

VILLAGE OF MONTROSE

SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO. 441, 1992

Urban Systems Ltd.
March 1992
7102606.1

THE CORPORATION OF THE VILLAGE OF MONTROSE

SUBDIVISION SERVICING BYLAW NO. 441, 1992

WHEREAS the Council of the Corporation of the Village of Montrose wishes to regulate and require the provision of services in respect to subdivision of land pursuant to Sections 625, 988, 989, 990, 991, and 995 of the Municipal Act.

AND WHEREAS the Council of the Corporation of the Village of Montrose wishes to regulate and require the provision of services in respect to the issuance of a building permit under Section 989 of the Municipal Act;

NOW THEREFORE, the Council of the Corporation of the Village of Montrose, in open meeting assembled, ENACTS AS FOLLOWS:

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SCHEDULES

SCHEDULE A	LEVEL OF WORKS AND SERVICES
SCHEDULE B	SUBDIVISION DESIGN DRAWINGS AND CONSTRUCTION PROCEDURES
SCHEDULE C	SUBDIVISION AND DEVELOPMENT SERVICING DESIGN AND CONSTRUCTION REQUIREMENTS
SCHEDULE D	SERVICING REQUIREMENTS FOR DEVELOPMENTS WITH NO SUBDIVISION
SCHEDULE E	PERFORMANCE AGREEMENT

SECTION 1 - TITLE

TITLE

- 1 This Bylaw may be cited as the "Village of Montrose
Subdivision and Development Servicing Bylaw No. 441, 1992".

SECTION 2 - DEFINITIONS

DEFINITIONS

2 In this Bylaw:

"APPROVAL" means written approval of a subdivision by the Approving Officer or issuance of building permit by the Building Inspector;

"APPROVING OFFICER" means a person appointed as an Approving Officer for the Corporation of the Village of Montrose;

"BUILDING INSPECTOR" means a person appointed as a Building Inspector for the Corporation of the Village of Montrose;

"COMMUNITY DRAINAGE SYSTEM" means a system of works owned, operated and maintained by the Municipality, designed and constructed to control the collection, conveyance and disposal of surface and other water;

"COMMUNITY SANITARY SEWAGE SYSTEM" means a system owned, operated and maintained by the Municipality for the collection and disposal of sanitary sewage;

"COMMUNITY WATER SYSTEM" means a system of waterworks, within the meaning of the Health Act, which is owned, operated and maintained by the Municipality;

"COUNCIL" means the Municipal Council of the Corporation of the Village of Montrose;

"CUL-DE-SAC" means a length of local street made for vehicular use, the end of which is permanently closed either by subdivision design or by a natural feature such as inaccessible terrain;

"FRONTAGE" means that length of a parcel boundary which immediately adjoins a highway other than a lane or a walkway;

"HIGHWAY" means and includes a street, road, lane, bridge, viaduct and any other way open to public use, but does not include a private right-of-way on private property;

"LANE" means a narrow highway less than 9 metres in width which provides vehicular access to any abutting parcel, so that the parcel may be serviced or accessed by vehicles using that highway;

"MUNICIPALITY" or "VILLAGE" means the Corporation of the Village of Montrose;

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

- ▶ the tenant for life under a registered life estate;
- ▶ the registered holder of the last registered agreement for sale;
- ▶ the holder or occupier of land held in the manner mentioned in Sections 409 and 410 of the Municipal Act;
- ▶ an Indian who is an owner under the letters patent of a municipality, incorporated under Section 10 of the Municipal Act;

"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 AREA" means the total horizontal area within the boundaries of a parcel created by subdivision;

"PARCEL DEPTH" means the average distance from the front parcel line and to the rear parcel line;

"PARCEL LINE" means a line marking the boundary of a parcel;

"PARCEL - FRONT LINE" means the parcel line which immediately adjoins a highway other than a lane or walkway;

"PARCEL - REAR LINE" means the parcel line furthest from and opposite to the front parcel line, except that there shall not be more than one rear parcel line;

"PARCEL - SIDE LINE" means a parcel line marking the boundary between two parcels or between a parcel and a lane or between a parcel and a highway in the case of a corner parcel of which one or both ends intersects a front parcel line;

"PARCEL WIDTH" means the horizontal distance between the side parcel lines measured at right angles to the parcel depth;

"POTABLE WATER" means water which is accepted for drinking purposes by the Medical Health Officer;

"PROFESSIONAL ENGINEER" means a person who is registered or duly licensed as such, under the provisions of the Engineering Professional Act of the Province of British Columbia;

"SUBDIVISION or SUBDIVISION UNDER THE LAND TITLES ACT" means the division of land into two or more parcels, whether by plan, apt descriptive words, or otherwise;

"SUPERINTENDENT OF WORKS" means the Village's Works Foreman or other persons appointed by Council to perform the duties of the superintendent of works as required under this bylaw.

"WALKWAY" means a narrow highway for the predominant use of pedestrian traffic;

"WORKS AND SERVICES" means any public service, facility or utility which is required or regulated by this Bylaw and without restricting the generality of the foregoing includes: the supply and distribution of water; collection and disposal of sanitary sewage and drainage water; street lighting; highways, access roadways, curbs, gutters, and sidewalks; and natural gas, power, telephone and cablevision services;

"ZONE" means a zone as provided for in the Village of Montrose Zoning Bylaw No. 354, 1983 and amendments thereto.

All words or expressions used in the Bylaw shall have the same meaning assigned to them as like words or expressions contained in the Interpretation Act and the Municipal Act.

SECTION 3 - GENERAL PROVISIONS

GENERAL PROVISIONS

Severability

- 3 (1) The provisions of this Bylaw are severable. If any provision is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Bylaw.

Administration

- (2) This bylaw shall be administered by:
- (a) The Approving Officer of the Corporation of the Village of Montrose where works and services are to be provided because of subdivision of land; or
 - (b) The Building Inspector of the Corporation of the Village of Montrose where works and services are to be provided pursuant to Section 989(4), (5) or (6) because of an application for a building permit; or
 - (c) Some other officer appointed by Council.

Record Kept

- (3) (a) The Approving Officer shall maintain a record of all applications submitted under this Bylaw with respect to subdivisions; the record shall indicate the final disposition of all such applications;
- (b) The Building Inspector shall maintain a record of all occasions when the provisions of this Bylaw are used under Section 989(4), (5), or (6) of the Municipal Act to require the provision of works and services in accordance with the standards of this Bylaw and this record will show what works and services were provided and where.

Authorization of Entry

- (4) The Approving Officer, Building Inspector or some other officer appointed by Council 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 and to ascertain whether the provisions of this Bylaw are being complied with.

Level of Service

- (5) All subdivisions shall be provided with service as prescribed in Schedule A of this bylaw, and the service levels may be different for different zones within the Village in accordance with the provisions of Schedule A of this Bylaw.

Compliance with Bylaw

- (6) No subdivision shall be approved in the Village which does not comply with the provisions of this Bylaw.

Cost of Services

- (7) 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 of the land being subdivided.

Excess or Extended Servicing Capacity

- (8) Pursuant to Section 990 of the Municipal Act, the Village may require that the owner of land being subdivided provide excess or extended services to provide access to or serve land other than that being subdivided.

Violation

- (9) Every person who:
- (a) violated 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 an officer on property under Section 3(4);

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

Offence

(10) Each day's continuance of an offence under Section 3(8) constitutes a new and distinct offence.

Penalty

(11) Every person who commits an offence under this Bylaw is liable on summary conviction to a fine not exceeding \$2,000 and the cost of prosecution.

SECTION 4 - SERVICING REQUIREMENTS FOR SUBDIVISIONS UNDER
LAND TITLE ACT

REQUIREMENTS

- 4 As a condition of the approval of a subdivision, the Village requires that the owner of the land being subdivided provide works and services in respect of the subdivision of land, including:
- (a) clearing, grading and surfacing of highways in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (b) construction of curbs, gutters and sidewalks in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (c) construction of water distribution system components in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (d) construction of sanitary sewer system components in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (e) provision of storm drainage facilities in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (f) provision of wiring and street lighting in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw.

[Note: If the subdivision is located within a Development Permit Area as set out in the Official Community Plan (see the OCP or the manual accompanying this bylaw for a map of the area), then the Village may require additional works and services]

SUBDIVISION UNDER THE CONDOMINIUM ACT

[Note: Servicing for subdivisions under the Condominium Act are not regulated by this bylaw, but are regulated by the Bare Land Strata Regulations of the Condominium Act.]

SECTION 5 - SERVICING REQUIREMENTS FOR HIGHWAYS ABUTTING
A SITE BEING SUBDIVIDED OR DEVELOPED

REQUIREMENTS

- 5 As a condition of the approval of a subdivision or the issuance of a building permit, the Village requires that the owner of the land being subdivided or developed provide works and services directly attributable to the subdivision or development on that portion of a highway immediately adjacent to the site being subdivided or developed, up to the centreline of the highway. Works and services which shall be required include:
- (a) highway improvements including clearing, grading and surfacing in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (b) sidewalk, curb and gutter improvements in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (c) water system improvements including construction of water distribution components in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (d) sewer system improvements including construction of sewage collection system components in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (e) drainage system improvements including the construction of drainage system components in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw;
 - (f) street lighting and wiring improvements in accordance with the level of service set out in Schedule A of this Bylaw, and designed and constructed to the standards set out in Schedules B and C of this Bylaw.

[Note: If the subdivision is located within a Development Permit Area as set out in the Official Community Plan (see the OCP or the manual accompanying this bylaw for a map of the area), then the Village may require additional works and services]

**SECTION 6 - SERVICING REQUIREMENTS FOR DEVELOPMENTS NOT REQUIRING
SUBDIVISION**

REQUIREMENTS

6 As a condition of the issuance of a building permit on a site being developed in a Residential 2 (Multiple Family Residential), Commercial 1 (General Commercial) or Institutional and Community Facilities Zone, the Village may require that the owner of the land being developed provide works and services which are directly attributable to the development in accordance with the standards required in this bylaw. In addition, the Village may require the works and services set out below:

- (a) access roads designed and constructed to the standards set out in Schedule D of this Bylaw;
- (b) drainage works and services (site grading, ditching, discharge to streams or drainage system) designed and constructed to the standards set out in Schedule D of this Bylaw;

[Note: If the subdivision is located within a Development Permit Area as set out in the Official Community Plan (see the OCP or the manual accompanying this bylaw for a map of the area), then the Village may require additional works and services]

SECTION 7 - PERFORMANCE AGREEMENT AND MAINTENANCE BOND

PERFORMANCE AGREEMENT

- 7 (1) All works and services required to be constructed and installed at the expense of the owner of the land being subdivided or developed shall be constructed and installed in accordance with the provisions of this Bylaw before the Approving Officer approves of the subdivision, or the Building Inspector issues the building permit, unless the owner of the land:
- (1) deposits with the Village a performance bond in the amount of 120% of the Approving Officer's or Building Inspector's estimate of construction cost and in the form prescribed in Schedule "E" of this Bylaw; and
 - (2) enters into an agreement with the Village substantially in the form shown in Schedule "E" of this Bylaw to construct and install the required works and services by the date specified in the agreement of forfeit to the Village the amount secured by the performance bond.

MAINTENANCE BOND

- 7 (2) Where the Owner of land is required to construct and install works and services in accordance with the provisions of this Bylaw, the Owner shall provide the Village with a maintenance bond as prescribed in Schedule B - (Subdivision Design Drawings and Construction Procedures) of this bylaw.

SECTION 8 - FEES

FEES

Application Fees

- 8 (1) Pursuant to Section 988)4) of the Municipal Act a fee of Twenty-five (\$25.00) Dollars for the first parcel created by subdivision and Ten (\$10.00) Dollars for each additional parcel is payable to the Municipality.

Examination Fee

- (2) An examination fee as required under Section 83(2)(a) of the Land Title Act and set out in regulations thereto is payable to the Municipality.

SECTION 9 - SCHEDULES

SCHEDULES

9 (1) The following is a list of schedules attached hereto and forming part of this Bylaw:

Schedule A - Level of Works and Services

Schedule B - Subdivision Design Drawings and Construction Procedures

Schedule C - Subdivision and Development Servicing, Design, and Construction Requirements

Schedule D - Servicing Requirements for Developments with No Subdivision

Schedule E - Performance Agreement

SECTION 10 - REPEAL AND ADOPTION

REPEAL

10 The "Subdivision Bylaw No. 300 of the Municipality of Montrose, 1978" and amendments thereto, are hereby repealed.

ADOPTION

READ A FIRST TIME THIS 23rd DAY OF March, 1992
READ A SECOND TIME THIS 23rd DAY OF March, 1992
READ A THIRD TIME THIS 23rd DAY OF March, 1992
RECONSIDERED AND ADOPTED THIS 26th DAY OF March, 1992

Gerald A. Henke
CLERK

Acting Jean Lakes
MAYOR

I hereby certify this to be a true copy of the Village of Montrose Subdivision and Development Servicing Bylaw No. 441, 1992 as adopted by the Village Council.

DATED THIS 31st DAY OF March, 1992 Gerald A. Henke
CLERK

SCHEDULE A - SERVICE LEVELS

This is Schedule A as referred to in Section 9 of the Village of Montrose Subdivision and Development Servicing Bylaw No. 441, 1992

Gerald A. Henke
CLERK

Jean Lakes
MAYOR

THE CORPORATION OF THE VILLAGE OF MONTROSE
SUBDIVISION SERVICING BYLAW NO. 441, 1992

SCHEDULE A

LEVEL OF WORKS AND SERVICES

1. The level of works and services to be provided in subdivisions and developments shall conform to the following table for the various zones set out in the Village of Montrose Zoning Bylaw. For servicing purposes, the zones and corresponding servicing levels shall be as set out in Figure A-1, regardless of amendments to the zoning bylaw, except that if property is rezoned from Rural (RU) to another zone, the service level for the new zone shall apply.

WORK OR SERVICE

	RESIDENTIAL 1 (R1)	RESIDENTIAL 2 (R2)	COMMERCIAL (C)	PARKS AND RECREATIONAL (PR)	INSTITUTIONAL AND COMMUNITY FACILITY (ICF)	RURAL (RU)
Water						
Municipal	Yes	Yes	Yes	Yes	Yes	Yes
Private	No	No	No	No	No	No
Sanitary Sewer						
Municipal	Yes	Yes	Yes	Yes	Yes	Yes
On-Site	No	No	No	No	No	No
Street Lighting	Yes	Yes	Yes	Yes	Yes	No
Wiring						
Underground	Yes	Yes	Yes	Yes	Yes	No
Overhead	No	No	No	No	No	Yes
Highways						
Right-of-way width for:						
Rural Road	N/A	N/A	N/A	N/A	24 m	24 m
Collector Street	20 m	20 m	20 m	20 m	20 m	N/A
Local Street	20 m	20 m	20 m	20 m	20 m	N/A
Cul-de-Sac	15 m	15 m	15 m	15 m	15 m	N/A
Lane	7.5 m	7.5 m	7.5 m	7.5 m	7.5 m	N/A
Walkway	3 m	3 m	3 m	3 m	3 m	N/A
Pavement width for:						
Rural Road	N/A	N/A	N/A	N/A	N/A	7.3 m
Collector Street	10.4 m	10.4 m	10.4 m	10.4 m	10.4 m	N/A
Local Street	8.0 m	8.0 m	8.0 m	8.0 m	8.0 m	N/A
Cul-de-Sac	8.0 m	8.0 m	8.0 m	8.0 m	8.0 m	N/A
Lane	5.5 m	5.5 m	5.5 m	5.5 m	5.5 m	N/A
Walkway	2.4 m	2.4 m	2.4 m	2.4 m	2.4 m	N/A
Curb and Gutter	Yes	Yes	Yes	Yes	Yes	No
Sidewalks	No	No	No	No	No	No

Drainage

See page A-2

2. The required level of drainage service depends on the location of the subdivision or development in the Village, and its relationship to existing drainage services. If the downstream drainage service is enclosed, the drainage service in the subdivision or development shall be enclosed. If the downstream drainage service is open (ditches), the drainage service in the subdivision or development shall be open.

VILLAGE OF MONTROSE

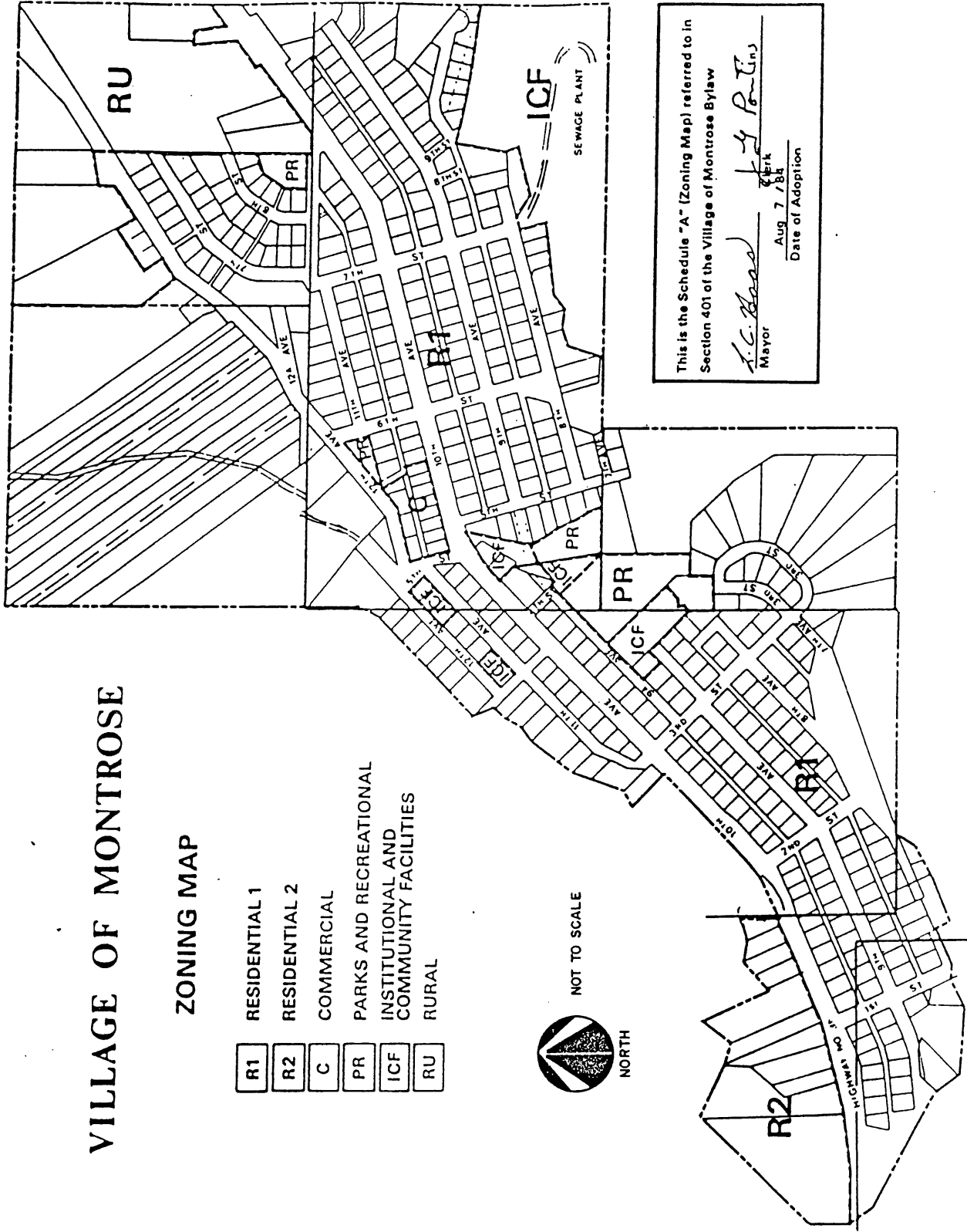
ZONING MAP

R1	R2	C	PR	ICF	RU
----	----	---	----	-----	----

- RESIDENTIAL 1
- RESIDENTIAL 2
- COMMERCIAL
- PARKS AND RECREATIONAL INSTITUTIONAL AND COMMUNITY FACILITIES
- RURAL



NOT TO SCALE



This is the Schedule "A" (Zoning Map) referred to in Section 401 of the Village of Montrose Bylaw

L.C. Shand
Mayor

Ly P. G. n.
Clerk

Aug 7 / 04
Date of Adoption

NOTE
FOR INFORMATION ONLY, ZONES
MAY CHANGED SINCE ADOPTION
OF THIS BYLAW.

FIGURE A-1

SCHEDULE B - SUBDIVISION DESIGN DRAWINGS AND CONSRUCTION PROCEDURES

This is Schedule B as referred to in Section 9 of the Village of Montrose Subdivision and Development Servicing Bylaw No. 441, 1992.

Gerald A Henke
CLERK

acting *Jean Lakes*
MAYOR

The Village of Montrose Subdivision and Development
Servicing Bylaw No. 441, 1992

Schedule B - Subdivision Design Drawings and
Construction Procedures

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DEFINITIONS

RTAC	Roads and Transportation Association of Canada
ASTM	American Society for Testing and Materials
CSA	Canadian Standards Association
AWWA	American Water Works Association
kPa	Kilopascal
lpd	Litres per day
USgpd	US Gallons per day
mPa	Megapascal
psi	Pounds per square inch
mm	Millimeters
m	meter
ft	feet
in	inches
m/s	Meters per Second
HPS	High Pressure Sodium
IES	Illuminating Engineering Society

SECTION 1.0 - ENGINEERING DRAWINGS

1.01 Design Drawing Preparation

All required engineering drawings shall be dated and sealed by a Professional Engineer.

1.02 Design Drawing Approval

All required engineering drawings shall be approved by the Village before the Owner starts construction of subdivision services.

1.03 General and Legal Information

.1 Drawings to be completed in ink on standard A-1 size sheets (841 mm x 594 mm outside dimensions).

.2 In general, plan and profile drawings shall be to the scale:

Horizontal - 1:500

Vertical - 1:50

with the profile above and the plan below on the drawing. Where grades exceed 15%, the vertical scale may be 1:100.

.3 North arrow to face the top or left side.

.4 The Village's subdivision reference number shall be shown on the title block.

.5 Consecutive drawings to be joined by matchlines.

.6 Legal dimensions to be shown on lot lines.

.7 Right-of-way and easement numbers to be shown.

.8 All elevations shall be based on geodetic datum. A minimum of one (1) reference bench mark with elevation shall be shown on each design drawing.

1.04 Water Service Information

.1 On plan, show all watermains, hydrants, valves, caps, reducers, standpipes, pressure reducing stations and all other appurtenances.

- .2 Show offsets of mains from property line, pipe sizes, material, and class.
- .3 On plan, indicate fitting sizes and joint types.
- .4 On profile, show pipe sizes, material and classes.
- .5 On plan, show water services from main to property line.
- .6 Location of water services to lot corner to be dimensioned.

1.05 Sanitary Sewer and Storm Drainage Information

- .1 On plan, show all pipes, culverts, manholes, catch basins, drainage drywells, clean-outs, leads, inlets and outfalls, pipe sizes, material, class of pipe and offset from property line.
- .2 On profile show manholes, pipe and sizes, length, material, classes, and grades between manholes and pipe invert elevations. Invert elevations of inlets and outfalls must be shown.
- .3 On plan, show all sanitary and storm sewer services from main to property line.
- .4 On plan, dimension location from lot corner to the services and note invert elevation and pipe size.
- .5 Show centerline of drainage ditches with arrows showing direction of flows.
- .6 Sanitary manholes on profile to be shaded with lettratone or equivalent on back of mylar.
- .7 All manholes to have numbering circles on both plan and profile. The manhole numbers shown shall be in accordance with the Village's numbering system.

1.06 Roadwork Information

- .1 On plan, show all curb lines, sidewalks, sidewalk widths, driveway crossings, edge of asphalt where no curbs exist, offsets to be shown on property line to curb line and centerline.
- .2 On profile, show road centerline profile including vertical curve data and grades, and gutter grades where they exist.

- .3 On plan and profile for cul-de-sacs and intersections, show gutterline profile, grades, and offsets.
- .4 For development of steeper sites, the Approving Officer may require the Owner to prepare and submit a site grading plan showing lot and lot access grading.

1.07 Public Utilities Information

- .1 On plan, show gas, underground power, cable television and telephone ducts, overhead pole lines. All intermediate and high pressure gas mains are to be noted.

1.08 Street Lighting Information

- .1 On plan, show street lights and duct work, and all appurtenances related to the system.

1.09 Staging

- .1 On plan and profile clearly show subdivision development staging and the order in which each portion of the project will be developed.
- .2 Where deemed necessary by the Approving Officer, show future subdivision development plans for properties not being developed but adjacent to or affecting the subject properties.

1.10 Schools

- .1 On plan show school sites within or adjacent to the proposed development, including location, type of school, size and access points.

1.11 Soils

- .1 On plan show location of test holes, test hole logs, porosity of soils, the depth to ground water and bedrock, areas of soil instability and any other information deemed necessary by the Superintendent of Works.

SECTION 2.0 - CONSTRUCTION PROCEDURES

2.01 Construction Requirements: Dust Control and Clean-Up

.1 Dust Control

During construction of works and services within the subdivision, the Developer shall be responsible for maintaining dust control at all times wherever:

- a) the operation of any equipment causes dust that becomes a nuisance to property owners and residents in the area;
- b) bare soil conditions are created in performing work.

.2 Clean-Up

- a) During construction of works and services within the subdivision, the Developer shall be responsible for ensuring that the construction area shall be maintained free of accumulation of excess or waste material and debris.
- b) The disposal of waste materials and rubbish by burning or burial on the site will not be permitted. The disposal of volatile wastes such as mineral sprits, oil, gasoline or paint thinner into storm or sanitary sewer drains will not be permitted.
- c) During and after construction of works and services, the Developer shall be responsible for ensuring that all access streets into the subdivision are maintained free of accumulation of excess waste material and debris. The Village reserves the right to carry out the maintenance of such access streets and charge the cost of such work to the Developer, if the Developer fails to restore the street(s) to normal levels within a 48 hours of being notified in writing by the Village.

2.02 Construction Schedule

Before starting construction of subdivision services, the Owner shall provide the Superintendent of Works with a construction schedule, setting out the sequence and timing of construction activities, including those set out in Schedule "C" of this Bylaw where approval by the Superintendent of Works is required. If there are delays or variances from the construction schedule, the Owner shall inform the Superintendent of Works of these variances.

2.03 Authorization of Superintendent of Works to Enter on Lands

During construction, the Superintendent of Works is authorized to enter, at all reasonable times, upon the lands where services are being constructed to view the construction of all works.

2.04 Inspection of Works

Construction of the works shall be inspected by the Owner's engineer, at the Owner's expense, to ensure the works generally conform to the plans, specifications and standards approved by the Village.

The Owner or his agent shall be responsible for all construction procedures, testing and coordination of the works and to ensure all works will be constructed to the satisfaction of the Village.

2.05 Trench Cuts Across Existing Roads

Where utility mains or services have to cross existing roadways, the pavement shall be pre-cut with a cutting wheel or saw.

Upon completion of the utility installation:

- .1 the trench shall be backfilled with competent soils compacted to 95% standard proctor density;
- .2 the crossing shall be patched with at least 300 mm of pitrun gravel subbase and 150 mm of 19 mm crushed gravel base course placed and compacted to 100% standard proctor density; and
- .3 the crossing patched with at least 75 mm of hot mix asphalt.

2.06 Location and Protection of Existing Utilities

The existing underground services shown on Village of Montrose drawings are not guaranteed to be accurate or complete. It shall be the responsibility of the Developer to find and locate all existing services such as water, sewers, drains and culverts, hydro, telephone, cablevision and natural gas; and to preserve and protect them from damage during construction.

No claim for damages by the Developer will be entertained by the Village for the cost of locating existing utilities, adjusting or redesigning lines and grades or relaying pipe to avoid conflict.

2.07 Connections to Existing Utilities

All connections to existing utilities shall be undertaken by the Developer. The Developer shall design the connections and submit his design to the Superintendent of Works for approval.

2.08 Public Access and Safety

During construction of the work, all streets shall be kept open for public travel, unless prior arrangements have been made by the Developer with the Superintendent of Works.

At no time shall access be cut off completely from any houses or buildings, however private driveways may be cut off temporarily for periods up to twenty-four (24) hours. Before cutting off access to any houses or buildings, the Developer shall give at least twenty-four (24) hours notice to the owner and occupant of the property.

The Developer shall effectively warn and protect the public from any danger as a result of the work being done.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic or in such a manner that it creates a hazard for the public. At the end of each day's work and at other times when work is suspended, the Developer shall remove all equipment and other obstructions from that portion of roadway open for use by traffic.

The Developer shall ensure that fire hydrants, valve boxes, manhole covers, meter boxes, fire or police call boxes, and all other utility controls are accessible at all times.

The Developer shall provide temporary pedestrian bridges across the trench at all street intersections and at access points to houses and buildings unless alternative convenient pedestrian access is available.

2.09 Maintenance and Restoration of Existing Drainage Facilities

All existing drainage facilities disturbed by the Developer in carrying out the work shall be promptly restored to their original condition as the work advances. On completion of the work, drainage facilities shall have at least the same flow capacity as before and left in a stable condition to the satisfaction of the Superintendent of Works.

2.10 Construction Completion Certificate

Upon completion of construction, the Professional Engineer representing the Owner shall provide the Village with a Construction Completion Certificate on a standard form provided by the Village of Montrose, stating that the works as constructed generally conform to the plans and specifications set out in the approved engineering drawings.

2.11 Acceptance of Construction Completion Certificate by Village

Upon receipt from the Owner's engineer of the Construction Completion Certificate, the Superintendent of Works shall inspect the works and services, and upon determining that all deficiencies have been rectified to conform to the plans and specifications set out in the approved engineering drawings, shall accept the Construction Completion Certificate as provided for on the standard certificate form.

2.12 Maintenance Bond

Upon acceptance of the Construction Completion Certificate by the Superintendent of Works, the Owner shall provide the Village with a maintenance bond or letter of credit acceptable to the Village in the amount of 10% of the total construction value as determined by the Professional Engineer representing the Owner and approved by the Superintendent of Works. The term of the maintenance bond shall be from the date of acceptance of the Construction Completion Certificate to the date of acceptance of the Final Acceptance Certificate, but in no case shall the term be less than 12 months nor more than 18 months.

2.13 Final Acceptance Certificate

Within a period of 12 months after the date of acceptance of the Construction Completion Certificate by the Village, the Professional Engineer representing the Owner shall provide the Village with a Final Acceptance Certificate on a standard form provided by the Village of Montrose.

2.14 Acceptance of Final Acceptance Certificate by Village

Upon receipt from the Owner's engineer of the Final Acceptance Certificate, the Superintendent of Works shall inspect the works and services and upon determining that all deficiencies have been rectified to conform to the plans and specifications set out in the approved engineering drawings, shall accept the Final Acceptance Certificate as provided for on the standard certificate form.

SECTION 3.0 - "AS-BUILT" DRAWINGS AND SERVICE REPORTS

Upon completion of the works, original as-built drawings shall be submitted to the Village. The drawings shall conform to Village standards and shall include all required inverts, locations, offsets and material classes comprising the works. In addition, the drawings shall include:

- .1 All service connections shall be accurately shown on the "as-built" drawings indicating horizontal distance from service location to property corner and an invert elevation at property line for sanitary sewer services. All revisions made during construction shall be included on the "as-built" drawings.
- .2 "As-Built" or "As-Constructed" must be clearly marked on the full sized transparency drawings and the drawings shall be dated and sealed by a Professional Engineer.
- .3 Service reports for each serviced lot shall be submitted along with the "as-built drawings." The reports, to be completed on standard Village forms, shall include the following information:

Sewer:

- . invert of main at connection;
- . invert of service at connection;
- . invert of service at property line;
- . size and type of service pipe;
- . size and type of main;
- . location of service cap from lot corner;
- . location of service connection at main from manhole.

Water:

- . depth of cover at curb stop at property line;
- . size and type of service;
- . size and type of main;
- . location of curb stop from lot corner;
- . location of main from property line;
- . location of main stop from nearest mainline valve.

SCHEDULE D - SERVICING REQUIREMENTS FOR DEVELOPMENT
WITH NO SUBDIVISION

This is Schedule D as referred to in Section 9 of the Village of
Montrose Subdivision and Development Servicing Bylaw No. 441, 1992

Gerald A Henke
CLERK

Jean Lakes
MAYOR

The Village of Montrose Subdivision and Development
Servicing Bylaw No. 441, 1992

Schedule D - Servicing Requirements For
Development With No Subdivision

1. Where, pursuant to Section 989 (5) of the Municipal Act, Council requires as a condition of the issuance of a building permit that the owner of the land provide works and services on the site being developed, then the standards set out in Section 1 (1) and (2) below shall apply in addition to any standards set out in the remainder of Bylaw No. 441.

Access Roads

- (1) For developments where an access road is required, each access road shall be provided in accordance with the following standards:
- (a) The intersection of the access road with a public roadway shall be defined through the use of curbing or landscaping.
 - (b) The intersection of the access road with a public roadway shall be located a minimum of 60 m from an intersection of two public roadways. If the lot frontage does not allow a 60 m distance between the access road and the intersection, then the intersection of the access road with a public roadway shall be located a minimum of 40 m from an intersection of two public roadways.
 - (c) The access road shall be a minimum of 6 m wide.
 - (d) The access road shall be hard surfaced with asphaltic concrete, concrete or concrete paving stones.
 - (e) The access road shall not exceed a grade of 2% for a distance of 10 metres from the public road curb line or shoulder line. The remainder of the access road shall not exceed a maximum grade of 10%.
 - (f) Access roads shall not intersect with public roads where the grade of the public road exceeds 6%.
 - (g) The access road intersection with the public roadway shall be located to provide drivers leaving the site with a minimum sight distance of 160 metres to oncoming vehicles.

Drainage

- (2) The development shall be provided with drainage works and services in accordance with the following standards:
- (a) The site shall be graded to ensure positive drainage to the point of discharge of water not absorbed by the ground.
 - (b) The recommended minimum and maximum gradients to ensure positive drainage are set out in Table 1.

TABLE 1

GRADIENTS

Driveways	Maximum Gradient	1: 10	10	%
	Minimum Gradient	1:100	1	%
Parking	Maximum Gradient	1: 17	6	%
	Minimum Gradient	1: 66	1.5	%
Walkways	Maximum Gradient	1: 10	10	%
	Minimum Gradient	1: 50	2	%
Paved Utility Area	Maximum Gradient	1: 17	6	%
	Minimum Gradient	1: 50	2	%
Grass Areas	Maximum Gradient	1: 30	33	%
	Minimum Gradient	1:100	1	%

- (c) The site shall be graded and planted in a manner that will prevent erosion of the ground.
- (d) Site runoff shall not flow onto adjacent properties.
- (e) Disposal of drainage water shall be achieved by one of the following methods:
 - i) connection to the municipal storm sewer system where the system exists in a roadway adjacent to the parcel, or where the municipality requires the storm sewer system to be extended to the parcel;
 - ii) discharge to a surface drainage course (ditches) where a storm sewer system is not available and a surface drainage course runs adjacent to the site;

- iii) discharge to a dry well where a storm sewer system or ditching is not available and soil conditions and water table level facilitate effective operation of a dry well;
- iv) discharge to a natural drainage course, or Beaver Creek where they run adjacent to or through a site and other disposal methods are not available.

[For the reader's information, meeting the standards set out in this bylaw does not preclude the necessity to apply for permits from other agencies. For example, any discharge to natural drainage courses, or Beaver Creek will require permits from the Ministry of Environment.]

[For the reader's information, owners may apply to vary the provisions of this bylaw through a development variance permit under Section 974 of the Municipal Act.]

SCHEDULE E - PERFORMANCE AGREEMENT

This is Schedule E as referred to in Section 9 of the Village of Montrose Subdivision and Development Servicing Bylaw No. 441, 1992.

Gerald A. Henke *Acting* Joan Lakes
CLERK MAYOR

The Village of Montrose Subdivision and Development
Servicing Bylaw No. 441, 1992

Schedule E - Performance Agreement

Schedule "E" consists of a form for an agreement between the Village of Montrose and the owner of the land. The agreement is to be used where the owner has requested approval of the development before complete construction and installation of the works required in the Subdivision and Development Servicing Bylaw and is agreeable to entering into a bonding agreement pursuant to Section 991 of the Municipal Act.

Under Section 3 of the Performance Agreement, the security to be provided to the Village by the owner shall be in the amount of 120% of the total construction value of works required under this Bylaw as determined by the Professional Engineer representing the owner and approved by the Approving Officer. The construction cost estimate shall be submitted to the Approving Officer prior to final subdivision approval being granted by the Village.

The Performance Agreement will also include as attachments the following:

- .1 Attachment 1 - Plan of Subdivision and Development prepared by the owner and approved by the Approving Officer.
- .2 Attachment 2 - Letter of Credit.

Performance Agreement For The Subdivision and Development
of Land In The Village of Montrose

THIS AGREEMENT made this _____ day of _____, 19__.

BETWEEN:

THE VILLAGE OF MONTROSE, a Municipality duly incorporated under the laws of the Province of British Columbia, of 565 - 11th Ave., in the Village of Montrose, in the Province of British Columbia

(hereinafter called the "Village")

OF THE FIRST PART

AND:

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner desires to subdivide certain land within the Village and, more particularly known and described as:

(hereinafter called "the Lands")

AND WHEREAS the Owner is required to construct certain highways and other works and services within the Lands and to subdivide the Lands according to a plan of subdivision (hereinafter called the "Development"), a copy of which is hereunto annexed as Attachment 1 of this Agreement;

AND WHEREAS the Owner has requested approval of the Development prior to the construction and installation of the required works and services and is agreeable to entering into this bonding agreement pursuant to Section 991 of the Municipal Act and to deposit the Bond herein specified;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the Agreement by the Village to permit the Development, and in consideration of the approval of the development prior to completion of the construction of the works, the Village and the Owner herein covenant and agree as follows:

1. In this agreement unless the context otherwise requires:

"Complete or Completion" or any variation of these words when used with respect to the Development shall mean completion to the satisfaction of the Approving Officer when so certified by him in writing.

"Contract" means this Agreement.

"Development" means the work and services to be performed and constructed by the Owner as required by the Subdivision and Development Servicing Bylaw of the Village.

2. The Owner shall complete the Development herein specified to the satisfaction of the Approving Officer by the _____ day of _____, 19__.

3. As security for the due and proper performance of all of the covenants and agreements in this Contract contained and the Development contemplated, the Owner has deposited with the Village:

a) Cash or a certified cheque in the amount of \$_____ as a Bond within the meaning of Section 991, subsection (a) of the Municipal Act (hereinafter called the "Bond"), OR

b) An irrevocable Letter of Credit in the form attached as Attachment 2 in this Agreement in an amount of _____ bearing even date herewith, a copy of which is attached hereto, (hereinafter called the "Bond") to be valid for a period of twelve (12) months from the date hereof, PROVIDED HOWEVER, that the Village shall be at liberty to make demand on the said Letter of Credit at any time after the date hereof with the Owner being entitled to renew this Agreement as hereinafter provided if such Letter of Credit shall not have been demanded upon in the manner hereinafter provided and provided also that the amount of such Bond may be reduced at any time with approval of the Village in writing over the hand of the Approving Officer of the Village.

NOTE: Clause (a) or (b) should be deleted if not applicable.

4. The Owner agrees that if the Development is not completed pursuant to Paragraph 2 hereof, the Village may complete it, in which event the Owner shall forfeit the amount secured by the Bond to cover the cost of such completion, and the Village shall return to the Owner such balance of the Bond as shall not be required for completion, less any administration fees or costs required. If there is insufficient money on deposit with the Village by reason of the Bond, then the Owner will pay such deficiency to the Village immediately upon receipt of the Village's account for completion. It is understood that the Village may do such work either by itself or by contractors employed by the Village. If the Development is completed as herein provided, then the Bond shall be returned to the Owner.

5. It is understood and agreed that the intent of this Agreement is that the Owner shall complete the development, and grant all necessary easements as shown in the plans and specifications attached and as approved by the Approving Officer on the _____ day of _____, 19____. Construction procedures, including ensuring that all works and services are fully operative and conform to Village standards, as well as certification of construction completion, shall be in accordance with the provisions of The Village of Montrose Subdivision and Development Servicing Bylaw No. 441, Schedules "B" and "C", and amendments thereto.

6. The Owner covenants and agrees to comply with the provisions of all Municipal Bylaws throughout the construction of the Development. In the event that any material or debris should be left upon any road after the construction of the Development, the Owner covenants and agrees that the Village may forthwith remove such material or debris at the expense of the Owner, the cost of such removal to be determined by the Approving Officer. In the event that any invoice of the Village, for the removal of such material or debris, shall remain unpaid after thirty (30) days of receipt of the same by the Owner, the Village is authorized to deduct the amount of such invoice from the Bond referred to in paragraph 3 hereof.

7. The Owner shall, at all times in connection with the Development, keep and employ a competent general superintendent with the authority to act on behalf of the Owner and capable of speaking, reading and writing the English language and any explanations, orders, instructions, directions and requests given by the Village to such superintendent shall be held to have been given to the Owner.

8. The Owner covenants and agrees to provide a Maintenance Bond to the Village as required in The Village of Montrose Subdivision and Development Servicing Bylaw No. 441, Section 7 and amendments thereto.
9. The Owner shall submit to the Village final as-built drawings as required in The Village of Montrose Subdivision and Development Servicing Bylaw No. 441, Schedules "B" and "C", and amendments thereto.
10. With respect to property taxes on the property herein described:
 - a) The Owner agrees to pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plans.
 - b) The Owner further undertakes to pay all current taxes levied or to be levied on the Lands on the basis and in accordance with the assessment and collector's roll entries.
11. The Owner covenants to save harmless and effectually indemnify the Village against:
 - a) All actions and proceedings costs, damages, expenses, claims and demands whatsoever and by whomever brought by reason of the Development.
 - b) All expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in whole or in part by the Village or which the Village, by duty or custom, is obliged directly or indirectly, in any way or to any degree, to construct, repair or maintain.
 - c) All expenses and costs which may be incurred by reason of liens or non-payment of labour or materials, Workers' Compensation assessment, unemployment insurance, Federal or Provincial Tax or check off.
12. The Village hereby covenants and agrees with the Owner to permit the Owner to perform all the said works herein upon the terms and conditions herein contained.
13. The Village covenants and agrees that upon satisfactory completion by the Owner of all the covenants and conditions of this Agreement, to provide the Owner with a Final Acceptance Certificate.

14. It is understood and agreed that the Village has made no representations, covenants, warranties, guarantees, promises or agreements with the Owner other than those in this Agreement.
15. The works required to be constructed shall, upon acceptance by the Village of the Final Acceptance Certificate, become the property of the Village free and clear of any claim by the Owner or any person claiming through the Owner, and the Owner shall save harmless the Village from any such claims and agrees that such claims may at the option of the Village be paid by and from the Bond.
16. Wherever the singular or the masculine are used in this Indenture, the same shall be construed as meaning the plural of the feminine or body corporate or politic where the context or the parties hereto so require.
17. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
18. It is understood and agreed that before any bond or security required under this Agreement is reduced or released, the Owner shall provide the Village with a statutory declaration certifying that all labour, material, Workers' Compensation, and other taxes and costs have been paid.

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

THE CORPORATE SEAL OF THE)
VILLAGE OF MONTROSE was)
hereunto affixed in the)
presence of:)
_____)
_____)
_____)
Approving Officer)

The amount and form of this Bond and Agreement is approved by the Approving Officer, for The Village of Montrose this ____ day of _____, 19__.

THE CORPORATE SEAL OF THE)
OWNER was hereunto affixed)
in the presence of:)
_____)
_____)
_____)

Renewal

The Village and the Owner hereby agree that this Agreement and the Bonding herein is hereby renewed for a further period of twelve (12) months in form identical to this Agreement which renewal is approved by the Approving Officer.

THE CORPORATE SEAL OF THE)
VILLAGE OF MONTROSE was)
hereunto affixed in)
presence of:)
_____)
_____)
_____)
Approving Officer)

THE CORPORATE SEAL OF THE)
OWNER was hereunto affixed)
in the presence of:)
_____)
_____)

DATED in Montrose this ____ day of _____, 19 __.

The Village of Montrose
Performance Agreement For The Subdivision
and Development of Land
Attachment 1 - Plan of Subdivision

The attached Plan of Subdivision for the Lands meets the requirements of Subdivision and Development Servicing Bylaw No. 441, 1992 and has been approved by the Approving Officer.

The Village of Montrose
Performance Agreement For The Subdivision
and Development of Land
Attachment 2 - Letter of Credit

Date: _____
Bank of: _____

Dear Sirs:

At the request of _____
(Owner)

we hereby establish in your favour our irrevocable credit for a sum not exceeding _____ Dollars (\$_____). This credit shall be available to you by sight drafts drawn on the Bank of _____, B.C.

(Address)

when supported by your written demand for payment made upon use. This Letter of Credit is required in connection with an undertaking by the Developer to perform certain works and services required by you. We specifically undertake not to recognize any notice of dishonour of any sight draft that you shall present to us for payment under this Letter of Credit. You may make partial drawings or full drawings at any time. We shall honour your demand without enquiring whether you have a right as between yourself and our Customer.

If you have not demanded on this Letter of Credit in full by _____
(Expiry Date)

it will be considered cancelled unless other arrangements or a renewal has been made with the Bank prior to the aforementioned date.

Our reference for this Letter of Credit is the Bank of _____
_____, B.C., Letter of Credit No. _____.

(Address)

BANK OF _____

The Owner hereby specifically agrees that it shall not take any action to dispute the validity of this Letter of Credit unless it shall have expired prior to demand. We hereby agree to indemnify the Bank of _____ against any costs of actions relative to the above. We also authorize the Bank of _____ to make such payment as may be necessary and debit our account.

OWNER