

APPENDIX "C"

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ADMINISTRATIVE PROVISIONS

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## APPENDIX "C"

### ADMINISTRATIVE PROVISIONS

#### 1. DEFINITIONS

In this Appendix unless the context otherwise requires:

"Engineer" means a professional engineer licensed to practice in the Province of British Columbia.

"Engineering Drawings, Standards and Requirements" means drawings and specifications prepared and given under the hand and seal of a professional engineer.

#### 2. CONSTRUCTION OF HIGHWAYS

The Village shall permit the Developer to layout, construct and erect works and co-ordinate the installation of the private utility works in the highways to be dedicated by the subdivision plan, subject to the terms and conditions hereinafter provided in General Provisions and subject to the By-Laws of the Village governing the use of highways and subject to all Provincial and Federal statutes and regulations governing construction and the use of highways.

#### 3. SUBDIVISION PLAN

The Developer shall be solely responsible for the preparation of subdivision plans and for the registration of the approved subdivision plans in the Land Title Office at Prince Rupert. In no case shall a single phase of development be approved unless the tentative subdivision plan for the entire development has been submitted to and approved by the Approving Officer.

The Developer shall forward to the Village a copy of the approved and registered subdivision plan once it has been registered at the Land Title Office in Prince Rupert.

The Developer shall forward to the Village a copy of the approved prospectus once it has been registered with the Superintendent of Brokers, Insurance and Real Estate.

#### **4. ENGINEERING DRAWINGS**

Prior to commencing any works the Developer shall produce engineering drawings satisfactory to the Approving Officer for the installation of the underground, surface and overhead works connected with the servicing of the subdivision including the works to be supplied and installed by the private utility companies. The Village may require the Developer to engage the services of a qualified consulting engineering firm or qualified engineer acceptable to the Village to prepare the engineering information which may be required by the Village relevant to the development of the subdivision. Engineering drawings prepared and signed by private utility companies in support of their works will be acceptable.

The engineering drawings shall be submitted to and shall receive the approval of the Approving Officer prior to commencement of construction. Such approval shall be construed only to mean that the drawings meet the general intent of the Bylaw and the Schedules attached hereto and shall not derogate from the right of the Approving Officer to require such changes, the necessity for which becomes apparent from time to time, in order that the requirements of the Bylaw shall be met.

The Developer shall submit to the Village the two paper prints suitable for submission to the Provincial Ministry of Environment for a Health Certificate for waterworks. The Developer shall obtain all other necessary Provincial Agency approvals prior to commencement of construction of any works. A copy of these Provincial Agency permits and a print of each approved drawing shall be filed with the Approving Officer.

Following approval of the detailed engineering drawings, these prints of the approved drawings and contract documents shall be deposited with the Village. Any additions or revisions shall receive the Approving Officer's approval prior to construction of the subject matter of the addition or revision.

#### **5. SCHEDULE**

If applicable, following the submission and approval of the subdivision plan, the Developer shall submit in writing a tentative time schedule for the development of the complete subdivision showing the approximate commencement of each phase of the subdivision. Prior to commencing any work on a phase of subdivision development, the Developer shall submit a more detailed time schedule of the works to be constructed from land clearing to completion of street surface improvements.

#### **6. INSPECTION**

The Developer's consulting engineer, at the Developer's expense, shall provide full layout and inspection services for all works installed by the Developer or his contractors and shall ensure that all works are constructed and installed in accordance with the standards and

specifications contained in this Bylaw. The consulting engineer shall file all his inspection reports with the Approving Officer, who may refuse to accept such report if there is reason to doubt the adequacy of such inspection. Should such report in the opinion of the Approving Officer be unsatisfactory, the Village may carry out the inspections at the cost of the Developer.

The Developer shall have the right to appoint its own inspectors to inspect the Developer's works from time to time and this inspection shall be at the Village's cost. Any inspection carried out by the Village shall, in no way, relieve the Developer of any obligations or responsibility whatsoever in connection with the installation of the works of the subdivision. If the Village discovers any defect or requires any correction, the matter shall be reported to the Developer's inspector for appropriate action. The Village shall not issue any direct order to the Developer's contractor except in the case of emergency. Requests from the Village to the Developer's inspector shall be acted on immediately.

## 7. MATERIALS

The Developer shall submit to the Approving Officer prior to commencing construction on any phase of the subdivision, a complete list of the type of materials to be incorporated in the subdivision works along with the time schedule of construction. The materials list shall set out the type of materials to be incorporated in the works, the name of the manufacturer, a description of the material, its composition, the class or grade, the ASTM or AWWA specification number and trade name of the materials. All materials used in the works must conform to the Village's standards as set out in this Bylaw. Any materials not meeting the Village's standards or the approval of the Approving Officer shall not be incorporated in the works.

## 8. CERTIFICATE OF ACCEPTANCE

- (a) Upon completion of any phase of subdivision, the Developer shall supply to the Village a notification of completion of the works under the hand and seal of the consulting engineering of the Developer as well as "as-constructed" drawings of the works and completed Municipal Service Record Cards as shown on Standard Drawing No. B-100. If the work is acceptable to the Approving Officer, a Certificate of Completion shall be issued. Such Certificate may be issued separately for the portion of works being the water distribution system, sanitary sewer, collection system and appurtenant structures, service connections, storm drains, street lights and controls and all private utility facilities necessary to service a phase of the subdivision for use. Subject to the guarantee, as hereinafter provided, the Village shall, on issuance of the certificate of Acceptance, be responsible for the maintenance and operation of the works covered thereby.
- (b) A second Certificate of Completion may be issued for any phase of subdivision at the completion of the surface works including the installation of street paving, final boulevard grading and cleanup.

- (c) On receipt of the Developer's notification of completion, the "as-constructed" drawings and the Municipal Service Record Cards, the Approving Officer shall inspect the works and upon being satisfied that the works are completed according to the approved plans and specifications he may issue his Certificate of Acceptance to the developer. This Certificate may be in two parts for any phase of subdivision as described above. No phase of subdivision works shall be accepted until they are ready to operate and this shall include connection to Village services or appropriate outfalls or other services provided by the Approving Officer.
- (d) If, upon application for Certificate of Acceptance, the Approving Officer refuses to accept the works the Developer shall repair the works installed and correct deficiencies in the works not resulting from normal wear and tear and acts of God and not resulting from the action of the Village.

**9. FINAL INSPECTION**

Within 12 months of the issuance of the Certificate of Acceptance, the Approving Officer will reinspect the works accepted and shall give notice to the Developer of any deficiencies and damage, not resulting from normal wear and tear of operation and acts of God and not resulting from the actions of a third party and the Developer shall forthwith correct the deficiencies and repair the damage. If the damage or deficiencies are not repaired or corrected forthwith upon written notice of the same, then the necessary repair and corrections may be done by the Village at the expense of the Developer.

**10. ONE YEAR GUARANTEE**

As provided above, the Developer shall repair the works installed and correct deficiencies in the works not resulting from normal wear and tear and act of God and not resulting from the action of a third party for a period of one year from the date of the Certificate of Acceptance. The Approving Officer may, at his option, carry out the repair and correct deficiencies without notice to the Developer if, in the opinion of the Approving Officer, the work must be done immediately because of a hazard of any kind to the public or to ensure the proper operation of the works considered defective or damaged. The Village shall bill the Developer for such emergency works undertaken and the Developer shall pay the cost thereof to the Village.

**11. CONVEYANCE OF RIGHTS-OF-WAY AND EASEMENTS**

- (a) Upon acceptance of the work by the Approving Officer, the developer shall execute such documents as shall be produced by the Village conveying to the Village all right, title and interest of the Developer in the works.

- (b) The Developer shall grant to the Village all rights-of-way as shall be required by the Village for the purpose of servicing the works installed where the works are installed on property other than highways. The Developer shall execute such right-of-way agreements as the Village may produce to the Developer for this purpose prior to the Certificate of Acceptance being issued by the Approving Officer.

**12. LEGAL SURVEYS**

The Developer shall be responsible for all the legal surveys in connection with the subdivision and shall prepare all the documents necessary for registration of the subdivision. The Developer shall, at his sole expense, maintain sufficient legal survey control to the satisfaction of the Approving Officer throughout the construction program and shall, upon completion of the construction of highways and boulevard, cause each legal lot corner to be posed by a qualified land surveyor at the Developer's sole cost.

**13. BARRICADES AND DETOURS**

- (a) The Developer shall provide all such barricades, lighting and signs as shall be required to protect the public while the works are being installed. In order to maintain traffic movement with the least possible inconvenience, the Developer shall construct, where necessary in the opinion of the Approving Officer, such detours, temporary bridges and barriers as may be required to allow the public to drive safely around the works being installed.
- (b) Prior to commencing excavation on or in the vicinity of highways, the Developer shall contact the owners of all the utilities that may be affected by this work and request from them instructions for the emergency action to be taken in the event of damage to a utility or service connection.

**14. WAIVER**

Where, because of the size, location or service requirements of any subdivision, the services of a professional engineer is not required, in the opinion of the Approving Officer, the provision set out above dealing with the engineering drawings, construction and inspection of works not applicable may be waived by the Approving Officer.

**15. INDEMNITY AND INSURANCE**

The Developer shall save harmless and effectually indemnify the Village against:

- (a) All actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and whomsoever brought by reason of the execution of the said works and all such claims recoverable from the Village or the property of the village, or any

property which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if paid by the Village shall, together with any costs and expense incurred in connection therewith, be charged to the developer.

- (b) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Village for which the Village by custom or duty is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if paid by the Village shall, together with any costs and expense incurred in connection therewith, be charged to the developer.
- (c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers' Compensation assessments, unemployment insurance, federal or provincial tax, check-off and for encroachments owing to mistakes in survey, and all such claims recoverable from the Village or the property of the Village, or any property which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, shall be paid by the Developer, and if recovered from the Village shall, together with any costs and expenses incurred in connection therewith, be charged to the Developer. Provided this paragraph shall not be construed as to extinguish any rights which the Village would have were it not for the inclusion of this paragraph.
- (d) The Developer shall, at his sole expense throughout the currency of the work, carry comprehensive liability insurance in the amount of at least One Million Five Hundred Thousand (\$1,500,000) Dollars with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under Clauses 15(a), 15(b), and 15(c) of this Section and in every such policy of insurance the Village shall be named as an additional insured with proceeds payable as the interest of the Village and Developer may appear. The Developer shall forthwith, and prior to commencement of the work, furnish the Village with a certified copy of every policy of insurance herein required.

#### 16. FAULTY MATERIAL OR WORKMANSHIP GUARANTEE

The Developer shall indemnify and save harmless the Village against all expenses and costs which may be incurred by the Village as a result of faulty workmanship and defective material in any of the works installed by the Developer, provided that such fault or defect is called to the attention of the Developer in writing prior to one year from the date of the Approving Officer's Certificate of Acceptance.

As provided in Clause 7, "Materials", the Approving Officer shall approve all materials going into the works prior to their installation but such approval shall, in no way, relieve the Developer of liability for replacing or repairing the material if it proves to be defective or is damaged in installation.

**17. REBATE OF FEDERAL SALES TAX**

The Village will co-operate with the Developer by signing and certifying such correct documents as presented to it to assist the Developer in obtaining the rebate of Federal Sales Tax on all materials used in the installation of water distribution, sewerage or drainage systems. The Developer shall be responsible for determining from the Federal Tax and how the rebate is to be claimed. No claim for payment by the Village may be made by the Developer for loss resulting from failure on the part of the Developer to obtain a tax rebate on materials.

**18. OVERSIZE WORKS**

It is recognized that large diameter trunk service mains may be required to pass through a subdivision in order to service properties beyond the subdivision boundaries. In addition, extra street widths may be required to accommodate future anticipated traffic flow thorough the subdivision or around the perimeter roads. The following are therefore set as standard sizes and depths for service mains and road widths, the cost of which are to be the responsibility of the Developer and the difference in cost between actual sizes, depths or widths required may be paid by the Village in compliance with the Municipal Act to the Developer or by the Developer to the Village depending upon the installing agency at the current rates determined on the basis of such costs to the Village in the year of installation.

**(a) Sanitary Sewer**

The standard size shall be up to and including 250 mm diameter. Standard depth shall be up to and including 4.5 metres from centreline of the finished road surface. No compensation shall be paid to the Developer if the depth of a sanitary sewer required to service his own subdivision exceeds 4.5 metres or exceeds 250 mm diameter.

**(b) Water Mains**

The standard size shall be up to and including 250 mm diameter, standard depth shall be up to 2.5 metres of cover. Waterworks fittings and valves shall be standard up to and including 250 mm diameter. All fire hydrants, valves and leads are to be supplied at the sole cost of the Developer. No compensation shall be paid to the Developer if the size of the water main required to service his own subdivision exceeds 250 mm diameter or the depth of cover exceeds 2.5 metres.

**(c) Storm Sewers**

The standard main size shall be up to and including 600 mm diameter. Standard depth shall be up to and including 4.5 metres from centreline of the finished road to pipe invert. No compensation shall be paid to the Developer if the storm sewer depth exceeds 4.5 metres or 600 mm in diameter in order to service his own subdivision.

**(d) Road Allowance**

The standard width shall be 20 metres. Additional right-of-way required over and above the 20 metre width to accommodate the collector streets within the subdivision shall be paid by the Village at the unit price per hectare as agreed upon or upon failure to agree as set by arbitration pursuant to the Arbitration Act.

**(e) Street Width**

The standard width from curb face to curb face shall be up to and including 13 metres. Additional road widths required by the Village for additional traffic lanes shall be paid by the Village at the unit prices paid by the Village for such work in that construction season.

**(f) Special Structures**

Special structures or works such as pumping station or outfalls may be submitted for consideration for cost sharing if the said structures or works are to be used to service lands outside the subdivision. The cost sharing formulae shall be negotiated and agreed between the Developer and the Village prior to any works in the subdivision being commenced.