, 1996;

AND WHEREAS pursuant to Part 14: Division 11 of the Local Government Act, a local government may, by bylaw, regulate and require the provision of *works* and services in respect of the subdivision of land;

NOW THEREFORE, the Board of the *Regional District* of Central Okanagan, in open meeting assembled, ENACTS as follows:

1 TITLE

- 1.1 This bylaw may be cited as the "*Regional District* of Central Okanagan *Subdivision* Servicing Bylaw No. 1397, 2016".

2 PURPOSE

- 2.1 The purpose of this bylaw is to establish standards for *works* and services which must be constructed and installed to service any *subdivision* of lands within the Electoral Areas of the *Regional District*, for the benefit of the community as a whole.

3 APPLICATION

- 3.1 This bylaw applies to all *subdivision* of lands within the Electoral Areas of the *Regional District*, subject to the Local Government Act.

4 INTERPRETATION

4.1 Severability

- 4.1.1 If any section, subsection, sentence, clause or phrase of this bylaw is deemed to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the bylaw.

4.2 Masculine / Singular

- 4.2.1 Gender specific terms in this bylaw include both genders, words in the singular include the plural, and words in the plural include the singular.

4.3 Schedules

- 4.3.1 Schedules 'A' to 'I' are attached to and form part of this bylaw.

4.4 Other Legislated Requirements

- 4.4.1 Nothing in this bylaw relieves any person or organization from complying with any provision of any Federal or Provincial legislation, or any other bylaw of the *Regional District*. Where there is a conflict of regulations, the more stringent shall apply.

4.5 Duty of Care and Cause of Action

- 4.5.1 All works, services, improvements, and all matters required pursuant to this bylaw are the responsibility of the owner and *applicant* and all persons acting on their behalf. No *approval* of any kind, certificate, permit, review, inspection, or other act or omission by the *Regional District* or any of its representatives, including any enforcement or lack of enforcement of the provisions of this bylaw, shall relieve the owner and *applicant* and all persons acting on their behalf from this duty pursuant to this bylaw and shall not create any cause of action in favour of any person.

4.6 Definitions

- 4.6.1 In this bylaw, unless the context otherwise requires, all words and phrases shall have their normal or common meaning except where they are changed, modified or expanded in this section of this bylaw. All words or expressions used in the bylaw and defined in the Land Title Act, or the Local Government Act shall have the meaning assigned to them in those Acts.

"applicant" means a person applying for the *approval* of a *subdivision* whether as an owner thereof or his duly authorized agent.

"approval" means *approval* in writing from the *authority having jurisdiction*.

"Approving Officer" means an *Approving Officer* designated as such for a rural or unincorporated area pursuant to the Land Title Act.

"authority having jurisdiction" means the governmental body responsible for, or the official, or agency designated by the governmental body to be responsible for, the administration and enforcement of regulations in regard to a matter within the scope of this bylaw.

"Bare Land Strata Regulations" means Bare Land Strata Regulation 75/78 pursuant to the Strata Property Act.

"community wastewater" means a system for the collection, treatment and disposal of sanitary sewage, which serves two or more lots and is operated under an authorization pursuant to the Public Health Act or the Environmental Management Act.

"community water" means a domestic water system operated under an authorization pursuant to the Drinking Water Protection Act.

"dwelling unit" means one or more rooms used for the residential accommodation of one household.

"Engineer" means a person who is registered or licensed as an *Engineer* in good standing under the Engineers and Geoscientists Act.

"highway" includes a street, road, lane, bridge, viaduct and any other way open to the use of the public as defined by the Transportation Act, but does not include a private right-of-way on private property.

"improvement district" means an *improvement district* incorporated under the Local Government Act.

"MMCD" means the Municipal Infrastructure Design Guideline Manual and the Master Municipal Specifications and Standard Detail Drawings in Volume II of the Platinum Edition of the Master Municipal Construction Documents (2009) published by the Master Municipal Construction Documents Association, and include:

- a) the definitions of such terms used in the Master Municipal Specifications and Standard Detail Drawings as are set out in the General Conditions in Volume II; and
- b) all documents supplemental to the Master Municipal Specifications, the Standard Detail Drawings and the relevant definitions set out in the General Conditions that are issued from time to time by the Association,

but exclude all references to measurement and payment in the Master Municipal Specifications.

"potable water" means water that meets the standard set out in Schedule A to the Drinking Water Protection Regulation.

"private water source" means a water supply from a well or surface water, not from a community water system, that serves a single parcel of land.

"qualified professional" in relation to groundwater matters means qualified in hydrogeology.

"Regional District" means the *Regional District* of Central Okanagan.

"Services Signoff" means a document issued under Section 9.6 of this bylaw.

"subdivision" has the same meaning as in the Local Government Act.

"works" means any public service, facility or utility which is required or regulated by this bylaw and includes, but is not limited to: road and storm drainage, a *community water* system with fire flows, and collection and disposal of *community wastewater*.

"zone" means a *zone* established under a Zoning Bylaw, or a Land Use Designation established under a Rural Land Use Bylaw of the *Regional District* governing the use of land adopted pursuant to the Local Government Act.

5 GENERAL PROVISIONS

5.1 Compliance

- 5.1.1 No parcel of land may be subdivided unless the *subdivision* conforms to this bylaw and other bylaws of the *Regional District*.
- 5.1.2 This bylaw outlines the minimum requirements and regulations pertaining to the *subdivision* of land. The Ministry of Transportation and Infrastructure and other agencies may have additional requirements, regulations, and *approval* procedures not contained within the bylaw. It is the *applicant's* responsibility to ensure that the requirements, regulations and *approval* procedures of all agencies having jurisdiction are met. Where requirements and regulations of other agencies are inconsistent with this bylaw the more stringent requirements and regulations shall apply.

5.2 Statutory Right of Way

- 5.2.1 *Works* constructed and installed under this bylaw must be located within dedicated *highways* or, with the *approval* of the *Regional District*, within statutory right of way granted by the owner in favour of the *Regional District* or other agencies having jurisdiction.
- 5.2.2 Where the owner is required to grant right of way to the *Regional District*, the owner must register the right of way in the Land Title Office using the Standard Charge Terms, Filing Number ST030105, as contained in Schedule 'B' of this bylaw.
- 5.2.3 Upon registration of the right of way and before release of any security being held by the *Regional District*, the owner must submit a copy of the registered right of way plan and agreement to the *Regional District*.
- 5.2.4 All costs pertaining to the acquisition, surveying and registration of the right of way shall be at the expense of the owner.
- 5.2.5 The minimum width for statutory right of way shall be 4.5 m for the first system of *works*, plus 1.5 m for each additional system of *works*. For deep sewers, the *applicant* may be required to provide additional width in order to insure that any future excavation will comply with the Workers Compensation Act.

5.3 Expense of Works and Services Borne by Owner

- 5.3.1 All *works* and services or any documentation required by this bylaw must be designed, located, constructed, installed, and supplied at the expense of the owner.

5.4 Transfer of Ownership

- 5.4.1 *Works* constructed and installed under this bylaw become the property of the *Regional District* or the agency having jurisdiction, on issuance of the Certificate of *Works* Installation.

5.5 Insurance

- 5.5.1 Where *works* are required, the owner must provide and maintain, at the owner's expense, at all times until the end of the maintenance period, Comprehensive General Liability Insurance coverage, covering premises and operations liability, contingency liability with respect to contractual liability and automobile liability for owned, non-owned and hired units.
- 5.5.2 The limits of liability must be not less than \$5,000,000.00 for each occurrence for bodily injury, death and damage to property.
- 5.5.3 The policy or policies must be with a company or companies, and on such terms, as are acceptable to the *Regional District*.
- 5.5.4 Each policy must provide that it cannot be cancelled, lapsed, or materially altered without a minimum thirty (30) days notice in writing to the *Regional District* by registered mail, must name the *Regional District* and its officials and employees as an additional insured, and must contain a cross-liability clause.
- 5.5.5 The insurance coverage required to be provided by the owner may be embodied in a blanket insurance coverage obtained by the owner generally in connection with this

section.

- 5.5.6 The owner must deliver a copy of each insurance policy with a letter from the insurance provider confirming the policies meet or exceed these requirements, to the *Regional District* prior to the commencement of construction of the *works*.

5.6 Servicing Requirements

- 5.6.1 An *applicant* who applies for *subdivision* must provide as a condition of *approval* the *works* and services that are required to be provided under this bylaw:

- a) on a *highway* immediately adjacent to the parcel being subdivided, up to the centre line of the *highway*, and;
- b) on the parcel itself.

- 5.6.2 The construction, installation, and connection of all *works* and services must conform to:

- a) the design drawings marked "Approved for Construction" by the *Regional District*, and;
- b) the provisions of this bylaw.

5.7 Boundary Adjustment

- 5.7.1 Where an owner is making an application to adjust parcel boundaries and is not creating any additional parcels, the owner must provide a plan prepared by a surveyor indicating the existing buildings and structures with setbacks from property lines, and the locations of all existing services, including electrical, water, sewer, and onsite sewage disposal, if applicable, and identifying which parcel each one will service.

- 5.7.2 Where an existing service line or facility is not located within the proposed parcel which it will service, the owner must grant an easement in respect of the service line or facility to the owner of the parcel being served.

5.8 Certificate to Commence Construction of Works

- 5.8.1 No person shall excavate or fill land for the purpose of constructing *works* required by this bylaw, nor shall any person construct or install any of the *works* as required by this bylaw until a Certificate to Commence Construction of *Works* is issued.

- 5.8.2 The *Regional District* must not issue a Certificate to Commence Construction of *Works* until the *applicant* submits the following information in accordance with the provisions of this bylaw:

- a) three complete sets of design drawings showing all pertinent information as required by this bylaw and prepared in accordance with Schedule 'C'.
- b) detailed design calculations in support of the fire flows and storage required in the design of a *community water* system.
- c) detailed design calculations in support of a *community wastewater* system.
- d) Letter of Commitment by Owner and *Engineer* as contained in Schedule 'D'.
- e) Letter of Commitment to Design and Field Review as contained in Schedule 'E'.
- f) letters approving design from the Ministry of Transportation and Infrastructure, applicable *improvement district*, and other agencies having jurisdiction.

- g) a copy of the owner's Insurance Policy for Comprehensive General Liability Insurance coverage, in accordance with section 5.5 of this bylaw.

5.9 Subdivision Servicing Agreement

- 5.9.1 A *subdivision* may be given final *approval* prior to completing the construction and installation of the required *works*, where:
- a) the owner enters into a *Subdivision Servicing Agreement* with the *Regional District* as contained in Schedule 'H', and;
 - b) The owner deposits with the *Regional District*, security in the form of an unconditional, irrevocable and automatically renewing letter of credit in the amount of:
 - i. one hundred twenty five percent (125%) of the value for the construction and installation of the *works*, plus;
 - ii. one hundred twenty five percent (125%) of the owner's *Engineer's* fee for the design and inspection of the *works* as estimated by the owner's *Engineer*, plus;
 - iii. security for the owner's maintenance obligations in accordance with Table 9.4.1 - Maintenance Security, plus;
 - iv. one thousand dollars (\$1,000.00) per sheet for drafting deficiencies, and;
 - c) The *applicant* complies with the provisions of section 5.8, and;
 - d) The owner has paid to the *Regional District* by bank draft or cash all fees and charges applicable to the *subdivision* including, without limitation, the *subdivision* processing fees, administration fees, and any applicable development cost charges, school site acquisition charges or latecomer charges.

6 MINIMUM SERVICING STANDARDS

6.1 General

- 6.1.1 The minimum servicing required for the *subdivision* of lands within the *Regional District* is prescribed in Schedule 'A'. Where the standards and specifications of other agencies having jurisdiction conflict with this bylaw, the more stringent standards and specifications shall apply.

6.2 Technical

- 6.2.1 The technical standards for the design and construction of all *works* required by this bylaw are those contained in the *MMCD*.

7 FEES & CHARGES

7.1 Subdivision Processing Fee

- 7.1.1 An applicant for subdivision approval must submit to the Regional District a subdivision processing fee in accordance with Table 7.1.1 – Subdivision Processing Fee.

Table 7.1.1 – Subdivision Processing Fee

<u>Number of Lots</u>	<u>Subdivision Processing Fee</u>
Boundary Adjustment	\$300.00
2	\$300.00
3 or more	\$500.00

7.2 Administration Fee

- 7.2.1 An applicant for subdivision approval must submit to the Regional District a works and services administration fee in accordance with Table 7.2.1 – Administration Fee.

Table 7.2.1 – Administration Fee *

<u>Description</u>	<u>Administration Fee</u>
Boundary Adjustment	\$550
Land Title Act Subdivision	\$550 per parcel
Bare Land Strata Subdivision	\$410 per parcel
Offsite works not abutting a subdivision	3% **

* more than one of the items contained in Table 7.2.1 - Administration Fee may apply to any subdivision.

** 3% of the total capital costs of designing, constructing and installing all offsite works not abutting the parcel being subdivided as estimated by the owner's Engineer and as approved by the Regional District.

8 ADMINISTRATION AND ENFORCEMENT

8.1 Authorization for Entry

- 8.1.1 Employees of the Regional District are hereby authorized to enter at all reasonable times upon any property or premises to inspect the same in connection with their duties under this bylaw to determine whether the provisions of this bylaw are being met.

8.2 Violation

- 8.2.1 Any person who:

- violates any provision of this bylaw;
- causes or permits any act in contravention or violation of any provision of this bylaw;
- neglects or omits any requirements of this bylaw;
- carries out, causes, or permits to be carried out any subdivision in a manner

prohibited by or contrary to this bylaw;

- e) fails to comply with orders, directions, or notices issued pursuant to this bylaw;
- f) prevents, obstructs or attempts to prevent or obstruct the authorized entry of any officer authorized under section 8.1;

will be guilty upon summary conviction of an offence under this bylaw.

8.3 Offence

- 8.3.1 Each day's continuance of an offence under section 8.2 constitutes a new and distinct offence.

8.4 Penalty

- 8.4.1 Any person who violates any provision of this bylaw shall, on summary conviction, be liable to the maximum penalty under the Offence Act, plus the cost of prosecution, for each offence.
- 8.4.2 The penalties imposed under this section are a supplement and not a substitute for any other remedy to an infraction of this bylaw.

8.5 Stop Work Order

- 8.5.1 The *Regional District* may order:
- a) a person who contravenes this bylaw to comply with the bylaw within a time limit specified in the order;
 - b) construction to stop on the work, or any part thereof, if such work is proceeding in contravention of this bylaw.

9 QUALITY ASSURANCE

9.1 Duties of Owner

- 9.1.1 Prior to *approval* to commence construction of *works*, the owner must:
- a) retain, as the owner's *Engineer*, an *Engineer* to coordinate all design work and field reviews of the registered professionals required for the *subdivision*, and;
 - b) submit to the *Regional District* a letter of Commitment by Owner and *Engineer* and a letter of Commitment to Design and Field Review as contained in Schedule 'D' and Schedule 'E'.

9.2 Duties of Owner's Engineer

- 9.2.1 Prior to the issuance of a Certificate of *Works* Installation by the *Regional District*, the owner's *Engineer* must sign and seal a Certification of Bylaw Compliance as contained in Schedule 'F'.

9.3 Drawings and Manuals

- 9.3.1 Design drawings and record drawings shall be prepared in accordance with the provisions set out in Schedule 'C' of this bylaw.

9.3.2 Where the *community water* system or the *community wastewater* system will become the property of the *Regional District*, Operation and Maintenance Manuals must be provided for all pump stations, pressure reducing stations, reservoirs, water intakes, and any other *works* and services for which the *Regional District* requires them. For each facility and station three sets of hard backed bound operation and maintenance manuals containing the following information must be submitted to the *Regional District* prior to the issuance of a Certificate of *Works* Installation:

- (a) description of the facility and major mechanical, ventilation, electrical and monitoring systems,
- (b) design criteria,
- (c) drawings, showing the system layout and including pump houses and reservoirs,
- (d) equipment layout drawings and data sheets,
- (e) part and equipment lists showing all model and serial numbers, and names, addresses and phone numbers of the suppliers,
- (f) electrical, control, and alarm wiring diagrams,
- (g) operating and maintenance instructions for all equipment, including frequency of maintenance tasks,
- (h) commissioning report showing pressures, flows, current draw for all possible operating conditions,
- (i) spare circuit cards for critical components,
- (j) certified head/capacity curves for pumps,
- (k) emergency operating procedures.

9.4 Maintenance Security

9.4.1 Upon substantial performance of the owner's obligation to construct *works* and services and prior to issuance of a Certificate of *Works* Installation by the *Regional District*, the owner must:

- a) enter into a Maintenance Security Agreement with the *Regional District* as contained in Schedule 'G' to provide for the correction of deficiencies in and maintenance of the *works* for a period of eighteen (18) months after the date of *Works* Installation, and;
- b) deposit an unconditional, irrevocable and automatically renewing letter of credit with the *Regional District* as a security in accordance with Table 9.4.1 – Maintenance Security:

Table 9.4.1 – Maintenance Security *

Description	Maintenance Security
Land Title Act <i>Subdivision</i>	\$580 per parcel
Bare Land Strata <i>Subdivision</i>	5% **
Deficiencies or defects	200% of the cost to correct ***
Offsite <i>works</i> not abutting a <i>subdivision</i>	5% **

* more than one of the items contained in Table 9.4.1 Maintenance Security may apply to any *subdivision*.

** five percent (5%) or one thousand dollars (\$1,000.00), whichever is greater, of the cost of

designing, constructing and installing the *works* required under this bylaw, as submitted by the owner's *Engineer* and as approved by the *Regional District*.

*** two hundred percent (200%) of the cost, as estimated by the owner's *Engineer* and as approved by the *Regional District*, to correct deficiencies or defects identified during the final inspection.

9.5 Certificate of Works Installation

9.5.1 A Certificate of Works Installation will be issued by the *Regional District* once the *applicant* has complied with all of the provisions of this bylaw in respect of a *community water system* or a *community wastewater system*.

9.5.2 The *Regional District* must not issue a Certificate of Works Installation until the *applicant*:

- a) submits a copy of the Certification of Bylaw Compliance
- b) submits record drawings and manuals
- c) submits a copy of the Survey Plan Certification with Plan of *Subdivision* attached, and a copy of the Application to Deposit Plan at Land Title Office - Schedule of Owners and Witnesses.
- d) submits copies of all registerable Statutory Right of Way plans and agreements
- e) pays in full by bank draft or cash, all applicable fees and charges.
- f) submits a letter of petition requesting service area expansion to include the subject property.
- g) submits video reports and air testing results.
- h) submits a letter from the applicable *improvement district* confirming where a park has been dedicated within the *improvement district* boundary that a water service connection of adequate size for irrigation purposes has been provided to the park boundary and all applicable *improvement district* fees have been paid.
- i) ensures a final inspection of the *works* is conducted by the owner's *Engineer* and the *Regional District*.
- j) submits a Maintenance Security Agreement
- k) complies with all the provisions of this bylaw.

9.6 Services Signoff

9.6.1 A *Services Signoff* will be issued by the *Regional District* once the *applicant* has complied with the provisions of this bylaw in respect of a *private water source* or onsite wastewater disposal.

9.6.2 The *Regional District* must not issue a *Services Signoff* until the *applicant*:

- a) submits a copy of the Survey Plan Certification with Plan of *Subdivision* attached, and a copy of the Application to Deposit Plan at Land Title Office - Schedule of Owners and Witnesses.
- b) submits a drawing prepared by a surveyor indicating the location of all services in relation to legal property pins.
- c) submits copies of all registerable Statutory Right of Way plans and agreements.
- d) pays in full by bank draft or cash, all applicable fees and charges.
- e) complies with all the provisions of this bylaw.

10 REPEAL OF PREVIOUS BYLAW

10.1 The Regional District of Central Okanagan Subdivision and Development Bylaw No. 704, 1996, and amendments thereto are hereby repealed.

11 FORCE AND EFFECT

11.1 This bylaw comes into effect upon adoption.

READ A FIRST TIME THIS	13 th	DAY OF	October	2016
READ A SECOND TIME THIS	13 th	DAY OF	October	2016
READ A THIRD TIME THIS	13 th	DAY OF	October	2016
ADOPTED THIS	13 th	DAY OF	October	2016

CHAIR

DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1397 cited as the "Regional District of Central Okanagan Subdivision Servicing Bylaw No. 1397, 2016", as read a third time and adopted by the Regional Board on the 13th day of October, 2016.

Dated at Kelowna, B.C.

this 14th day of October 2016

DIRECTOR OF CORPORATE SERVICES

SCHEDULE 'A' – MINIMUM WORKS AND SERVICESTable 6.2.1 – Minimum Standard of Works and Services

Zone or Land Use Designation	Minimum Standard of Works and Services Required
All CD zones, C1, C2, C3, C4, C5, C6, C7, C8, I1, P1, P2, P3, RU4, RU5, R1, R2, RC1, R3A, R3B, R3C, R1M, RMP, CR, P-101, P-102	<i>Community Water</i> <i>Community Wastewater</i>
I2, I3, I5, RU3, RU6, SH-1, SH-2, C-101, C-102	<i>Community Water</i> <i>Onsite Wastewater Disposal</i>
A1, F1, I4, I4A, CL8, RU2, RU7, LH, RTC, RA	<i>Private Water Source</i> <i>Onsite Wastewater Disposal</i>

- For all zones and land use designations:
 - Where parcel size is 30 hectares or more, no servicing requirements apply.
 - Community Wastewater* is required for all parcels with areas less than 1 hectare.
- For parcels within the Agricultural Land Reserve, onsite wastewater disposal is permitted under the ALC Homesite Severance Policy for parcels with areas less than 1 hectare.
- If a *community water* system is available to service the *subdivision*, the *community water* system must service each parcel in the *subdivision*.
- For C5, C6, C7, C8 zones, onsite wastewater disposal is permitted if the *subdivision* is for the purpose of providing tourist campsites or one *dwelling unit* per parcel.
- The zone or land use designation identified in the above table also includes the "s" classification (secondary suite) for the zone or land use designation.
- Where a *subdivision* encompasses multiple zones or land use designations, the most stringent requirements shall apply to the entire *subdivision*.

SECTION A.1 – ROADS, CURB, GUTTER, SIDEWALK AND STORM DRAINAGE**1. General Requirements**

- 1.1. The Ministry of Transportation and Infrastructure is the authority responsible for road requirements within dedicated road rights of way.
- 1.2. The design and construction of all roadway *works* shall conform to current standards and specifications of the Ministry of Transportation and Infrastructure.

SECTION A.2 – COMMUNITY WATER

1. General Requirements

- 1.1. If servicing requires *community water*, *subdivision* must not be approved until:
- (a) The owner of the parcel being subdivided provides each parcel within the proposed *subdivision* with a water service connected to an existing *community water* system. All *works* must be installed in accordance with the standards set out in this bylaw, and in accordance with the current bylaws and regulations of the local water authority, and;
 - (b) The proposed *subdivision* is included within an established *community water* system boundary which is either extended or established pursuant to the *improvement district* or local service area provisions of the Local Government Act.
- 1.2. Where construction of a *community water* system is required, the *applicant* must provide a water supply and distribution system including source, mains, valves, hydrants, service connections, pump stations and reservoirs in accordance with:
- (a) the standards and specifications set out in the *MMCD* and the latest version of:
 - *Design Guidelines for Rural Residential Community Water Systems* (excluding Demand criteria) published by Utility Regulation Section, Water Management Branch, Ministry of Forests, Lands & Natural Resource Operations
 - Fire Underwriters Survey (FUS) *Water Supply for Public Fire Protection*
 - (b) and, with a minimum Domestic Demand Criterion for residential uses as follows:
 - Average Daily Demand = 900 litres/capita/day
 - Maximum Daily Demand = 2100 litres/capita/day
 - Peak Hourly Demand = 3600 litres/capita/day
 - (c) and, with a minimum Fire Flow Demand Criterion as follows:
 - Single Family Dwelling = 60 litres/second
 - Multifamily Dwelling = as per FUS calculation
- 1.3. If the *subdivision* is located within an existing *improvement district* service area, the design must meet the requirements of the *improvement district*. A Water Service Certificate or equivalent *approval* is required of the *applicant* to ensure that all requirements of the local water provider are met.
- 1.4. All services to park dedication shall conform to Standard Drawing No. W1 – R.D.C.O. Park Irrigation Service.

SECTION A.3 – PRIVATE WATER SOURCE

1. General Requirements

- 1.1. Where the minimum servicing requirements permit the *subdivision* to be serviced from a *private water source*, the *applicant* must provide a *private water source* in accordance with the standards and specifications set out in this schedule and the provisions of this bylaw. The *applicant* must provide a copy of any applicable water license required by the Province of B.C.

2. Wells

- 2.2. Wells used as the *private water source* must be designed, located, constructed, tested and disinfected under the supervision of a *qualified professional* in accordance with British Columbia's *Ground Water Protection Regulation*, the Ministry of Environment *Guide to Conducting Well Pumping Tests*, and the Okanagan Basin Water Board *Groundwater Bylaws Toolkit* Appendix A.
- 2.3. All wells must be capable of delivering *potable water* at a rate of not less than 20 litres per minute over a one hour period to a minimum of 2,300 litres per day per *dwelling unit*.
- 2.4. All quantity and quality testing must be verified by a *qualified professional* in accordance with the *Okanagan Basin Water Board Groundwater Bylaws Toolkit Appendix A* and *B*. Where such verification is older than 12 months at the date of application for *subdivision* the well shall be re-tested and verified by a *qualified professional*. The report must confirm that all dug wells less than 15 m deep meet the Ground Water Protection Regulation minimum construction standards.
- 2.5. A plan, prepared by a surveyor, must be provided indicating the location of all wells.

3. Surface Water

- 3.2. The quantity of water authorized to be used under the water license shall be as determined by the Comptroller of Water Rights, but shall not be less than 500 lgal (2273 litres) per day per *dwelling unit*.
- 3.3. The *applicant* must verify by means of test results from an accredited testing laboratory that the water authorized to be used under the water license is *potable water*.

SECTION A.4 – COMMUNITY WASTEWATER

1. General Requirements

- 1.1. *Community wastewater* systems shall be designed and installed in accordance with the requirements of this section and the *MMCD*.
- 1.2. The proposed *subdivision* shall be included within an established community sewer system boundary which is either extended or established pursuant to the local improvement and local service provisions of the Local Government Act, as required by the *authority having jurisdiction*.

2. Design Criteria – Collection Systems

- 2.1. Design Flows: The sanitary sewer system must be designed based on the following:

- (a) Domestic Flow Rate = 300 litres/capita/day
- (b) Infiltration Rates:

Pipes not in water table	5,000 l/ha/d
Pipes in water table	8,000 l/ha/d
- (c) Densities:

Single Family	3 people/unit
Multi-family, Mobile Home	2 people/unit
Industrial, Institutional	50 people/ha
Commercial	75 people/ha
- (d) A peaking factor must be applied to the average flow.

Peaking Factor = $1 + 14 / (4 + P^{0.5})$	P = Population (in thousands)
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- (e) Peak design flows must be determined by applying the peaking factor to the average daily flow plus infiltration.
- (f) Pipe sizes must be selected so that sewers flow $\frac{2}{3}$ to $\frac{3}{4}$ full at peak hour design flow.

- 2.2. Pipe Flow Formulas:

- (a) Manning's formula must be used for gravity sewers and the roughness coefficients must be 0.013 for concrete and 0.011 for polyvinyl chloride (PVC).
- (b) Hazen-Williams formula must be used for force main sewers and the friction coefficient must be 120.

- 2.3. Velocities: The minimum velocity required is 0.6 m/sec. There is no maximum velocity, however, consideration must be given to scour problems where flow exceeds 3.0 m/sec.

- 2.4. Minimum Grade: The grade of any sewer is governed by the minimum velocity required (0.6 m/sec). However,

- (a) The minimum grade for all pipes is 1.0% unless restricted by topography or other factors approved by the *Regional District*.
- (b) There must be no change in grade between manholes.

- 2.5. Alignment of Sewer Mains: Sanitary sewers are to be located within the centerline alignment of the roadway and designed to follow a straight alignment between manholes unless otherwise approved by the *Regional District*.
- 2.6. Minimum Pipe Diameter: The minimum permitted size of pipe is 200 mm diameter.
- 2.7. Depth of Cover: The depth of cover of the sewer main (top of pipe to surface of road or ground) must be sufficient to provide "gravity flow" service connections to both sides of the *highway* and must allow for future extension to properly service all of the upstream tributary lands. The minimum depth of cover shall be 1.2 m.
- 2.8. Manholes:
- (a) Manholes must be installed at all:
 - changes in grade
 - changes in direction
 - changes in pipe sizes
 - intersecting sewers
 - terminal sections
 - (b) Manholes must be placed at all locations where future extensions are anticipated and must be spaced no further than 150 m apart. Placement of manholes in existing or future wheel paths is to be avoided.
 - (c) For sanitary sewer manholes not located within the road prism, the rim elevation must be designed to be above:
 - the adjacent storm manhole rim elevation
 - the surrounding ground so that infiltration from ponding will not occur.
 - the 100 year return runoff event.
 - (d) The crown of the downstream pipe must not be higher than that of the upstream pipe. When connecting a collector sewer main to a trunk sewer 300 mm or greater, the invert of the collector main must not connect lower than $0.75D$ ($\frac{3}{4}$ pipe diameter).
 - (e) Minimum drop in invert levels across manholes:

Straight run pipe	Slope of pipe
Deflections up to 45°	25 mm
Deflections 45° to 90°	50 mm
 - (f) Inside ramps will be permitted up to 450 mm from invert to channel bed.
 - (g) The maximum deflection angle created in a junction is 90°.
- 2.9. Temporary Clean-Outs: Temporary clean-outs may be provided at terminal sections of a main where:
- future extension of the main is anticipated
 - the length of sewer to the downstream manhole does not exceed 45 m
 - the depth of the pipe does not exceed 2.0 m of cover at the terminal point
 - design of the anticipated extension is completed to the next manhole to ensure the *works* will not require realignment when extended

2.10. Service Connections: Service connections must be installed in accordance with:

- (a) Each parcel must be provided with its own service connection. Only single connections will be permitted.
- (b) All service connections must enter the sewer main at a point just above the springline.
- (c) Service connections to new mains must be made using standard wye fittings; connections to existing mains shall be made using wye saddles or other pre-approved methods.
- (d) The minimum grade from the main to the property line shall be 2.0% for a 100 mm service and 1.0% for a 150 mm service.
- (e) The diameter of sewer service connections must be as determined by the Owner's *Engineer* but in no case shall the diameter be less than 100 mm.
- (f) The minimum depth of a service at the property line must be 1.2 m within a *highway* right of way and 1.0 m within a statutory right of way.
- (g) Service connections may be permitted into manholes provided that:
 - the connection is not in an adverse direction to the flow in the sewer main;
 - the connection enters the manhole so the service crown matches the sewer main crown,
- (h) Inspection chambers are required for all connections. Brooks boxes are to be installed on every inspection chamber in a roadway or travelled path.
- (i) Manholes are required to be installed at the intersection of the main and the service for non-residential services 150 mm or larger.
- (j) Service connections must be installed at the downstream corner of the parcel at an offset of 3.0 m from the property pin.
- (k) The maximum length of any service connection is 30 m, unless authorized by the *Regional District*.

3. Design Criteria – Sewage Lift Stations & Force Mains

- 3.1. Design Capacity: Lift stations shall be designed and approved on an individual basis. The lift station must be designed to handle the ultimate flows of the designated catchment area.
- 3.2. Pre-Design Report: Prior to commencing detailed design of a lift station, the *Engineer* must submit a pre-design report that addresses the required design considerations. *Approval* of the pre-design concepts must be obtained prior to the *Engineer* commencing detailed design.
- 3.3. Location Considerations: Lift stations must be located with consideration of the following conditions:
 - (a) Access and convenience, for construction and for operation and maintenance.
 - (b) Aesthetics, noise, odour control and landscaping.
 - (c) Security against vandalism and theft.

- (d) Station uplift design must be based on minimum load level and maximum flood elevations.
- (e) Proximity of receiving sewers, water mains and adequacy of power supply.
- (f) Soils, sub-surface investigations must be undertaken prior to site *approval*.
- (g) Safety for operators and public.

3.4. Site Requirements:

- (a) The size of the area is to be determined by the requirements for maintenance, to allow removal of pumps using hoist truck with 1.8 m boom, to provide safe access and egress into the lift station, operator parking, a control kiosk, and a generator pad.
- (b) The area around the station and all associated equipment or building must be paved, and the pavement sloped to drain away from the wet well.
- (c) Security lighting and perimeter fencing is to be provided. Fencing must be 2.4 m high black chain link with a lockable access gate wide enough for access by service trucks.
- (d) Low maintenance irrigated landscaping is to be provided.

3.5. Wet Wells:

- (a) Wet wells may be either rectangular or cylindrical in shape.
- (b) The minimum barrel size of cylindrical wet wells is 2440 mm in diameter.
- (c) The interior surfaces of all steel and fibreglass stations must receive at least two coats of two component white epoxy enamel.
- (d) Either sulphate resistant concrete or fibreglass-reinforced-plastic (FRP) wet well construction is acceptable.
- (e) The wet well bottom must be benched to direct all solids into the pump suction. The influent line must be located tangent to the wet well to encourage scouring of the wet well.
- (f) A receptacle compatible with the *Regional District's* removable lifting arm must be incorporated into the design of the pump station to facilitate the removal and installation of the pumps.
- (g) The roof and cover of the lift station should be designed to withstand a loading of H-20 (*Highways Standard*).
- (h) Metal stations must be protected by impressed current or sacrificial anodes as determined by corrosion potential analysis.
- (i) Minimum storage between the high level alarm and the start of overflow under the more critical of:
 - (1) Minimum 2 hour in wet well at average wet weather flow, or
 - (2) Minimum 1 hour in wet well and influent pipes at peak wet weather flow.
- (j) For small lift stations, emergency storage may also be required; emergency storage is to be based on 8 hours of average day flows.

3.6. Wet Well Access:

- (a) The entrances to all stations must be water proof and be provided with a suitable lock. The access must be a minimum 900 mm x 900 mm in size. The access hatch must have:
 - aluminium 6.4 mm tread plate
 - perimeter drain
 - perimeter sealing gasket
 - slam lock with an aluminium removable sealing plug and opening tool
 - flush lift handle
 - gas spring assist cylinder
 - 90° hold open arm
 - flush fitting padlock tang
- (b) The hatch must be reinforced for 1465 kg/m². All fasteners to be made of 316 stainless steel.
- (c) The entrance must be at ground level where feasible but, in no case more than 300 mm above the ground.
- (d) An explosion-proof light with a protective cover should be located in a suitable location in the station and the light should be activated by the entrance cover.
- (e) Access into the stations must be by an aluminium ladder. The location of the ladder must not interfere with the removal and installation of the pumps or other equipment. The ladder must be designed to extend and lock at least 600 mm above the station entrance. A platform is to be provided above the high water level float to permit wet well access. The platform is to be a fibreglass grating.

3.7. Electrical:

- (a) 3-Phase power supply shall be provided to all lift stations.
- (b) An uninterruptible power supply shall be provided for all PLCs (programmable logic controllers).
- (c) Electrical design and installation is subject to the acceptance of the Provincial Safety Inspector, and the Electric Utility provider.
- (d) Electrical cables shall be installed in threaded rigid aluminum conduits. Ensure all electrical facilities within the confines of the wet well meet the Canadian Electrical Code for explosive atmospheres, Class 1, Division 2.
- (e) The wet well shall be provided with lighting to allow for visibility during maintenance operations, lighting must be easily accessible for changing bulbs.
- (f) Each pump must be operable through a VFD. VFDs shall be provided with a time delay to allow restarting at 100% frequency after a power bump. Power to the VFDs shall be provided through a disconnect switch.

- 3.8. HVAC: All stations must be equipped with an explosion-proof exhaust fan which can be activated by a manual switch, and be of sufficient capacity to exchange the total volume of air inside the station with fresh air within 3 minutes of activation. Air injection

systems shall be designed specific to the application, to function year round without freezing and to satisfy electrical code requirements.

3.9. Pumps:

- (a) Pumps shall be Gorman-Rupp or Flygt submersible N-pumps with semi open impellers or preapproved equivalent.
- (b) Lift stations shall be designed with 100% system capacity redundancy, necessitating each station to be supplied with a minimum of two pumps. Pumps shall be identical, and the pump control system shall be programmed so that pumps alternate between duty-standby status each operating cycle.
- (c) Design the station so that each service pump operates through a variable frequency drive (VFD).
- (d) Size each installed pump for 100% capacity at peak design flow. Size the wet well and pumps so that motor starting frequency is no greater than eight starts per hour for the design flow.
- (e) Pumps must be capable of passing solids up to 75 mm in size.
- (f) Pumps shall be located for ease of accessibility and provision should be made for convenient removal and replacement.
- (g) Quick-connect power supply cables and mechanical connections shall be provided so that a service pump can be easily replaced by a shelf spare.
- (h) Provide chains on pumps to reach 3 m above surface of wet well roof to attach to davit or crane.
- (i) All pumps must be factory tested prior to installation.

3.10. Pump Controls: Each pump should have the following controls:

- Adjustable motor circuit interrupter for short circuit protection,
- Magnetic contactor which incorporates an adjustable, manually re-settable, overload protection relay to monitor the motor current and shut down the pump if the current exceeds the motor manufacturer's recommended values.
- Hand-Off automatic control selector switch
- Elapsed time meter to the total the hours of operation of the pump
- Green indicator light which turns on when the pump is running
- Control Power-On light to allow the operator to determine if power is available to operate the controls
- Red alarm indicator light which turns on to indicate pump trouble
- Single phase protection for three phase systems
- Amp meter and phase switch (optional)
- HMI Screen for logic control.

3.11. Valves and Piping:

- (a) Use ball check valves for reverse flow prevention, plug valves for pump isolation, and knife gate valves for station bypass or isolation. Use ball check valves by Flygt or Red Valve, with cast iron body and nitrile covered steel ball. Use eccentric plug valves by Dezurik, Val-matic or Pratt, cast iron body with Buna-N coated plug and port area at least 100% of pipe area. For station isolation use

- knife gate valves by Dezurik, Red Valve or Orbe, cast iron body, stainless steel knife, lugged connections, Buna-N seats.
- (b) Where possible, provide valves through the Flygt package.
 - (c) Furnish a wet well flushing valve on at least one of the station pumps. For separated wet wells, furnish each pump with a well finishing valve.
 - (d) Regardless of supply of valves, each isolation valve must be operable from above the wet well roof. Depending on valve orientation, either install the valve with stem vertical and extend the stem to the surface, or provide a gear box with 90° turn to allow for a vertical stem extension. In instances where the valves must be outside the station they shall be provided complete with square operating nut and a nelson box. Valve pit shall be flush with surrounding pavement.
 - (e) Provide a branch with a quick connect fitting on the discharge forcemain to allow emergency bypass should the forcemain be unavailable. Provide an isolation knife gate valve and a ball check valve on the branch upstream of the quick connect fitting. Ensure the quick connect fitting has a chained cover. The branch connection may be made either inside the wet well, upstream of the pump isolation valves, or outside the lift station which would require two isolation valves. Ensure all isolation valves are operable from the surface, without entering the wet well.
 - (f) Install air/vacuum relief valves at all high points on the force main header. Provide air/vacuum relief valves manufactured by ARI.
 - (g) Where possible, install discharge piping below the frost line. Slope the discharge pipe back toward the wet well to allow drainage.
 - (h) Provide standard Flygt guide rails or equivalent and chains for removal of the pumps.
 - (i) Provide a 75 mm draining line from the forcemain to the wet well that tees in downstream of the station check valve and isolation valve. Terminate the drain line with a capped 75 mm line with ball valve.

3.12. Instrumentation and Controls:

- (a) All lift stations must be equipped with wireless telemetry connected to the *Regional District* SCADA system. SCADA must be paid for by the Owner or *Applicant* and supplied and installed by the *Regional District*.
- (b) Provide Miltronics ultrasonic level controls for basic pump start and stop operation and for high-high and low-low level sensors/alarm indication. For back up provide Flygt bulb level controls for high-high and low-low level signals.
- (c) All auxiliary equipment and control panels must be mounted in a suitable control kiosk adjacent to the station. The kiosk must be located a minimum of 3.0 m from the station lid.
- (d) The control kiosk must be designed to contain all control and telemetry equipment on the front panel and all power equipment on the rear panel.
- (e) The control panel must incorporate a Crouse Hinds receptacle and a transfer switch for the onsite backup generator. Underground electrical wiring is required.
- (f) Motor cables, power cables, etc., must be continuous from within the pump station to within the kiosk. In no instance shall a cable be spliced.

- (g) Lift stations must be supplied with an inline electro-magnetic flow meter, installed on the station discharge main in a separate meter pit. There must be no moving parts, or obstruction in the flow. The flow meter output is to be connected to the Regional District SCADA.
- 3.13. Water Service: A 38 mm diameter water connection complete with backflow prevention and a frost free spigot mounted above ground and in a heated box located close to the wet well, must be provided.
- 3.14. Generator:
- (a) All lift stations shall have a Crouse Hinds reverse contact (S22) generator receptacle with back box, regardless of whether a generator is initially installed. The receptacle shall be mounted no less than one metre above grade and shall be securely fastened to the enclosure using minimum 5/16-inch diameter bolts.
 - (b) All lift stations shall have an area 4 m x 6 m designated for a generator, regardless of whether a generator is initially installed.
 - (c) If the average design flow for a new Lift Station is 75,000 gallons per day, or flow added to an existing sewer pump station increases the flow to 75,000 gallons per day, an onsite generator shall be installed with the capacity to run 2 pumps, controls, lights and any other necessary equipment to operate the station.
 - (d) Where a generator is required, it shall be sized appropriately for the pumps and wired through a manual transfer switch in such a manner as to back up power to the entire station.
 - (e) Regardless of flow, a generator may be required if a station is in an area where an overflow may cause a public health or environmental hazard.
- 3.15. Noise Control Criteria: Noise levels for facilities must not exceed 65 dB at property line or 20 m away whichever is closer.
- 3.16. Corrosion and Odour Criteria:
- (a) Corrosion and odour control are required when limited daytime flows, or long force main lengths cause the pumped sewage to remain in the force main for longer than 45 minutes.
 - (b) Odour Criterion for 10 m distance from any gravity main, force main, lift station or other sewer facility is a maximum concentration of $7 \mu\text{m}^{-3}$, 5 ppb for the 1 hour average and $3 \mu\text{m}^{-3}$, 2 ppb for the 24 hour average.
 - (c) Dissolved sulphide maximum limit at any point in the system is to be 0.5 mg/l.
- 3.17. Force Mains: In conjunction with sanitary pumping facilities, the following criteria must be noted in the design of force main systems:
- (a) At the lowest pump delivery rate anticipated to occur at least once per day, a cleansing velocity of 1.0 m/sec should be maintained. Maximum velocity should not exceed 3.5 m/s.
 - (b) An automatic air relief valve must be placed at high points in the force main to prevent air locking.
 - (c) The minimum size for force mains shall be 100 mm diameter.

- (d) Force main must generally meet the standards specified for water main, however there are specific requirements for force main that may supersede water main standards, as follows:
 - Force main pipe must be identifiably different than water main pipe. Refer to *MMCD* Section 33 34 01.
 - Valves used on force main and pigging ports or cleanouts shall be lubricated full port plug valves size on size sufficient for long term use in a corrosive environment.
- (e) All force mains must be designed to prevent damage from transient conditions.

3.18. Operation and Maintenance Concerns:

- (a) All equipment must be CSA approved and have at least a one year warranty for parts and labour.
- (b) Strictly follow all occupational health and safety codes, (OHSA).
- (c) Provide a full set of spare parts recommended by the manufacturers for one year operation.
- (d) The supplier is to provide three sets of Operating and Maintenance Manuals.

SECTION A.5 – WALKWAYS

1. General Requirements

- 1.1. Walkways in non-rural areas must be provided with 1.2 m high chain link fencing on both sides constructed in accordance with *MMCD* Standard Detail Drawing No. C13.
- 1.2. Walkways in rural areas must be provided with 1.2 m high triple rail farm fencing on both sides. Where the surrounding environment does not require restricting public traffic within the walkway corridor in a rural area, the *Regional District* may permit alternative designs.

SCHEDULE 'B' – STANDARD CHARGE TERMS

STANDARD CHARGE TERMS

Filed by: *Regional District of Central Okanagan*

Filing Date: August 25, 2003

Filing No. ST030105

BACKGROUND:

- A. The *Regional District* requires that the *Owner* grant a statutory right of way for certain rights on, over and under the *Lands*.
- B. The *Owner* has agreed to grant to the *Regional District* a statutory right of way in respect of the *Lands*.
- C. The statutory right of way is necessary for the operation and maintenance of the undertaking of the *Regional District*.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained in this *Agreement* and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

INTERPRETATION

1.1 In this Agreement:

"*Agreement*" means the *General Instrument* - Part 1 and these Standard Charge Terms;

"*General Instrument - Part 1*" means Part 1 of the General Instrument as prescribed by the Land Title (Transfer Forms) Regulation, as amended or replaced;

"*Lands*" means the land described in Item 2 of the *General Instrument - Part 1*;

"*Owner*" means the party named in Item 5 of the *General Instrument - Part 1* as the Transferor;

"*Regional District*" means the *Regional District* of Central Okanagan named in Item 6 of the *General Instrument - Part 1* as the Transferee;

"*Right of Way Area*" means the area identified in Item 7 of the *General Instrument - Part 1*;

"*Works*" means one or more systems of sanitary sewer, storm sewer, water distribution, overland drainage or other public utility *works*, including all above and below ground infrastructure and appurtenances necessary for the operation and maintenance of the undertaking of the *Regional District*.

GRANT OF STATUTORY RIGHT OF WAY

2.1 The *Owner* grants in perpetuity to the *Regional District* a statutory right of way:

- (a) to enter over, on, in and under the *Right of Way Area* to:
 - (i) conduct surveys and examinations;
 - (ii) dig up, remove and replace soil;
 - (iii) construct and install the *Works*;
 - (iv) operate, maintain, clean, alter, relocate, inspect, repair and replace the *Works*;
- (b) to enter, pass and repass over the *Lands*;
- (c) to make reasonable ancillary use of the *Lands* in connection with the *Works*;
- (d) to bring on to the *Lands* all materials and equipment the *Regional District* requires in connection with the *Works*;
- (e) to clear the *Right of Way Area* of anything which constitutes or may constitute an obstruction to the use of, or access to the *Right of Way Area* or to the *Works*;
- (f) to do all things necessary or incidental to the undertaking of the *Regional District* in connection with the *Works*.

COVENANTS OF THE REGIONAL DISTRICT

3.1 The *Regional District* shall:

- (a) use the *Right of Way Area* and carry out the construction and maintenance of the *Works* in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the *Owner*, the *Lands* or any improvements on the *Lands*;
- (b) exercise care not to damage the *Lands* or any improvements on the *Lands* and if the *Regional District* should cause any such damage, restore such damaged *Lands* or improvements thereon, as close to their pre-damaged condition as is reasonably practical, except that any obstruction cleared from the *Right of Way Area* pursuant to paragraph 2.1.(e) shall not be replaced.

COVENANTS OF THE OWNER

4.1 The *Owner* shall:

- (a) not do or permit to be done any act or thing which might interfere with, injure or impair the operating efficiency of the *Works*;
- (b) not allow any building, structure, material, or other obstruction of any kind in, on, over, or protruding over the *Right of Way Area*;
- (c) not place any soil cover on to the *Right of Way Area* so as to block access to the *Works*;
- (d) not reduce or increase the depth of soil cover over the *Works* without the consent in writing of the *Regional District* which consent shall not be unreasonably withheld;

- (e) not conduct any blasting on or adjacent to the *Right of Way Area* without the consent in writing of the *Regional District* which consent shall not be unreasonably withheld.

GENERAL

- 5.1 The *Works* shall at all times remain the property of the *Regional District* and shall not be considered to form part of the *Lands* notwithstanding any law to the contrary. The *Regional District* may at any time remove or abandon all or part of the *Works* without obligation or affecting the rights granted to the *Regional District* pursuant to this *Agreement*.
- 5.2 The *Regional District* may grant licenses to others to exercise the specific rights granted to the *Regional District* under this *Agreement*.
- 5.3 This *Agreement* shall be registered at the Land Title Office as a charge on the *Lands* in priority over all financial charges.
- 5.4 This *Agreement* runs with the *Lands*.
- 5.5 This *Agreement* shall not prevent the *Regional District* from performing any of its functions authorized under any enactment, law, bylaw, resolution, document or other source of authority.
- 5.6 An *Owner* of the *Lands* is not liable for the breach of a covenant in this *Agreement* occurring after that party has ceased to be an *Owner* of the *Lands*.
- 5.7 If any section, subsection, sentence, clause or phrase in this *Agreement* is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the *Agreement*.
- 5.8 The *Regional District* shall indemnify and save harmless the *Owner* against all liabilities, actions, damages and claims caused by the exercise by the *Regional District* of the rights granted under this *Agreement*.
- 5.9 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.

IN WITNESS WHEREOF the parties acknowledge that this *Agreement* has been duly executed and delivered by the parties executing *General Instrument - Part 1* attached to and forming part of this *Agreement*.

END OF SET

SCHEDULE 'C' – PREPARATION OF DRAWINGS

1. General Requirements

- 1.1. These requirements pertain to the preparation of design and record drawings for all *works* required to be constructed and installed under the provisions of this bylaw.
- 1.2. Existing *works* refers to the *works* which were constructed and installed prior to the current application for *subdivision*. Proposed *works* refers to the *works* which are to be constructed and installed during the current *subdivision*. Future *works* refers to any *works* that will be constructed or installed in future phases of *subdivision*.
- 1.3. Where no standard is defined in this schedule for the preparation of a drawing to portray a particular service, structure, or other item, instructions and requirements shall be obtained from the *Regional District*.

2. Format & Layout

- 2.1. The following requirements pertain to the preparation of drawings for all *works* required to be constructed and installed under the provisions of this bylaw:
 - (a) Drawings must provide all information necessary to indicate current features of the site and the proposed *works* in the current application for *subdivision*.
 - (b) Drawings must be prepared using the legal plan which will be sent to Land Title Office for registration as the cadastral base.
 - (c) The title page, key plan and composite utility plan must be oriented in the same direction.
 - (d) Matchlines must reference the appropriate sheet showing the continuation if the size of the subdivision makes it necessary to place the key plan or composite utility plan on two or more sheets.
 - (e) Dimensions and units must be metric with grades shown in percentages to an accuracy of 2 decimal places and elevations to an accuracy of 3 decimal places.
 - (f) Areas must be in square metres rounded to the nearest square meter.
 - (g) Pipe sizes must be in millimeters as per ASTM specifications using 1" = 25 mm
 - (h) Record drawings must be in black ink except for the plan profile grid lines that may be in green ink.
 - (i) Plan/Profile drawings require a 1:500 Horizontal scale and a 1:50 Vertical scale.
 - (j) In Civil 3D the layer names shall be used for type of object in accordance with Table C.4.1 - Civil 3D Layer Names.

3. Required Information

- 3.1. Drawings shall contain the following information:
 - (a) *Subdivision* name, file numbers of *approval* authorities, name and address of Owner, name and address of *Engineer*.
 - (b) A complete list of drawings belonging to the set.

- (c) Legal description of subject properties. All legal information, including bearings, dimensions, lot numbers, block numbers, legal plan numbers, and street names. All lots must be numbered, and the area of each lot must be shown.
- (d) North Arrow in top right corner.
- (e) All existing and proposed utilities, roads, walkways, and sidewalks, rights of way, easements and covenanted areas dimensioned and if existing, referenced to corresponding registered document numbers.
- (f) Geodetic control station monuments with identification number.
- (g) Dimensions establishing location of all surface *works* constructed within statutory rights of way and easements.
- (h) All underground utilities such as sanitary and storm sewers, water, electrical and communication wiring, gas and all applicable appurtenances.
- (i) Utility alignment referenced to the nearest property line or right of way boundary.
- (j) Size, slope and type of all pipes and direction of flow for sewers.
- (k) Specifications and details for all sanitary and water infrastructure and appurtenances.
- (l) Lot services referenced to the nearest legal pin.
- (m) All other related information.

4. Civil 3D Layer Names

- 4.1. Civil 3D drawings shall utilize the following layer names in accordance with Table C.4.1 – Civil 3D Layer Names.

Table C.4.1 – Civil 3D Layer Names

Layer Name	Description
0	not used
Bldg-env	building envelope
Border	RDCO standard border
Boundary	subdivision boundary
Contours	Ground contours
Curb	curb
Curvdata	curve data
Defpoints	dimension nodes
Dims	parcel dimensions (L80)
Easement	utility rights of way
Pgrid	20mm profile grid
PgridF	2mm profile grid
PgridV	Vert. 20mm profile grid
House-txt	civic addresses
Ip	iron pins
Legal	lot & plan lines
Mailbox	Mailbox
Monu	survey monuments
Pfgc	profile final ground centerline
Pegc	profile existing ground centreline
Psan	profile sanitary

Layer Name	Description
Pstm	profile storm
Rdcl	road centreline
Setback	building setback
Uctv	Cable television
Uelec	Electrical
Ugas	Gas
Usana	Sanitary appurtenances
Usanfm	Sanitary force main
Usanml	sanitary main
Usans	sanitary service
Ustma	storm appurtenances
Ustmml	storm main
Utel	Telephone
Uwata	Water appurtenances
Uwatml	water main
Uwats	water service
Viewlayer	viewport (F)
Water	Waterways/creeks
Prefix "fut-"	prefix future <i>works</i>
Prefix "ex-"	prefix existing <i>works</i>
Suffix "-txt"	suffix used for all text layers

SCHEDULE 'D' – COMMITMENT BY OWNER AND ENGINEER

(This form must be submitted before the *Regional District* will issue a certificate to commence construction of works. A separate form must be submitted by each *Engineer*.)

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date:.....

Dear Sir:

RE:
(Legal Description and Address of *Subdivision*)

1. The undersigned Owner has retained as the Owner's *Engineer* to coordinate and review all associated design criteria and field reviews of all *works* required for this *subdivision*. The Owner's *Engineer* shall take all such steps as regulated under the Provincial Statute for his profession and by definition of field reviews hereinafter set forth, to ascertain that the design will comply with and construction will substantially conform in all material respects with the provisions of the *Subdivision* Bylaw and other applicable Permits, Bylaws, Acts, and Regulations which apply to the *subdivision*. The Owner's *Engineer* will ensure that only qualified personnel are retained to carry out tests, inspect or carry out design work, detailing, or field reviews.

"field reviews" mean such reviews of the *works*:

- (a) at the site of *subdivision* to which the *subdivision* application relates, and;
- (b) where applicable, at the fabrication site where components of the required *works* are fabricated,

that the Owner's *Engineer*, in his professional discretion, considers to be necessary in order to ascertain that the *works* substantially conform in all material respects to the design drawings and supporting documents prepared by the Owner's *Engineer* and as marked, "**Approved for Construction**" by the *Regional District*. This will include keeping record of all site visits and any corrective actions taken as a result thereof.

2. The undersigned Owner has given a contractual mandate to the Owner's *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 comment. The Owner's *Engineer* will submit summary progress reports to the *Regional District* on request.
3. The Owner and the Owner's *Engineer* acknowledge their responsibility to each notify the *Regional District* in writing thirty (30) days prior to any intended termination of or by the Owner's *Engineer*. The Owner and the Owner's *Engineer* understand that where the Owner's *Engineer* ceases to be retained at any time during construction of the *works*, work on the above *subdivision* shall cease until such time as
 - (a) a new *Engineer* has been retained, and;
 - (b) new documentation as contained in Schedules 'D' and 'E' of the *Subdivision* Bylaw are submitted to the *Regional District*.

4. The undersigned *Engineer* certifies that he is an *Engineer* licensed to practice in the Province of

British Columbia and has been retained to ensure that the design will comply with and construction of the *subdivision* will substantially conform in all material respects with the *Subdivision* Bylaw and will submit letters of Certification of Bylaw Compliance as needed, for the *approval* of the above noted *subdivision*.

5. Furthermore, the undersigned *Engineer* hereby covenants that his firm presently carries liability insurance in the amount of one million dollars (\$1,000,000.00).

If Owner is an Individual:

Signed this day of, 20.....)
 By the Owner in the presence of:
)
 Name of Witness) Owner's Name
)
 Signature of Witness) Owner's Signature
)
 Occupation of Witness)

If Owner is a Company:

Signed this day of, 20.....)
 By the Owner in the presence of:
)
 Name of Witness) Company Name
)
 Signature of Witness) By its Authorized Signatories:
)
 Occupation of Witness)

Signed this day of, 20.....)
 By the Owner's *Engineer* in the presence of:
)
 Name of Witness) *Engineer's* Name
)
 Signature of Witness) *Engineer's* Signature
)
 Occupation of Witness)

If the Owner's *Engineer* is a member of a firm, complete the following:

I am a member of the firm and I sign this letter on their behalf.

SCHEDULE 'E' – COMMITMENT TO DESIGN AND FIELD REVIEW

(This form must be submitted before the *Regional District* will issue a certificate to commence construction of works. A separate form must be submitted by each *Engineer*.)

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date:.....

Dear Sir:

RE:
(Legal Description and Address of *Subdivision*)

1. The undersigned *Engineer* hereby gives the assurance that the:

.....	sewage works	
.....	water works	(Initial applicable works below and cross
.....	geotechnical	out and initial non-applicable works)

for the *subdivision* will be designed, constructed and installed in accordance with the *Subdivision* Bylaw.

2. The undersigned *Engineer* hereby undertakes:

(a) to be responsible for the field reviews of the above referenced works during construction.

(b) to notify the *Regional District* in writing as soon as possible if the undersigned's contract for field reviews is terminated at any time during construction.

3. The undersigned *Engineer* hereby certifies that I am an *Engineer* licensed to practice in the Province of British Columbia.

Signed this day of, 20.....)

By the Owner's *Engineer* in the presence of:

.....)
Name of Witness	)	<i>Engineer's Name</i>

.....)
Signature of Witness	)	<i>Engineer's Signature</i>

.....)
Occupation of Witness)

If the Owner's *Engineer* is a member of a firm, complete the following:

I am a member of the firm and I sign this letter on their behalf.

SCHEDULE 'F' – CERTIFICATION OF BYLAW COMPLIANCE

(This form must be submitted after Substantial Performance of the work but before the *Regional District* will issue a Certificate of Works Installation. A separate form must be submitted by each *Engineer*.)

Regional District of Central Okanagan
1450 KLO Road
Kelowna, B.C.
V1W 3Z4

Date:.....

Dear Sir:

RE:
(Legal Description and Address of *Subdivision*)

1. The undersigned *Engineer* hereby certifies that:

- (a) I have fulfilled my obligations for field reviews as outlined in the *Subdivision* Bylaw, and the previously submitted "Commitment to Design and Field Review",
- (b) those *works* of the *subdivision* opposite my initials in the previously submitted "Commitment to Design and Field Review" substantially comply in all material respects with;
 - (i) the applicable provisions and requirements of the *Subdivision* Bylaw.
 - (ii) the design drawings and supporting documents submitted in support of the application for *subdivision*.
- (c) I have enclosed the final record drawings and supporting documents prepared by me for this *subdivision*.
- (d) I am an *Engineer* licensed to practice in the Province of British Columbia.

Signed this day of, 20.....)
By the Owner's *Engineer* in the presence of:

.....)
Name of Witness	)	<i>Engineer's Name</i>
.....)
Signature of Witness	)	<i>Engineer's Signature</i>
.....)	
Occupation of Witness)	

If the Owner's *Engineer* is a member of a firm, complete the following:

I am a member of the firm and I sign this letter on their behalf.

SCHEDULE 'G' – MAINTENANCE SECURITY AGREEMENT

THIS AGREEMENT made this day of, 20....

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, of 1450 KLO Road in the city of Kelowna, in the Province of British Columbia

(hereinafter called the "*Regional District*")

OF THE FIRST PART

AND:

(hereinafter called the "*Owner*")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner or holder of a Registered Right to Purchase Lands and premises situate, lying and being in the *Regional District* of Central Okanagan, Province of British Columbia, and more particularly known and described as:

(hereinafter called the "*Lands*");

AND WHEREAS the Owner's *Engineer* has certified that the Owner has attained substantial performance of the *subdivision* of the Lands, and a Certificate of *Works* Installation has been issued by the *Regional District*.

AND WHEREAS the Owner is desirous of entering into this Agreement with the *Regional District* pursuant to the provisions of the *Subdivision Servicing Bylaw* to warrant the construction and installation of all *works* in order to obtain *approval* from the *Approving Officer* for the *subdivision* plan.

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:

1. In this Agreement, unless the context otherwise requires all words and expressions must have the same meaning assigned to them as like word or expressions contained in the Definitions Section of the *Subdivision Servicing Bylaw* of the *Regional District*.
2. The Owner covenants and agrees to warrant for a period of eighteen (18) months from the date of execution of this Agreement any *works* or services which were installed or constructed as a requirement of the provisions of the *Subdivision Servicing Bylaw*.
3. The Owner covenants and agrees that any defects or deficiencies that appear prior to the expiration of this Agreement will be corrected within 10 working days after the date of written

notification by the *Regional District*.

4. The Owner agrees that the *works* for which this Agreement applies are those *works* listed below and initialled by the Owner:

.....	sewage <i>works</i>	(Initial applicable <i>works</i> below and cross out and initial non-applicable <i>works</i>)
.....	water <i>works</i>	
.....	geotechnical	
5. The cost of all work required to correct any defects or deficiencies shall be at the expense of the Owner. The Owner shall employ only bondable contractors to carry out and complete the work.
6. The Owner shall obtain and provide to the *Regional District*, upon request and free of charge, true copies of all contracts and sub-contracts entered into by the Owner or its contractors and relating to the *works*.
7. The *Regional District* covenants and agrees to schedule with the Owner a site visit at least forty five (45) days prior to the expiry date of this Agreement to inspect the *works* and determine what deficiencies or defects, if any, exist. Upon completion of the site visit the *Regional District* will notify the Owner, in writing, at least thirty (30) days prior to the expiry date of this Agreement what deficiencies or defects, if any, exist.
8. The Owner covenants and agrees that he shall cause all deficiencies and defects identified during the site visit to be corrected to the satisfaction of the *Regional District* no later than seven days prior to the expiry date of this Agreement hereinafter called the "Completion Date".
9. The decision of the *Regional District* shall be final and binding on all parties hereto in determining whether or not the *works* or any part thereof has been corrected and completed in accordance with the provisions of this Agreement.
10. Prior to the issuance of a Certificate of *Works* Installation by the *Regional District* and as security for the due and proper performance by the Owner of all his covenants and agreements herein contained, the Owner shall deposit with the *Regional District* an unconditional, irrevocable and automatically renewing letter of credit, bank draft or cash, drawn on a chartered bank in Canada for a term of not less than eighteen (18) months, in the amount of (\$.....), which is equal to the amount required pursuant to Section 9.4.1 b of the *Subdivision Servicing Bylaw*.
11. The Owner agrees that if the required corrections, or any part thereof, are not completed in accordance with the provisions of this Agreement, the *Regional District* may draw funds from the security provided under Section 10 of this Agreement and the *Regional District* may complete the work at the expense of the Owner. The cost of the corrections shall be deducted from security held by the *Regional District* and the balance of the security less any administration fees and costs incurred by the *Regional District* will be returned to the Owner at the date of expiration of this Agreement. If there is insufficient money on deposit with the *Regional District* by reason of the security deposit, then the Owner will pay such deficiency to the *Regional District* immediately upon receipt of an invoice from the *Regional District*. It is understood and agreed that the *Regional District* may do such work either by itself, or by contractors employed by the *Regional District*.
12. The Owner agrees that he shall submit registered copies of all applicable plans, agreements and

documentation for each statutory right of way, covenant, and easement to the *Regional District* prior to the completion date and that the *Regional District* shall not be required to release the balance of the security, if any, until such time as the *Regional District* is in receipt of these plans, agreements and documentation as required.

13. The Owner covenants and agrees to indemnify and save harmless the *Regional District*, its Board, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the *Regional District* or its Board, officers, agents and employees, resulting directly or indirectly from the maintenance, construction, installation, or correction of the *works* and services.
14. In consideration of due and proper performance by the Owner of his covenants herein contained, the *Regional District* covenants and agrees to permit the Owner to carry out and perform the work.
15. Any demand or notice required or permitted to be given under the provisions of this Agreement must be in writing and may be given by mailing such notice by prepaid registered post to the party concerned at the address for 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.
16. It is understood and agreed that the *Regional District* has made no representations, covenants, warranties, guarantees, promises, or agreements, oral or otherwise, with the Owner other than those contained in this contract.
17. Gender specific terms in this bylaw include both genders, words in the singular include the plural, and words in the plural include the singular.
18. This Agreement and the terms, covenants, and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the *Regional District* of Central Okanagan, Province of British Columbia, the day and year above written.

Signed by the <i>Regional District</i> in the presence of:	)	REGIONAL DISTRICT OF CENTRAL OKANAGAN By its Authorized Signatories:
.....)	
Name of Witness	)	.....
.....)
Signature of Witness)	
.....)	
Occupation of Witness)	

If Owner is an Individual:

Signed By the Owner in the presence of:)	
.....)
Name of Witness	)	Owner's Name
.....)
Signature of Witness	)	Owner's Signature
.....)	
Occupation of Witness)	

If Owner is a Company:

Signed By the Owner in the presence of:)	
.....)
Name of Witness	)	Company Name
.....	)	By its Authorized Signatories:
Signature of Witness	)	.....
.....)
Occupation of Witness)	

Required Attachments:

Appendix 'A': Attach letter of credit, photocopy of bank draft, or photocopy of cash receipt.

Appendix 'B': Attach list of all applicable plans, agreements and documentation for each statutory right of way, covenant, and easement.

SCHEDULE 'H' – SUBDIVISION SERVICING AGREEMENT

THIS AGREEMENT made this day of, 20.....

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, of 1450 KLO Road in the city of Kelowna, in the Province of British Columbia

(hereinafter called the "*Regional District*")

OF THE FIRST PART

AND:

(hereinafter called the "*Owner*")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner or holder of a Registered Right to Purchase Lands and premises situate, lying and being in the *Regional District* of Central Okanagan, Province of British Columbia, and more particularly known and described as:

(hereinafter called the "*Lands*");

AND WHEREAS the Owner wishes to subdivide the Lands, or part thereof, in the manner shown on a *Subdivision Plan* which has been submitted by the Owner to the *Approving Officer* and the *Regional District* for *approval*. A copy of said plan is attached hereto as Appendix 'A', and is hereinafter the "*Subdivision Plan*";

AND WHEREAS the Owner is desirous of entering into this Agreement with the *Regional District* pursuant to the provisions of Section 509 of the Local Government Act, in order to obtain *approval* from the *Approving Officer* for the *Subdivision Plan* prior to the completion of the construction and installation of all *works* required under the provisions of the *Subdivision Servicing Bylaw* to be constructed and installed by the Owner.

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:

1. In this Agreement, unless the context otherwise requires all words and expressions shall have the same meaning assigned to them as like word or expressions contained in the Definitions Section of the *Subdivision Servicing Bylaw* of the *Regional District*.
2. The Owner covenants and agrees to construct and install on the Lands and offsite, as the case may be, in accordance with the plans and specifications marked "Approved for Construction" by the *Regional District* and initialled by each of the parties hereto for identification, the following *works*:

.....	sewage works	(Initial applicable works below and cross out and initial non-applicable works)
.....	water works	
.....	geotechnical	

3. Each of the parties hereto acknowledge having in its or his possession a true copy of the aforesaid plans and specifications, hereinafter called the "Approved Engineering Plans", and acknowledge and agree that the Approved Engineering Plans are hereby incorporated into and made part of this Agreement and are attached as Appendix 'B'.
4. The Owner covenants and agrees that upon substantial performance of the work as certified by the Owner's *Engineer* and approved by the *Regional District* the Owner will enter into a Maintenance Security Agreement, as contained in Schedule 'G' of the *Subdivision Servicing Bylaw*, to warrant for the maintenance of the work for a period of eighteen months.
5. All work must be carried out by the Owner or his contractors in accordance with the Approved Engineering Plans, and in accordance with the provisions of the *Subdivision Servicing Bylaw* which is currently in force. Where the provisions of the Approved Engineering Plans and the *Subdivision Servicing Bylaw* conflict, the more stringent provisions shall apply.
6. The cost of all work herein shall be at the expense of the Owner. The Owner must employ only bondable contractors to carry out and complete the work.
7. The Owner must obtain and provide to the *Regional District* upon request and free of charge true copies of all contracts and sub-contracts entered into by the Owner or its contractors and relating works.
8. The decision of the *Regional District* shall be final and binding on all parties hereto in determining whether or not the work or any part thereof has been carried out and completed in accordance with the provisions of this Agreement.
9. As soon as the Owner is satisfied that he has caused the work to be completed, and prior to issuance of a Certificate of *Works Installation*, the Owner shall submit to the *Regional District* record drawings as per Section 9.3.
10. The Owner shall cause all work herein to be carried out and completed not later than the day of, 20..... (hereinafter called the "Completion Date").
11. Prior to obtaining *approval* of the *subdivision* by the *Approving Officer*, the Owner shall:
 - (a) pay all arrears of property taxes chargeable against the Lands, and;
 - (b) pay all currently assessed property taxes as levied against the Lands.
12. Prior to final *approval* and as security for the due and proper performance by the Owner of all his covenants and agreements herein contained, the Owner shall deposit with the *Regional District* an unconditional, irrevocable and automatically renewing letter of credit, bank draft, or cash, drawn on a chartered bank in Canada for a term of not less than twelve (12) months. The letter of credit shall be in the amount of (\$.....), which is equal to the amount required pursuant to Section 9.4.1 b of the *Subdivision Servicing Bylaw*.
13. The Owner agrees that if the *works*, or any part thereof, is not completed in accordance with the provisions of this Agreement by the Completion Date, or if the Owner shall be in default of any of

his covenants herein contained, and such default shall continue for a period of fourteen (14) days after notice thereof has been given by the *Regional District* to the Owner, the *Regional District* may call for and receive funds secured by the letter of credit and the *Regional District* may complete the *works* at the expense of the Owner and deduct from any fund held by the *Regional District* as security hereunder, the cost of such completion, and the balance of the security, if any, will be returned to the Owner less any administration fees and costs incurred by the *Regional District*. If there is insufficient money on deposit with the *Regional District* by reason of the security deposit, then the Owner will pay such deficiency to the *Regional District* immediately upon receipt of an invoice from the *Regional District*. It is understood and agreed that the *Regional District* may complete such *works* either by itself, or by contractors employed by the *Regional District*.

14. The *Regional District* will consent to a reduction in the amount secured by the letter of credit, or cash, from time to time in accordance with the following:
 - (a) The credit reduction will be equal to the cost of *works* completed, minus a 10% holdback, as submitted by the Owner's *Engineer* and as approved by the *Regional District*, and;
 - (b) no reduction will be allowed for an amount which represents less than 10% of the total cost of construction and installation of the *works*; and
 - (c) no reduction to the letter of credit will be allowed which reduces its value to less than the sum of the amounts held under Section 5.9.1 (b) (iii) and (iv) of the *Subdivision Servicing Bylaw*.
15. The Owner covenants and agrees to indemnify and save harmless the *Regional District*, its Board, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the *Regional District* or its Board, officers, agents and employees, resulting directly or indirectly from the design, construction, or installation of the *works*.
16. The Owner acknowledges and agrees that the *Regional District* will not issue Building Permits on any of the parcels created by the *subdivision* of the Lands, and no building shall occur on the Lands until the Certificate of *Works* Installation has been issued by the *Regional District*.
17. The Owner covenants and agrees that the Owner shall give all prospective purchasers a copy of this Agreement and bring their attention to Section 16 of this Agreement which restricts their ability to apply for a building permit.
18. In consideration of due and proper performance by the Owner of his covenants herein contained, the *Regional District* covenants and agrees to permit the Owner to carry out and perform the work.
19. Any demand or notice required or permitted to be given under the provisions of this Agreement must be in writing and may be given by mailing such notice by prepaid registered post to the party concerned at the address for such party first above recited, and any such notice or demand mailed as aforesaid must 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.
20. The Owner acknowledges and agrees that the *works* become the property of the *Regional District* or the agency having jurisdiction upon issuance of a Certificate of *Works* Installation by the *Regional District*. Notwithstanding the above, nothing herein contained must derogate from the obligation of the Owner to maintain the *works* for a period of eighteen (18) months following the

date of *Works* Installation as aforesaid.

21. It is understood and agreed that the *Regional District* has made no representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, with the Owner other than those contained in this contract.
22. Gender specific terms in this bylaw include both genders, words in the singular include the plural, and words in the plural include the singular.
23. This Agreement and the terms, covenants, and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the *Regional District* of Central Okanagan, Province of British Columbia, the day and year above written.

Signed by the *Regional District* in the presence of:) *REGIONAL DISTRICT OF CENTRAL
OKANAGAN* By its Authorized Signatories:

.....)
 Name of Witness)
)
 Signature of Witness)
)
)
 Occupation of Witness)

If Owner is an Individual:

Signed By the Owner in the presence of:)

.....)

Name of Witness) Owner's Name

.....)

Signature of Witness) Owner's Signature

.....)

Occupation of Witness)

If Owner is a Company:

Signed By the Owner in the presence of:)

.....)

Name of Witness) Company Name

.....) By its Authorized Signatories:

Signature of Witness)

.....)

Occupation of Witness)

Required Attachments:

Appendix 'A': Attach a copy of the *Subdivision* Plan as submitted by the Owner to the *Approving Officer* and the *Regional District* for *Approval*.

Appendix 'B': Attach a copy of the Approved Engineering Plans initialled by each of the parties.

Appendix 'C': Attach letter of credit.

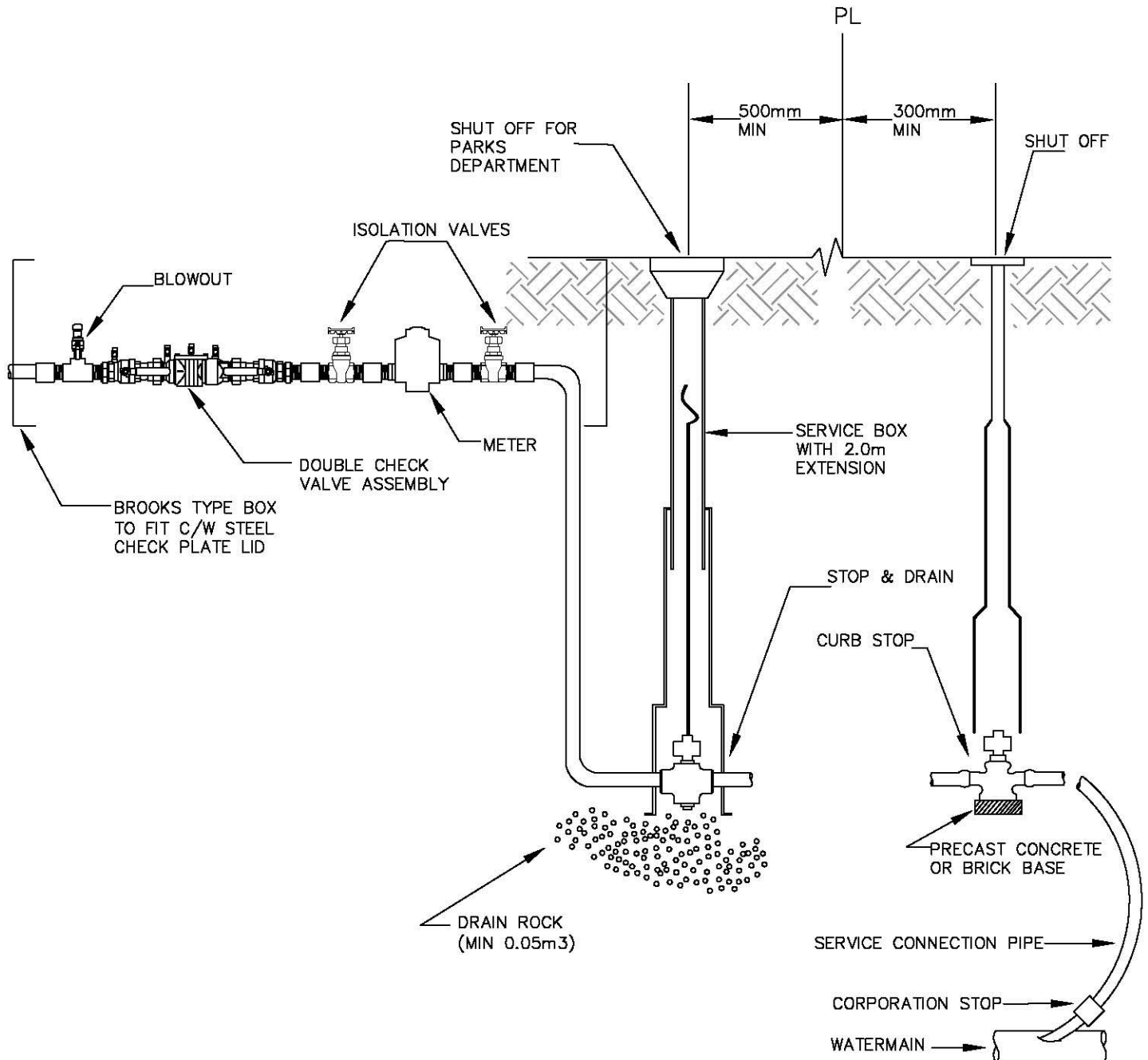
SCHEDULE 'I' – STANDARD DRAWINGS

1. List of Standard Drawings:

<u>Drawing No.</u>	<u>Drawing Title</u>
W1	R.D.C.O. Park Irrigation Service
W2	R.D.C.O. Pit Meter Detail

Standard Drawings

NOT TO SCALE



NOTES:

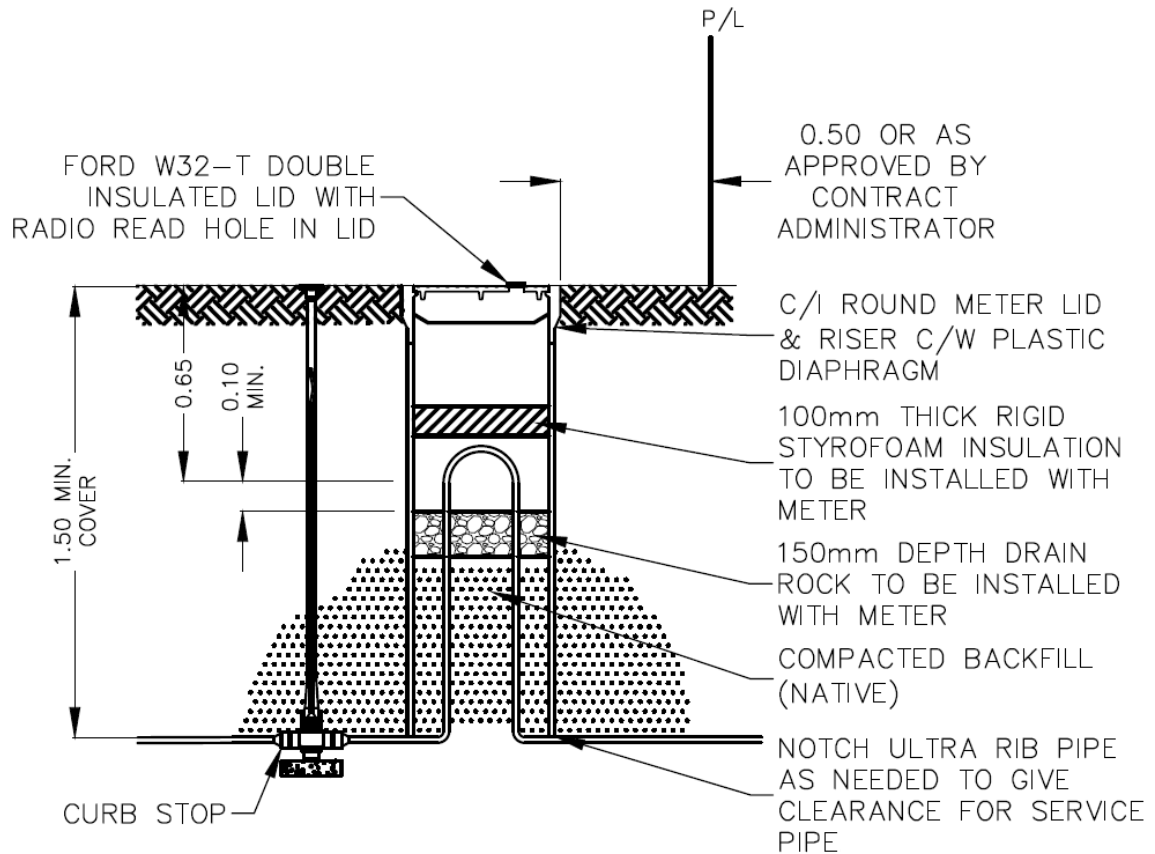
1. REFER TO DESIGN DRAWINGS, MMCD 33 11 01 AND STANDARD DETAIL DRAWING W2a
2. REFER TO SCHEDULE 'A' OF THIS BYLAW
3. BACKFLOW PREVENTION TO BE USED AS REQUIRED BY THE REGIONAL DISTRICT

DECEMBER 2014

Drawing Number :

R.D.C.O.
Park Irrigation Service

W1



NOTES:

1. METER AND ANTENNA WILL BE BY OTHERS.
2. 25mm WATER SERVICE - 450mm dia. ULTRA RIB PIPE
3. 50mm WATER SERVICE - 900mm dia. PRECAST CONCRETE BARREL

DECEMBER 2014

Drawing Number :

R.D.C.O.
Pit Meter Detail

W2