



The Village of
PORT CLEMENTS
“Gateway to the Wilderness”

36 Cedar Avenue West
PO Box 198
Port Clements, BC
V0T1R0
OFFICE: 250-557-4295
Public Works: 250-557-4295
FAX: 250-557-4568
Email: office@portclements.ca
Web: www.portclements.ca

6:00 PM Regular Meeting of Council, Tuesday, February 17, 2026

AGENDA

This meeting of the Council of the Village of Port Clements being held on the traditional territory of the Haida People.

1. ADOPT AGENDA

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

D-1— Sgt. LANCE - Masset RCMP

MINUTES

M-1— January 26, 2026, Regular Council Meeting Minutes

M-2— February 11, 2026, Special Council Meeting Minutes

3. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

4. ORIGINAL CORRESPONDENCE

C-1—INFORMATION—Cypress Land Services – Information Package -Rogers Telecommunication Tower proposal

C-2—INFORMATION—Chevron Canada -113 Bayview Drive – Environmental Assessment

C-3—INFORMATION—Office of the Fire Commission- Fire Safety Act Administrative Penalty Process

C-4—INFORMATION—Athlii Gwaii Legacy

C-5—INFORMATION—Heritage BC

5. FINANCE

6. GOVERNMENT

G-1— Zoning Bylaw No. 444, 2024 of the Village of Port Clements

Recommended motion: THAT Council does 3rd reading, reconsideration and adoption of “Zoning Bylaw No. 444, 2026.

G-2— Subdivision Bylaw No. 487, 2024 of the Village of Port Clements

Recommended motion: THAT Council does 2nd reading of “Subdivision Bylaw No. 487, 2024

7. NEW BUSINESS

8. REPORTS & DISCUSSIONS

R-1—INFO—Regular Report on Current Operations- CAO Dobson

9. ACTION ITEMS

10. QUESTIONS FROM THE PUBLIC & PRESS

11. IN-CAMERA

February 17, 2026, Regular Council Meeting Agenda

90(1) a part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act

12. RISE AND REPORT

13. ADJOURNMENT



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For more information please contact by:
Phone: 250-557-4295
FAX: 250-557-4568
Email: cao@portclements.ca

Delegation to Council Application Form

Applicant Group/Individual Name: Sgt. LANCE Masset RCMP

Mailing Address: PO Box39 Masset
BC

Telephone: 250-626-3991 **Email:**
jeffrey.lance@rcmp-grc.gc.ca

Subject of Delegation: Annual Review, Question from Mayor and Council for me.

Purpose of Delegation:

Please note that delegations regarding any aspect of an Official Community Plan or a zoning application are prohibited between the conclusion of a Public Hearing and the adoption of a Bylaw and may not come before Council at that time.

- Question for council
- Requesting information
- Requesting a letter of support
- Requesting funding
- Other (provide details): _____

Contact Person (if different from above): _____
Telephone number: _____ **Email:** _____

It is recommended that if an applicant has a deadline or specific time constraint then the applicant should make their delegation application to a Council Meeting that has at least one other Council Meeting occurring before this deadline.

Please note that your delegation may not be on the date requested due to prior commitments, staff resources or at the Chief Administrative Officers' discretion due to

D-1

subject matter. Your delegation is not confirmed until it is approved by the CAO and you have been contacted by Village staff.

Council Meeting date requested: 26-02-17

Attending delegate (if different from above): _____

Delegation Requirements:

If approved the name of the delegation and its subject will be published in the Council Meeting Agenda, which is made available to the public and on our website. This is not optional and cannot be withdrawn from the public record.

If you wish to provide supporting documentation to be published in the Agenda, it must be provided to our office no later than **1:00 PM on the Wednesday prior to the Council Meeting**. After the Agenda's deadline the delegation must bring its supporting document to the Council Meeting for distribution. It is mandatory to bring 7 copies for Council and Staff

Delegation Rules at Council Meetings:

1. **The delegation has a 10 minute time limit for speaking to Council.** This limit is regardless of how many speakers the delegation presents as part of their delegation. This limit also includes time for any questions.
2. The presentation must be directed at Council in a respectful and collaborative manner. The meeting Chairperson will indicate who has the turn to speak and in what order: interrupting and talking over someone when they are speaking is strongly discouraged. Disrespectful and abusive language will not be tolerated.
3. **Do not expect an immediate answer or response to your delegation:** Council may refer to staff for more information or postpone it to another meeting for further consideration. Council reserves the right to make its decision in its own time and will not be pressed to a decision due to a delegate's deadline.

I understand and agree that I have been advised on the rules and requirements of a delegation to Council and I agree to these terms.

Name: Jeff LANCE

Date: 26-02-12

Signature: Jeff LANCE

=====

For Office Use Only:

Date Application Received: _____ Documents Submitted with Application: _____

Application Received by: _____ Signature: _____

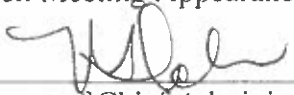
Approved

Declined

Other (please specify): _____

D-1

Council Meeting Appearance date of Delegation: February 17, 2026


Signature of Chief Administrative Officer

Feb 11, 2026
Signature Date



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Minutes of the Regular Meeting of Council, Monday, January 26, 2026

Present:

Mayor Scott Cabianca
Councillor Brigid Cumming via conferencing
Councillor Dennis Reindl
Councillor Kazamir Falconbridge

Not Present:

Councillor Wayne Nicol

CAO Marjorie Dobson
Public Works Working Foreman, Christopher Doyle

Meeting Called to order at 6:01 PM

Mayor Cabianca: I call to order this Regular Council Meeting of the Council of the Village of Port Clements being held on the traditional territory of the Haida People.

1. ADOPT AGENDA

2026-01-001—Moved by Councillor Falconbridge, seconded by Councillor Reindl
THAT Council adopts January 26th, 2026, Regular Council Meeting Agenda,
CARRIED

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

D-1 – PCVFD fire chief, Mike Vanherd:

- (a) New Pumper Truck – Fire Department will get quotes from manufacturers, for further discussions with Council
- (b) Designating Fire Inspectors and Fire Investigators – moved to in-camera meeting

D-2—Leidys Barrios Barona – Port Clements Elementary School Parents Advisory Council-
Update - Port Clements Elementary Configuration Review- Two options presented

- (a) Reconfigure Enrollment Options at Port Clements Elementary (PCE)
- (b) Extend Opportunity for the District to Partner with Port Clements Elementary Parent Advisory Council (PCE PAC)

Delegate will supply copy of review document to be circulated to individual councillors
Special meeting to discuss the matter

Members of the public: Wayne Hann

MINUTES

M-1—December 22, 2025, Special Council Meeting Minutes

2026-01-002—Moved by Councillor Kazamir seconded by Councillor Cumming
THAT Council adopts December 22, 2025, Special Council Meeting Minutes with the typo corrected
CARRIED

3. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

M-1

4. ORIGINAL CORRESPONDENCE

- C-1—INFORMATION—Opposition to Bulk Crude Oil Carriers on BC North Coast - Daajing Giids
- C-2—INFORMATION—Invitation: Virtual Town Hall on Forestry Supports - Intergovernmental Relations Secretariat (IGRS)
- C-3—INFORMATION—Human Rights Commissioner’s inquiry into police use of media exclusion zones- recommendations and request for response
- C-4—INFORMATION—Fire Inspector and Fire Investigator Training

2026-01-003—Moved by Councillor Cumming, seconded by Mayor Cabianca Councillor THAT Council receives items C-1, C-2, C-3, C-4.

CARRIED

5. FINANCE

- F-1—4th Quarter Financial Report
- 2026-01-004—Moved by Councillor Falconbridge, seconded by Mayor Cabianca THAT Council receives the 4th Quarter Financial Report from Senior Finance Manager Bell.

CARRIED

6. GOVERNMENT

- G-1—Grant Administration Fee
- 2026-01-005—Moved by Councillor Falconbridge, seconded by Councillor Reindl THAT Council receives the verbal report from CAO on the Grant for Elders Social Event, and the administrative fee charged be returned to the Seniors Group

CARRIED

7. NEW BUSINESS

8. REPORTS & DISCUSSIONS

- R-1—INFO—Regular Report on Current Operations – CAO Dobson

Councillor Falconbridge: Attended protocol meeting, initiated emergency meeting to address issues relating to part of Highway 16 being ‘washed out’, and will be submitting a proposal to the Council of Haida Nation (CHN) regarding a dashboard for each emergency centre to facilitate information sharing during emergencies

Councillor Cumming: We had a Community Futures in-person business meeting and Christmas Meeting. We approved a couple of business loan applications, and had a review of annual operations for the year
Attended a couple of Village Special meetings
Was not keen on declaring a State of Emergency

Councillor Reindl: Attended session to welcome Public Works Working Foreman Christopher Doyle
Made arrangement for someone to do snow ploughing

2026-01-006—Moved by Councillor Falconbridge, seconded by Councillor Reindl THAT Council receives the written and verbal reports from Council and Staff

CARRIED

M-1

9. ACTION ITEMS

10. QUESTIONS FROM THE PUBLIC & PRESS

Councillors Falconbridge and Reindl left the meeting at 7:37 PM
Councillor Reindl returned to the meeting at 7:40 PM.
Councillor Falconbridge returned to the meeting at 7:42 PM.

11. IN-CAMERA

90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (a) Personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

2026 -01-007—Moved by Councillor Falconbridge, seconded by Councillor Reindl
THAT Council moves in-camera as per section 90(1)(a)(m) of the *Community Charter* at 7:42 PM
CARRIED

12. RISE AND REPORT

13. ADJOURNMENT

2026-01-008—Moved by Councillor Reindl
THAT Council adjourns this meeting at 9:00 PM.
CARRIED

Mayor Scott Cabianca

CAO Marjorie Dobson

M-1



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Minutes of the Special Meeting of Council, Wednesday, February 11th, 2026

Present:

Mayor Scott Cabianca
Councillor Brigid Cumming via conferencing
Councillor Kazamir Falconbridge via conferencing
Councillor Wayne Nicol via conferencing
Councillor Dennis Reindl

CAO Marjorie Dobson

Members of the public: Kathy Janzen, Wayne Hann

Meeting Called to order at 3:01 PM

Mayor Cabianca: I call to order this Special Council Meeting of the Council of the Village of Port Clements being held on the traditional territory of the Haida People.

1. Adopt the Agenda

2026-02-009—Moved by Councilor Reindl, seconded by Councillor Cumming
THAT Council adopts February 11, 2026, Special Council Meeting Agenda with the adjusted recommendation in G-1 report
CARRIED

2. Government

G-1—Fire Safety Act- Fire Inspectors and Fire Investigators

At 1:13 PM we started to experience technical difficulties with our conferencing system which interrupted effective communications. The issue was eventually resolved and the meeting resumed at 1:32 PM

2026-02-010—Moved by Councillor Reindl, seconded by Councillor Nicol

THAT the Village registers both individuals recommended by the VOPC Fire Chief for the online training course to ensure that both candidates meet the required training standards.

CARRIED

G-2 Honouring Marilyn Bliss

Condolences expressed by Council

Recommendations by Council: Dedicated bench, name Community Park Playground in her honour, Public posting, Staff to consider more options for further discussions.

IN-CAMERA

90(1) a part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality

(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act.

M-2

2026-02-011—Moved by Councillor Cumming, seconded by Councillor Falconbridge
THAT Council moves in-camera as per section 90(1)(e) and (j) of the *Community Charter* at 1:46 PM.
CARRIED

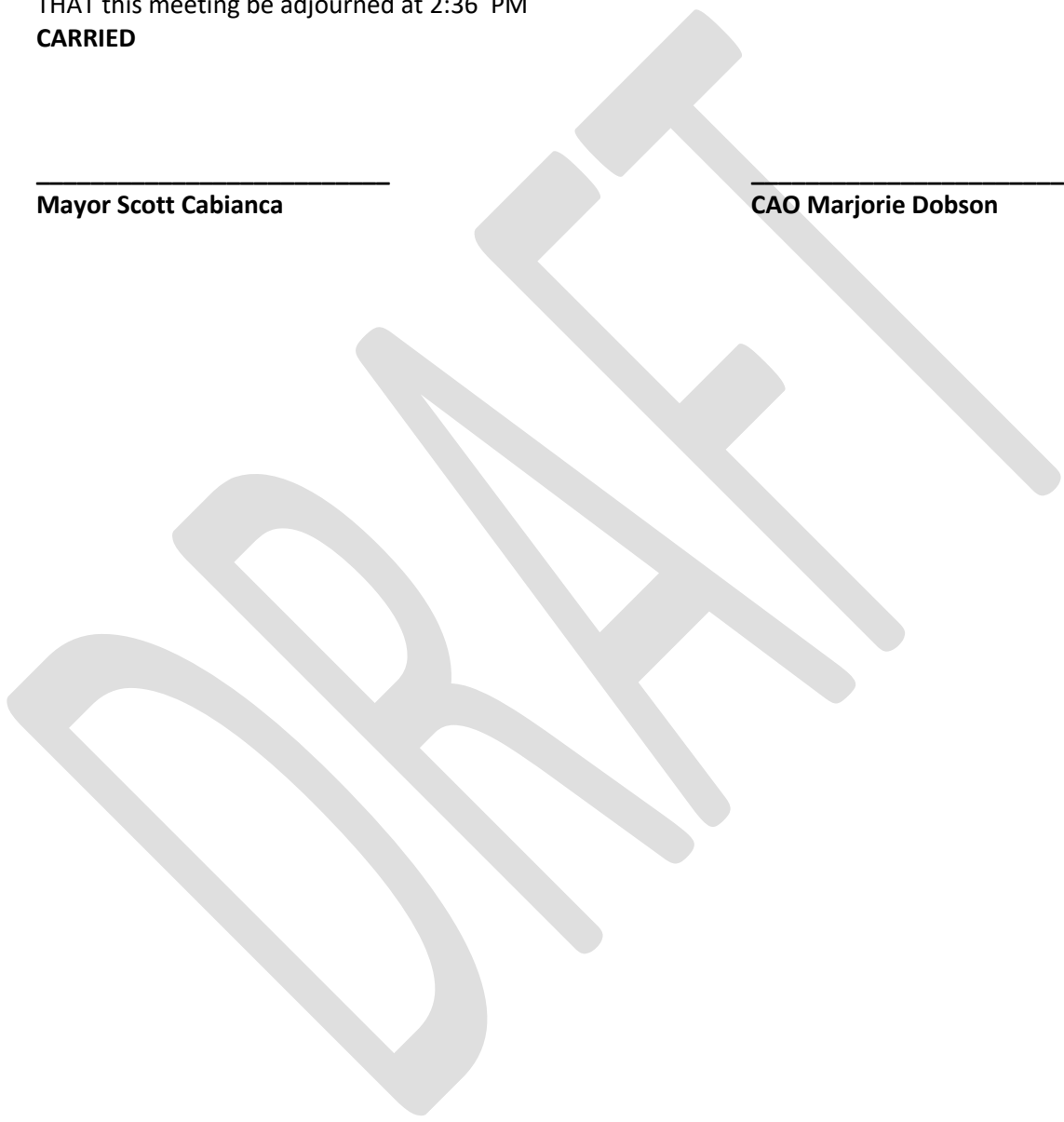
3. RISE AND REPORT

4. Adjournment

2026-02-012—Moved by Councillor Reindl
THAT this meeting be adjourned at 2:36 PM
CARRIED

Mayor Scott Cabianca

CAO Marjorie Dobson



Marjorie Dobson

From: Chelsea St. John <chelsea@cypresslandservices.com>
Sent: February 5, 2026 10:35 AM
To: Elizabeth Cumming
Cc: Chad Marlatt
Subject: RE: Rogers Proposed Tower Project (W6250)
Attachments: W6250 - IP.pdf

Good morning Elizabeth,

I hope your week is going well! Further to our previous correspondence, Cypress Land Services Inc., on behalf of Rogers Communications Inc., we are submitting the attached Information Package to the Village of Port Clements regarding the proposed telecommunications tower project (Rogers Site W6250).

We also wanted to advise that we anticipate emailing the public notification package to the Village later this week, and we will be hosting a community open house in Port Clements as part of the consultation program:

Port Clements and Area Open House

Location: Port Clements Hall, 120 Bayview Drive, Port Clements, BC

Date: Wednesday, February 25

Time: Drop-in between 5:00 pm and 8:00 pm

In addition, we plan to include Village of Port Clements contact information within the public notification letter so community members may submit comments directly to the Village, if they wish. At this time, we were proposing to list deputy@portclements.ca. Please let us know if you have a preference for an alternative email address or contact.

If you have any questions or would like to discuss further, please don't hesitate to reach out.

Thank you!

Chelsea



Chelsea St. John

Project Manager, Real Estate & Government Affairs

403.816.2307

chelsea@cypresslandservices.com

cypresslandservices.com

3909 University Ave NW, Calgary, AB T3B 6K3

From: Elizabeth Cumming <deputy@portclements.ca>
Sent: November 4, 2025 1:58 PM
To: Chelsea St. John <chelsea@cypresslandservices.com>
Subject: RE: Rogers Proposed Tower Project (W6250)

You don't often get email from deputy@portclements.ca. [Learn why this is important](#)

Good Afternoon Chelsea,

We do not have a separate Telecommunication Consultation Policy.

C-1



Cypress Land Services Inc.
Suite 1055 – 409 Granville Street
Vancouver, BC V6C 1T2

Telephone: 604.620.0877
Facsimile: 604.620.0876
Website: www.cypresslandservices.com

January 30, 2026

Sent via Email: deputy@portclements.ca

The Village of Port Clements
Elizabeth Cumming
Deputy Chief Administrative Officer

Subject: Rogers Telecommunication Tower Proposal - Information Package
Location: District Lot 1828 Queen Charlotte District Except Plan 9967
PID: 008-396-736
Coordinates: 53.693304, -132.164583
Rogers Site: W6250 – Port Clements

Overview

Cypress Land Services Inc., in our capacity as agents for Rogers Communications Inc. (Rogers), is submitting this Information Package to initiate consultation related to a proposed telecommunications tower within the Village of Port Clements (the “Village”). The proposed facility is required to provide wireless voice and data coverage to the Village, Highway and surrounding areas.

This Information Package is intended to formally commence consultation with the Village and to provide an overview of the proposed installation for preliminary review and comment.

While this submission relates specifically to the proposed telecommunications facility within the Village of Port Clements, the project forms part of a broader network initiative that includes five new (5) additional proposed telecommunications tower sites between Massett and Sandspit, which are located within the jurisdiction of the North Coast Regional District (NCRD). Rogers will also be adding equipment to two other existing towers in the area. Collectively, these facilities are intended to provide Rogers wireless coverage along Highway 16 between Massett and Sandspit.

Proposed Site Details

Rogers is proposing to construct a 50 m guyed telecommunications tower with a 3 m lightning rod on privately owned land located at District Lot 1828, Queen Charlotte District, except Plan 9967. The subject property is located within the municipal boundary of the Village of Port Clements and is legally described as PID 008-396-736.

The proposed tower will be situated within an approximately 80 m x 80 m leased area. The development will include a 10 m x 7 m fenced compound and a 6.8 ft x 9.4 ft walk-in equipment shelter. Site access will utilize an existing access road, with approximately 190 m of existing road requiring upgrades to support construction and long-term access.

A Site Location Map, preliminary site plans, and photo simulations are included in the attached schedules for reference. Please see **Schedule C: Preliminary Plans** and a **Photo-simulation, Schedule D**.

Rationale for Site Selection

Rogers seeks to maintain and enhance a high-quality, dependable wireless network for residents, businesses, and visitors to the Village of Port Clements. Due to local terrain, existing infrastructure limitations, and current service demands, the proposed site has been identified as a suitable location to address coverage and capacity objectives in this area.

Existing structures, including towers and rooftops, are typically initially reviewed during the site selection process. In this instance, Rogers reviewed the area within 500m and has determined that there are no towers within 500m. Please see **Schedule B: Map of Existing Towers**.

Consultation Process

Innovation, Science and Economic Development Canada (ISED) requires proponents to consult with the applicable land use authority and the public for radiocommunication antenna systems, notwithstanding ISED's exclusive jurisdiction over the licensing of such facilities. The Village has not adopted a formal telecommunications policy; therefore, Rogers will follow ISED's Default Public Consultation Process (CPC-2-0-03), augmented by additional engagement measures developed in coordination with the Haida Nation.

Information on the "CPC" consultation process developed by ISED may be found online at:

[CPC-2-0-03 — Radiocommunication and Broadcasting Antenna Systems - Spectrum management and telecommunications](#)

An Information Package will be submitted to the Village to commence the consultation process, along with any applicable Wireless Communications application and fee. Notification packages will be mailed to property owners and occupants within a radius of three (3) times the height of the proposed tower, and notice will be provided to ISED, Village staff, and the Haida Nation. Online advertising and print notifications will also be completed where available.

As agreed with the Haida Nation, the consultation program will be augmented through the hosting of three (3) community open houses, to be held on the north end, central area, and south end of Haida Gwaii.

The public comment period will be a minimum of 30 days. Rogers will respond to inquiries in a timely manner in accordance with ISED requirements. At the conclusion of the consultation process, a summary of comments and responses will be provided, and a request for concurrence will be submitted to the Village.

Health and Safety

Health Canada's Safety Code 6 regulations are applicable to this, and all, telecommunications sites. Safety Code 6 seeks to limit the public's exposure to radiofrequency electromagnetic fields and ensures public safety. Additional information on health and safety may be found on-line at:

Health Canada:

http://www.hc-sc.gc.ca/ewh-semt/pubs/radiation/radio_guide-lignes_direct-eng.php

Conclusion

Please consider this Information Package as the formal commencement of consultation for the proposed telecommunications facility in the Village of Port Clements. Rogers is committed to working collaboratively with the Village, the Haida Nation, and the community throughout the consultation process.

We look forward to working together during this process. Please do not hesitate to contact us by phone at 250-460-2522 or by email chelsea@cypresslandservices.com.

Thank you in advance for your assistance and consideration.

Sincerely,

CYPRESS LAND SERVICES

Agents for Rogers Communications Inc.



Chelsea St. John

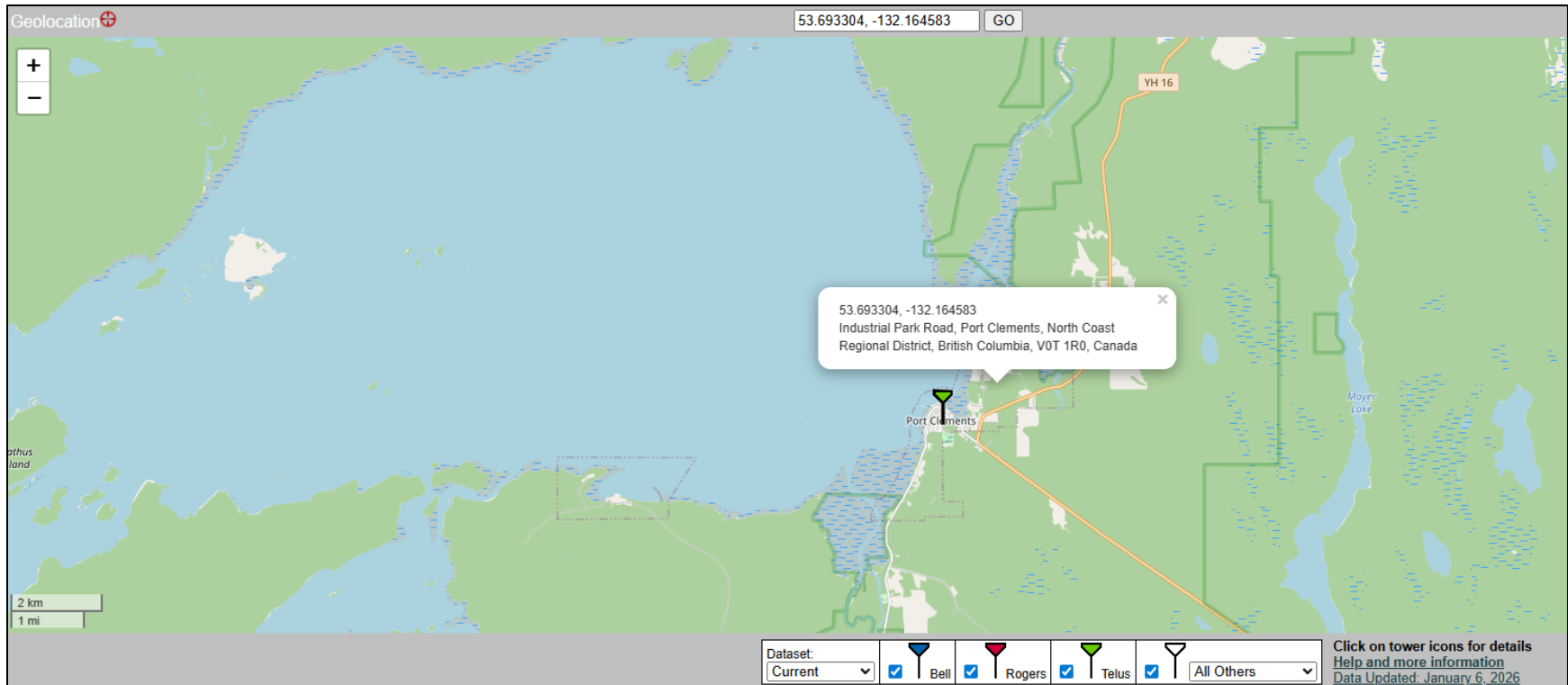
Project Manager, Real Estate & Government Affairs

SCHEDULE A – TOWER SITE LOCATION



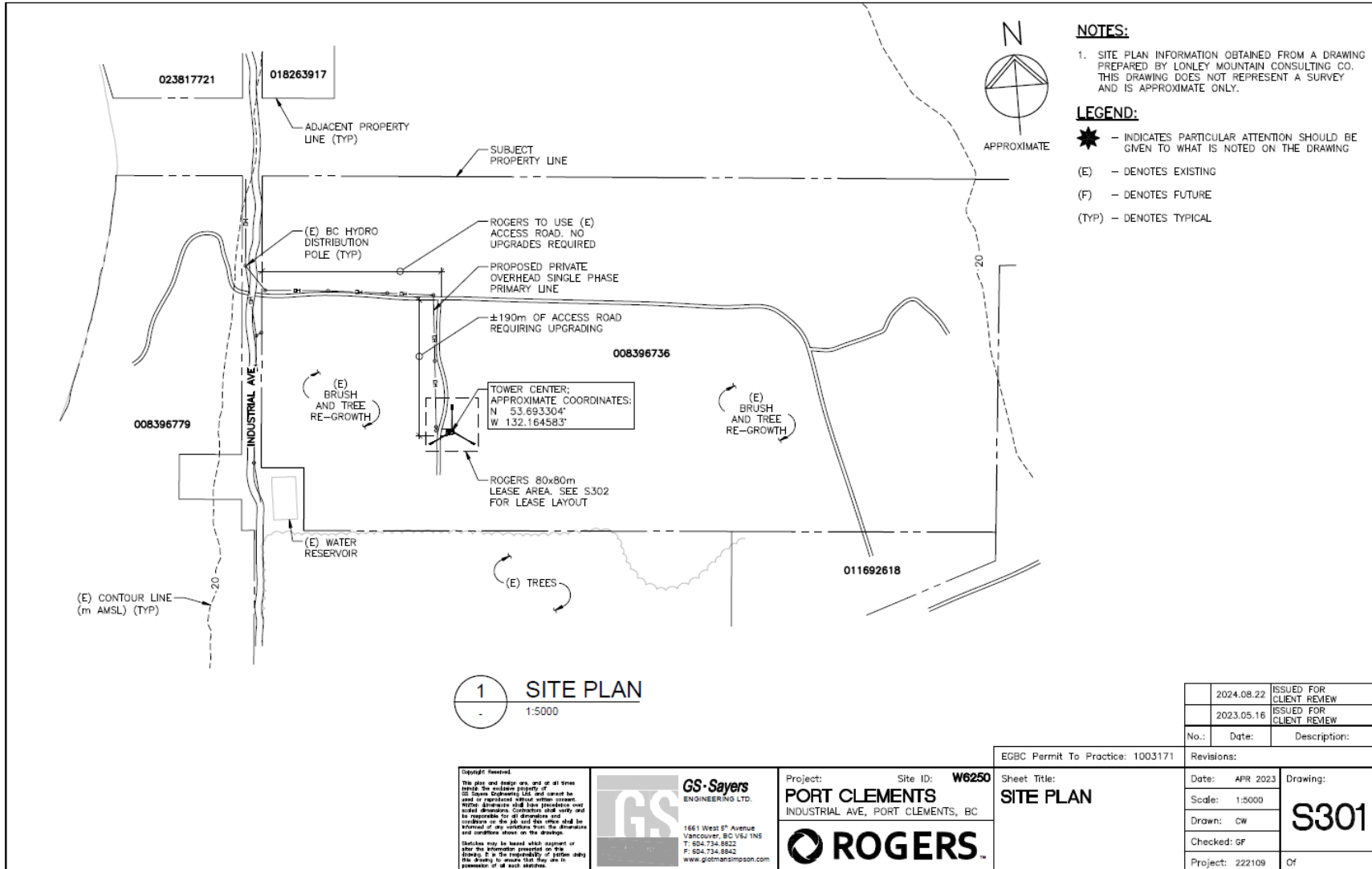
C-1

SCHEDULE B – Map of Existing Towers



C-1

SCHEDULE C – PRELIMINARY PLANS – SITE PLAN



	2024.08.22	ISSUED FOR CLIENT REVIEW
	2023.05.16	ISSUED FOR CLIENT REVIEW
No.:	Date:	Description:
Revisions:		
Date:	APR 2023	Drawing:
Scale:	1:5000	S301
Drawn:	CW	
Checked:	GF	
Project:	222109	Of

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1661 West 5th Avenue
Vancouver, BC V6J 1N5
T: 604.734.8832
F: 604.734.8842
www.gslonley.com

Project: **PORT CLEMENTS** Site ID: **W6250**

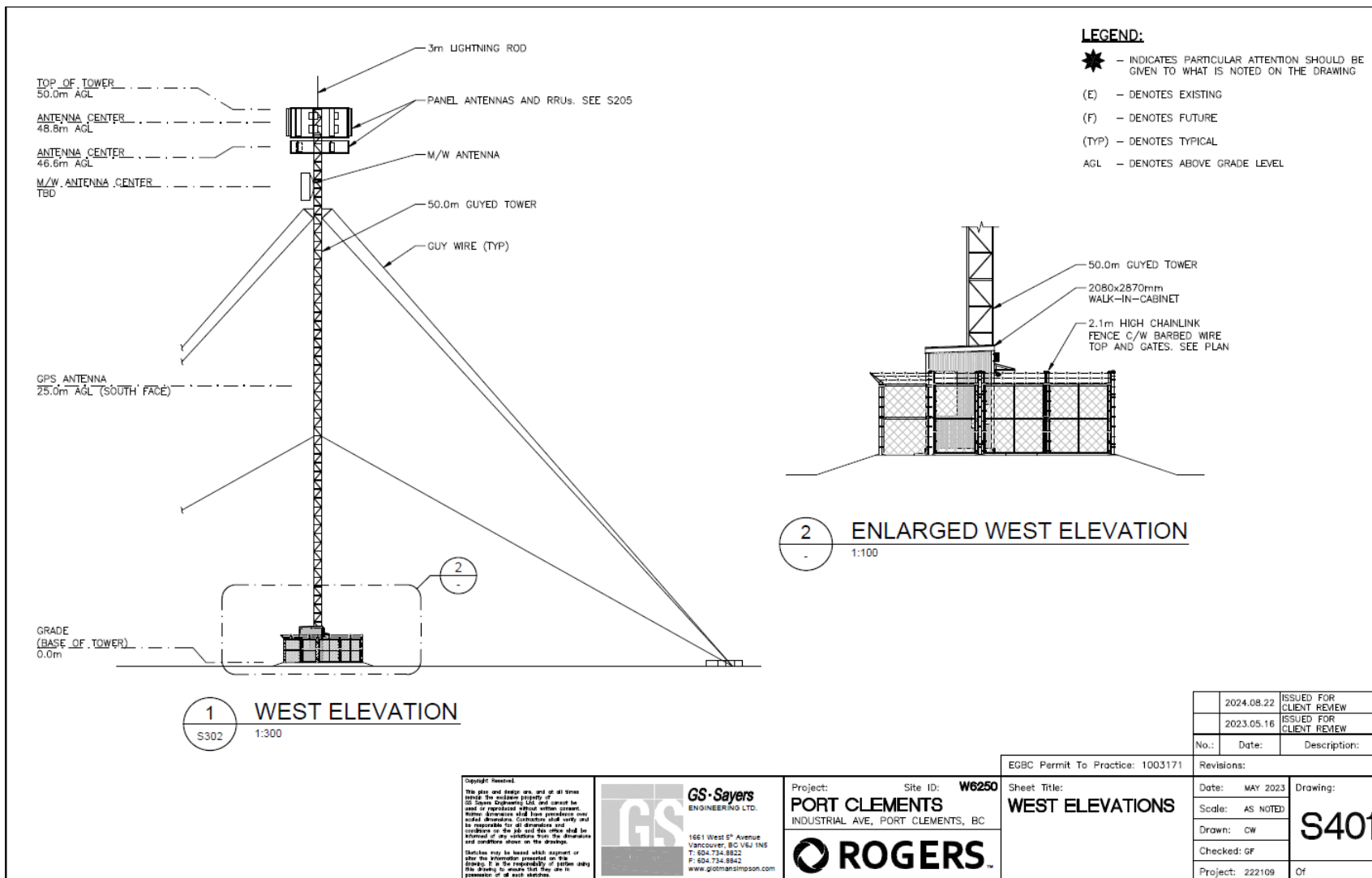
INDUSTRIAL AVE, PORT CLEMENTS, BC

ROGERS

EGBC Permit To Practice: 1003171

Sheet Title: **SITE PLAN**

SCHEDULE C – PRELIMINARY PLANS – TOWER PROFILE



No.:	Date:	Description:
	2024.08.22	ISSUED FOR CLIENT REVIEW
	2023.05.16	ISSUED FOR CLIENT REVIEW
Revisions:		
Date:	MAY 2023	Drawing:
Scale:	AS NOTED	S401
Drawn:	GW	
Checked:	GF	
Project:	222109	Of

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 (Articles may be based which payment of this fee is not intended to be a warranty of the drawings. It is the responsibility of the owner to verify the drawings, to make for the use in possession of all such matters.

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ENGINEERING LTD.

1661 West 5th Avenue
Vancouver, BC V6J 1N5
T: 604-724-8822
F: 604-734-8842
www.gssimpson.com

Project: **PORT CLEMENTS**
INDUSTRIAL AVE, PORT CLEMENTS, BC

Site ID: **W6250**

ROGERS

EBC Permit To Practice: 1003171

Sheet Title: **WEST ELEVATIONS**

**SCHEDULE D
PHOTO-SIMULATION**

BEFORE



AFTER



View: Looking Southeast at site

*Photo Simulation is a close representation and is for conceptual purposes only – not to scale.
Proposed design is subject to change based on final engineer plans*

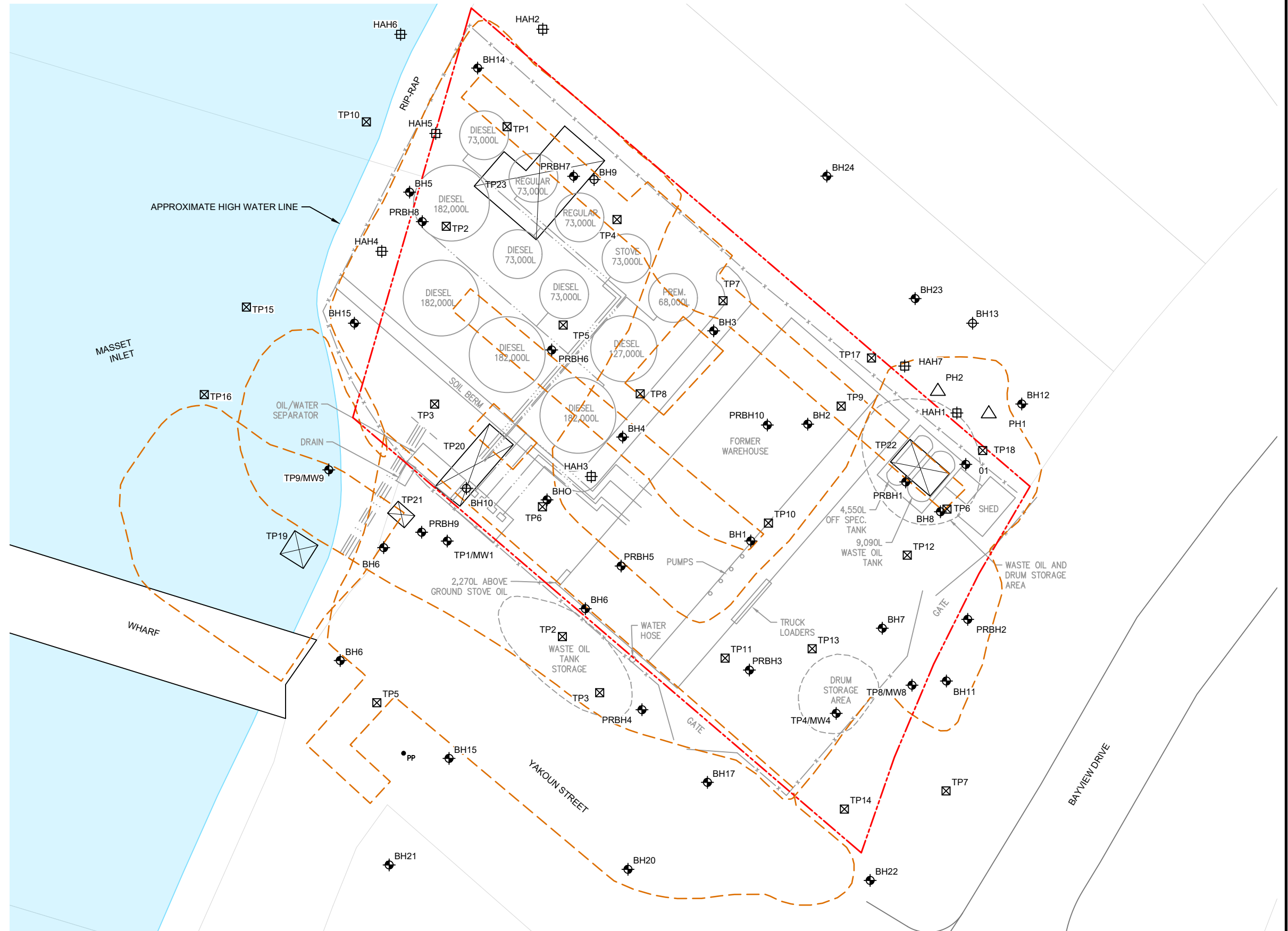


NOTES

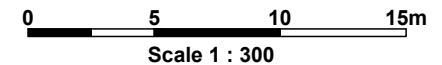
LOCATIONS ARE APPROXIMATE
 DATA DISPLAYED IN UTM NAD83, ZONE 8

LEGEND

- SITE BOUNDARY
- PARCELMAP BC
- PREVIOUS BOREHOLE LOCATION
- PREVIOUS MONITORING WELL LOCATION
- MONITORING WELL LOCATION (DESTROYED/DECOMMISSIONED)
- PREVIOUS SOIL VAPOUR PROBE LOCATION
- PREVIOUS HAND AUGER LOCATION
- PREVIOUS TEST PIT LOCATION
- POWER POLE
- x- FORMER FENCE
- FORMER FACILITY INFRASTRUCTURE
- FORMER EXCAVATION EXTENTS
- FORMER ABOVEGROUND PRODUCT LINE
- FORMER UNDERGROUND PRODUCT LINE



C-2



DRAWING SHOULD BE PRINTED ON 11x17 PAPER FOR ACCURATE SCALING.

DISCLAIMER:
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CLIENT NAME/SITE ID: CHEVRON CANADA LTD. PORT CLEMENTS 0554		DRAWING DATE: 01-APR-2024	DRAWN BY: DT	REVIEWED BY: AR
SITE ADDRESS: 97 BAYVIEW DRIVE, PORT CLEMENTS, BC		FIGURE TITLE: DRILLING LOCATIONS		
				FIGURE: 1

Marjorie Dobson

From: Cascaden, Lori R PSSG:EX <Lori.Cascaden@gov.bc.ca>
Sent: February 12, 2026 1:21 PM
To: Cascaden, Lori R PSSG:EX
Subject: REMINDER -- Join the OFC for Fire Safety Act & Administrative Penalty Process Virtual Sessions
Attachments: Feb. 24 - 6 p.m. - 730 p.m. - Fire Safety Act Administrative Penalties Info S.ics; Feb. 25 - 2 p.m. - 330 p.m. - Fire Safety Act Administrative Penalties Info S.ics; Feb. 24 - 10 a.m. - 1130 a.m. Fire Safety Act Administrative Penalties Info S.ics

Hello Fire Safety Partners,

This is a friendly reminder about the upcoming virtual information sessions on the Fire Safety Act and the administrative penalty process. These sessions will provide an overview of the Act, outline the administrative penalty process, and offer an opportunity to ask any questions you may have.

Each session covers the same content— please see the schedule below and join the session that works best for you. No registration is required. To add a session to your calendar, open the corresponding .ics file attached. You can also join via the Teams link or by phone using the numbers listed below.

Virtual Information Sessions Schedule:

	Date/Time	Teams Link
1	Tuesday, February 24, 2026, 10:00 a.m. to 11:30 a.m., PST	See: Feb. 24 – 10 a.m. to 11:30 a.m. attachment to add to your calendar. Note: Depending on your version of Outlook, the .ics file may not work. If it doesn't, please add the meeting to your calendar manually and copy/paste the link below. Teams link: Join the meeting now Dial in by phone +1 778-401-6289 Phone conference ID: 565 018 127#
2	Tuesday, February 24, 2026, 6:00 p.m. to 7:30 p.m., PST	See: Feb. 24 – 6 p.m. to 7:30 p.m. attachment to add to your calendar. Note: Depending on your version of Outlook, the .ics file may not work. If it doesn't, please add the meeting to your calendar manually and copy/paste the link below. Teams link: Join the meeting now Dial in by phone: 1 778-401-6289 Phone conference ID: 664 293 633#
3	Wednesday, February 25, 2026, 2:00 p.m. to 3:30 p.m.	See: Feb. 25 – 2 p.m. to 3:30 p.m. attachment to add to your calendar. Note: Depending on your version of Outlook, the .ics file may not work. If it doesn't, please

C-3

add the meeting to your calendar manually and copy/paste the link below.

Teams link: [Join the meeting now](#)

Dial in by phone:

+1 778-401-6289

Phone conference ID: 243 429 680#

We encourage you to review the [administrative penalty process documents](#) and prepare any questions in advance of the session.

Please note: These sessions won't be recorded, so we recommend joining live to learn about the Administrative Penalty process.

We look forward to seeing you at one of the sessions.

Thank you,

Lori

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Athlii Gwaii Legacy (AGL) - Revitalization: Funding Guide

Date Updated: January 12, 2026

Introduction

The purpose of this document is to provide guidelines for the Revitalization grant application on Haida Gwaii.

Program Overview

One of Athlii Gwaii Legacy's goals is to support the increase of economic diversification, resilience and self-sustainability of the communities and residents of Haida Gwaii.

Over-arching Goals for Sustainability, Security and Sovereignty

- Job creation.
- Local business opportunities.
- All-island benefits.
- Leverage external funding.
- Collaboration with other development groups to maximize funding.
- Community consultation.

Examples of projects for Revitalization Grant Program

- **Projects that support economic development on Haida Gwaii.**
- **Partner with colleges and institutes for local skills training needs.**
- **Food Security (food production, distribution, storage).**
- **Inter-island ferry / transportation.**
- **Boat building.**
- **Locally-processed forest products.**
- **Trails.**
- **Tourism.**
- **Barge / container loading facility.**
- **Recycling facility.**

e-4-a



Eligible Applicants

Funding is available for Haida Gwaii-based organizations that meet the Gwaii Trust Society residency requirement: operating within the community for at least five consecutive years.

- **Not-for-profits**
- **Local government**
- **Sole Proprietorships**
- **Incorporated companies**

The Gwaii Trust Society will not fund projects that relieve the provincial and/or federal government of its obligations.

Application Process

- Initial funding to be a callout for Request for Proposals.
- Applications must be for capital projects that generate jobs on island and increase economic diversification. Certain activities may not be eligible for funding. Appendix A provides a list of eligible project types and ineligible activities.
- Applications must include all feasibility studies (if applicable), design and implementation details and a business plan to demonstrate that the project is ready for tender. Projects must have received all or most permits or approvals if applicable.
- Applications must detail other capital funding contributions. Capital funding may include own-source revenue, in-kind contributions, debt financing, or grants and contributions from other agencies.

C-4-a



Key Criteria in Determining Funding Decisions

All applications to the Revitalization grant program will undergo a thorough review process, which could include a feasibility assessment, to ensure that the proposed projects are practical, sustainable, and deliver meaningful benefits to the people of Haida Gwaii. This review process helps us ensure that funding decisions are fair, accountable, and aligned with the long-term well-being of our communities.

APPLICATION REVIEW PROCESS	CRITERIA
ECONOMIC DIVERSIFICATION, SUSTAINABILITY a. Achievable projected outcomes b. Project Cost measured by Funding Request c. Mitigation of project risks identified d. Supported by expertise	What will the project achieve? What is the cost of the project? How robust and reasonable is the risk analysis?
ISLAND WELL-BEING e. Social Outcomes f. Economic Outcomes g. Job Creation	Will the project directly result in social and economic outcomes that strengthen island well-being?
TECHNICAL h. Technical feasibility i. Unintended risks analysis	How technically sound is the project as detailed in the implementation design? How well are unintended risks identified and mitigated (example heavy equipment)?
FINANCIAL j. Project Finance k. Project Viability	How strong is the capital planning? How viable is the project in the long-term? How many years will funding be required? Is there a contingency plan?
PROJECT MANAGEMENT l. Project Plan and Timetable m. Project Team n. Operations & Maintenance	How reasonable is the project plan and timetable? How strong is the project team, including community resources and consultants? How robust is the operations and maintenance plan?
COMMUNITY ENGAGEMENT o. Community Engagement p. Partnership Creation	How supportive is the community of the project? If applicable, how does this project integrate with other similar programs?

C-4



Developing Project Applications

The AGL Project Specialist will work closely with applicants during Part 1 of the application process. Staff will confirm that a project concept meets the eligibility criteria to proceed to a full application. **To determine a project's eligibility, applicants are encouraged to submit Part 1 of the Revitalization Grant Application form as early as possible.**

Project Application

All funding applications must include:

Part 1

1. Name of eligible Applicant (not-for-profit, business, local government).
2. Funding amount requested.
3. A brief description of the nature of the revitalization project, and an explanation of how it aligns with the Fund Goals.
4. Explanation of the scope of work of the project, activities to be funded, along with specific deliverables of the work for which funding is being requested, and the project time-period with start and end dates.

Part 2 - to be done after AGL Project Specialist has reviewed Part 1

5. A detailed capital expenditure budget for the project investment, including valid quotations for materials and construction.
6. A project plan and schedule that details the project activities and deliverables.
7. A business plan to demonstrate the economic viability of the project.
8. An operations and maintenance plan to demonstrate how the proposed project will run in the future, if applicable.
9. Team biographies and/or resumes to demonstrate the management team's experience and qualifications in managing the proposed project.
10. Completed studies to demonstrate the feasibility of the proposed project.
11. A council or board resolution supporting the proposed application and funding request.
12. Engineering design and implementation details to demonstrate that the project is ready for tender.
13. All permits and regulatory approvals have been secured for the project (if applicable).

C-4-a



Review and Approval

The AGL Project Specialist will collaborate with every applicant throughout the review and approval process and address any questions regarding project eligibility and viability with the applicant. As mentioned above, all eligible projects will be reviewed and ranked by the AGL Committee and those funding recommendations will be provided to the GTS Board of Directors for Approval. GTS can decline a funding application recommended by the committee and/or recommend the application be returned for review at a future program funding intake if funding remains.

In the event the value of the applications received and reviewed by the committee is more than the available funding, the committee may recommend lower-ranked projects or a combination of projects to maximize the investment based on the funding available.

The committee will recommend projects for approval based on the following considerations:

- Meets all minimum requirements, and
- The scores achieved in the application review process.

The committee will include:

- Key issues and considerations.
- Conditions and estimated time line for disbursement of funds; and
- Interim and final reporting requirements.

If an application is not approved, GTS Board of Directors and staff may make recommendations to support the re-submission of the application.

Monitoring, Reporting and Project Evaluation

A funding agreement must be signed by GTS and the applicant before disbursement of any funds. The funding agreement will address:

- Disbursement conditions
- Estimated time line and project milestones, and
- Reporting requirements.

As required by GTS up to 40% of the funding contribution may be disbursed once a funding agreement has been signed and all subsequent disbursements will be based on achieving project milestones as outlined in the signed funding agreement.

The applicant will be required to submit progress reports and a final report that demonstrates appropriate monitoring and evaluation. This includes the degree of success in achieving stated objectives as presented in the approved funding application.

GTS staff will be responsible for monitoring compliance with the terms of the funding agreement and evaluating the outcomes of all funded projects.

C-4-a



APPENDIX A

Definitions:

“Sustainable” means an activity that can be continued over many years, without any significant adverse impacts on the environment and without diminishing the ability of other people, other species or future generations to survive and prosper.

Examples of Eligible and Ineligible Project Types, Eligible and Ineligible Costs, and Activities not eligible for funding:

Project types which are eligible for funding:

- Projects that support economic development on Haida Gwaii.
- Partner with colleges and institutes for local skills training needs.
- Food Security (food production, distribution, storage).
- Inter-island ferry / transportation.
- Boat Building.
- Locally processed forest products.
- Trails.
- Tourism.
- Barge / container loading facility.
- Recycling Facility.

Project types which are ineligible for funding:

- Projects that have the potential to do harm.
- Technologies that are not proven.
- Current operation expenses.

C-4-a



Eligible Costs:

Eligible costs are all direct costs properly and reasonably incurred and paid specifically to the project. Eligible costs include:

- Professional and technical services (i.e. engineering).
- Contract labour and equipment for project construction, including site preparation.
- Training costs directly related to the construction and/or the operations and maintenance of the project.
- Overhead costs (i.e. administrative costs, consulting costs, office supplies, printing) **this cannot exceed 10% of the requested funding amount**
- The incremental costs of employees who are directly involved in the construction of the project.
- Travel (transportation, accommodation, meals and allowances) following CRA guidelines.
- Technology procurement; and
- Associated materials.

Ineligible Costs:

The following are deemed ineligible costs:

- Preliminary planning and design work.
- Costs related to developing a funding application and application-supporting documentation.
- Costs incurred for cancelled projects.
- Land acquisition.
- Real estate and other fees related to purchasing land and buildings.
- Financing charges, legal fees, and interest payments on loans, including those related to easements (i.e. associated surveys).
- Salaries and other employment benefits for costs associated with operating expenses and regularly scheduled maintenance work, and any costs related to the activities normally carried out by existing staff, except those indicated in Eligible Costs.
- Costs associated with operating expenses and regularly scheduled maintenance work.
- Leasing land, buildings and other facilities.
- Leasing of equipment other than equipment directly related to the construction of the project.
- Costs related to the furnishing and non-fixed assets which are not essential for the operation of the asset/project.
- Any goods and services costs which are received through donations or in-kind; and
- Taxes for which the ultimate recipient is eligible for a tax rebate and all other costs eligible for rebates.

C-4^c



Funding will not be approved for any of the following activities:

- Any activity inconsistent with any ecosystem-based management (EBM) land and resource management objectives;
- Costs associated with meeting statutory obligations of the Council of the Haida Nation, provincial or federal governments or other entities.
- Political activities as defined by the Income Tax Act; and
- Any activity or expenditure for initiatives not consistent with Haida laws, provincial laws, permits, regulations, established policies, orders, and/or approvals.
- Any activity inconsistent with Gwaii Trust Society bylaws, constitution and/or policies.
- Any activity that is not Sustainable, as defined herein and determined at the sole discretion of the Fund; and
- No funding will be provided for expenditures incurred before the date the funding agreement is signed.

0-4-20



Athlii Gwaii Legacy (AGL) - Renewables: Application Funding Guide

Date Updated: January 14, 2026

Introduction

The purpose of this document is to provide guidelines for the Renewables grant application on Haida Gwaii.

Program Overview

Athlii Gwaii Legacy supports Swilawiid's **"The People's Clean Energy Declaration for Haida Gwaii"** transformation of our Island's electrical systems to clean and renewable energy. We are partnering with Haida Gwaii Governments and Advisory Boards through a highly collaborative application process, reflecting the belief that sustainable change is achieved through partnership and empowerment, not prescriptive solutions.

Over-arching Goals for Sustainability, Security and Sovereignty

- Job creation.
- Local business opportunities.
- All-island benefits.
- Increase self-sufficiency of Haida Gwaii.
- Leverage external funding.
- Collaboration with other development groups to maximize funding.
- Community consultation.

Goals for Renewables Grant Program

- **Support the transitioning of Haida Gwaii's fossil fuel-dependent electrical grids to renewable energy sources.**
- **Support the productive and sustainable use of Haida Gwaii's natural resources (land, air and water) in perpetuity.**

C-4-b



Stream 1: Community Energy Planning (CEP)

ACTIVITIES	FUNDING CAP	% OF TOTAL PROJECT
<p>NEW CEP</p> <p>Activities relating to the creation of a new community energy document that includes community engagement</p>	\$75,000	Up to 100%
<p>UPDATE TO EXISTING CEP</p> <p>Activities relating to updating individual sections of an existing community energy plan that is older than five years, or adding additional sections</p>	\$40,000	Up to 100%

Stream 2: Small Projects

ACTIVITIES	FUNDING CAP	% OF TOTAL PROJECT
<p>CLEAN ENERGY (SELF-GENERATION)</p> <p>Installation of small-scale energy projects or small-scale community-owned energy generation to power to Haida Gwaii in whole or in part. These are non-utility scale projects that do not require an energy purchase agreement (EPA). This would include projects to provide power for residential or community buildings that are 100kW or less.</p>	\$300,000	Up to 100%
<p>DEMAND SIDE MANAGEMENT</p> <p>Conservation and efficiency activities designed to manage demand for energy. Examples of such activities include: energy performance modeling to establish a path for compliance with environmental building codes or standards, studies related to the design of energy efficient building systems or models, home and building assessments, etc.</p> <p>Energy efficiency activities including residential and community building retrofits, renovations, and implementation of other measures arising from assessments.</p> <p>Eligible activities include but are not limited to: envelope measures, heat pumps and retrofit enabling activities.</p>		

C-4-B



Stream 3: Major Projects

ACTIVITIES	FUNDING CAP	% OF TOTAL PROJECT
<p>MAJOR PROJECTS</p> <p>Projects that have an existing electricity purchase agreement (EPA), or impact benefit agreement (IBA), that are expected to generate significant revenue and jobs for Haida Gwaii. Both capital and non-capital costs that will assist the execution of the agreement are considered eligible.</p> <p>Eligible construction activities include final project engineering, contract labour, equipment for project construction, technology procurement, and associated materials.</p>	n/a	Up to 100%

Eligible Applicants

Funding is available for organizations based in Haida Gwaii that meet the Gwaii Trust Society residency requirement: operating in the community for at least five consecutive years.

- **Not-for-profits**
- **Local government**
- **Sole Proprietorships**
- **Incorporated companies**

The Gwaii Trust Society will not fund projects that relieve the provincial and/or federal government of its obligations.

Application Process

- Initial funding to be a callout for Request for Proposals.
- **Applications must be for capital projects that use proven commercialized technologies** to displace some or all of the diesel used by the islands to generate electricity via the North grid, South grid or off-grid. Certain activities may not be eligible for funding. Appendix A provides a list of eligible project types and ineligible activities.
- Completed applications must include all feasibility studies, design and implementation details and a business plan to demonstrate that the project is ready for tender. All required permits or approvals must be either in place or identified, including action plans to submit and receive approvals.
- Applications must detail other capital funding contributions. Capital funding may include own-source revenue, in-kind contributions, debt financing, or grants and contributions from other agencies.

C-4-b



Key Criteria in Determining Funding Decisions

All applications to the Renewables grant program will undergo a thorough review process, which could include a feasibility assessment, to ensure that the proposed projects are practical, sustainable, and deliver meaningful benefits to the people of Haida Gwaii. This review process helps us ensure that funding decisions are fair, accountable, and aligned with the long-term well-being of our communities.

APPLICATION REVIEW PROCESS	SCORE	CRITERIA
GREEN HOUSE GAS (GHG) REDUCTION a. Project GHG Displacement b. Project Cost measured by Funding Request c. Aggregate estimates Robustness Factor (RF; 1, 0.75, 0.5) d. Funding request per Tonne	/30	What CO ₂ reductions will the project achieve? What is the cost of the project? How strong is the GHG estimate?
ISLAND WELL-BEING e. Economic Outcomes f. Environmental Outcomes g. Merit & Need	/20	Will the project directly result in social, economic and environmental outcomes that strengthen island well-being?
TECHNICAL h. Technical feasibility i. Risk Mitigation	/15	How technically sound is the project as detailed in the implementation design? How well are technical risks identified and mitigated?
FINANCIAL j. Project Finance k. Project Viability	/15	How strong is the capital planning? How viable is the project in the long-term? How many years will funding be required? Is there a contingency plan?
PROJECT MANAGEMENT l. Project Plan and Timetable m. Project Team n. Operations & Maintenance	/10	How reasonable is the project plan and timetable? How strong is the project team, including community resources and consultants? How robust is the operations and maintenance plan?
COMMUNITY ENGAGEMENT o. Community Engagement p. Partnership Creation q. Social Outcomes	/10	How supportive is the community of the project? Include all letters of community support. If applicable, how supportive are other communities on the same grid (North or South or both)?
Total:	/100	

C-4-b



Developing Project Applications

The AGL Project Specialist will work closely with applicants during Part 1 of the application process. Staff will confirm that a project concept meets the eligibility criteria to proceed to a full application. **To determine a project's eligibility, applicants are encouraged to submit Part 1 of the Renewables Grant Application form as early as possible.**

Project Application

All funding applications must include:

Part 1

1. Name of Applicant and organization type: Not-for-profit, for profit (sole proprietor, incorporated company, etc), or local government).
2. Funding amount requested.
3. A brief description of the nature of the project, and an explanation of how it aligns with the goals of Athlii Gwaii Legacy.
4. Brief explanation of the scope of work and activities to be funded, along with specific deliverables for which funding is being requested, and the project time-period with start and end dates. Please include any Haida Gwaii Government and/or Advisory board letters of support.

Part 2 - to be done after AGL Project Specialist has reviewed Part 1

5. A detailed capital expenditure budget for the project investment, including valid quotations for materials and construction.
6. A project plan and schedule that details the project activities and deliverables.
7. A business plan to demonstrate the economic viability of the project.
8. An operations and maintenance plan to demonstrate how the proposed project will run in the future.
9. Team biographies and/or resumes to demonstrate the management team's experience and qualifications in managing the proposed project.
10. Completed studies to demonstrate the feasibility of the proposed project.
11. It cannot be overstated that you must have a council or board resolution supporting the proposed application and funding request.
12. Engineering design and implementation details to demonstrate that the project is ready for tender (if applicable).
13. All required permits or approvals must be either in place or identified, including action plans to submit and receive approvals.

C-X-A



Review and Approval

The AGL Project Specialist will collaborate with every applicant throughout the review and approval process to address any questions regarding project eligibility and viability. Once the due diligence with our collaborative partners has been completed, all eligible projects will be sent to the Athlii Gwaii Legacy Committee for discussion. The AGL Committee will send select applications to the Gwaii Trust Society Board of Directors for final approval. GTS can decline a funding application recommended by the joint committees, and/or recommend the application be returned for review at a future date.

In the event the value of the applications received by the AGL committee is more than the available funding, the AGL committee may recommend lower-ranked projects, or a combination of projects, to maximize the investment based on the funding available.

The AGL committee will recommend projects for approval based on the following considerations:

- **Preference will be given to projects that plan to leverage other capital funding contributions.**
- **Meets all minimum requirements, and**
- **The scores achieved in the application review process.**

The AGL committee will discuss:

- Key issues and considerations.
- Conditions and estimated time line for disbursement of funds; and
- Interim and final reporting requirements.

Monitoring, Reporting and Project Evaluation

A funding agreement must be signed by Gwaii Trust Society and the applicant before disbursement of any funds. The funding agreement will address:

- Disbursement conditions.
- Estimated time line and project milestones, and
- Reporting requirements.

As required by Gwaii Trust Society, up to 40% of the funding contribution may be disbursed once a funding agreement has been signed and all subsequent disbursements will be based on achieving project milestones as outlined in the signed funding agreement.

The applicant will be required to submit periodic progress reports, followed by a final report. Progress reports should demonstrate effective monitoring and evaluation of the project. The final report must detail the extent to which the stated objectives, as outlined in the approved funding application, have been achieved.

Gwaii Trust Society staff will be responsible for monitoring compliance with the terms of the funding agreement and evaluating the outcomes of all funded projects.

C-4-b



APPENDIX A

Definitions:

“Sustainable” means an activity that can be continued over many years, without any significant adverse impacts on the environment, and without diminishing the ability of other people, other species or future generations to survive and prosper.

Examples of Eligible and Ineligible Project Types, Eligible and Ineligible Costs, and Activities not eligible for funding:

Project types which are eligible for funding:

- Micro-hydro.
- Wind.
- Tidal.
- Solar photo-voltaic (not solar thermal).
- Co-generation biomass projects, i.e. combined heat and power.
- Subsystems (batteries, inverters, and micro-grid controls) that enable GHG emissions reductions through a renewable electricity generation project.
- Transmission systems that enable GHG emissions reductions through a renewable electricity generation project; or
- Some combination of the above, provided the combination of technologies has been proved elsewhere.

Project types which are ineligible for funding:

- Heating systems other than co-generation.
- Geothermal (while this is a proven technology, it is not one we are focusing on).
- Non-commercial technologies.

C-4-b



Eligible Costs:

Eligible costs are all direct costs properly and reasonably incurred and paid specifically to the project. Eligible costs include:

- Professional and technical services (i.e. engineering).
- Contract labour and equipment for project construction, including site preparation.
- Training costs directly related to the construction and/or the operations and maintenance of the project.
- Overhead costs (i.e. administrative costs, consulting costs, office supplies, printing) **this cannot exceed 10% of the requested funding amount.**
- The incremental costs of employees who are directly involved in the construction of the project.
- Travel (transportation, accommodation, meals and allowances) following CRA guidelines.
- Technology procurement; and
- Associated materials.

Ineligible Costs:

The following are deemed ineligible costs:

- Preliminary planning and design work.
- Costs related to developing a funding application and application-supporting documentation.
- Costs incurred for cancelled projects.
- Land acquisition.
- Real estate and other fees related to purchasing land and buildings.
- Financing charges, legal fees, and interest payments on loans, including those related to easements (i.e. associated surveys).
- Salaries and other employment benefits for costs associated with operating expenses and regularly scheduled maintenance work, and any costs related to the activities normally carried out by existing staff, except those indicated in Eligible Costs.
- Costs associated with operating expenses and regularly scheduled maintenance work.
- Leasing land, buildings and other facilities.
- Leasing of equipment other than equipment directly related to the construction of the project.
- Costs related to the furnishing and non-fixed assets which are not essential for the operation of the asset/project.
- Any goods and services costs which are received through donations or in-kind; and
- Taxes for which the ultimate recipient is eligible for a tax rebate and all other costs eligible for rebates.

c-4-b



Funding will not be approved for any of the following activities:

- Any activity inconsistent with any ecosystem-based management (EBM) land and resource management objectives;
- Costs associated with meeting statutory obligations of the Council of the Haida Nation, provincial or federal governments or other regulatory bodies.
- Political activities as defined by the Income Tax Act; and
- Any activity or expenditure for initiatives not consistent with Haida laws, federal or provincial laws, permits or authorization conditions, regulations, established policies, orders, and/or approvals.
- Any activity inconsistent with Gwaii Trust Society bylaws, constitution and/or policies.
- Any activity that is not Sustainable, as defined herein and determined at the sole discretion of the Fund; and
- No funding will be provided for expenditures incurred before the date the funding agreement is signed.

C-4-b



Athlii Gwaii Legacy (AGL) - Restoration: Funding Guide

Date Updated: January 14, 2026

Introduction

The purpose of this document is to provide guidelines for Restoration grant applications on Haida Gwaii.

Program Overview

Athlii Gwaii Legacy aims to protect and restore the natural environment and ecological integrity of Haida Gwaii's land, air and waters. We are partnering with Haida Gwaii Governments and Advisory Boards through a highly collaborative application process, reflecting the belief that sustainable change is achieved through partnership and empowerment, not prescriptive solutions.

Over-arching Goals for Sustainability, Security and Sovereignty

- Job creation.
- Local business opportunities.
- All-island benefits.
- Restoration and protection of Haida Gwaii land, air and waters.
- Leverage external funding.
- Collaboration with other development groups to maximize funding.
- Community consultation.

Goals for Restoration Grant Program

- **Support the restoration of stream, riparian, forest, forest habitat, and marine shore on Haida Gwaii.**
- **Support the future protection of Haida Gwaii through research, local tree nurseries, local fish hatcheries, tree planting and spacing.**

C-4-C



Eligible Applicants

Funding is available for Haida Gwaii-based organizations that meet the Gwaii Trust Society residency requirement: operating within the community for at least five consecutive years.

- **Not-for-profits**
- **Local government**
- **Sole Proprietorships**
- **Incorporated companies**

The Gwaii Trust Society will not fund projects that relieve the provincial and/or federal government of its obligations.

Application Process

- Initial funding to be a callout for Request for Proposals.
- Applications must be for capital projects that use proven practices and do not cause unintended consequences (for example introducing invasive species). Certain activities may not be eligible for funding. Appendix A provides a list of eligible project types and ineligible activities.
- Applications must include all feasibility studies, design and implementation details and a business plan to demonstrate that the project is ready for tender. All required permits or approvals must be either in place or identified, including action plans to submit and receive approvals.
- Applications must detail other capital funding contributions. Capital funding may include own-source revenue, in-kind contributions, debt financing, or grants and contributions from other agencies.

C-4-C



Key Criteria in Determining Funding Decisions

All applications to the Restoration grant program will undergo a thorough review process, which could include a feasibility assessment, to ensure that the proposed projects are practical, sustainable, and deliver meaningful benefits to the people of Haida Gwaii. This review process helps us ensure that funding decisions are fair, accountable, and aligned with the long-term well-being of our communities.

APPLICATION REVIEW PROCESS	SCORE	CRITERIA
LAND, WATER, AND AIR RESTORATION a. Achievable projected outcomes b. Project Cost measured by Funding Request c. Mitigation of project risks identified d. Supported by expertise	/30	What will the project achieve? What is the cost of the project? How robust and reasonable is the risk analysis?
ISLAND WELL-BEING e. Social Outcomes f. Economic Outcomes g. Environmental Outcomes	/20	Will the project directly result in social, economic and environmental outcomes that strengthen island well-being?
TECHNICAL h. Technical feasibility i. Unintended risks analysis	/15	How technically sound is the project as detailed in the implementation design? How well are unintended risks identified and mitigated (example heavy equipment)?
FINANCIAL j. Project Finance k. Project Viability	/15	How strong is the capital planning? How viable is the project in the long-term? How many years will funding be required? Is there a contingency plan?
PROJECT MANAGEMENT l. Project Plan and Timetable m. Project Team n. Operations & Maintenance	/10	How reasonable is the project plan and timetable? How strong is the project team, including community resources and consultants? How robust is the operations and maintenance plan?
COMMUNITY ENGAGEMENT o. Community Engagement p. Partnership Creation	/10	How supportive is the community of the project? If applicable, how does this project integrate with other similar programs?
Total:	/100	

1-4-26



Developing Project Applications

The AGL Project Specialist will work closely with applicants during Part 1 of the application process. Staff will confirm that a project concept meets the eligibility criteria to proceed to a full application. **To determine a project's eligibility, applicants are encouraged to submit Part 1 of the Restoration Grant Application form as early as possible.**

Project Application

All funding applications must include:

Part 1

1. Name of eligible Applicant (not-for-profit, Business, local government).
2. Funding amount requested.
3. A brief description of the nature of the Restoration project, and an explanation of how it aligns with the Fund Goals. Include any referral feedback and/or letters of support for the project (Council of the Haida Nation, Council, NCRD, etc).
4. Explanation of the scope of work of the project, activities to be funded, along with specific deliverables of the work for which funding is being requested, and the project time-period with start and end dates.

Part 2 - to be done after AGL Project Specialist has reviewed Part 1

5. A detailed capital expenditure budget for the project investment, including valid quotations for materials and construction.
6. A project plan and schedule that details the project activities and deliverables.
7. A business plan to demonstrate the economic viability of the project.
8. An operations and maintenance plan to demonstrate how the proposed project will run in the future.
9. Team biographies and/or resumes to demonstrate the management team's experience and qualifications in managing the proposed project.
10. Completed studies to demonstrate the feasibility of the proposed project.
11. A council or board resolution supporting the proposed application and funding request.
12. Design and implementation details to demonstrate that the project is ready for tender.
13. All required permits or approvals must be either in place or identified, including action plans to submit and receive approvals.

C-4-C



Review and Approval

The AGL Project Specialist will collaborate with every applicant throughout the review and approval process to address any questions regarding project eligibility and viability. Once the due diligence with our collaborative partners has been completed, all eligible projects will be sent to the Athlii Gwaii Legacy Committee for discussion. The AGL Committee will send select applications to the Gwaii Trust Society Board of Directors for final approval. GTS can decline a funding application recommended by the joint committees, and/or recommend the application be returned for review at a future date.

In the event the value of the applications received by the AGL committee is more than the available funding, the AGL committee may recommend lower-ranked projects, or a combination of projects, to maximize the investment based on the funding available.

The AGL committee will recommend projects for approval based on the following considerations:

- Meets all minimum requirements, and
- The scores achieved in the application review process.

The AGL Committee will discuss:

- Key issues and considerations.
- Conditions and estimated time line for disbursement of funds; and
- Interim and final reporting requirements.

If an application is not approved, GTS Board of Directors and staff may make recommendations to support the re-submission of the application.

Monitoring, Reporting and Project Evaluation

A funding agreement must be signed by GTS and the applicant before disbursement of any funds. The funding agreement will address:

- Disbursement conditions
- Estimated time line and project milestones, and
- Reporting requirements.

As required by GTS, up to 40% of the funding contribution may be disbursed once a funding agreement has been signed and all subsequent disbursements will be based on achieving project milestones as outlined in the signed funding agreement.

The applicant will be required to submit periodic progress reports, followed by a final report. Progress reports should demonstrate effective monitoring and evaluation of the project. The final report must detail the extent to which the stated objectives, as outlined in the approved funding application, have been achieved.

GTS staff will be responsible for monitoring compliance with the terms of the funding agreement and evaluating the outcomes of all funded projects.

1-4-0



APPENDIX A

Definitions:

“Sustainable” means an activity that can be continued over many years, without any significant adverse impacts on the environment and without diminishing the ability of other people, other species or future generations to survive and prosper.

Examples of Eligible and Ineligible Project Types, Eligible and Ineligible Costs, and Activities not eligible for funding:

Project types which are eligible for funding:

- Stream and riparian restoration.
- Island forest and forest habitat restoration.
- Marine shore restoration.
- Nursery to provide local seedlings for reforestation.
- Local fish hatcheries.
- Silviculture (tree planting and spacing, etc).
- Research Centre.

Project types which are ineligible for funding:

- Projects that have the potential to do harm.
- Technologies that are not proven.

Eligible Costs:

Eligible costs are all direct costs properly and reasonably incurred and paid specifically to the project. Eligible costs include:

- Professional and technical services (i.e. engineering).
- Training costs directly related to the construction and/or the operations and maintenance of the project.
- Overhead costs (i.e. administrative costs, consulting costs, office supplies, printing) **this cannot exceed 10% of the requested funding amount.**
- The incremental costs of employees who are directly involved in the construction of the project.
- Contract labour and equipment for project construction, including site preparation.
- Travel (transportation, accommodation, meals and allowances) following CRA guidelines.
- Technology procurement; and
- Associated materials.

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Ineligible Costs:

The following are deemed ineligible costs:

- Preliminary planning and design work.
- Costs related to developing a funding application and application-supporting documentation.
- Costs incurred for cancelled projects.
- Land acquisition.
- Real estate and other fees related to purchasing land and buildings.
- Financing charges, legal fees, and interest payments on loans, including those related to easements (i.e. associated surveys).
- Salaries and other employment benefits for costs associated with operating expenses and regularly scheduled maintenance work, and any costs related to the activities normally carried out by existing staff, except those indicated in Eligible Costs.
- Costs associated with operating expenses and regularly scheduled maintenance work.
- Leasing land, buildings and other facilities.
- Leasing of equipment other than equipment directly related to the construction of the project.
- Costs related to the furnishing and non-fixed assets which are not essential for the operation of the asset/project.
- Any goods and services costs which are received through donations or in-kind; and
- Taxes for which the ultimate recipient is eligible for a tax rebate and all other costs eligible for rebates.

Funding will not be approved for any of the following activities:

- Any activity inconsistent with any ecosystem-based management (EBM) land and resource management objectives;
- Costs associated with meeting statutory obligations of the Council of the Haida Nation, provincial or federal governments or other regulatory bodies.
- Political activities as defined by the Income Tax Act; and
- Any activity or expenditure for initiatives not consistent with Haida laws, federal or provincial laws, permits or authorization conditions, regulations, established policies, orders, and/or approvals.
- Any activity inconsistent with Gwaii Trust Society bylaws, constitution and/or policies.
- Any activity that is not Sustainable, as defined herein and determined at the sole discretion of the Fund; and
- No funding will be provided for expenditures incurred before the date the funding agreement is signed.

Handwritten initials/signature



January 6, 2026

Dear Mayor and Council,

We're pleased to share this poster in celebration of BC Heritage Week, taking place February 16–22, 2026. This year's theme, *Stir the Pot*, celebrates food as heritage and how it brings together culture, memory, family, and community. Food traditions become a starting point for conversations about contemporary issues like food security, cultural recognition, and the value of tradition.

Heritage Week is a province-wide celebration that invites communities across British Columbia to recognize and celebrate local history, culture, and heritage.

We respectfully invite your municipality to proclaim February 16–22, 2026 as Heritage Week in your community. A municipal proclamation is a meaningful way to acknowledge the importance of local heritage and the individuals and organizations who steward it.

You can learn more about Heritage Week, access a proclamation template and download digital posters at heritageweek.ca. We also encourage you to display the enclosed poster in municipal buildings and community spaces to help spread the word locally.

Please share these posters and information about BC Heritage Week with staff responsible for heritage sites, cultural programs, and community services to help engage your residents.

Thank you for your leadership and for supporting the celebration of heritage in communities across British Columbia.

Warm regards,

A handwritten signature in black ink that reads "Kirstin Clausen".

Kirstin Clausen
Executive Director, Heritage BC
604 417 7243 | kclausen@heritagebc.ca



Heritage Week is a province-wide celebration that invites communities across British Columbia to recognize and celebrate local history, culture, and heritage. Heritage BC, a non-profit organization, coordinates Heritage Week each year through public outreach, community events, and municipal proclamations. **Learn more at heritageweek.ca.**

C-5

VILLAGE OF PORT CLEMENTS ZONING BYLAW



THE VILLAGE OF PORT CLEMENTS

BYLAW NO. 444, 2024

AND WHEREAS the Council pursuant to the Local Government Act wishes to adopt amendment procedures;

AND WHEREAS the Council pursuant to the Local Government Act wishes to adopt a Zoning Bylaw;

AND WHEREAS the Council pursuant to the Local Government Act, may require owners or occupiers of, any building or structure to provide off-street parking and loading spaces for the building or structure;

AND WHEREAS the Council pursuant to the Local Government Act may regulate the number AND size, type, form, appearance, and location of any signs;

AND WHEREAS the Council pursuant to the Local Government Act may require and regulate the provision of screening or landscaping;

AND WHEREAS the Council pursuant to the Local Government Act may regulate the minimum frontage of parcels created by subdivision;

NOW THEREFORE the Council of the Village of Port Clements in open meeting, lawfully assembled ENACTS AS FOLLOWS:

(1) The text and the Zoning Map Schedule A, attached hereto and forming part of this Bylaw, are hereby together designated as the Zoning Bylaw of the Village of Port Clements.

(2) Bylaw No. 184, 1990 cited as "The Village of Port Clements Zoning Bylaw No. 184" and Bylaws amending No. 184 are hereby repealed – being bylaws # 218, 231, 244, 261, 263, 264, 270, 271, 272, 279, 290, 292, 295, 402, and 426.

(3) This Bylaw may be cited for all purposes as "Zoning Bylaw No. 444, 2024 of the Village of Port Clements".

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READ A FIRST TIME THIS 17TH DAY OF JUNE 2024.

RECEIVED A PUBLIC HEARING THIS 10th DAY OF SEPTEMBER 2024.

READ A SECOND TIME THIS 12th DAY OF AUGUST 2025.

READ A THIRD TIME THIS 17TH DAY OF FEBRUARY 2026

RECONSIDERED AND ADOPTED THIS 17TH DAY OF FEBRUARY 2026.

Mayor Scott Cabianca

CAO Marjorie Dobson

Certified to be a true copy.

Chief Administrative Officer

G1

TABLE OF CONTENTS

PART 1 INTERPRETATION.....	7
1.1. TITLE.....	7
1.2. APPLICATION.....	7
1.3. DEFINITIONS.....	7
PART 2 ADMINISTRATION.....	15
2.1. COMPLIANCE.....	15
2.2. NON-CONFORMING USE.....	15
2.3. ENFORCEMENT.....	15
2.4. PENALTY.....	16
2.5. SEVERABILITY.....	16
2.6. OTHER REGULATIONS.....	16
PART 3 AMENDMENT PROCEDURES.....	17
3.1. REZONING APPLICATIONS.....	17
3.2. BOARD OF VARIANCE.....	17
3.3. DEVELOPMENT VARIANCE PERMITS.....	17
PART 4 GENERAL PROVISIONS.....	18
4.1. APPLICATION.....	18
4.2. FLOOD DAMAGE PROTECTION.....	18
4.3. RIPARIAN AREA SETBACKS.....	20
4.4. FENCES.....	20
4.5. SCREENING AND LANDSCAPING.....	20
4.6. VISIBILITY.....	20
4.7. STORAGE OF VEHICLES.....	20
4.8. USES PERMITTED IN ALL ZONES.....	20
4.9. MINIMUM PARCEL FRONTAGE.....	21
4.10. CIRCUMSTANCES WHERE MINIMUM LOT SIZES DO NOT APPLY.....	21
4.11. PANHANDLE LOT.....	21
4.12. EXISTING LOTS.....	22
4.13. PRINCIPAL BUILDINGS AND THEIR SITING.....	22

4.14.	ACCESSORY USES, BUILDINGS AND STRUCTURES AND THEIR SITING	22
4.15.	HOME OCCUPATIONS	22
4.16.	HEIGHT OF BUILDINGS AND STRUCTURES	22
4.17.	MEASUREMENTS	24
4.18.	SECONDARY SUITE STANDARDS	24
4.19.	SHORT TERM RENTAL STANDARDS	24
PART 5 SIGN AND NOTICE REGULATIONS.....		24
5.1.	PURPOSE	24
5.2.	SIGN PROJECTION.....	24
5.3.	ROOF SIGNS	24
5.4.	ILLUMINATION	24
5.5.	SIGN HEIGHT	25
5.6.	PERMITTED SIGNS.....	25
5.7.	LIMITED ADVERTISING SIGNS.....	26
PART 6 OFF-STREET PARKING AND OFF-STREET LOADING		27
A.	OFF-STREET PARKING.....	27
6.1.	EXISTING BUILDINGS STRUCTURES AND USES	27
6.2.	VOLUNTARY ESTABLISHMENT OF PARKING FACILITIES	27
6.3.	UNITS OF MEASUREMENT	27
6.4.	REQUIRED OFF-STREET PARKING SPACES	27
6.5.	USE OF PARKING FACILITIES.....	30
6.6.	LOCATION AND SITING OF PARKING FACILITIES	30
6.7.	REQUIRED BICYCLE PARKING FACILITIES.....	30
6.8.	DEVELOPMENT AND MAINTENANCE STANDARDS	30
B.	OFF-STREET LOADING.....	31
6.9.	EXISTING BUILDINGS, STRUCTURES AND USES	31
6.10.	UNITS OF MEASUREMENT	31
6.11.	MIXED OCCUPANCIES.....	31
6.12.	REQUIRED OFF-STREET LOADING SPACES	31
6.13.	LOCATION AND SITING OF LOADING FACILITIES	32
6.14.	DEVELOPMENT AND MAINTENANCE STANDARDS	32
PART 7 ZONE REQUIREMENTS		32
7.1.	ZONE DESIGNATIONS	32

7.2.	BOUNDARIES OF ZONES	33
7.3.	ZONE DISTRICTS.....	34
7.3.1.	RESIDENTIAL URBAN ZONE (R-1)	34
7.3.2.	RURAL RESIDENTIAL ZONE (R-2).....	36
7.3.3.	MULTIPLE FAMILY RESIDENTIAL ZONE (RM-1)	39
7.3.4.	MOBILE HOME PARK ZONE (MH-2)	41
7.3.5.	COMMERCIAL CORE ZONE (C-1).....	42
7.3.6.	COMMERCIAL SERVICE ZONE (C-2)	45
7.3.7.	MARINE COMMERCIAL ZONE (M-1).....	47
7.3.8.	MARINE INDUSTRIAL ZONE (M-2)	49
7.3.8.A.	Marine Industrial Zone (M-2-A)	52
7.3.9.	MARINE TOURISM ZONE (M-3)	54
7.3.10.	LIGHT INDUSTRIAL ZONE (I-1).....	56
7.3.11.	HEAVY INDUSTRIAL ZONE (I-2)	57
7.3.12.	PUBLIC USE AND PARK ZONE (P).....	61
7.3.13.	RESOURCE AREAS ZONE (RS).....	63
7.3.14.	AGRICULTURAL ZONE (A-1).....	63
	SCHEDULE A – ZONING MAP	65

PART 1 INTERPRETATION

1.1. TITLE

- (1) This Bylaw may be cited as the "Village of Port Clements Zoning Bylaw No. 444, 2024", and further referred to herein as "this Bylaw".

1.2. APPLICATION

- (1) This Bylaw shall be applicable to the entire geographical area of the *municipality* as shown on "Schedule A Zoning Map" and to all *land*, the surface of water, *buildings*, and *structures* therein.

1.3 DEFINITIONS

- (1) In this Bylaw:

"*ACCESSORY BUILDING*" means a subordinate detached *building* or *structure* which is:

- (a) *used* for the better enjoyment of the *building* to which it is accessory, and
- (b) situated upon the *parcel* on which the main *building* is or is being erected, and shall include detached tool houses, carports, and *parking garages*;

"*ACCESSORY DWELLING UNIT*" means a *building*, or part of a *building*, that:

- (a) is a self-contained residential accommodation unit;
- (b) has cooking, sleeping and bathroom facilities; and
- (c) is secondary to a primary *dwelling unit* located on the same *parcel*.

"*ACCESSORY USE*" means a *use* that is ancillary and/or auxiliary to the *primary* use on the site and which is customarily incidental and subordinate to the *primary use* but specifically excludes residential *uses*;

"*AGRICULTURAL USE*" means the *use of land* for the growing, rearing, producing, harvesting of agricultural products and may include the *accessory use* of the sale of products; and in the case of *land* within the Agricultural Land Reserve (ALR), permitted activities are subject to the Agricultural Commission Act and the Farm Practices Protection (Right to Farm) Act;

"*ALTERED*" means a *building* or *structure* to which an addition is made or in which any other structural change is made;

"*APARTMENT*" means a *building* containing three or more self-contained *dwelling units*, intended to be occupied as a permanent home, as distinct from a *hotel*, *motel*, or *motor-hotel*, and for certainty does not contain *short term rental accommodations*;

“BED AND BREAKFAST” means the provision of nightly accommodation and breakfast for travellers in a *dwelling unit*;

“BICYCLE PARKING” means a short-term visitor *bicycle parking* facility that may offer some security, and may be partially protected from the weather such as a bike rack at a *building’s* entrance;

“BOARDING HOUSE” means a *dwelling* in which 2 or more *sleeping units* are rented to lodgers, with or without meals being provided. Not to exceed 10 persons other than members of the family of the lessee, tenant, or owner. Excludes the preparation of meals within the rented units;

“BUILDING” means a *structure*, located on the ground, which is designed, erected, or intended for the support, enclosure, or protection of or use of persons or property;

“CAMPGROUND” means a site providing for the *seasonal* or *temporary* accommodation of travellers using tents, *travel trailers* or recreation vehicles, but specifically excludes a *mobile home park, hotel, motel, or holiday park*. This does not apply to *campgrounds* licensed under the Community Care and Assisted Facility Act, as may be amended from time to time;

“CHILDCARE” means the provision of a care program as defined in the Child Care Licensing Regulation under the Community Care and Assisted Living Act, including Group Child Care (under 36 months), Group Child Care (30 months to school age), Preschool (30 months to school age), Group Child Care (school age), Family Child Care, Occasional Child Care, Multi-Age Child Care, In-Home Multi-Age Child Care, School Age Care on School Grounds, and Recreational Care;

“CONVENIENCE STORE” means a *retail* sales outlet in a *building* contained under one roof, having a floor area not exceeding 200 m², and providing for the *retail* sale and display of everyday household items, including food, beverages, books, magazines, or household accessories. Specifically excludes industrial *uses* and *gasoline service stations*;

“COUNCIL” means the *Council* of the Village of Port Clements;

“COVERAGE” means the percentage of *site area* of a *parcel* that may be covered by *buildings* and *structures*;

“DENSITY” means a measurement of development intensity on a site which shall be in either of the following forms:

- (a) Floor Area Ratio: means the figure obtained when the area of all the floors of the *buildings* on a site are divided by the area of the site. The area of the floor of the *building* shall be measured to the inside edge of the exterior walls and shall not include balconies, canopies, terraces, or loft spaces. Exclude those areas which are *used for parking* ancillary to the *primary use* and within the outermost walls of a *building* or underground. If *parking* is a *primary use* of the site, those areas which are *used for parking* within the outermost walls of a *building* or underground shall be counted in the calculation of the *floor area ratio*;
- (b) Dwelling Unit Density: means the figure obtained when the total number of *dwelling units* constructed or to be constructed on a site is divided by the total area of the site;

“DWELLING UNIT” means a suite operated as a housekeeping unit *used* or intended to be *used* as a residence and containing cooking and sanitary facilities, and usually containing eating, living, and *sleeping units*;

“DWELLING, SINGLE FAMILY” means any detached *building* consisting of not more than one *dwelling unit* which is occupied or intended to be occupied as the permanent home or residence of one *family*;

“DWELLING, TWO-FAMILY OR DUPLEX” means any detached *building* consisting of not more than two *dwelling units*, each of which are occupied or intended to be occupied as the permanent home or residence of not more than one *family*;

“DWELLING, MULTIPLE FAMILY” means any *building* which is divided into three or more *dwelling units*, each of which is occupied or intended to be occupied as the home or residence of one *family* and shall include *apartments*, *rowhouses*, *townhouses*, *triplexes*, *fourplexes*, and terraced housing;

“FAMILY” means one or more individuals,

- (a) related by blood, marriage or adoption, or
- (b) comprising not more than eight related and unrelated individuals;

“FOURPLEX” means a detached *dwelling* consisting of four *dwelling units*, each of which are occupied or intended to be occupied as a permanent home or residence for one *family*;

“FRONTAGE or FRONT LOT LINE” means the boundary of a *parcel* abutting a *highway*. Where a *parcel* abuts more than one *highway*, other than a *lane*, the *frontage* shall be that boundary having the least measurement;

“GASOLINE SERVICE STATION” means any *building* or *land used* or intended to be *used* for the *retail* sale of motor fuels or lubricants, which may include the minor repairing of motor vehicles and the sale of automobile accessories. Specifically excludes vehicle sales, body work or painting;

“HEIGHT” means the vertical distance from the average finished ground level at the perimeter of the *building structure* to the highest point of the roof surface of a flat roof to the deck line of a mansard roof, and to the ridge of a gable, hip, or dormer or other pitched roof. In the case of a *structure* without a roof, to the highest point of the *structure*;

“HIGHWAY” means a street, *road*, *lane*, pathway, sidewalk, bridge, or any other way that is open to the public;

“HOME OCCUPATION” means a customary *accessory use* of a *dwelling unit* or *accessory structure* by a resident of the *dwelling unit*, to conduct a business activity or occupation;

“HOTEL” means a *building* in which there are *sleeping units* for transient *lodgers*, with or without a public dining area, café, or bar;

“LAND” means the ground, soil, or earth on, above or below the surface. Includes the surface of water, but does not include improvements, mines or minerals belong to the crown, or mines or minerals for which title has been registered in the land title office;

“LANDSCAPING” means the planting of lawns, shrubs and trees and the addition of fencing, walks, lights, ponds, pools, or other *structures* and *landscape* architecture materials;

“LANE” means a *highway* that is a minor street affording only secondary means of access to a *parcel*, at the side or rear;

“LODGER” means a person who rents a *sleeping unit*, with or without individual toilet facilities in a *dwelling unit* occupied by a family to which they are not related by blood or marriage;

“MOBILE HOME” means a *dwelling unit* especially designed to be moved along the *highway* from time to time, and which arrives at the site where it is to be occupied complete

and ready for occupancy, except for placing on foundation and supports, and connection of utilities;

"*MOBILE HOME PARK*" means any *parcel* of *land* upon which two or more *mobile homes* occupied for *dwelling* purposes, are located. Includes all *buildings, structures* or accessories *used* or intended to be *used* as equipment for such *mobile home park*. Excludes vehicle sales, or other *lands* on which *mobile homes* are manufactured or placed solely for the purposes of *storage* or inspection and sale;

"*MOBILE HOME SPACE*" means an area of *land* within a *mobile home park* for the installation of one *mobile home* with permissible additions;

"*MOBILE VENDORS*" means any person engaged in the business of selling prepared, pre-packaged, or unprepared, unpackaged food or foodstuffs of any kind, goods, wares, merchandise, or any other thing of value from a mobile vending unit on private or public property;

"*MOTEL*" means a *building* or *buildings* containing *sleeping units* primarily for the *temporary* accommodation of the travelling public where each *sleeping unit* contains its own or a shared bathroom with a water closet, wash basin and bath or shower. May or may not include its own cooking facilities. *Motels* may include, without limiting the generality the foregoing, an office with a public register, *restaurant*, or meeting rooms;

"*MUNICIPAL SEWER SYSTEM*" means a sewage collection and disposal system that is owned and operated by the *municipality* that has been approved under the Waste Management Act and the Public Health Act;

"*MUNICIPAL WATER SYSTEM*" means a system of waterworks which serves two or more *parcels* and which is owned, operated and maintained by the *municipality* and regulated under the Water Utilities Act;

"*MUNICIPALITY*" means the Village of Port Clements or the area within the *municipal* boundaries as the context requires;

"*NATURAL BOUNDARY*" means the visible high water mark of any lake, river, stream, or other body of water where the presence of action of the water is so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream or other body of water, a character distinct from that of the banks thereof in respect to vegetation as well as in respect to the nature of the soil itself;

"PANHANDLE" means a narrow strip of *land* which acts as an integral part of a *parcel* providing *frontage* to a *highway*;

"PARCEL" means a *lot*, block or other area in which *land* is held or into which *land* is subdivided, but does not include a *highway*;

"PARCEL AREA" means the total horizontal area within the *lot* lines of a *lot*;

"PARCEL, CORNER" means a *lot* at the intersection or junction of two or more *highways*;

"PARCEL, THROUGH" means a *lot* abutting two approximately parallel streets;

"PARKING AREA or PARKING LOT" means an open area of *land*, other than a street, used for the *parking* of vehicles of clients, customers, employees, members, residents, or tenants;

"PARKING GARAGE" means a *building* the *primary use* of which is the *parking* or *storage* of vehicles, and which is available to the public, or as an accommodation to clients, customers, or employees;

"PARKING SPACE" means a space for the *parking* of vehicles, exclusive of ramps, columns, and driveways;

"PERSONAL CARE USE" means a *use* providing for the care of the sick, injured, or aged, other than in a public hospital; includes private hospitals, convalescent homes, nursing homes, rest homes, and community care facilities as defined by the Community Care Facilities Licensing Act of BC as amended from time to time;

"PRIMARY USE" means the main purpose for which *land*, *buildings* or *structures* is used;

"PRINCIPAL BUILDING" means the *building* or *structure* in which the *primary use* for which the *land*, *building* is zoned is carried out;

"PRINCIPAL RESIDENCE" means the residence in which an individual resides for a longer period of time in a calendar year than any other place;

"RETAIL STORE" means a *retail* sales outlet contained under one roof having a gross floor area not exceeding 2,000 m², and providing for the *retail* sale and display of goods. Specifically excludes industrial *uses* and *gasoline service stations*;

"RESTAURANT" means a public eating place with or without a liquor licence;

"ROAD" means all *municipal* public rights-of-way designed for vehicular movement and access within the *Village*;

"ROOF LINE" means the line delineated by the intersection of the plane of the outside face

of the exterior wall of the *building*, and the plane of the roof of the *building*. In the case of a pitched roof with projecting eaves, the *roof line* shall be at the eaves level. Where the *building* has a continuous roof parapet or mansard, the *roof line* shall be the line of the top of the parapet or mansard;

"*ROOF SIGN*" means a *sign* erected upon or above a roof or parapet of a *building*, or a *sign* affixed to a *building* and extending above the *roof line* of the *building*. Excludes a projecting *sign*;

"*SCREENING*" means a continuous fence, wall, compact evergreen hedge or combination thereof, that would effectively screen the *parcel* which it encloses, and is broken only by access drives and walks;

"*SEASONAL OR TEMPORARY*" means a *campground*, recreational vehicle park, or fishing lodge which is not intended for permanent year-round occupancy;

"*SECONDARY SUITE*" means a self-contained living unit that is contained within, and forms part of a *single family dwelling*;

"*SETBACK*" means the required minimum distance between a *building* or *structure of use* and each of the respective *lot lines*;

"*SHOPPING CENTRE*" means a group of *retail stores* in one or more *buildings* designed as an integrated unit, and located on a single *parcel*;

"*SHORT TERM RENTAL ACCOMMODATION*" means the service of accommodation in the *principal residence* of a property host, in exchange for a fee, that is provided to members of the public for a period of less than 90 consecutive days or another prescribed period, if any, and does not include *hotels, motels, Bed and Breakfast*, or other limited accommodation types described in the Provincial regulations;

"*SIGN*" includes billboards, signboards, advertisements, or advertising devices;

"*SITE AREA*" means the area required to carry on a particular *use*;

"*SLEEPING UNIT*" means one or more habitable rooms *used* for the *lodging* of a person or persons when such unit contains no cooking facilities;

"*STORAGE YARD*" means an area outside of an enclosed *building* where materials and equipment are stored, baled, piled, handled, sold, or distributed. A *storage yard* shall not be construed to include an automobile wrecking yard, a sales yard, or a junk yard;

"*STOREY*" means that portion of a *building* which is situated between the top of any floor and the top of the next floor above it. If there is no floor above it, that portion

between the top of such floor and the ceiling above it;

"STRUCTURE" means artificial construction with a vertical projection of at least one metre above the ground. Excludes fences and freestanding walls that are less than the maximum permitted *height* for their respective zones;

"TEMPORARY STORAGE" means not permanent and does not exceed a period of six (6) months;

"TINY HOME" means a single-family dwelling not more than 56 m² in floor area including loft floor area that is site built or prefabricated. Can be *temporary* or permanently anchored to a foundation and provided with permanent utility connections, and does not include a *travel trailer*;

"TOURIST TRAILER PARK" means a *parcel of land* which has been planned and improved for the placement of transient *travel trailers* and other transient recreation vehicles for *temporary use*;

"TOWNHOUSE" means a block of at least three *dwelling units* located on a single *parcel*. Each *dwelling unit* shall have a direct ground-oriented entrance, shall be attached to its neighbour at its side, and each *dwelling unit* shall be separated from the other(s) by a party wall;

"TRAVEL TRAILER" means any vehicle or conveyance, designed to travel on the *highway* and equipped to be *used as temporary dwelling unit* by travellers;

"TRIPLEX" means a building comprising three *dwelling units*, each of which are occupied or intended to be occupied as a permanent home or residence for one *family*;

"USE" means the purpose for which any *lot, parcel, tract of land, building or structure* or part thereof is designed, arranged, or intended, or for which it is occupied or maintained;

"VILLAGE" means the Village of Port Clements;

"VILLAGE ADMINISTRATOR" means the Chief Administrative Officer (CAO) of the *Village* of Port Clements;

"WATERCOURSE" is any natural or man-made depression with well-defined banks and a bed 0.6 m or more below the surrounding *land*, serving to give direction to a current of water at least 6 months of the year or having a drainage area of 2 km² or more upstream of the point of consideration;

"YARD, FRONT" means that portion of the *parcel* extending from one side *parcel* line to the

other, between the front line of the *parcel* and a line drawn parallel thereto. The depth of such yard shall mean the perpendicular distance between the front line of the *parcel* and the parallel line. In the case of a *through parcel* there shall be two such *front yards*;

"YARD, REAR" means that portion of the *parcel* extending from one side *parcel* line to the other, between the rear line of the *parcel* and a line drawn parallel thereto. The depth of such yard means the perpendicular distance between the rear line of the *parcel* and the parallel line;

"YARD, SIDE" means that portion of the *parcel* extending from the *front yard* to the *rear yard*, between the side line of the *parcel* and a line drawn parallel thereto. The width of such yard shall mean the perpendicular distance between the side line of the *parcel* and the parallel line;

PART 2 ADMINISTRATION

2.1. COMPLIANCE

- (1) Subject to the provisions of the Local Government Act, as may be amended from time to time, respecting nonconforming *uses* development variance permits, *temporary use* permits, development permits, and board of variance decisions, no person shall erect, construct, locate, *alter*, reconstruct or maintain any *building*, or locate or carry on any industrial, business, trade or calling or *use* any *land* or *building* or *structure* or surface of water or air space contrary to the provisions of this Bylaw.

2.2. NON-CONFORMING USE

- (1) The provisions of the Local Government Act, as may be amended or replaced from time to time, apply to non-conforming *uses*.

2.3. ENFORCEMENT

- (1) Violation
 - (a) It is unlawful for any person to cause, suffer, or permit any *building* or *structure* to be constructed, reconstructed, *altered*, moved, extended, occupied, or *used* or any *land* to be occupied or *used* in contravention of this Bylaw or otherwise to contravene or fail to comply with this Bylaw.

- (b) It is unlawful for any person to prevent or obstruct, or attempt to prevent or obstruct, the authorized entry of the *building* inspector or other appointed employee, authorized under this Section of this Bylaw.
 - (c) Any person who causes, permits, or allows anything to be done in contravention or violation of this Bylaw, or who neglects or fails to do anything required to be done pursuant to this Bylaw, has committed an offence against this Bylaw and each day the offence continues must constitute a separate offence.
- (2) Inspection
 - (a) Any employee of the *Village* appointed to administer or enforce this Bylaw, is hereby authorized to enter at all reasonable times upon any property under section 16 of the *Community Charter* to ascertain whether the regulations and other provisions of this Bylaw are being or have been complied with.

2.4. PENALTY

- (1) Any person who violates the provisions of this Bylaw is liable, on summary conviction, to a maximum fine not exceeding \$50,000.00, and also the cost of prosecution.
- (2) Each day during which such violation is continued shall be deemed to constitute a new and separate offence.
- (3) Nothing in this Bylaw limits the *Village* from utilizing any other remedy that is otherwise available to the *Village* by law.

2.5. SEVERABILITY

- (1) If any section, subsection, sentence, clause, or phrase of this Bylaw is for any reason held to be invalid by the decision of any Court, such decision shall not affect the validity of the remaining portions of this Bylaw.

2.6. OTHER REGULATIONS

- (1) Nothing contained in this Bylaw shall relieve the owner or user of any *land* from compliance with all other applicable enactments.

PART 3 AMENDMENT PROCEDURES

3.1. REZONING APPLICATIONS

- (1) In addition to the requirements of the Local Government Act, as may be amended or replaced from time to time, the following requirements for amendment to this Bylaw shall apply:
 - (a) Rezoning applications and fees shall be completed on the form and in the amount as set out in “The Village of Port Clements Land Development Application Procedures Bylaw No. 476, 2022” as amended or replaced and “The Village of Port Clements Land Development Application Forms Policy” as amended or replaced.
 - (b) If an application for amendment to this Bylaw has been refused by *Council* after public hearing, no reapplication for the same amendment shall be considered by the *Village* within 6 months of the date of refusal.

3.2. BOARD OF VARIANCE

- (1) There is a Board of Variance established for the *Village* under the Local Government Act, as may be amended from time to time.
- (2) The jurisdiction and powers of the Board of Variance are set out under Local Government Act.
- (3) Property owners can appeal Bylaw requirements to the Board of Variance where compliance with the Bylaw would cause undue hardship related to siting, dimensions, and size of *buildings*;
- (4) The procedure for appeals to the Board of Variance may be found under the regulations set out in "The Village of Port Clements Board of Variance Jurisdiction and Procedure Bylaw No. 186, 1990" as amended or replaced.

3.3. DEVELOPMENT VARIANCE PERMITS

- (1) Pursuant to the Local Government Act, as may be amended or replaced from time to time, *Council* may by resolution issue a Development Variance Permit that may vary the provisions of this Bylaw and other Bylaws.
- (2) A Development Variance Permit shall not vary:
 - (a) the *density of land* from that specified in the Bylaw; or
 - (b) a flood plain specification under the Local Government Act, as may be amended from time to time.
- (3) Subject to a decision of a Court to the contrary, the provisions of a Development Variance Permit shall prevail over any provision of this Bylaw in the event of conflict.

- (4) Jurisdiction, application procedure and fees shall be as set out in “The Village of Port Clements Land Development Application Procedures Bylaw No. 476, 2022” as amended or replaced.

PART 4 GENERAL PROVISIONS

4.1. APPLICATION

- (1) The regulations contained in Part 4 of this Bylaw shall apply to all zones.

4.2. FLOOD DAMAGE PROTECTION

- (1) No *building* or any part thereof, except small *outbuildings* such as garden sheds, shall be constructed, reconstructed, moved, or extended nor shall any *mobile home* unit, modular home or *structure* be located:
 - (a) within 30 m of the *natural boundary* of the sea, lake, swamp, *watercourse*, or pond;
 - (b) within 30 m of the *natural boundary* of Kumdis Bay and Kumdis Creek; or
 - (c) with the underside of the floor system of any area *used* for habitation, business, or *storage* of goods damageable by floodwaters, or in the case of *mobile home* or unit the ground level on which it is located, lower than 1.5 m above the *natural boundary* of the sea, nor lower than elevation 4.8 m Hydrographic Chart Datum whichever elevation is higher.
- (2) Clause 4.2 (1)(c) shall not apply to:
 - (a) a renovation of an existing *building* or *structure* *used* as a residence that does not involve an addition thereto; or an addition to a *building* or *structure* for residential *use* that would increase the size of the *building* or *structure* by less than 25 % of the existing *floor area*;
 - (b) that portion of a *building* or *structure* to be *used* as a carport or *parking garage*; or
 - (c) farm *buildings* other than *dwelling units* and closed-sided livestock housing. Farm *dwelling units* on *parcel* sizes 8.1 hectares or greater and within the Agricultural Land Reserve are exempted from the requirements of Clause 4.2(1)(c) but, if in a floodable area shall be elevated 1.0 m above the natural ground elevation. Closed-sided livestock housing shall be elevated 1.0 m above the natural ground elevation.
- (3) The required elevation may be achieved by structural elevation of the said habitable, business, or *storage* area by adequately compacted landfill on which any *building* is

to be constructed or *mobile home* unit located, or by a combination of both structural elevation and landfill.

- (4) No area below the required elevation shall be *used* for the installation of furnaces, heat pumps, or similar equipment susceptible to damage by floodwater.

4.3. RIPARIAN AREA SETBACKS

- (1) Notwithstanding any and all *setback* standards for all zones, the required *setback* for any *building* or *structure* from a *watercourse*, stream or lake is 30 m, or as mandated by the appropriate Federal or Provincial Ministry, subject to an assessment by a Qualified Environmental Professional.

4.4. FENCES

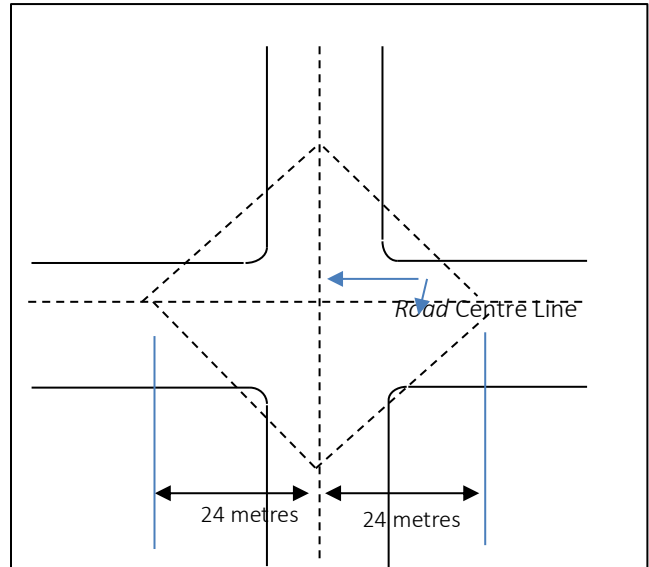
- (1) No fence at a property line shall exceed 2.0 m in *height* except where it is permitted otherwise in each zone.

4.5. SCREENING AND LANDSCAPING

- (1) *Screening* or *landscaping* shall be provided on a *parcel* as follows in relation to any new construction on a *parcel* that requires a building permit:
 - (a) waste disposal containers and other outdoor *storage* in the Commercial Core (C-1), Commercial Service (C-2), Marine Commercial (M-1), Residential Urban (R-1), Rural Residential (R-2), Multiple Family Residential (RM-1), and Mobile Home Park (MH-2) Zones shall be suitably screened by a tight board fence or solid wall or solid hedge at least as high as the containers or stored material to a maximum *height* of 2.0 m.
- (2) If an Industrial *use* abuts any commercial or residential *use*, the owner or user of Industrial *use* shall provide a solid-wall tight board fence or solid *landscape* screen which provides a complete visual screen not less than 2.0 m in *height* around the abutting *parcel* lines.
- (3) In the Light Industrial (I-1) zone all outdoor *storage* shall be enclosed by a wall fence or *screening* which provides a complete permanent visual screen not less than 2.0 m in *height*.

4.6. VISIBILITY

- (1) On a *corner lot* in any zone there shall be no obstruction to the line of vision by *buildings or structures* between the *height* of 1.0 m and 3.0 m above the established grade of streets within an area bounded by the centre lines of intersecting or intercepting streets and a line joining a point on each of the centre lines 24 m from their intersection as illustrated:



4.7. STORAGE OF VEHICLES

- (1) In the Residential Urban (R-1), Rural Residential (R-2), Multiple Family Residential (RM-1), and Mobile Home Park (MH-2) Zones, *storage*, or *parking* ancillary to a residential *use* on the same *parcel* is permitted for not more than:
 - (a) 4 vehicles not exceeding 4,500 kilograms gross vehicle weight; and
 - (b) 1 house trailer or 1 camper; and
 - (c) 1 pleasure boat kept other than for gain or sale.
- (2) No *parcel*, except as otherwise provided in this Bylaw, shall be *used* for the wrecking or *storage* of derelict vehicles or equipment or materials or as a junkyard. Any vehicle which has not been licensed for a period of one year and is not housed in a *parking garage* or carport shall be deemed to be a derelict vehicle or junk.

4.8. USES PERMITTED IN ALL ZONES

- (1) The following are permitted in all zones:
 - (a) public parks and playgrounds, golf courses;
 - (b) public utilities, excluding exterior *storage* or *parking garage* used for repair and maintenance of equipment, unless expressly permitted in the zone in which the *use* is situated;
 - (c) *single family home* used for *personal care use* such as a Community Care Facility as defined by the Community Care and Assisted Living Act, as may be amended or replaced from time to time,
 - (d) *tiny homes* designed and constructed under the British Columbia Building Code as *temporary* housing, or as permanent housing where secured to a foundation, or

- (e) Churches.

4.9. MINIMUM PARCEL FRONTAGE

- (1) If a *parcel* is being created by subdivision, the minimum *frontage* on the *highway* shall be the greater of:
 - (a) 1/10 of the perimeter of the *parcel* that fronts on the *highway*, or
 - (b) the minimum *parcel frontage* as set down in each zone.
- (2) *Council* may exempt a person from the minimum *parcel frontage* provided for in 4.9(1)(a) and (b) above.

4.10. CIRCUMSTANCES WHERE MINIMUM LOT SIZES DO NOT APPLY

- (1) The minimum requirements of *parcel* size for subdivision shall not apply:
 - (a) if the *parcel* being created is to be *used* solely for the unattended equipment necessary for the operation of:
 - (i) a *municipal water system*;
 - (ii) a *municipal sewer system*;
 - (iii) a community gas distribution system;
 - (iv) a community radio or television receiving antenna;
 - (v) a radio or television broadcasting antenna;
 - (vi) a telecommunication relay station;
 - (vii) an automatic telephone exchange;
 - (viii) an air or marine navigational aid;
 - (ix) electrical substations or generating stations; or
 - (x) any other similar public service or quasi-public service facility or utility not including a natural gas generating facility;
 - (b) if no sewage is generated; or
 - (c) if the owner undertakes in writing to register a covenant in favour of the *Village* pursuant to the Land Title Act at the time the subdivision is registered and such condition shall be satisfactory to the Approving Officer and shall restrict or prohibit the construction of *buildings* or *structures* on, or the use of any *parcel*.

4.11. PANHANDLE LOT

- (1) If a *parcel* is a *panhandle parcel*, the area of the access strip or *panhandle* shall not be included as part of the *parcel* size for subdivision or minimum *site area* purposes.

4.12. EXISTING PARCELS

- (1) The *parcel area* and *parcel frontage* requirements of this Bylaw shall not apply to any *parcel* in any zone which has an area or *frontage* less than that required by this Bylaw, if such a *parcel* was described in the official records on file in the Land Title Office on or before the effective date of this Bylaw.

4.13. PRINCIPAL BUILDINGS AND THEIR SITING

- (1) No *principal building* shall be located in a required yard or *setback*.
- (2) Except as otherwise provided in this Bylaw, not more than one *principal building* shall be located on any *parcel*.

4.14. ACCESSORY USES, BUILDINGS AND STRUCTURES AND THEIR SITING

- (1) *Accessory uses, buildings and structures* which are ancillary to the primary permitted *uses* located on the same *parcel*, and which are incidental and subordinate to the *primary use* are permitted in all zones except where it is designated otherwise in each zone.
- (2) No *accessory building* shall be located in a *front yard* or *side yard*, except where a zone expressly permits it.

4.15. HOME OCCUPATIONS

- (1) A professional practice or *home occupation*, as defined in Part 1 of this Bylaw, is permitted in all zones, subject to the following requirements:
 - (a) No external indication exists that the *building* is utilized for any purpose other than the *dwelling* except for a single wall mounted *sign* not exceeding 0.75 m².
 - (b) Such occupation shall not involve the *use* of mechanical equipment save as it is ordinarily employed in purely private domestic and household *use* or for recreational hobbies and does not create a private law nuisance by reason of sight, sound, or smell.
 - (c) Such occupation or business shall not require *parking* or loading area in excess of what is otherwise required for the residential *use* and zone in which the residence is located.

4.16. HEIGHT OF BUILDINGS AND STRUCTURES

- (1) The following shall not be subject to the *height* requirements of this Bylaw: church spires, belfries, domes, transmission towers, chimneys, flagpoles, masts, aerials, water tanks, elevators, ventilation machinery, or penthouses, provided that such *structure* occupies no more than 20% of the *parcel*, or if situated on a *building*, not more than 15% of the roof area of the *building*.

4.17. MEASUREMENTS

- (1) All dimensions and other measurements in this Bylaw are expressed in the Standard International Units (metric) system.

4.18. SECONDARY SUITE STANDARDS

In all Zones that permit *secondary suites*, the following standards will apply:

- (1) *Secondary suites* shall have a separate external entry and the gross floor area shall not exceed 40 % of the *gross floor area* of the *single family dwelling*.
- (2) On *parcels* less than one hectare in size, that are not serviced by the municipal sewer system, *secondary suites* that are part of the *principal building* are permitted, but *accessory dwelling units* separate from the *principal building* are not.

4.19. SHORT TERM RENTAL STANDARDS

In all Zones that permit *short term rentals*, the following standards will apply:

- (1) *Short term rentals* shall comply with the following standards:
 - (a) The maximum number of occupants over the age of 7 years allowed per dwelling unit shall not exceed 2 occupants per bedroom;
 - (b) All bedrooms must have a means of emergency egress; and
 - (c) Sufficient off-street parking must be provided.
 - (d) Applicable provincial enactments, including the BC Building Code and Fire Code.
- (2) The property owner is responsible for the following:
 - (a) Obtaining a Business License from the *Village* to operate in the municipality;
 - (b) Ensuring weekly solid waste collection is provided during all months that the accommodation is used for *short term rentals*;
 - (c) Conspicuously posting and maintaining the following information inside the *short term rental* using the template provided by the *Village* when they get their Business License:
 - (i) 24 hour contact information for the property owner or local representative;
 - (ii) A copy of the property owner's Business License;
 - (iii) The maximum occupancy of the accommodations;
 - (iv) Location of assigned off-street parking;
 - (v) Documentation of most recent annual fire safety inspection and any emergency management information provided by the *Village*;
 - (vi) Renter responsibilities, which at a minimum shall include:
 - Do not trespass on private property;
 - Do not litter;

- Do not create a noise disturbance over 50 decibels measured from the *parcel* boundary after 11:00 pm and before 7:00 am.

4.20. DENSITY

In all *Zones*, a number in brackets in relation to a permitted *use* prescribes the number of *uses* of that class permitted on a *parcel* in that *Zone* [for example, “*duplex* (1)” prescribes that only one *duplex use* is permitted on a *parcel*].

PART 5 SIGN AND NOTICE REGULATIONS

5.1. APPLICATION

- (1) Subject to section 528 of the Local Government Act, as amended or replaced, and to all other provisions of this Bylaw, no *signs* or notices shall hereafter be erected or maintained except those permitted by and in conformity with the regulations of this Part 5.

5.2. PURPOSE

- (1) The purposes of this Part are to:
 - (a) protect *signs* and lights erected for the direction of traffic from the effects of conflicting commercial and other *signs*;
 - (b) protect the appearance and preserve the amenity of the various zones which may be adversely affected by *signs* of inappropriate size, design, or location;
 - (c) prevent the confusion which may arise from the undue conflict of commercial and other *signs* with one another; and
 - (d) provide for *sign structures* that do not create safety issues for persons.

5.3. SIGN PROJECTION

- (1) No *sign*, notice or part thereof shall project over a *highway* right-of-way, including a *road* or sidewalk, or a public property.

5.4. ROOF SIGNS

- (1) No *roof signs* shall be permitted.

5.5. ILLUMINATION

- (1) No flashing *signs* shall be permitted.
- (2) No *temporary sign* shall be illuminated.

- (3) No *sign* permitted by this Bylaw shall, by reason of its location, colour, or intensity, create a hazard to the safe, efficient movement of vehicular or pedestrian traffic.

5.6. SIGN HEIGHT

- (1) No *sign* or notice shall exceed an overall *height* of 8.0 m.
- (2) No *sign* or notice shall project above the *roof line* to which it is attached.
- (3) No free-standing *sign* shall exceed the *height* of the *principal building* on the *parcel*.

5.7. PERMITTED SIGNS

- (1) Subject to the Motor Vehicle Act and the Highways Act, the following *signs* are permitted in all zones under this Bylaw conditional on the limitations set forth below:
 - (a) public *building*, community activity or political *signs*;
 - (b) traffic control *signs* as defined in the Motor Vehicle Act;
 - (c) *signs* required to be maintained or posted by law or governmental order, rule, or regulation;
 - (d) *signs* indicating a hazard;
 - (e) flags or emblems of political, civic, philanthropic, educational, or religious organizations;
 - (f) directional *signs* (on-site);
 - (g) *signs* not visible off the *parcel* upon which they are situated;
 - (h) on any *parcel* on which a residential *use building* is permitted, *signs* regarding *home occupations*, trespassing, safety, or identification not exceeding 0.75 m² in area;
 - (i) *temporary* political *signs* promoting any candidate, party or cause which may be displayed for 30 days prior to an election or referendum, provided that such *signs* are removed within 7 days following said election or referendum;
 - (j) *temporary* *signs* pertaining to campaigns, drives or events of political, civic philanthropic, education, or religious organizations;
 - (k) *temporary* *signs* advertising the sale, lease or rental of the *parcel* or premises upon which such *signs* are situated provided that the total area of such *signs* shall not exceed 0.75 m² in area per *parcel*; and
 - (l) *temporary* *signs* indicating the name and nature of a construction or demolition project, plus the names of the contractors, subcontractors, and professional advisors provided that the total area of such *signs* shall not exceed 5.5 m² in total area.
- (2) Within Multiple Family Residential (RM-1) and Mobile Home Park (MH-2) Zones it is permitted to have 1 permanent *sign* denoting the name and address of a *building* or development. The *sign* is not to exceed 2.0 m for any site. Such a *sign* may be illuminated or unilluminated.

- (3) Within Core Commercial (C-1), Commercial Service (C-2) Zones it is permitted to have a *sign* or *signs* not exceeding 5.0 m² in total on any site.
- (4) Within Marine Commercial (M-1), Marine Industrial (M-2 and M-2-A), Light Industrial (I-1), and Heavy Industrial (I-2) Zones it is permitted to have a *sign* or *signs* not exceeding 8.0 m² in total on any site.
- (5) Within a Public Use and Park (P) Zone it is permitted to have:
 - (a) 1 school, church, or hospital *sign* not exceeding 1.5 m² in area on any site;
 - (b) 1 *sign* for an arena, stadium, curling rink or recreation centre not exceeding 5.0 m²; and
 - (c) 1 unilluminated *sign* for parks and playgrounds and all other purposes not exceeding 1.0 m².

5.8. LIMITED ADVERTISING SIGNS

- (1) Limited advertising *signs* are intended to allow the businesses on each *parcel* changeable advertising to promote special events, sales, goods, or services sold or manufactured on that *record parcel*.
- (2) Limited advertising *signs* promoting special events, goods or services sold or manufactured are subject to the following requirements or regulations:
 - (a) they shall have a maximum area of 3.0 m².
 - (b) they shall not exceed a maximum overall *height* of 2.0 m,
 - (c) they shall be located on the *parcel*, so the *sign* does not obstruct vehicular or pedestrian visibility.
 - (d) each *parcel* may have 1 limited advertising *sign*.
 - (e) limited advertising *signs* may be placed on a *parcel* for a duration not exceeding 3 months and not more than 2 times during a calendar year.
 - (f) limited advertising *signs* shall not be placed on the *parcel* in a manner which will reduce the number of *parking spaces* below the number required by this Bylaw or interfere with maneuvering aisles.
 - (g) limited advertising *signs* shall not violate any provisions of this Bylaw with respect to Section 5.2, 5.3, 5.4, 5.5, and 5.7.

PART 6 OFF-STREET PARKING AND OFF-STREET LOADING

A. OFF-STREET PARKING

6.1. EXISTING BUILDINGS, STRUCTURES AND USES

- (1) The regulation of off-street *parking* contained in Part 6 shall not apply to *parcels* containing *buildings structures* or *uses* existing on the effective date of this Bylaw in any zone except that:
 - (a) off-street *parking* shall be provided and maintained in accordance with this Part for any addition to such existing *building* or *structure* or any change or addition to such existing *use*; and
 - (b) off-street *parking* existing on the effective date of this Bylaw shall not be reduced below the applicable off-street *parking* requirements of this Part.

6.2. VOLUNTARY ESTABLISHMENT OF PARKING FACILITIES

- (1) Where off-street *parking* facilities are provided when not required the location design and operation of such facilities shall comply with all the regulations of this Part.

6.3. UNITS OF MEASUREMENT

- (1) In determining the amount of off-street *parking* required:
 - (a) where *gross floor area* is used as a unit of measurement for the calculation of required *parking spaces*, it shall include the *floor area of accessory buildings* and basements, except where they are *used for parking, heating, or storage*;
 - (b) where seating accommodation is used as a unit of measurement and such accommodation consists of benches pews, booths and the like, each 0.2 m of width of such seating accommodation shall be counted as one seat; and
 - (c) when the calculation of *parking* requirements results in a fractional *parking space*, 1 *parking space* shall be provided to meet this fractional requirement.

6.4. REQUIRED OFF-STREET PARKING SPACES

- (1) off-street vehicular *parking* or *garage* spaces shall be provided in accordance with the standards in this section. In the case of a *use* not specifically mentioned, the required off-street *parking spaces* shall be the same as for a similar *use*; and
- (2) the required off-street *parking spaces* shall be in accordance with the following schedule:

G1

USE	PARKING REQUIREMENTS
<i>Apartments</i>	1 per <i>dwelling</i> unit
Auto Sales and Repair, Recreation vehicle sales	1 per 100 m ² sales floor area plus 1 service bay
<i>Accessory dwelling unit (ADU)</i>	1 per <i>dwelling</i> unit
Bank Financial Institution	1 per 45 m ² <i>gross floor area</i>
<i>Bed and Breakfast</i>	1 per <i>dwelling</i> unit plus 1 space
Boat Sales and Repair	1 per 95 m ² display area (including outside)
<i>Boarding house</i>	1 per <i>sleeping unit</i>
<i>Building materials supply</i>	1 per 150 m ² <i>gross floor area</i>
<i>Campground</i>	1 per camp space plus 2 spaces
Gas station, tire repair	2 per service bay and 1 per 30 m ² <i>retail</i> floor space
<i>Grocery, convenience store</i>	1 per 30 m ² <i>retail</i> floor space, minimum 4 spaces
<i>Hotel</i>	1 per <i>sleeping unit</i> and 1 per 3 seats in <i>restaurant</i> and/or bar
Church	1 per 10 seats
Cultural	1 per 35 m ² <i>gross floor area</i>
Firehall	1 per 100 m ² <i>gross floor area</i>
Hospital	1 per 80 m ² <i>gross floor area</i>
Industrial	1 per 140 m ² <i>gross floor area</i>
Police	1 per 100 m ² <i>gross floor area</i>
School, elementary	1 per 150 m ² <i>gross floor area</i>
School, secondary	1 per 75 m ² <i>gross floor area</i>

USE	PARKING REQUIREMENTS
<i>Motel</i>	1 per <i>sleeping unit</i> and 1 per 3 seats in <i>restaurant</i>
Machinery sales	1 per 90 m ² sale floor area
<i>Mobile home park</i>	2 per <i>mobile home</i> , plus visitor <i>parking</i> of 1 per every 4 units
Marina	1 per 2 berths
Offices <ul style="list-style-type: none"> - business - professional, governmental - medical and clinics 	1 per 45 m ² gross leasable area 1 per 45 m ² <i>gross floor area</i> 5 per 45 m ² <i>gross floor area</i>
Residential, <i>single</i> , and <i>two-family</i>	2 per <i>dwelling unit</i>
<i>Retail stores</i>	1 per 45 m ² <i>gross floor area</i>
<i>Secondary suite</i>	1 per <i>secondary suite</i>
Stores, personal service	1 per 45 m ² <i>gross floor area</i>
<i>Shopping centre</i>	1 per 13.5 m ² leasable area
Theatre, indoor	1 per 4 seats
Warehouse	1 per 100 m ² <i>gross floor area</i>
<i>Restaurants</i> , licensed public	1 per 4 seats

6.5. USE OF PARKING FACILITIES

- (1) All required off-street *parking spaces* shall be *used* only for the purpose of accommodating the vehicles of clients, customers, visitors, patients, employees, members, residents, or tenants who make *use* of the *principal building* or other *use* for which the *parking area* is provided or required under this Part 6. Such *parking area* shall not be *used* for access, or egress, commercial repair work display, sale, or *storage* of goods of any kind.
- (2) Except in the case of *dwellings* located in residential zones, *hotels* and *motels*, off-street *parking spaces* may be provided and *used* collectively by two or more *buildings* or *uses* provided that the total number of *parking spaces* when *used* together is not less than the sum of the requirements for the various individual *uses* under this Part 6, and that such *parking facilities* shall be located not more than 125 m from any *building* or *use* to be served.

6.6. LOCATION AND SITING OF PARKING FACILITIES

- (1) All required off-street *parking* shall be provided within 125 m of the *building* or *use* to be served, except for residential *uses* in the Residential Urban (R-1), Rural Residential (R-2), Multiple Family Residential (RM-1), Mobile Home Park (MH-2) Zones and *hotel* and *motels uses*, where the off-street *parking* shall be wholly provided on the same *parcel* as the *building* required to be served.
- (2) No part of any *parking area* shall be located closer than 4.0 m to any *multiple family dwelling* unless the *parking area* is included within the *principal building*.

6.7. BICYCLE PARKING FACILITIES

- (1) All *multiple family* residential, office, retail, restaurant, medical clinics, and public facility *uses* shall provide *bicycle parking* in accordance with the following Table.

USE	BICYCLING PARKING REQUIREMENTS
<i>Multiple family</i> residential	One 6 space rack at entrance
Office	1 space per 400 m ² <i>gross floor area</i>
USE	BICYCLING PARKING REQUIREMENTS
Retail and <i>restaurant</i>	1 per 250 m ² <i>gross floor area</i> , minimum 4
Medical clinics	1 per 500 m ²
Public facilities such as town hall, library, community centre	One 6 space rack at entrance

6.8. DEVELOPMENT AND MAINTENANCE STANDARDS

- (1) The location of all points of ingress and egress to a *parking area* shall be located so as to lead directly from a *road* or *lane* to a required *parking space*, either within a *parking garage*, carport, or outside, through the *front yard* or exterior *side yard*.
- (2) Every required off-street *parking space* shall be a minimum of 18.5 m² in area.
- (3) All off-street *parking spaces* shall have:
 - (a) a clear length of not less than 5.5 m;
 - (b) a clear width of not less than 2.75 m;
 - (c) a clear *height* of not less than 2.2 m; and
 - (d) to enable the opening of vehicular doors when a *parking space* adjoins a fence or *structure* over 0.25 m in height the width of the *parking space* shall be increased by 0.25 m on the side or sides which abut such fence or *structure*.
- (4) Adequate provision, by means of unobstructed maneuvering aisles, shall be made at all times for individual vehicles to ingress or egress to all *parking spaces*.

- (5) All *parking areas* shall be provided with curbs to retain all vehicles within such permitted *parking area* and to ensure that required fences, walls, hedges, *landscaped areas*, or *buildings* will be protected from parked vehicles.
- (6) All *parking areas* for 3 or more vehicles shall have a surface that is durable and shall be so graded and drained as to properly dispose of all surface water.
- (7) All *parking areas* shall have individual *parking spaces*, maneuvering aisles, entrances, and exits clearly marked.
- (8) Any lighting used to illuminate any *parking area* or *parking garage* shall be so arranged that all direct rays of light are reflected upon such *parking area*, and not on any adjoining premises.

B. OFF-STREET LOADING

6.9. EXISTING BUILDINGS, STRUCTURES AND USES

- (1) The regulation of off-street loading contained in this Part 6 shall not apply to *buildings, structures* or *uses* existing on the effective date of this Bylaw, except that:
 - (a) off-street loading shall be provided and maintained in accordance with this Part 6 where there is a change in the *primary use*, or where the total floor area is increased in excess of 10 % over the existing floor area; and
 - (b) off-street loading existing on the effective date of this Bylaw shall not be reduced below the applicable off-street loading requirements of this Part.

6.10. UNITS OF MEASUREMENT

- (1) When calculating off-street loading requirements, the *gross floor area* shall include the *floor area* of necessary *buildings* or basements, except where they are *used* for *parking* or heating.

6.11. MIXED OCCUPANCIES

- (1) In the case of mixed *uses*, the total requirements for off-street loading facilities shall be the sum of the requirements for the various *uses* computed separately.

6.12. REQUIRED OFF-STREET LOADING SPACES

- (1) Every owner of *land* which is the site of a *structure* or yard involved in the receipt or delivery of goods or materials by vehicles shall, on the *parcel* in question, provide and maintain 1 off-street loading space for:
 - (a) every 250 m² of floor space, or fraction thereof of *structures* involved in the receipt or delivery of goods or materials by vehicles; and
 - (b) every 250 m² or fraction thereof, of yard involved in the receipt or delivery of goods or materials by vehicles.

6.13. LOCATION AND SITING OF LOADING FACILITIES

- (1) Off-street loading spaces and facilities shall be located on the same *parcel* as the *use* served, but not closer than 8 m to the nearest point of intersection of any two street allowances.

6.14. DEVELOPMENT AND MAINTENANCE STANDARDS

- (1) The location of all points of ingress and egress to a loading area shall be subject to the approval of *Council* under the provisions of the Local Government Act, as may be amended from time to time.
- (2) All off-street loading and unloading spaces shall be of adequate size, and with adequate access to accommodate the types of vehicles which will be loading and unloading, but in no case shall be insufficient to accommodate a vehicle 9.0 m in length, 2.5 m in width, and 4.0 m in *height*.
- (3) All loading areas shall be provided with adequate curbs to retain all vehicles within such permitted loading areas, and to ensure that required fences, walls, hedges, *landscaped areas*, or *buildings*, will be protected from maneuvering vehicles.
- (4) Each loading space shall have a surface that is durable and shall be so graded and drained as to properly dispose of all surface water.
- (5) Any lighting used to illuminate any loading area shall be so arranged that all direct rays of light are reflected upon the loading area and not on any adjoining premises.

PART 7 ZONE REQUIREMENTS

7.1. ZONE DESIGNATIONS

- (1) For the purpose of this Bylaw, the whole of the area within the boundary of the *municipality* is hereby divided into the following zones and their short-title abbreviations:

ZONE	SHORT TITLE
1. Residential Urban	R-1
2. Rural Residential	R-2
3. Multi-Family Residential	RM-1
4. Mobile Home Park	MH-2
5. Commercial Core	C-1
6. Commercial Service	C-2
7. Marine Commercial	M-1
8. Marine Industrial	M-2

a. Marine Industrial	M-2-A
9. Marine Tourist	M-3
10. Light Industrial	I-1
11. Heavy Industrial	I-2
12. Public Use and Parks	P
13. Resource Areas	RS
14. Agricultural	A-1

7.2. BOUNDARIES OF ZONES

- (1) The extent of each zone is shown on the "Schedule B Zoning Map", which is signed by the Mayor and the *Village Administrator* and is attached to, and forms part of this Bylaw hereinafter referred to as the "Zoning Map".
- (2) When the zone boundary is designated as following a *road* allowance or creek, the centre line of such *road* allowance or creek shall be the zone boundary.
- (3) Where a zone boundary does not follow a legally defined line, and where the distances are not specifically indicated, location of the boundary shall be determined by scaling from the Zoning Map.

7.3. ZONE DISTRICTS

7.3.1. RESIDENTIAL URBAN ZONE (R-1)

A. INTENT

(1) This zone is intended for one and *two-family dwellings* on an urban *parcel*.

B. PERMITTED USES

(1) In the Residential Urban Zone (R-1) *land* and *structures* may be *used* only for the following *uses* and densities:

- (a) *accessory buildings* and *structures*;
- (b) *accessory dwelling unit* (1) on *parcels* serviced by the *municipal sewer system*;
- (c) *bed and breakfast* establishment (1);
- (d) *boarding house* (1);
- (e) *childcare* program (1);
- (f) *secondary suite* (1);
- (g) *short term rental* (1);
- (h) *single family dwellings* (2) subject to minimum *parcel* size and maximum *parcel coverage*; and
- (i) *two-family dwelling* or *duplex* (1).

C. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

(1) In the Residential Urban Zone (R-1) the minimum *parcel* size for a *parcel* created under this Bylaw shall be:

- (a) 370 m² for a *single family dwelling*;
- (b) 558 m² for two *single family dwellings*, *two-family dwelling*, *duplex*, or *boarding house*; and
- (c) 12 m *frontage* for the portion of the *parcel* that fronts on the *highway*.

D. SITE COVERAGE

(1) In the Residential Urban Zone (R-1) the *site coverage*, including *buildings*, *structures* and *accessory buildings*, shall not exceed 50 % of the *site area*.

E. MINIMUM SETBACKS

(1) In the Residential Urban Zone (R-1) the following *setbacks* apply to

- (a) *Principal buildings*:
 - (i) *front setback* from a *road* 6.0 m;
 - (ii) *rear setback* from a *road* 6.0 m; and
 - (iii) *side setback* from an adjacent *parcel* 1.5 m, except where the *side setback* flanks a *road*, the *side setback* shall be 3.0 m.

- (b) *Accessory buildings and structures:*
 - (i) front *setback* from a *road* 12.0 m;
 - (ii) rear *setback* from a *road* 1.5 m; and
 - (iii) side *setback* from an adjacent *parcel* 1.5 m, provided that where the *setback* flanks a *road*, the side *setback* shall be 3.0 m.

F. BUILDING HEIGHT

- (1) In the Residential Urban Zone (R-1) the *height* of:
 - (a) *Principal buildings* shall not exceed three *stories* to a maximum of 11.0 m; and
 - (b) *Accessory buildings* shall not exceed 3.5 m.

G. MINIMUM FLOOR AREA

- (1) In the Residential Urban Zone (R-1) the total *floor area* of all *accessory buildings* on a *parcel* shall not exceed 10 % of the *parcel area*.

7.3.2. RURAL RESIDENTIAL ZONE (R-2)

A. INTENT

- (1) This zone is intended for one and *two-family dwellings* on rural *parcels*.

B. PERMITTED USES

- (1) In the Rural Residential Zone (R-2) *land and structures* may be *used* only for the following *uses* and densities:
- (a) *accessory buildings and structures*;
 - (b) *accessory dwelling unit (1)* on *parcels* serviced by the *municipal sewer system*;
 - (c) *agricultural and horticultural use*;
 - (d) *bed and breakfast establishment (1)*;
 - (e) *boarding house (1)*;
 - (f) *childcare program (1)*;
 - (g) *forestry and logging*;
 - (h) *sale of produce grown on site* provided that the sales area does not exceed 46.5 m² and is not located within 5.0 m of any property line;
 - (i) *secondary suite (1)*;
 - (j) *short term rental (1)*;
 - (k) *single family dwelling units (2)*;
 - (l) *two-family dwelling or duplex (1)*; and
 - (m) *veterinary hospitals and kennels*.

C. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Rural Residential Zone (R-2) the minimum *parcel* size for a *parcel* created under this Bylaw shall be:
- (a) 5,000 m² *parcel* size.
 - (b) 50 m *frontage* for the portion of the *parcel* that fronts on the *highway*.

D. SITE COVERAGE

- (1) In the Rural Residential Zone (R-2) the *site coverage* including *buildings, structures* and *accessory building* shall not exceed 33 % of the *site area*.

E. MINIMUM SETBACKS

- (1) In the Rural Residential Zone (R-2) the following *setbacks* apply to:
- (a) *Principal buildings*:
 - (i) *front setback* from a *road* 7.5 m;
 - (ii) *rear setback* from a *road* 7.5 m; and
 - (iii) *side setback* from an adjacent *parcel or road* 3.0 m.

- (b) *Accessory buildings and structures:*
 - (i) not permitted within front *setback* of *principal building*;
 - (ii) rear *setback* from a *road* 1.5 m; and
 - (iii) not permitted within side *setback* of *principal building*.

F. **BUILDING HEIGHT**

- (1) In the Rural Residential Zone (R-2) the *height* of:
 - (a) *Principal buildings* shall not exceed three *stories* to a maximum of 11.0 m; and
 - (b) *Accessory building* shall not exceed 7.5 m.

G1

7.3.3. MULTIPLE FAMILY RESIDENTIAL ZONE (RM-1)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of low-rise *multiple family* housing on a residential *parcel*.

B. PERMITTED USES

- (1) In the Multiple Family Residential Zone (RM-1) *land and structures* may be used only for the following *uses* and densities:
 - (a) *accessory buildings and structures*;
 - (b) *apartments*;
 - (c) *childcare* program;
 - (d) *single family and two-family dwellings, triplexes, or fourplexes*; and
 - (e) *townhouses* or rowhouses.

C. DENSITY

- (1) In the Multiple Family Residential Zone (RM-1) the *density* permitted shall be 40 units per hectare (16 units per acre).

D. MINIMUM SITE AREA

- (1) In the Multiple Family Residential Zone (RM-1) the *site area* shall be:
 - (a) 270 m² for *single family dwellings*;
 - (b) 558 m² for *two-family dwellings*;
 - (c) 1,116 m² for *triplexes or fourplexes*; and
 - (d) 2,232 m² for *apartment buildings and townhouses*.

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Multiple Family Residential Zone (RM-1) the minimum *parcel* size created under this Bylaw shall be:
 - (a) 558 m² *parcel* size; and
 - (a) 15 m *frontage* for the portion of the *parcel* that fronts on the *highway*.

F. SITE COVERAGE

- (1) In the Multiple Family Residential Zone (RM-1) the *site coverage* including all *buildings, structures and accessory buildings* shall not exceed 40 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Multiple Family Residential Zone (RM-1) the following *setbacks* apply:

- (a) *Principal buildings:*
 - (i) front *setback* from a road 6.0 m;
 - (ii) rear *setback* from a road 6.0 m; and
 - (iii) side *setback* from an adjacent *parcel* or road 1.5 m.
- (b) *Accessory buildings and structures:*
 - (i) not permitted within front *setback* of *principal building*;
 - (ii) rear *setback* from a road 1.5 m; and
 - (iii) side *setback* from an adjacent parcel or road 1.5 m.

H. BUILDING HEIGHT

- (1) In the Multiple Family Residential Zone (RM-1) the *height* of:
 - (a) *Principal building:*
 - (i) for *two-family dwellings, triplexes, fourplexes, and townhouses*, the *height* of any *principal building* shall not exceed three *stories* to a maximum of 11.0 m; and
 - (ii) for *apartments*, the height of any *principal building* shall not exceed three *stories* to a maximum of 12.0 m.
 - (b) *Accessory buildings* shall not exceed a height of 4.0 m.

I. MINIMUM FLOOR AREA

- (1) In the Multiple Family Residential Zone (RM-1) the *floor area* of all *accessory buildings* shall not exceed 10 % of the *parcel area* except where the *building* serves as a *parking structure* in which case the *floor area* should not exceed 20 % of the *parcel area*.

7.3.4. MOBILE HOME PARK ZONE (MH-2)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of *mobile home parks* on a residential *parcel*.

B. PERMITTED USES

- (1) In the Mobile Home Park Zone (MH-2) *land* and *structures* may be *used* only for the following *uses* and densities:
 - (a) *bed and breakfast* establishment (1);
 - (b) *boarding house* (1);
 - (c) *childcare* program;
 - (d) *mobile home used as a single family dwelling* (1);
 - (e) *mobile home park*;
 - (f) *short term rental* (1); and
 - (g) *tourist trailer park* and *campground*.

C. CONDITIONS OF USE

- (1) In the Mobile Home Park Zone (MH-2):
 - (a) no more than 25% of a site shall be *used* for tourist accommodation and such tourist accommodation shall be an incidental *use* to the *mobile home park*.
 - (b) *mobile home park*, *tourist trailer park* and *campground* development shall comply with the standards and provisions of the “Village of Port Clements Mobile Home Park, Tourist Trailer Park and Campground Regulation Bylaw No. 196, 1988”; and
 - (c) the minimum *site area* for each *mobile home space* shall be 150 m².

D. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Mobile Home Park Zone (MH-2) the minimum *parcel* size of a *parcel* created this Bylaw shall be:
 - (b) 4,000 m² *parcel* size;
 - (c) 4,000 m² for a *mobile home park*, *tourist trailer park* or *campground*; and
 - (d) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

E. BUILDING HEIGHT

- (1) In the Mobile Home Park Zone (MH-2) the maximum *height* of any *building* or *structure* shall be 7.5 m.

7.3.5. COMMERCIAL CORE ZONE (C-1)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of small-scale *retail* commercial and personal service facilities on commercial *parcels*.

B. PERMITTED USES

- (1) In the Commercial Core Zone (C-1) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) *accessory dwelling unit* (1) on *parcels* serviced by the *municipal sewer system*;
 - (c) banks and financial institutions;
 - (d) *bed and breakfast* establishment (1);
 - (e) *boarding house* (1);
 - (f) business and professional offices;
 - (g) *childcare* program;
 - (h) combined commercial and residential complexes;
 - (i) community halls, libraries, art galleries, theatres, and other cultural *buildings*, but excluding drive-in theatres;
 - (j) government offices;
 - (k) health and fitness clubs, excluding rifle ranges;
 - (l) *hotels* and *motels*;
 - (m) licensed premises;
 - (n) medical and dental clinics;
 - (o) *mobile vendors*;
 - (p) *personal service* establishments (i.e. barbers, beauty salons shoe repair, travel agent, dry cleaner, laundry, photo studios);
 - (q) printing and publishing;
 - (r) public transit depot;
 - (s) public utility *buildings* and *structures* necessary for public service, excluding *storage* repair and manufacturing facilities;
 - (t) *restaurants*, cafes, bistros excluding drive-in *restaurants*;
 - (u) shops and *retail stores* provided that there shall be no outside *storage* or display areas and no sale or service of automobiles;
 - (v) *short term rental* (1);
 - (w) *single family dwelling* (1) as a part of commercial activity and in accordance with the requirements under the Residential Urban Zone (R-1);
 - (x) undertaking parlours and funeral homes; and
 - (y) veterinary hospitals.

C. CONDITIONS OF USE

- (1) In the Commercial Core Zone (C-1) the following conditions apply to combined commercial and residential complexes:
 - (a) the residential *use* shall be contained in the *principal building*;
 - (b) the residential *use* shall be located on the upper floors or behind the commercial *use*;
 - (c) the residential *use* shall have a separate private entrance leading directly to the street; and
 - (d) the Commercial *use* shall provide outdoor recreational space equal to 5.5 m² for each *dwelling unit*.

D. DENSITY

- (1) In the Commercial Core Zone (C-1) the *density* including commercial residential and *accessory uses* shall not exceed a *floor area ratio* of 1:1.

E. MINIMUM SITE AREA

- (1) In the Commercial Core Zone (C-1) the *site area* shall be:
 - (a) 1,115 m² for *hotels* and *motels*; and
 - (b) 368 m² for combined commercial and residential complexes.

F. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Commercial Core Zone (C-1) the minimum *parcel* size for a *parcel* created under this Bylaw shall be:
 - (a) 225 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

G. SITE COVERAGE

- (1) In the Commercial Core Zone (C-1) the *site coverage* including all *buildings*, *structures* and *accessory buildings* may be 100 %.
- (2) *Uses* which require outdoor recreation space may include this space in the *site coverage* calculation.

H. MINIMUM SETBACKS

- (1) In the Commercial Core Zone (C-1) the following *setbacks* apply:
 - (a) rear *setback* from a *road* 3.0 m where there is a *road*, measured from the centre of that *road*; and
 - (b) side *setback* from an adjacent *parcel* 3.0 m only where the abutting *parcel* is zoned for residential *uses*.

I. **BUILDING HEIGHT**

- (1) In the Commercial Core Zone (C-1) the following heights apply:
- (a) *Principal building* shall not exceed three *stories* or 12 m; and
 - (b) *Accessory building* shall not exceed 3.5 m.

J. **MINIMUM FLOOR AREA**

- (1) In the Commercial Core Zone (C-1) the minimum *floor area* for each *use* shall be 55 m².

7.3.6. COMMERCIAL SERVICE ZONE (C-2)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of *retail* commercial and *personal service* facilities, including automotive *uses* on commercial *parcels*.

B. PERMITTED USES

- (1) In the Commercial Service Zone (C-2) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) *accessory dwelling unit* (1) on *parcels* serviced by the *municipal sewer system*;
 - (c) *bed and breakfast* establishment (1);
 - (d) *boarding house* (1);
 - (e) *childcare* program;
 - (f) combined commercial and residential complexes;
 - (g) contractor's offices provided that there shall be no outside *storage* of materials or equipment;
 - (h) *convenience stores*;
 - (i) *gasoline service stations*;
 - (j) general automotive repair services;
 - (k) *hotels* and *motels*;
 - (l) *mobile vendors*;
 - (m) neighbourhood *shopping centre*;
 - (n) personal service establishments (i.e. barbers, beauty salons, shoe repair, travel agent, dry cleaner, laundry, photo studio);
 - (o) printing and publishing;
 - (p) *restaurants*;
 - (q) *retail* sales of *building* supplies;
 - (r) *retail* sales of garden supplies, nursery items, and greenhouses;
 - (s) sale, rental, or lease of motor vehicles;
 - (t) *short term rental* (1);
 - (u) *single family dwelling* (1), according to requirements under Residential Urban Zone (R-1); and
 - (v) undertaking parlor or funeral home.

C. CONDITIONS OF USE

- (1) In the Commercial Service Zone (C-2) the following conditions apply to combined commercial and residential complexes:
 - (a) the residential *use* shall be contained in the *principal building*;

- (b) the residential *use* shall be located on the upper floors or behind the commercial *use*;
- (c) the residential *use* shall have a separate, private entrance leading directly to the street; and
- (d) the Commercial *use* shall provide outdoor recreational space equal to 5.5 m² for each *dwelling unit*.

D. DENSITY

- (1) In the Commercial Service Zone (C-2) the *density* shall not exceed a *floor area ratio* of 1:1.

E. MINIMUM SITE AREA

- (1) In the Commercial Service Zone (C-2) the *site area* shall be 558 m².

F. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Commercial Service Zone (C-2) the minimum parcel size for a parcel created under this Bylaw shall be:
 - (a) 558 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

G. SITE COVERAGE

- (1) In the Commercial Service Zone (C-2) the *site coverage* including *buildings*, *structures* and *accessory buildings* shall not exceed 60 % of the site.
- (2) *Uses* which require outdoor recreational space may include the square footage of the recreational space in the *site coverage* calculation.

H. MINIMUM SETBACKS

- (1) In the Commercial Service Zone (C-2) the *setbacks* shall be:
 - (a) front *setback* from a *road* 7.5 m;
 - (b) rear *setback* from a *road* 6.0 m; and
 - (c) side *setback* from an adjacent *parcel* or *road* 3.0 m except where the abutting *parcel* is zoned for residential *uses* in which case the side *setback* shall be 6.0 m.

I. BUILDING HEIGHT

- (1) In the Commercial Service Zone (C-2) the following heights apply:
 - (a) *Principal building* shall not exceed 9.0 m; and
 - (b) *Accessory buildings* or *structures* shall not exceed 3.6 m.

J. MINIMUM FLOOR AREA

- (1) In the Commercial Service Zone (C-2) the floor area for each *use* shall be 55 m².

7.3.7. MARINE COMMERCIAL ZONE (M-1)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of marinas, including commercial *uses* to service boaters on commercial *parcels*.

B. PERMITTED USES

- (1) In the Marine Commercial Zone (M-1) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*.
 - (b) *bed and breakfast* establishment (1);
 - (c) *boarding house* (1);
 - (d) *childcare* program;
 - (e) combined commercial residential complexes;
 - (f) *hotels* and *motels*;
 - (g) licensed public houses;
 - (h) marinas, including marine service stations;
 - (i) marine freight and salvage;
 - (j) *retail stores*;
 - (k) *restaurants*, excluding drive-ins;
 - (l) *short term rental* (1);
 - (m) *single family dwelling* (1), according to requirements under Residential Urban Zone (R-1); and
 - (n) wharfage, anchorage, dry-docking launching ramps and similar facilities in connection with harbouring and servicing marine craft, including float planes.

C. CONDITIONS OF USE

- (1) In the Marine Commercial Zone (M-1) the following conditions apply to combined commercial and residential complexes:
 - (a) the residential *use* shall be contained in the *principal building*;
 - (b) the residential *use* shall be located on the upper floors or behind the commercial *use*;
 - (c) the residential *use* shall have a separate, private entrance leading directly to the street; and
 - (d) the Marine Commercial *use* shall provide outdoor recreational space equal to 5.5 m² for each *dwelling unit*.

D. DENSITY

- (1) In the Marine Commercial Zone (M-1) the *density* shall not exceed a *floor area* ratio of 0.5:1.

E. MINIMUM SITE AREA

- (1) In the Marine Commercial Zone (M-1) the *site area* shall be:
 - (a) 368 m² for *retail stores*, licensed public houses and *restaurants*;
 - (b) 1,115 m² for *hotels* and *motels*; and
 - (c) 500 m² for all other *uses*.

F. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Marine Commercial Zone. (M-1) the minimum *parcel* size for a *parcel* created under this Bylaw shall be:
 - (a) 368 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

G. SITE COVERAGE

- (1) In the Marine Commercial Zone (M-1) the *site coverage*, including all *buildings*, *structures* and *parking areas* shall not exceed 80 % of the *site area*.

H. MINIMUM SETBACKS

- (1) In the Marine Commercial Zone (M-1) the *setbacks* shall be:
 - (a) rear *setback* from a *road* 3.0 m except where the *natural boundary* of the sea is the rear *lot* line, the provision of this Bylaw Section 4.2 Flood Damage Protection shall apply for all *buildings* and *structures* except those *structures* required for construction of wharves, floats, launching ramps and dry docks, which are exempt from this rear *setback*; and
 - (b) side *setback* from an adjacent *parcel* 3.0 m where the abutting *parcel* is zoned for residential *use*.

I. BUILDING HEIGHT

- (1) In the Marine Commercial Zone (M-1) the following heights apply:
 - (a) *Principal building* shall not exceed 9.0 m; and
 - (b) *Accessory buildings* or *structures* shall not exceed 3.5 m.

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7.3.8. MARINE INDUSTRIAL ZONE (M-2)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of marine and foreshore activities of an industrial nature on an industrial *parcel*.

B. PERMITTED USES

- (1) In the Marine Industrial Zone (M-2) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) *boat building*, marine ways, and boat repairs;
 - (c) caretaker or management staff accommodation;
 - (d) food processing;
 - (e) fuel installations including bulk fuel *storage*, marine and aircraft fueling;
 - (f) industrial port facilities, including barge loading, roll-on-roll off truck facilities, *storage*, and warehousing facilities;
 - (g) log booming, dumping, dryland sorting and de-watering facilities;
 - (h) marine freight and salvage;
 - (i) *restaurants*;
 - (j) sawmill, shake mill, lumber processing and other wood industries requiring water access;
 - (k) *single family dwelling* (1) as an *accessory use*; and
 - (l) wharves, launching ramps, anchoring dry-docking, and similar facilities in connection with harbouring and servicing marine craft, including float planes.

C. CONDITIONS OF USE

- (1) In the Marine Industrial Zone (M-2) one *single family dwelling unit* is permitted providing the *dwelling unit*:
 - (a) is *setback* 7.5 m from the industrial use;
 - (b) has a separate entrance from the outside; and
 - (c) has a minimum floor area of 55 m².

D. MINIMUM SITE AREA

- (1) In the Marine Industrial zone (M-2) the *site area* shall be 1,000 m².

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Marine Industrial Zone (M-2) the minimum *parcel* size for a *parcel* created under this Bylaw shall be:
 - (a) 1,000 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

F. SITE COVERAGE

- (1) In the Marine Industrial Zone (M-2) the *site coverage*, including all *buildings structures* and *parking areas*, shall not exceed 80 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Marine Industrial Zone (M-2) the *setbacks* shall be:
- (a) front *setback* from a *road* 6.0 m;
 - (b) rear and side *setback* from an adjacent *parcel* 6.0 m where the abutting *parcel* is zoned for residential *use*; and
 - (c) where the *natural boundary* of the sea is the rear or side *lot* line the provisions of this Bylaw Section 4.2 Flood Damage Protection shall apply to all *buildings* except those *structures* required for construction of wharves floats, launching ramps and marine ways, which are exempt from this *setback*.

H. BUILDING HEIGHT

- (1) In the Marine Industrial Zone (M-2) the *height* of any *building* or *structure* shall not exceed 12 m.

7.3.8.A. Marine Industrial Zone (M-2-A)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of marine and foreshore activities of an industrial nature on an industrial *parcel*.

B. PERMITTED USES

- (1) In the Marine Industrial Zone (M-2-A) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) boat *building*, marine ways, and boat repairs;
 - (c) dryland log sorting;
 - (d) fuel installations including bulk fuel *storage*, marine and aircraft fueling;
 - (e) food processing;
 - (f) industrial port facilities, including barge loading, roll-on-roll-off truck facilities, *storage*, and warehousing facilities;
 - (g) limited staff accommodation;
 - (h) marine freight and salvage;
 - (i) *restaurants*;
 - (j) sawmill, shake mill, lumber processing and other wood industries requiring water access;
 - (k) *single family dwelling* (1); and
 - (l) wharves, launching ramps, anchoring, dry-docking and similar facilities in connection with harbouring and servicing marine craft, including floatplanes.

C. CONDITIONS OF USE

- (1) In the Marine Industrial Zone (M-2-A) a *single family dwelling unit* is permitted providing the *dwelling unit*:
 - (a) is *setback* 7.5 m from the industrial *use*;
 - (b) has a separate entrance from the outside; and
 - (c) has a minimum floor area of 55 m².

D. MINIMUM SITE AREA

- (1) In the Marine Industrial Zone (M-2-A) the *site area* shall be 1,000 m².

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Marine Industrial Zone (M-2) the minimum *parcel* size of a *parcel* created by this Bylaw shall be:
 - (a) 1,000 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

F. SITE COVERAGE

- (1) In the Marine Industrial Zone (M-2-A) the *site coverage*, including all *buildings*, *structures*, and *parking areas*, shall not exceed 80 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Marine Industrial Zone (M-2-A) the *setbacks* shall be:
- (a) front *setback* from a *road* 6.0 m;
 - (b) rear and side *setback* from an adjacent *parcel* 6.0 m where the abutting *parcel* is zoned for residential *use*; and
 - (c) where the *natural boundary* of the sea is the rear or side *lot* line, the provisions of this Bylaw Section 4.2 Flood Damage Protection shall apply to all *buildings*, except those *structures* required for construction of wharves, floats, launching ramps and marine ways, which are exempt from this *setback*.

H. BUILDING HEIGHT

- (1) In the Marine Industrial Zone (M-2-A) the *height* of any *building* or *structure* shall not exceed 18 m.

I. SCREENING REQUIREMENTS

- (1) In the Marine Industrial Zone (M-2-A) in addition to the *screening* requirements in this Bylaw Section 4.4 Fences, the following *screening* is required along the *natural boundary* of the sea, except for that portion containing an inland berth:
- (a) 10 m buffer containing natural vegetation; and
 - (b) a berm containing natural vegetation on the upland side of the buffer not less than 2.5 m in elevation above the buffer.

J. RESTRICTIONS

- (1) Watering and dewatering of wood are prohibited in this zone.

7.3.9. MARINE TOURISM ZONE (M-3)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of marine *uses* and recreational activities associated with coastal locations on a waterfront *parcel*.

B. PERMITTED USES:

- (1) In the Marine Tourism Zone (M- 3) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *bed and breakfast* establishment (1);
 - (b) *boarding house* (1);
 - (c) boating boat rentals, boat charters and boat leasing;
 - (d) *childcare* program;
 - (e) fishing lodge;
 - (f) float plane docks and helicopters;
 - (g) marinas, boat launching, and boat *storage*;
 - (h) marine freight and salvage;
 - (i) marine gas barge;
 - (j) *mobile vendors*;
 - (k) private recreation facilities;
 - (l) *restaurant*;
 - (m) *short term rental* (1);
 - (n) *single family dwelling* (1) provided such accommodation is for a caretaker and *family* and is necessary for the protection of the business or industry;
 - (o) *single family dwelling unit* (1) for the owners or manager of the fishing lodge;
 - (p) *temporary storage* of fish camp and logging camp equipment; and
 - (q) wilderness retreat.
- (2) No other *accessory uses* of *buildings* and *structures* is permitted.

C. MINIMUM SITE AREA

- (1) In the Marine Tourism Zone (M-3) *site areas* shall be:
 - (a) 930 m² for sites with *municipal water* and *sewer* services;
 - (b) 1,350 m² for sites with *municipal water* services but no *municipal sewer* service; and
 - (c) 2,000 m² for sites with no *municipal water* and *sewer* services.

D. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Marine Tourism Zone (M-3) the minimum *parcel* size of a *parcel* created under this bylaw shall be:

- (a) 2,000 m², provided:
 - (i) where *municipal water* service is available, the *parcel* size shall not be less than 1,350 m²;
 - (ii) where *municipal water* and *sewer* services are available, the *parcel* shall not be less than 930 m²; and
- (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the highway.

E. SITE COVERAGE

- (1) In the Marine Tourism Zone (M-3) the *site coverage*, including *building*, *structures*, *storage*, and outdoor operation areas shall not exceed 80 % of the *site area*.

F. MINIMUM SETBACKS

- (1) In the Marine Tourism Zone (M-3) the *setbacks* shall be:
 - (a) front *setback* from a *road* 7.5 m; and
 - (b) side *setback* from an adjacent *parcel* 4.0 m.

G. BUILDING HEIGHT

- (1) In the Marine Tourism Zone (M-3) the *height* of any *building* or *structure* shall not exceed 12 m.

7.3.10. LIGHT INDUSTRIAL ZONE (I-1)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of light industrial activities and commercial *uses* where such commercial *uses* are an integral part of the industrial operation on an industrial *parcel*.

B. PERMITTED USES

- (1) In the Light Industrial Zone (I-1) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) automobile and recreation vehicle sales services and body shops excluding auto wreckers and junk yards;
 - (c) *building* supply and lumber yards;
 - (d) *childcare* program;
 - (e) contractor offices, shops, and yards;
 - (f) fuel *storage* and wholesale distribution;
 - (g) *gasoline service stations*;
 - (h) industrial and agricultural equipment sales, rentals, and *storage yards*;
 - (i) light manufacturing and assembly, including food processing, machine shops, woodworking shops;
 - (j) mobile and prefabricated home manufacturing, display, and sales;
 - (k) printing and other reproduction processes;
 - (l) public utilities *buildings*, *parking garages*, *storage yards*, repair facilities;
 - (m) *restaurants*;
 - (n) *single family dwelling* (1) as an *accessory use*;
 - (o) transportation depots and facilities including airports;
 - (p) veterinary hospital and kennel; and
 - (q) warehousing, moving and wholesale establishments.

C. CONDITIONS OF USE

- (1) In the Light Industrial Zone (I-1):
 - (a) all industrial activity and *storage* not contained within a *building* shall be enclosed by a wall or solid board fence not less than 2.0 m in *height*; and
 - (b) industrial *uses* that require *storage* of bulk fuels, chemicals, explosives, radioactive material, or other hazardous materials shall not be located in close proximity to adjacent residential, commercial, institutional, recreational, or sensitive environmental areas;

- (c) what constitutes “close proximity” to adjacent *uses* will be determined on a case by case basis following the provincial *Hazardous Waste Regulation* or other legislation, and may vary depending on the adjacent *use*;
 - (d) no *use* shall be permitted which will become an annoyance or nuisance to surrounding *lands* by reason of unsightliness odor, emission, liquid effluents, dust, noise, fumes, or smoke; and
 - (e) *uses* considered offensive under the Public Health Act are strictly prohibited.
- (2) A *single family dwelling* (1) is permitted provided that the *dwelling unit*:
- (a) is *setback* 7.5 m from the Industrial *uses*; and
 - (b) has a separate entrance from the outside.

D. MINIMUM SITE AREA

- (1) In the Light Industrial Zone (I-1) the *site area* is subject to health regulations and inspections and shall be:
- (a) 930 m² for sites with *municipal water* and *sewer* services;
 - (b) 1,350 m² for sites with *municipal water* services but no *municipal sewer* service; and
 - (c) 2,000 m² for sites with no *municipal water* and *sewer* services.

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Light Industrial Zone (I-1) the minimum *parcel* size of a *parcel* created under this bylaw shall be:
- (a) 10,000 m² provided that: (was 2,000 m²)
 - (i) 2,000 m² where *municipal water* service is available;
 - (ii) 930 m² where *municipal water* and *sewer* services are available; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the highway.

F. SITE COVERAGE

- (1) In the Light Industrial Zone (I-1) the *site coverage* including all *buildings* and *structures*, shall not exceed 75 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Light Industrial Zone (I-1) the *setbacks* shall be:
- (a) front *setback* from a *road* 7.5 m; and
 - (b) rear and side *setback* from an adjacent *parcel* or *road* 5.0 m, except where the abutting *parcel* is zoned for residential *uses* in which case the minimum *setback* shall be 7.5 m.

H. BUILDING HEIGHT

- (1) In the Light Industrial Zone (I-1) the *height* of any *building* or *structure* shall not exceed 12 m.

7.3.11. HEAVY INDUSTRIAL ZONE (I-2)

A. INTENT

- (1) This zone is intended to accommodate and regulate the development of those industries which may have a significant impact on other *land uses* on industrial *parcels*.

B. PERMITTED USES

- (1) In the Heavy Industrial Zone (I-2) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) all *uses* permitted in the Light Industrial Zone (I-1);
 - (c) all manufacturing, processing and assembly industries which are not offensive within the meaning of the Health Act, including but not limited to:
 - (i) gravel extraction, *storage*, and processing;
 - (ii) junk yards, auto wreckers;
 - (iii) sawmills and shake mills, lumber processing; and
 - (iv) *storage yard*.
 - (d) clean electrical energy projects such as tidal, geothermal, wind, biomass, and solar;
 - (e) *single family dwelling* (1) as an *accessory use*.

C. CONDITIONS OF USE

- (1) In the Heavy Industrial Zone (I-2):
 - (a) where the Heavy Industrial *use* abuts any zone other than industrial, the Heavy Industrial *use* shall provide a wall or tight board *fence* which provides a complete visual screen not less than 2.0 m in *height*;
 - (b) industrial *uses* that require *storage* of bulk fuels, chemicals, explosives, radioactive material, or other hazardous materials shall not be located in close proximity to adjacent residential, commercial, institutional, recreational, or sensitive environmental areas;
 - (c) what constitutes “close proximity” to adjacent *uses* will be determined on a case by case basis following the provincial *Hazardous Waste Regulation* or other legislation, and may vary depending on the adjacent use;
 - (d) junk yards or auto wreckers:
 - (i) all industrial activity not contained within a *building* shall be enclosed by a wall or tight board *fence* which provides a complete visual screen not less than 2.0 m in *height*;

- (ii) junk yard material not contained within a *building* shall not be piled higher than the enclosing wall or *fence*; and
- (e) a *single family dwelling* (1) is permitted provided that the *dwelling unit*:
 - (i) is *setback* 7.5 m from the industrial *use*; and
 - (ii) has a separate entrance from the outside.

D. MINIMUM SITE AREA

- (1) In the Heavy Industrial Zone (I-2) the *site area* for all permitted *uses* shall be 2,000 m².

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Heavy Industrial Zone (I-2) the minimum *parcel* size of a *parcel* created under this bylaw shall be:
 - (a) 2,000 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

F. SITE COVERAGE

- (1) In the Heavy Industrial Zone (I-2) the *site coverage* including all *buildings, structures, storage* areas and outdoor operations shall not exceed 80 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Heavy Industrial Zone (I-2) the following *setbacks* apply:
 - (a) no *building* or *structure*, except a fence or visual screen shall be located in the following *setbacks*:
 - (i) front *setback* from a *road* 7.5 m; and
 - (ii) rear and side *setbacks* from an adjacent *parcel* or *road* 6.0 m except where the abutting *parcel* is not zoned for industrial *uses* in which case the rear and side *setbacks* shall be 10 m.

H. BUILDING HEIGHT

- (1) In the Heavy Industrial Zone (I-2) the *height* of any *building* or *structure* shall not exceed 12 m.

7.3.12. PUBLIC USE AND PARK (P)

A. INTENT

- (1) This zone is intended to accommodate and regulate the location and development of public institutions and facilities to serve the educational, cultural, and recreational needs of the community on public use *parcels*.

B. PERMITTED USES

- (1) In the Public Use and Park Zone (P) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) *campground* and *tourist trailer park*;
 - (c) *cemeteries*;
 - (d) *childcare* program;
 - (e) *community centres*, *libraries*, and *public recreation facilities*;
 - (f) *float plane docks*, and *storage* for *fish camps*, *fishing lodges*, and *wilderness retreats*;
 - (g) *government offices*;
 - (h) *halls* and *auditoriums*;
 - (i) *helipads*;
 - (j) *hospitals* and *related facilities*, *nursing homes*;
 - (k) *mobile vendors*;
 - (l) *parks* and *playgrounds*, including *tot parcels* and *accessible exercise equipment*;
 - (m) *schools* and *colleges*; and
 - (n) *walking trails* or *board walks* connecting neighborhoods to *schools*, *parks*, and *community facilities*.

C. MINIMUM SITE AREA

- (1) In the Public Use and Parks Zone (P) the *site area* for all permitted *uses* shall be 368 m².

D. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Public Use and Park Zone (P) the minimum *parcel* size of a *parcel* created under this bylaw shall be:
 - (a) 368 m² *parcel* size; and
 - (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

E. DENSITY

- (1) In the Public Use and Park Zone (P):
 - (a) the maximum site *coverage* for all *principal buildings* and *structures* shall not exceed 40 % of the *site area*; and
 - (b) the maximum site *coverage* for all *accessory buildings* and *structures* shall not exceed 20 % of the *site area*.

F. MINIMUM SETBACKS

- (1) In the Public Use and Park Zone (P) the *setbacks* are:
 - (a) front *setback* from the *road* 7.5 m, except where the abutting *parcel* is a school or hospital, in which case:
 - (i) front *setback* from the *road* 15 m; and
 - (ii) rear and side *setbacks* from an adjacent *parcel* or *road* 3.0 m.

G. BUILDING HEIGHT

- (1) In the Public Use and Park Zone (P) the following *heights* apply:
 - (a) *Principal building* shall not exceed 12 m; and
 - (b) *Accessory building* or *structure* shall not exceed 3.6 m.

7.3.13. RESOURCE AREAS ZONE (RS)

A. INTENT

- (1) This zone is intended for outdoor recreation *use*, the protection of natural areas and agriculture on resource area *parcels*.

B. PERMITTED USES

- (1) In the Resource Areas Zone (RS) *land* and *structures* may be *used* only for the following *uses* and *densities*:
 - (a) *accessory buildings* and *structures*;
 - (b) *agricultural uses* including field crops, horticulture, silviculture, poultry, other stock raising and beekeeping;
 - (c) *childcare* program;
 - (d) forestry and logging, but no manufacturing except by a small mill for on-site domestic *use*, provided such operation does not involve outside employees and is not located within 15 m of any property line;
 - (e) gravel extraction, *storage*, and processing;
 - (f) professional practice or *home occupation*;
 - (g) sale of produce grown on the premises provided the sales area does not exceed 46.5 m²;
 - (h) *single-family dwellings* (2) or a *two-family dwelling* (1);
 - (i) *tourist trailer park* and *campground*; and
 - (j) veterinary hospital and kennels.

C. CONDITIONS OF USE

- (1) In the Resource Areas Zone (RS):
 - (a) Resource extraction and logging activities shall provide a buffer to avoid windthrow in areas outside of the harvested area as determined by the public consultation in (c) below; and
 - (b) Resource extraction and logging activities shall only be undertaken after suitable potential impacts of the proposed activity on terrain, water quality and fish habitat, air quality, noise levels, visual landscapes, and recreation assessments have been completed; and
 - (c) Public consultation must occur prior to any new developments in these areas.

D. MINIMUM SITE AREA

- (1) In the Resource Areas Zone (RS) the *site area* shall be 40,000 m².

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) In the Resource Areas Zone (RS) the minimum *parcel* size of a *parcdel* created under this Bylaw shall be:

- (a) 40,000 m² *parcel* size; and
- (b) *frontage* of 1/10 of the perimeter of the *parcel* that fronts on the *highway*.

F. SITE COVERAGE

- (1) In the Resource Areas Zone (RS) the *site coverage* for all *buildings* and *structures* shall not exceed 10 % of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Resource Areas Zone (RS) the following *setbacks* apply:
 - (a) front *setback* from a *road* 7.5 m; and
 - (b) rear and side *setbacks* from an adjacent *parcel* or *road* 4.5 m.

H. BUILDING HEIGHT

- (1) In the Resource Areas Zone (RS) the *height* of any *building* or *structure* shall not exceed 12 m.

7.3.14. AGRICULTURAL (A-1)

A. INTENT

- (1) This zone is intended for increasing the amount of food that is produced and consumed locally, thereby increasing food security, and reducing dependency on off island food sources on agricultural *parcels*.

B. PERMITTED USES

- (1) In the Agricultural Zone (A-1) *land and structures* may be *used* only for the following *uses and densities*:
 - (a) *accessory buildings and structures*;
 - (b) *agricultural uses* including field crops, horticulture, silviculture, poultry, other stock raising and beekeeping;
 - (c) farmers market and *seasonal mobile vendors* of fruit, vegetables, and aquaculture products;
 - (d) green waste and composting;
 - (e) group gardening, gardening cooperatives, community and neighborhood gardens, and greenhouses;
 - (f) professional practice or *home occupation*;
 - (g) sale of produce grown on the premises provided the sales area does not exceed 46.5 m²;
 - (h) seed bank and goods *storage* facilities;
 - (i) *secondary suite* (1); and
 - (j) *single-family dwelling* (1) as an accessory to *agricultural uses*.

C. CONDITIONS OF USE

- (1) In the Agricultural Zone (A-1):
 - (a) water used for large scale commercial agricultural purposes must be from a source other than the municipal domestic water supply; and
 - (b) where proposed development abuts the Agricultural Zone (A-1) agricultural activity shall be protected from negative urban influences through buffers and restrictive covenants.

D. MINIMUM SITE AREA

- (1) If the *parcel* has only one residence, a second residence may be built under certain circumstances:
 - (a) if the *parcel* is 40 hectares or less, two residences: one that is 500 m² or less in total floor area, and one that is 90 m² or less in total floor area; or

- (b) if the *parcel* is larger than 40 hectares, two residences: one that is of any size permitted by the Agricultural Land Commission Act at the time it was built, and one that is up to 186 m² in total floor area.

E. SITE AREA AND PARCEL SIZE FOR SUBDIVISION

- (1) Neither exclusion of *land* from the Agricultural Land Reserve (ALR) nor subdivision of *land* within the ALR is supported.

F. SITE COVERAGE

- (1) In the Agricultural Zone (A-1) the *site coverage* for all *buildings* and *structures* shall not exceed 80% of the *site area*.

G. MINIMUM SETBACKS

- (1) In the Agricultural Zone (A-1) the following *setbacks* apply:
 - (a) front *setback* from a *road* 7.5 m; and
 - (b) rear and side *setbacks* from an adjacent *parcel* or *road* 4.5 m.

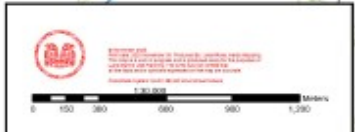
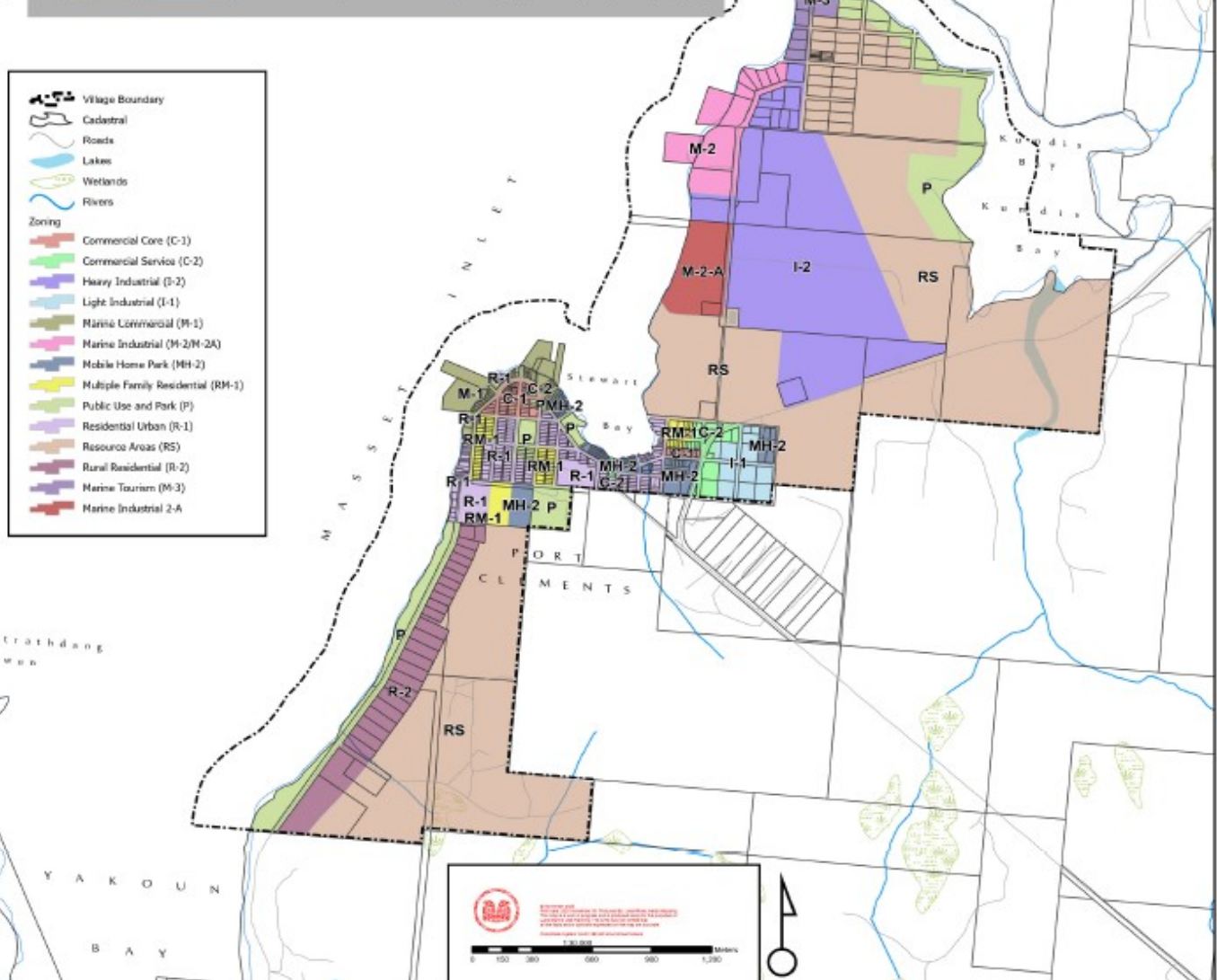
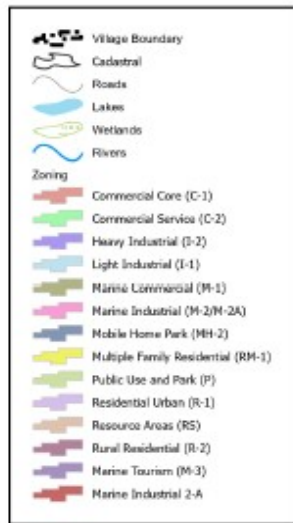
H. BUILDING HEIGHT

- (1) In the Agricultural Zone (A-1) the *height* of any *building* or *structure* shall not exceed 12 m.

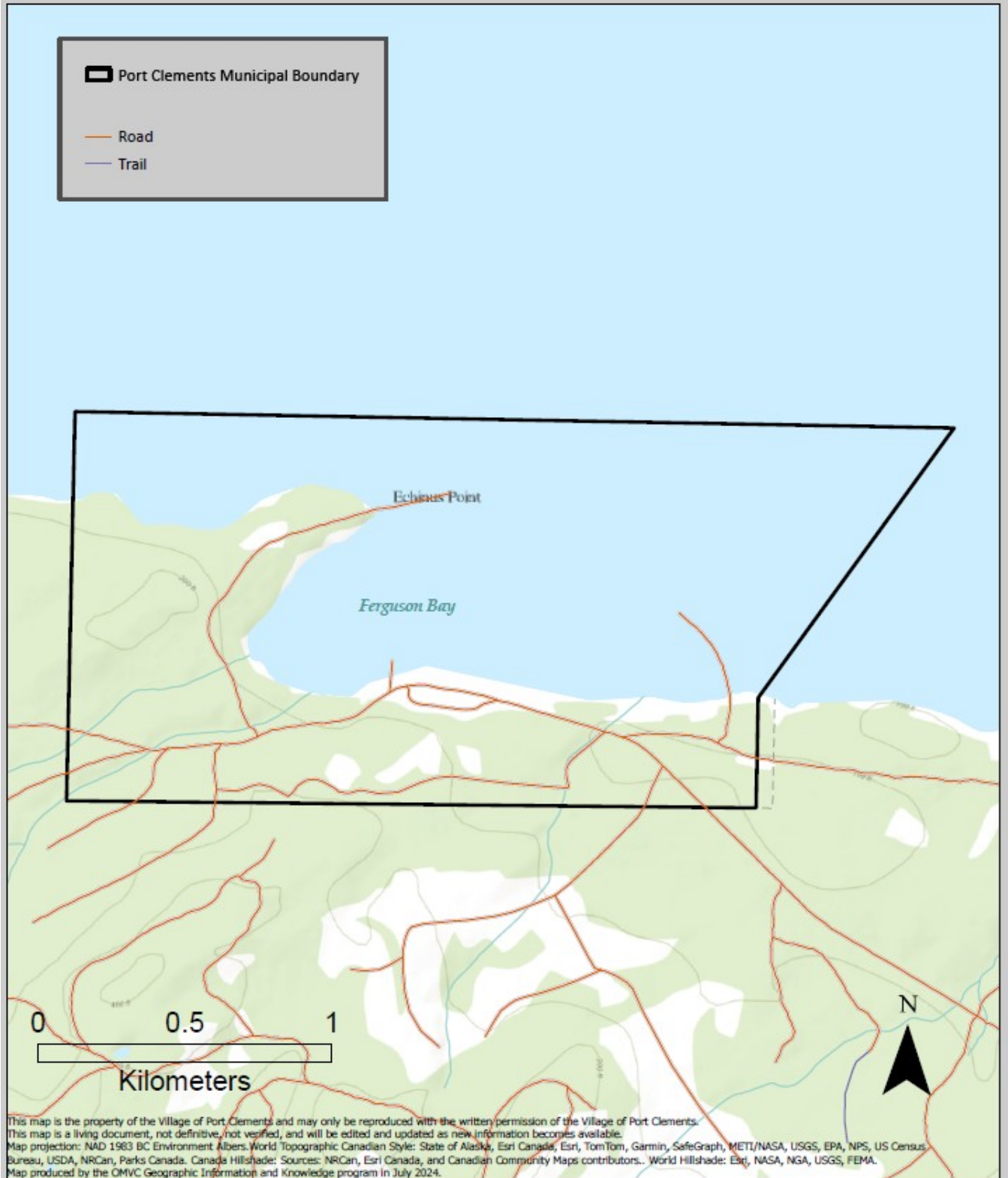
Village of Port Clements

Schedule B Zoning Map

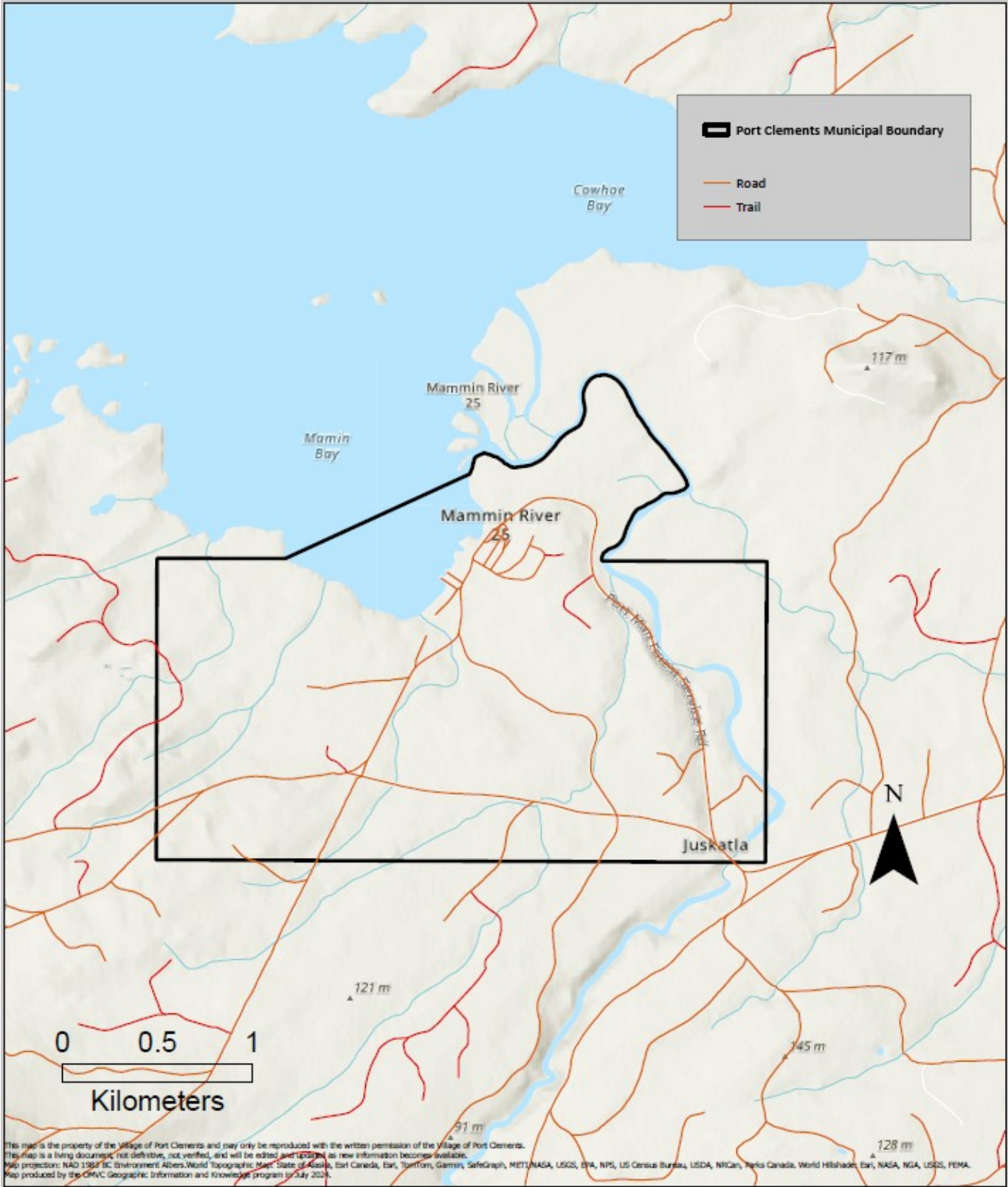
August, 2025



Ferguson Bay- Light industrial



Juskatla - Light Industrial & Residential



VILLAGE OF PORT CLEMENTS SUBDIVISION SERVICING BYLAW



G-2

THE VILLAGE OF PORT CLEMENTS

BYLAW NO. 487, 2024

A bylaw to regulate and require the provision of works and services
in connection with the subdivision and development of land.

WHEREAS the Council of the Village of Port Clements wishes to adopt a Bylaw to regulate and require the provision of *works and services* in respect to *subdivision of land* pursuant to the Local Government Act and the Community Charter;

NOW THEREFORE, the Council of the Village of Port Clements in open meeting, lawfully assembled **ENACTS AS FOLLOWS:**

- (1) The text, schedules and appendices attached hereto and forming part of this Bylaw, are hereby together designated as the Subdivision Servicing Bylaw of the Village of Port Clements.
- (2) Bylaw No. 195, 1991 cited as "The Village of Port Clements Subdivision Servicing Bylaw" and all Bylaws amending No. 195, 1991 are hereby repealed – being bylaw # 316, 2001.
- (3) This Bylaw may be cited for all purposes as "The Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024".

READ A FIRST TIME THIS 17TH DAY OF JUNE 2024.

RECEIVED A PUBLIC HEARING THIS 10th DAY OF September 2024

READ A SECOND TIME THIS __ th DAY OF ____, 2026

READ A THIRD TIME THIS __ th DAY OF ____, 202??.

RECONSIDERED AND ADOPTED THIS __ th DAY OF ____, 202??.

Certified to be a true copy:

Scott Cabianca
Mayor

Marjorie Dobson
Chief Administrative Officer

TABLE OF CONTENTS

PART 1 INTERPRETATION.....	6
1.1 TITLE.....	6
1.3 APPLICATION.....	6
1.4 DEFINITIONS.....	6
PART 2 GENERAL PROVISIONS.....	8
2.1 SEVERABILITY	8
2.2 ADMINISTRATION.....	8
2.3 RECORD KEEPING.....	9
2.4 AUTHORIZATION FOR ENTRY	9
2.5 MEASUREMENTS	9
2.6 COMPLIANCE WITH OTHER REGULATIONS	9
PART 3 REQUIRED WORKS AND SERVICES	9
3.1 WORKS AND SERVICES	9
3.2 HIGHWAY WIDTH.....	9
3.3 ROADS.....	10
3.4 WATER.....	10
3.5 SEWER	10
3.6 DRAINAGE.....	10
3.7 STREETLIGHTING	11
3.8 UNDERGROUND WIRING	11
3.9 OVERHEAD WIRING AND NATURAL GAS.....	11
PART 4 SECURITY	11
4.1 SUBDIVISION	11
4.2 DEVELOPMENT	11
PART 5 FEES.....	12
5.1 APPLICATION FEE.....	12
PART 5 OVERSIZING OF WORKS.....	12
5.1 EXTENDED WORKS AND SERVICES.....	12
5.2 LATECOMER CHARGES AND COST RECOVERY.....	13
PART 6 BYLAW SCHEDULES AND APPENDICES.....	13
6.1 SCHEDULES	14
"A" DESIGN CRITERIA, SPECIFICATIONS AND STANDARD DRAWINGS.....	14

1.0 General.....	14
2.0 Overall Layout.....	15
3.0 Local Improvements	15
4.0 Existing Improvements	15
5.0 Water System	16
6.0 Sewer System.....	17
7.0 Storm Drainage System.....	18
8.0 Roadways	18
9.0 Curbs and Gutters	20
9.0 Sidewalks Walkways	20
10.0 Lot Drainage	21
12.0 Boulevards and Buffer Strips	21
11.0 Parks and Reserves	22
12.0 Traffic Control Devices and Street Name Signs	22
13.0 Gas, Power, Internet, and Telephone Services	22
14.0 Street Lighting.....	23
"B" LEVEL OF WORKS AND SERVICES	24
1.0 Water Service	24
2.0 Sewer Service.....	24
3.0 Drainage	25
4.0 Street Lighting.....	25
5.0 Sidewalks Walkways	25
6.0 Highways	25
7.0 Gas, Power, Internet and Telephone Lines	25
"C" LEVEL OF HIGHWAY WORKS AND SERVICES	26
1.0 Map of Arterial, Collector and Local Roads	26
7.2 APPENDICES.....	27
"A" DRAWING SUBMISSIONS - ACCEPTABLE STANDARDS	27
A.1 Introduction.....	27
A.2 Symbols and Lettering.....	27
A.3 Scales and Dimensioning.....	27
A.4 Information to be Included on Drawings.....	28
A.5 Drawing Submissions.....	31
"B" TYPICAL FORMS AND AGREEMENTS	33
B.1 Servicing Agreement.....	34

B.2 Letter of Credit.....	44
B.3 Permission to Construct	45
B.4 Certificate of Inspection.....	46
B.5 Certificate of Substantial Completion	47
B.6 Certificate of Acceptance	48
B.7 Latecomers Agreement.....	49
B.8 Right-of-Way Agreement.....	57
B.9 Consent to Grant Right-of-Way	63
B.10 Contaminated Site Disclosure Statement.....	64
"C" ADMINISTRATIVE PROVISIONS	65
C.1 Definitions	65
C.2 Construction of Highways	66
C.3 Subdivision Plan.....	66
C.4 Engineering Drawings	66
C.5 Schedule	67
C.6 Inspection.....	67
C.7 Materials.....	67
C.8 Certificate of Substantial Completion	67
C.9 Final Inspection	68
C.10 One Year Guarantee.....	68
C.11 Conveyance of Rights-of-Way and Easements	69
C.12 Legal Surveys	69
C.13 Barricades and Detours	69
C.14 Waiver	69
C.15 Indemnity and Insurance.....	69
C.16 Faulty Material or Workmanship Guarantee	70
C.17 Rebate of Federal Sales Tax	71
C.18 Oversize Works.....	71

PART 1 INTERPRETATION

1.1 TITLE

- (1) This Bylaw may be cited as the "Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024", and further referred to herein as "this Bylaw".

1.2 APPLICATION

- (1) This Bylaw shall be applicable to the entire geographical area of the *municipality* as defined in the Village of Port Clements Zoning Bylaw No. 444, 2024.

1.3 DEFINITIONS

- (1) In this Bylaw, all words and expressions shall have the same meaning assigned to them as like words in the Land Title Act, or as defined in this section, unless the context otherwise requires:

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

"APPROVING OFFICER" means a person appointed under Section 77 of the Land Title Act as an *Approving Officer* for the Village of Port Clements;

~~"BUILDING INSPECTOR" means a person appointed as a Building Inspector for the Village of Port Clements;~~

"CONSTRUCT" when used with respect to *works and services* as referred to in this Bylaw, means to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, rebuild, upgrade, demolish, remove, excavate, or shore;

"CONSTRUCTION COSTS" means the estimated *Construction Costs* of *works and services* as determined by a qualified *professional engineer*;

"CONTRACTOR" means a person having a contract with a *Developer* or the *Village* to *Construct works and services* as required by this Bylaw;

"COUNCIL" means the *Council* of the Village of Port Clements;

"DEVELOPER" means the *owner* of *land*, or appointed agent for the *owner*, in respect of which a *subdivision* application ~~or building permit application~~ has been made;

"HIGHWAY" means a street, *road, lane, pathway, sidewalk, bridge*, or any other public way;

"LAND" means the ground, soil, or earth on, above or below the surface, and includes the surface of water;

"LANE" means a public way or minor street affording only secondary means of access to a *lot*, at the side or rear;

"LOT" means a *parcel*, block, or other area of *land* that has been registered as such in the Land Title Office or developed pursuant to the Condominium Act;

"MEDICAL HEALTH OFFICER" means the official appointed under the Health Act who has jurisdiction over the area in which the *subdivision* or development is located.

"MUNICIPAL DRAINAGE SYSTEM" means a system of works designed and *Constructed* to control the collection, conveyance, and disposal of surface and other water, that is owned and operated by the *municipality*;

"MUNICIPAL SEWER SYSTEM" means a sewage collection and disposal system that is owned and operated by the *municipality* that has been approved under the Waste Management Act and the Public Health Act;

"MUNICIPAL WATER SYSTEM" means a system of waterworks which serves two or more *parcels* and which is owned, operated and maintained by the *municipality* and regulated under the Water Utilities Act;

"MUNICIPALITY" means the Village of Port Clements or the area within the *municipal* boundaries as the context requires;

"OWNER" means a person, registered in the Land Titles Office as the *owner* of *land* or a charge of *land* whether entitled to it, or in a representative capacity or otherwise, and includes "registered owner."

"PARCEL" means a *lot*, block or other area in which *land* is held or into which *land* is *subdivided*, but does not include a *highway*;

"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 in the Province of British Columbia, under the provisions of the Professional Governance Act;

"ROAD" means all *municipal* public rights-of-way designed for vehicular movement and access within the *Village*;

"SECURITY" means cash or a clean, unconditional, irrevocable, and automatically renewing letter of credit drawn on a chartered bank or credit union having a branch in the *Village* at which demand may be made on the letter of credit;

"SERVICING AGREEMENT" means an agreement between the *Developer* and the *Village* for the *Construction* and installation of *works and services* required under this Bylaw pursuant to the Local Government Act;

"SUBDIVIDE or SUBDIVISION" means:

G-2

a) a *subdivision* as defined in the Land Title Act, including the adjustment of existing *parcel* boundaries; or

b) a *subdivision* as defined in the Strata Properties Act;

"SUPERINTENDENT OF PUBLIC WORKS" means the person employed by the Village of Port Clements to manage the day-to-day operations and maintenance of municipal infrastructure;

"VILLAGE" means the Village of Port Clements;

"VILLAGE ADMINISTRATOR" means the Chief Administrative Officer (CAO) of the *Village* of Port Clements;

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

"WORKS AND SERVICES" means any public service, facility, or utility which the *Developer* is required to provide under this Bylaw, and without restricting the generality of the foregoing includes all design, *Construction*, installation and certification of the supply and distribution of water; collection and disposal of sewage and drainage water; street lighting; access *roads*, curbs, gutters, and sidewalks; natural gas, power, telephone, *internet*, and cablevision services;

"ZONE or ZONING" means a *zone* as defined in the Village of Port Clements Zoning Bylaw No. 444, 2024, and amendments thereto.

PART 2 GENERAL PROVISIONS

2.1. SEVERABILITY

- (1) If any section, subsection, sentence, clause, or phrase of this Bylaw is for any reason held to be invalid by the decision of any Court, such decision shall not affect the validity of the remaining portions of this Bylaw.

2.2. ADMINISTRATION

This Bylaw shall be administered by:

- (1) The *Approving Officer* of the *Village* where *works and services* are to be provided because of *subdivision of land*; or
- (2) The *Superintendent of Public Works* of the *Village* where connection to the municipal water and sewer systems are to be provided; or
The *Building Inspector* of the *Village* where *works and services* are to be provided because of an application for a building permit; or
- (3) Some other officer appointed by *Council*.

2.3. RECORD KEEPING

- (1) The *Approving Officer* shall keep a record of all applications submitted under this Bylaw with respect to *subdivisions*, which record shall indicate the final disposition of all such applications thereon.
- (2) The *Superintendent of Public Works* shall maintain a record of all occasions when the provisions of this Bylaw are used under the Community Charter or the Local Government Act to require connection(s) to *Village* infrastructure in accordance with the standards of this Bylaw. The record will show what infrastructure connection(s) were provided, and where.
- ~~The *Building Inspector* shall maintain a record of all occasions when the provisions of this Bylaw are used under the Community Charter or the Local Government Act to require the provision of *works and services* in accordance with the standards of this Bylaw. The record will show what *works and services* were provided and where.~~

2.4. AUTHORIZATION FOR ENTRY

- (1) Employees of the *Village*, or officers appointed by the *Village*, are hereby authorized to enter at all reasonable times upon any such *land*, property, *parcel*, or premises to inspect same and ascertain whether the provisions of this Bylaw are being complied with.

2.5. MEASUREMENTS

- (1) All measurements in this Bylaw are expressed in the metric system.

2.6. COMPLIANCE WITH OTHER REGULATIONS

- (1) Applications for *subdivision* will be reviewed for compliance with the requirements of this Bylaw and other municipal and Provincial legislation.
- (2) Nothing contained in the regulation this Bylaw shall relieve the *owner* or *developer* of any *land* from the responsibility to seek out and comply with all the applicable legislation or regulations applicable to their undertaking.
- (3) Except where a setback of a building or structure in respect to a *highway* is concerned, no *subdivision* shall be *approved* which would cause any existing building or structure, sewage disposal installation or used source of *potable water* to contravene any *zoning*, building or other regulation in force.

~~PART 3~~ REQUIRED WORKS AND SERVICES

3.1. WORKS AND SERVICES

- (1) In determining the *works and services* that will be required to be provided for a particular *subdivision* or *development*, the property *zoning*, current capacity and extent of various services, and the most cost effective way to extend the services must be considered.

- (2) The requirements for *works and services* can be found in Part 7 Bylaw Schedules and Appendices, of this Bylaw.

3.2. HIGHWAY WIDTH

- (1) Throughout the *municipality*, and in accordance with the following uses of *highways*, the *subdivider* or *developer* shall provide *land* for *highways*, without compensation, as follows:
 - (a) for motor vehicle use, *land* not exceeding 20 m in width; or
 - (b) to widen an existing local *highway* that borders on or is within the *subdivision* development no more than the lesser of:
 - i) 10 m in width; or
 - ii) the difference between the current width of a local *highway* and 20 m; but
 - (c) notwithstanding subsection (a) of this Part, additional width may be required pursuant to Section 513 of the Local Government Act; and
 - (d) *lanes* for motor vehicle use, where deemed necessary pursuant to Section 75(1)(d) of the Land Title Act, shall have a minimum width of 6 m; but
 - (e) *walkways* for pedestrian use only shall have a minimum width of 3 m.

3.3. ROADS

- (1) All *highways*, *sidewalks*, and *walkways*, and *boulevards* shall be located, *Constructed*, and otherwise meet the standards found in Schedule "A" Design Criteria, Specifications and Standard Drawings, of this Bylaw.
- (2) *Highways*, *sidewalks* and *walkways*, and *boulevards* shall be provided in all *subdivisions* and developments in accordance with Schedules "B" Level of Works and Services, and "C" Level of Highway Works and Services of this Bylaw.

3.4. WATER

- (1) In all *subdivisions* and developments where a water distribution system, and a fire hydrant system, is required or, where no *municipal water system* is required and each newly created *parcel* is to be provided with a source of *potable water*, each shall be located, *Constructed*, and otherwise meet the standards found in Schedule "A" Design Criteria, Specifications, and Standard Drawings, and "B" Level of Works and Services, of this Bylaw.

3.5. SEWER

- (1) In all *subdivisions* and developments where a sewage collection system is required or where no *municipal sewer system* is required and each newly created *parcel* is to be provided with an area of soil capable of disposing of a specified amount of effluent, each shall be located, *Constructed*, and otherwise meet the standards found in Schedules "A" Design Criteria, Specifications, and Standard Drawings, and "B" Level of Works and Services, of this Bylaw.

3.6. DRAINAGE

- (1) In all *subdivisions* and developments where a drainage collection system or a drainage disposal system is required, each shall be located, *Constructed*, and otherwise meet the standards found in Schedules “A” Design Criteria, Specifications, and Standard Drawings, and “B” Level of Works and Services, of this Bylaw.

3.7. STREET LIGHTING

- (1) In all *subdivisions* and developments where street lighting is required, each shall be located, *Constructed*, and otherwise meet the standards found in Schedules “A” Design Criteria, Specifications, and Standard Drawings, and “B” Level of Works and Services, of this Bylaw.

3.8. UNDERGROUND WIRING

- (1) In all *subdivisions* and developments where underground wiring is required, each shall be located, *Constructed*, and otherwise meet the standards found in Schedules “A” Design Criteria, Specifications, and Standard Drawings, and “B” Level of Works and Services, of this Bylaw.

3.9. OVERHEAD WIRING AND NATURAL GAS

- (1) Overhead wiring may be considered at the discretion of the *Approving Officer* for some *subdivisions*; and, where such overhead wiring is to be provided, it shall be located, *Constructed*, and otherwise meet the standards found in Schedule “A” Design Criteria, Specifications, and Standard Drawings, of this Bylaw.
- (2) Natural gas services may, at the *owner’s* option, be provided for some *subdivisions*; and, where such natural gas services are to be provided, they shall be located, *Constructed*, and otherwise meet the standards found in Schedule “A” Design Criteria, Specifications, and Standard Drawings, of this Bylaw.

PART 4 SECURITY

4.1. SUBDIVISION

- (1) Where all *works and services* required to be *constructed* or installed at the expense of the *subdivider* are NOT *constructed* or installed, before the *Approving Officer* approves the *subdivision*, *security* shall be deposited with the *municipality* in the form of:
 - (a) a cash deposit; or
 - (b) an irrevocable letter of credit from a financial institution acceptable to the *municipality*, in the amount of 120% of the *Construction Cost* as estimated by and satisfactory to the *Approving Officer*.

4.2. DEVELOPMENT

- (1) All *works and services* required to be *constructed* and installed at the expense of the *developer* pursuant to the Community Charter, **must be constructed** or installed, before the *Superintendent of Public Works* will approve connection(s) to *Village* infrastructure.
- (2) The *Superintendent of Public Works* will only approve connection(s) to *Village* infrastructure for public use, commercial use or large capacity/apartment use buildings, once the *Developer* provides signed and sealed certification from the *Developer's Professional Engineer* that the building is fit for its intended purpose.
~~Where all *works and services* required to be *constructed* and installed at the expense of the *developer* pursuant to the Community Charter, that are NOT *constructed* or installed, before the *Building Inspector* issues the building permit, *security* shall be deposited with the *municipality* in the form of:~~
 - ~~(a) a cash deposit; or~~
 - ~~(b) an irrevocable letter of credit from a financial institution acceptable to the *municipality*, in the amount of 120% of the *Construction Cost* as estimated by and satisfactory to the *Building Inspector*.~~

PART 5 FEES

APPLICATION FEE

- (1) Pursuant to Section 462 of the Local Government Act, a fee of \$25.00 CANADIAN DOLLARS for the first *parcel* created by *subdivision* and \$10.00 CANADIAN DOLLARS for each additional *parcel* is payable to the *municipality*.
- (2) No other fees may be levied. (Moved to Fee Setting Bylaw 484, 2023 – rate under review)

PART 5 OVERSIZING OF WORKS

5.1 EXTENDED WORKS AND SERVICES

- (1) Where an *owner* in accordance with this Bylaw provides a *highway*, water, sewer, or drainage facilities that serve *land* other than the *land* being *subdivided* or developed, and:
 - (a) the *municipality* has required that the *owner* provide excess or extended *highway*, water, sewer, or drainage facilities; and
 - (b) the *municipality* has considered the cost of providing such services in whole or in part would be excessive; and
 - (c) the *municipality* has:
 - i) determined the portion of the cost of providing excess extended services;
 - ii) determined which part of excess or extended services will benefit each *parcel* served; and
 - iii) imposed as a condition of an *owner* connecting to or using the excess or extended service, a charge related to the benefit under (ii); then

- iv) the *owner* may be eligible for latecomer charges and cost recovery under Section 6.2 of this Bylaw.

5.2 LATECOMER CHARGES AND COST RECOVERY

- (1) Pursuant to Section 508 of the Local Government Act, if an *owner* in accordance with this Bylaw, is required to pay all or part of the cost of providing a *highway*, water, sewer, or drainage facilities that serve *land* other than the *land* being *subdivided* or developed, the *municipality* must pay the *owner*:
 - (a) all the latecomer charges collected under Section 508(1)(c) of the Local Government Act, if the *owner* pays all the *Construction Costs*; or
 - (b) a corresponding portion of all latecomer charges collected if the *owner* pays a portion of the *Construction Costs*.

PART 6 BYLAW SCHEDULES AND APPENDICES

6.1 SCHEDULES

The following Schedules are attached to and form part of this Bylaw:

- “A” Design Criteria, Specifications and Standard Drawings
- “B” Level of Works and Services
- “C” Level of Highway Works and Services

6.2 APPENDICES

The following Appendices are attached for information purposes only and do not form part of this Bylaw:

- “A” Drawing Submissions – Acceptable Standards
- “B” Typical Forms and Agreements
- “C” Administrative Provisions

Subdivision Servicing Bylaw No. 487, 2024

Schedule “A”

Design Criteria, Specifications and Standard Drawings

Minimum design standards for the development of residential *subdivisions*.

1.0 GENERAL

- (1) Development of new areas requires the *subdivision of land* in accordance with the procedures and requirements set out in the Local Government Act and Land Title Act. Prior to submitting a formal application for *subdivision*, the *developer* is requested to present a preliminary proposal to the *Village Administrator* at an early stage so that the proposal can be reviewed and commented on prior to the *Approving Officer* evaluating the formal application for *subdivision* and development.
- (2) The *developer* will be responsible for all work carried out. The *developer* shall engage a qualified *professional engineer* to undertake all the engineering for the municipal services to be *Constructed* and installed as part of the proposed development. Such *professional engineer* shall design these services in accordance with accepted engineering practices and to the minimum standards as set out herein or established by government bodies. The *developer’s professional engineer* shall:
 - (a) submit to the *Village* for *approval*, two (2) complete sets of plans and specifications of all *Construction* proposed a minimum of 30 days before *Construction* is to commence;
 - (b) supervise the *Construction* and installation of the municipal services;
 - (c) complete and submit “as built plans” (original or good quality copies) within 90 days of completed *Construction*.
- (3) The *Village* will confirm formal acceptance of the completed works in writing:
 - (a) after expiration of a one-year maintenance period; and
 - (b) a final inspection indicating no deficiencies; however,
 - (c) any work required under the maintenance bond will be referred to the *developer’s professional engineer* for proper action by the *contractor*.
- (4) Following formal acceptance, the *Village* will undertake normal maintenance caused by the *developer’s* or by the builder’s operations.
- (5) No *Construction* of works shall be undertaken until a Subdivision Servicing Agreement between the *Village* and the *developer* has been signed and the plans and specifications of the proposed *Construction* are approved by the *Council* or the *Village Administrator*.
- (6) Any of the services to be installed by the *developer* shall be installed in such a manner as to least interfere with existing services.

2.0 OVERALL LAYOUT

- (1) The proposed development shall be laid out and designed having regard to the overall development of the *Village* and possible future expansions of abutting areas. Tie-ins to existing developments shall not create overloads on existing services. The inclusion of oversized services to provide sufficient capacity for future developments shall be carried out at the expense of the *developer*, or as specifically agreed to.
- (2) The concepts of layout such as size of *lots*, *back lanes* or *laneless subdivision*, widths of rights-of-way for traffic and other services, park reserves and school sites, densities, and *zoning*, should be approved in principle by the *Village* and the planning authorities prior to submission of detailed plans, so that any necessary or desirable revisions can be incorporated without requiring major changes.
- (3) Rights-of-way shall be provided for all utilities not located on streets, *lanes*, or utility *lots*, including rights-of-way for ditches or watercourses accommodating surface runoff.

3.0 LOCAL IMPROVEMENTS

- (1) Local improvements shall be interpreted to include the following:
 - (a) water mains including all fittings, valves, and hydrants;
 - (b) water service connections to the property line;
 - (c) sewer mains;
 - (d) sewer connections to the property line;
 - (e) storm drainage system;
 - (f) *lane* grading and gravelling;
 - (g) *roads*;
 - (h) off-road natural or gravel walkways for pedestrians;
 - (i) street lighting, phone, internet, and underground services;
 - (j) overhead electric power distribution (minimum standard);
 - (k) landscaped boulevards, parks, buffer strips, and other dedicated *lands*;
 - (l) traffic signs and street signs.
- (2) The type and extent of servicing shall be in accordance with the Development Agreement.
- (3) The standards outlined herein are intended to be the minimum standards. Where conditions dictate and good engineering practice requires, higher standards than those indicated shall be incorporated into the design.
- (4) It shall be the *developer's* responsibility to develop the *subdivision* in accordance with standards which are acceptable to the *Village* and which conform to good engineering and *Construction* practices (20 year design).

4.0 EXISTING IMPROVEMENTS

- (1) Approval shall be obtained from the *Village Administrator* 48 hours prior to closing of developed *roads* or shutting off existing utility service when required for *Construction*.
- (2) Developed *roads* shall be returned to their original standard.

- (3) Where it is necessary to excavate an existing *road* or *lane* for the purpose of providing an open trench crossing (for water main, sewer main, gas main, internet, power, or telephone cable, etc) such excavations must be backfilled with compacted sand and/or gravel material to the satisfaction of the *Village Administrator*.

5.0 WATER SYSTEM

- (1) Design:
 - (a) The system shall be designed as part of the overall or ultimate Village system for peak hour consumption plus fire flows.
 - (b) Velocities at maximum flows shall be under 1.5 m per second.
 - (c) The system shall be designed in accordance with recommended standards and design manual of the American Water Works Association (AWWA).
 - (d) The system shall be designed to meet Canadian Underwriter Association recommended standards.
- (2) Water Main:
 - (a) Minimum 6 inch diameter unless otherwise approved.
 - (b) Pipe shall be PVC pressure pipe C900 or approved equal.
 - (c) All mains shall be installed to aluminum depth of 4 feet of cover below finished grade.
 - (d) Main sizes may be increased as considered necessary by the *municipality* to accommodate future development.
- (3) Hydrants:
 - (a) Maximum spacing 152.4 m in any direction.
 - (b) Hydrants are to be 0.6 m clear of curb lines.
 - (c) Hydrants shall be of a type meeting the Village Fire Department standard, complete with:
 - (i) two 2 ½ inch hose nozzles; and
 - (ii) threads on hose and pumper connections of the same standard as presently in use in the *Village*.
 - (d) Hydrants shall be located to conform with sidewalk design.
 - (e) When hydrants installed by the *developer* are required to be relocated, the *developer* will assume full responsibility.
- (4) Valves:
 - (a) Valves on mains are to be located at the extended property line of street intersections.
 - (b) Enough valves shall be provided so that no more than 3 valves must be closed to isolate any one section of water main.
 - (c) Valves shall be iron body, bronze mounted gate valves with a non-rising spindle which opens by turning in a counter clockwise direction.
 - (d) All valves are required to have valve boxes with operating stem and nuts.
 - (e) Each hydrant lead shall have an isolating valve.
- (5) Service Connections:

- (a) Minimum $\frac{3}{4}$ inch diameter.
 - (b) Corporation stop to be provided at the mains.
 - (c) The curb stop on each service connection shall be placed at the centerline of each *lot* 30 cm off the property line or as otherwise approved by the *Village*.
 - (d) Pipe shall be Type K copper.
 - (e) All service lines shall be installed to a depth of 92 cm of cover (including “goose neck” or bend off the main).
- (6) Testing and Disinfection:
- (a) Leakage testing and disinfection shall be carried out in accordance with AWWA standards.

6.0 SEWER SYSTEM

- (1) Design Loading:
- (a) Sewage loadings are to be determined based on a minimum population density of 22 persons per acre and per capita sewage flow of 80 igpd.
 - (b) Mains shall be sized to carry peak hourly flows plus an allowance for infiltration.
- (2) Infiltration:
- (a) In areas where the ground water rises to or higher than the sewer pipe invert, the sewer mains shall be designed and installed to be water tight.
 - (b) The main shall be tested for water tightness by either an infiltration or exfiltration test, which must be witnessed by the *Village*.
 - (c) Maximum allowable leakage is 378 liters (100 gallons) per day per 2.5 cm (inch) of diameter per 1.6 km (mile) of main with a 60 cm (2 foot) hydrostatic head of water.
- (3) Manholes:
- (a) Concrete manholes shall be a minimum of 48 inch inside diameter in the main portion of the structure.
 - (b) Frames and covers shall be of cast iron, asphalt dipped and of *Construction* equal to the *Village's* standard.
 - (c) Spacing of manholes should not exceed 122 m (400 feet).
 - (d) All joints shall be designed and *Constructed* to be water tight.
- (4) Pipe:
- (a) Minimum 8 inch diameter.
 - (b) Minimum depth to invert is 1.5 m (5 feet) unless otherwise approved.
 - (c) Minimum grades for pipes shall be as recommended by the Ministry of Environment.
 - (d) Type of pipe subject to the Approval of the *Village*.
- (5) Service Connections:
- (a) Minimum 4 inch.
 - (b) Under no circumstances will roof or surface drainage from buildings be permitted into the service or the sewer system.

7.0 STORM DRAIN SYSTEM

- (1) General:
 - (a) the requirement for storm drainage shall be dependent upon the type of development, the drainage area, and the length of surface drainage runs.
 - (b) Open ditches along the streets and *lanes* within the *subdivision* will not be accepted.
- (2) Design Formula:
 - (a) Storm drainage mains shall be designed in accordance with the Rational Method of Storm Sewer Design and according to the formula of:
Q = CIA where Q = discharge in cfs
A = area in acres
I = rainfall intensity
C = runoff coefficient ("C" for residential areas shall be 0.35)
- (3) Pipe Sizes:
 - (a) Minimum 10 inch diameter.
- (4) Manholes:
 - (a) Same as for sewers.
- (5) Catch Basins:
 - (a) Surface water shall not be permitted to run a distance greater than 366 m (1,200 feet) along *roadways* providing the flow along the street is less than 2.5 cfs.
 - (b) For flows greater than 2.5 cfs, limit runoff distance along curbs to 243 m (800 feet).

8.0 ROADWAYS

- (1) Low Volume Road Design:
 - (a) The decision to surface the *road* with gravel, seal coat, or asphalt pavement will be made at the discretion of the *Statutory Approving Officer* based on consideration of proximity to a batch plant, availability of materials, proximity to the *Village* core, and whether more than 4 lots under 2 ha (5 acres) each are being created.
 - (b) Roads in residential subdivisions must meet at minimum, the standard of the BC Supplement to TAC Geometric Design Guidelines for Low Volume Roads, Chapter 500, Category "A", and the requirements of Subdivision Roads, under Chapter 1400, as amended from time to time.
 - (c) The BC Supplement to TAC Geometric Design Guidelines, as amended from time to time, lays out the expected Subdivision Road Construction standards and specifications for gravel, seal coat and asphalt paving.
- ~~(2) Road Width:~~
 - ~~(a) Road widths shall be designed in conjunction with curb and gutter to satisfy traffic requirements. Minimum requirements are as follows:~~
 - ~~(i) 8.5 m along ornamental parks or undevelopable *land* and utilizing parking on~~

- one side only;
 - (ii) 9.5 m for local residential streets (cul de sacs, short crescents);
 - (iii) 11 m for basic residential streets;
 - (iv) 12 m for collector streets; and
 - (v) 14.5 m for arterial streets.
 - (b) Road width is measured curb to curb (measured at bottom of curb face).
- (3) Grades:
 - (a) Minimum grade on paved roads shall not be less than 0.4% for straight tangents and 0.6% along curves.
 - (b) Maximum grade on residential low volume roads shall not exceed 6.0% unless otherwise approved.
 - (c) All roads shall be crowned at a slope of 0.5 cm to 0.8 cm to 30 cm.
 - (d) Vertical transition grade changes are not to be greater than 1.0% change in 12 m. A vertical curve design to meet this requirement is acceptable.
- (4) Design Speed:
 - (a) All roads classified as collector streets shall be designed for 50 km/hour.
 - (b) Arterial streets shall be designed for 65 km/hour or as required by the Village.
- (5) Clearing and Grubbing:
 - (a) All trees, stumps, shrubs, debris, etc shall be removed and disposed of for the full width of the right of way.
- (6) Right-of-Way Grading:
 - (a) The area between the back of each curb or sidewalk and property shall be graded to provide a uniform slope to the finished grade at the property line as established on the subdivision plan.
- (7) Sub base Construction:
 - (a) The subgrade shall be excavated or filled to the required grade over the full width of the road.
 - (b) Where earth fill is required, it shall be placed in lifts not exceeding 15 cm in depth and each lift shall be thoroughly compacted to a minimum of 95% of Standard Proctor Density.
 - (c) The subgrade shall be graded to conform to the required longitudinal grade and crown of the roadway and the top 15 cm depth shall be compacted to 100% of Standard Proctor Density.
- (8) Base Course Construction:
 - (a) The base course shall not be less than the equivalent of 15 cm of soil cement or an alternative design as approved by the Village, to meet subbase and traffic requirements.
 - (b) Refer to design of pavement.
- (9) Asphalt Surface:
 - (a) Asphalt surface shall not be laid until the base course has been inspected and approved by the Village.

- (b) Asphalt materials, mixing, spreading, and rolling shall conform to good practice.
- (c) 5 cm minimum compacted thickness of hot mix asphaltic concrete shall be placed on all residential streets.
- (d) The asphalt hot mix concrete pavement shall meet the following test requirements:

Test	Limits
Marshall Stability	Minimum 750
Flow	Minimum 8 — Maximum 16
% Voids Total Mix	3 — 5
% Voids in Mineral Aggregate	14+

(10) Lanes:

- (a) Lanes shall be graded as outlined for subbase Construction.
- (b) Lanes shall be gravelled with a minimum 7.5 cm of 1 inch minus well graded crushed gravel, spread over prepared subgrade, 4.25 m wide.

9.0 CURBS AND GUTTERS

- (1) Standard curb and gutters shall be Constructed in accordance with the Village's standards for these structures, or as approved, and as follows:
 - (a) Curbs and gutters shall all be Constructed before placing the base course.
 - (b) Concrete 3500 psi — 5% to 8% air entrained;
 - (c) 7.6 m (25 feet) minimum curb radius at street intersections.
 - (d) 12 m (40 feet) minimum curb radius within cul de sacs.
 - (e) 45 m (150 feet) maximum expansion joint placement, and at every point of tangency.

10.0 WALKWAYS

- (1) Walkways in residential subdivisions must meet at minimum, the standard of the Master Municipal Construction Documents (MMCD), as amended from time to time, which lays out the expected construction standards and specifications for natural walkways.
- (2) The BC Active Transportation Design Guide, Rural Pedestrian Design Considerations, as amended from time to time, should also be consulted to ensure accessibility is considered in walkway design.

Requirement:

 - (a) Sidewalks shall be provided along both sides of the street.
 - (b) Sidewalks may be either separate, or of monolithic design together with the curb and gutter, or as required by the Village.

Dimensions:

 - (a) 122 cm (48 inches) minimum width.
 - (b) 11.5 cm (4 ½ inches) minimum normal thickness.
 - (c) 15 cm (6 inches) minimum thickness for all private driveways.

~~(d) — 18cm (7 inches) minimum reinforced thickness for commercial crossings.~~

~~(e) — 152 cm (5 feet) intervals for construction joint markings.~~

~~Finishing:~~

~~(a) — Sidewalks shall be edged and brush finished.~~

~~(b) — Expansion joints, using remolded non-extrusive material 1.27 cm (1/2 inch) by 10 cm (4 inches) shall be *constructed* every 45 m (150 feet), on either side of driveways and at every point of change in direction.~~

~~Concrete:~~

~~(a) — Concrete 3500 psi — 5% to 8% air entrained;~~

~~Grades:~~

~~(a) — Grades shall be provided by the *developer's professional engineer*.~~

~~(b) — Minimum sidewalk cross slope of 1/4 to 3/8 inch per foot of width down toward the roadway.~~

~~Base:~~

~~(a) — Subgrade shall be graded or filled to the required grade and cross section of sidewalk.~~

~~(b) — Where fill is required, it shall consist of approved material compacted to a minimum of 95% Standard Proctor Density.~~

~~(c) — The sidewalks shall be *Constructed* on 5cm (2 inches) of approved compacted granular base material.~~

11.0 LOT DRAINAGE

(1) Plan:

(a) The *developer* shall submit to the *Village* an overall plan of the area to be developed on which shall be indicated the following information:

- (i) proposed top of curb elevation at centre of *lot*;
- (ii) proposed *lot* corner grades;
- (iii) proposed ground at house;
- (iv) invert of sewer; and
- (v) direction of drainage.

(2) Retaining Walls:

(a) Where extremes in elevation of abutting *lots* require the *construction* of a retaining wall, such shall be indicated on the plan and ~~the *Village* will not consent to infrastructure connections no building permit will be issued~~ without a commitment by either *owner* of the two *lots* involved to *construct* such retaining wall at the time of *construction* of the proposed home.

(3) Design:

(a) In general, the *lot* layouts shall be such that they will have:

- (i) 2% minimum front yard slope (measured from the grade at the house to the ~~walkway sidewalk~~).
- (ii) 2% minimum back yard slope.

- (b) In cases where the back yard slope is towards the house:
 - (i) runoff must be kept at least 3 m (10 feet) away from the house;
 - (ii) some drainage can flow along the driveway side of the house, across the driveway, onto the *road*.

BOULEVARDS AND BUFFER STRIPS

(1) Grading:

(a) Final grade shall be filled with a minimum of 10 cm (4 inches) of topsoil on:

(i) all boulevard areas (between sidewalk and curb and gutter or between curbs);

and

(ii) buffer strips.

(2) Grades:

(a) 9 mm (3/8 inch) per 30 cm (foot) minimum cross slope across boulevards.

(b) Terms or elevated contours shall be utilized for sound abatement as required by the *Village*.

(3) Trees:

(a) Trees shall be planted along the buffer strip, and must be:

(i) 1.8 m (6 feet) high minimum; and

(ii) spaced a maximum of 12 m (40 feet) or 1 tree per 93 square m (1,000 square feet), whichever is greater.

12.0 PARKS AND RESERVES

(1) Grading:

(a) Areas designated as parks and reserves within the *subdivision* area shall be:

(i) shaped and filled to final grade with 10 cm (4 inches) of topsoil; and

(ii) seeded with a variety of grass approved by the *Village*.

(2) Landscaping:

(a) Shrubs and 1.8 m (6 foot) high trees shall be planted at a minimum density of 1 tree or shrub per 93 square m (1,000 square feet) of grass area.

(3) Utility Service:

(a) 1 sewer and water service complete with surface connection shall be installed at an approved location in each designated park area involving playground or public use.

(b) Ornamental parks only require 1 water service complete with surface connection.

(c) Water service to be a minimum of 1 inch diameter.

13.0 TRAFFIC CONTROL DEVICES AND STREET NAME SIGNS

(1) Traffic Signs:

(a) Standard traffic signs and traffic control devices shall be installed by the *developer*.

(b) Signs shall be in accordance with the Manual of Uniform Traffic Control Devices of the Canadian Good Road Association.

- (2) Street Signs:
 - (a) Reflectorized street name signs, of the type and color satisfactory to the *Village*, mounted on 2 inch diameter posts shall be installed by the *developer* in the area to be developed.

14.0 GAS, POWER, INTERNET, AND TELEPHONE SERVICES

- (1) Installation:
 - (a) The gas, power, internet, and telephone services to be installed shall be arranged between the *developer* and the respective utility companies.
 - ~~(b) These services shall be underground, except for power distribution.~~
 - (c) Any cost for these services charged by the respective utility companies, shall be paid by the *developer*.
- (2) Right-of-Way:
 - (a) The *developer* shall provide rights-of-way in each *subdivision*, or register easements in the name of the *Village* for the purpose of the utility services of sufficient size and location to the satisfaction of the utility companies.
 - (b) Easements shall be registered on each *lot* prior to the sale of any *lot* in the development area.

15.0 STREET LIGHTING

- (1) Installation:
 - (a) Street lighting shall be arranged by the *developer*.
 - (b) Street light cables shall be installed underground and connected with acceptable type of steel post street lights complete with fixture.
 - (c) The location and density of street lights shall provide a minimum of 0.1 foot candle of light at the street surface.
 - (d) The street lighting layout and location of the buried lines shall be approved by the *Village*.
- (2) Costs:
 - (a) Any capital contribution that the utility company may charge for installation of underground street lighting, shall be paid for by the *developer*.
 - (b) The *Village* will pay rental charges to the utility company providing street lighting, for the operation of street lights thus installed.
- (3) Location:
 - (a) Street lights shall be placed at locations not interfering with proposed driveways and in general shall be in line with the extension of common property lines between 2 *lots*.
 - (b) The face of the posts shall be at least 60 cm (2 feet) away from the face of the curb or of the sidewalk.

Subdivision Servicing Bylaw No. 487, 2024

Schedule “B”

Level of Works and Services

The level of works and services to be provided in *subdivisions* and developments shall conform to the following table for the various zones as set out in the Village of Port Clements Zoning Bylaw No. 444, 2024, and amendments thereto.

The zoning descriptions are listed below for ease of use.

Zone	Description	Zone	Description
R-1	Residential Urban Zone	M-1	Marine Commercial Zone
R-2	Rural Residential Zone	M-2	Marine Industrial Zone
RM-1	Multiple Family Residential Zone	M-2-A	Marine Industrial Zone (no watering)
MH-2	Mobile Home Park Zone	I-1	Light Industrial Zone
C-1	Commercial Core Zone	I-2	Heavy Industrial Zone
C-2	Commercial Service Zone	P	Public Use and Park Zone
		RS	Resource Areas Zone

1.0 WATER SERVICE

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Municipal	R	R	R	R	R	R	R	N	N	N	N	N	R	N
Private	N/A	N	N/A	N/A	N/A	N/A	N/A	R	R	R	R	R	R	R

R = Required; N = Not required, may be allowed; N/A = Not allowed

2.0 SEWER SERVICE

- (1) Regardless of *zoning*, all *lots* created by *subdivision* and development that are less than one hectare (2.47 acres) in size are required to provide a connection to the *municipal sewer system*.

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Municipal	R	N	R	R	R	R	R	N	N	N	N	N	R	N
Private	N/A	R	N/A	N/A	N/A	N/A	N/A	R	R	R	R	R	R*	R

R = Required; N = Not required, may be allowed; N/A = Not allowed; * = Remote parks only

3.0 DRAINAGE

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Enclosed channel	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Open channel	R	R	R	R	R	R	R	R	R	R	R	R	R	R

R = Required; N = Not required, may be allowed

4.0 STREET LIGHTING

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Ornamental	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Hydro pole mounted	R	R	R	R	R	R	R	N	N	N	R	N	R	N
Alternative Energy Powered	N	N	N	N	N	N	N	N	N	N	N	N	N	N

R = Required; N = Not required, may be allowed

5.0 SIDEWALKS/WALKWAYS

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Both sides	N	N	N	N	N	N	N	N/A	N/A	N	N/A	N/A	N	N/A
One side	R**	N	R**	N	N	N	N	N/A	N/A	N	N/A	N/A	N	N/A

R = Required; N = Not required, may be allowed; N/A = Not allowed; ** = Collector roads

6.0 HIGHWAY

- (1) Regardless of zoning, all lots created by subdivision and development shall use the Local Road Standard when constructing local roads.
- (2) Regardless of zoning, all lots created by subdivision and development shall use the Collector Road Standard when constructing collector roads.

7.0 GAS, POWER, INTERNET, AND TELEPHONE LINES

Service	R1	R2	RM1	MH2	C1	C2	M1	M2	M2A	M3	I1	I2	P	RS
Underground	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Overhead	R	R	R	R	R	R	R	R	R	R	R	R	N	N

R = Required; N = Not required, may be allowed

Subdivision Servicing Bylaw No. 487, 2024

Schedule “C”

Level of Highway Works and Services

To be added by the Village:

A map of the Village streets with highlighted collector, local and arterial roads.

Subdivision Servicing Bylaw No. 487, 2024

APPENDIX “A”

Drawing Submissions – Acceptable Standards

This Appendix outlines the minimum standards for design and record drawings which will be acceptable to the *municipality*. This Appendix is included for information only and does not form part of the Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024.

A.1 INTRODUCTION

All design drawings and record drawings, except record drawing transparencies, shall be signed and sealed by a Professional Engineer registered in British Columbia.

- All drawings shall be size A-1 (594 mm x 641 mm).
- Record drawing transparencies shall be 3 mil double matte mylar.
- Plan-profile drawings shall be 2 m x 20 mm grid with the top half profile and the bottom half plan.
- The title block shall be placed in the lower right hand corner of the sheet, with the consultant’s name shown only in a 200 mm x 50 mm space beside the title block.

A.2 SYMBOLS AND LETTERING

Standard symbols for the various facilities shall be used on all drawings. Standard details for items such as manholes, catch basins, hydrant assemblies, etc. need not be shown in detail, unless deviation from details shown on the applicable Standard Drawings is proposed or has occurred.

Lettering shall be an open vertical gothic style applied using a mechanical template, computer graphics system or equivalent, using generally upper case lettering and black ink. Lettering shall be a minimum of 2.0 mm high and shall be fully legible.

North arrows shall point either toward the top of the sheet or toward the left hand edge of the sheet and shall be placed on the right hand near the top of the sheet.

A.3 SCALES AND DIMENSIONING

All scales shall be standard metric scales and shall conform to the following:

General Plan:	not less than 1:1000		
Key Plan:	not less than 1:2000		
Plan Profile Drawings:	Plan	1:500	
	Profile	Horizontal 1:500	Vertical 1:50

Plan Profile Drawings:	Plan:	1:1000	
(Optional for Rural roads only)	Profile:	Horizontal 1:1000	Vertical 1:100
Inspection Details:	Plan:	1:200	
	Profile:	Horizontal 1:200	Vertical 1:20
Miscellaneous Details:	Appropriate metric scale		

Pipe sizes shall be shown in millimeters using 1" – 25 mm (ASTM designation). Distance and location dimensions shall be shown in meters and, where existing dimensions are in imperial scale, shall be converted using the factor one foot = 0.3048 m.

All elevations shown on drawings shall be based on Integrated Survey (Geodetic) datum where such survey exists within 2 km of work site.

A.4 INFORMATION TO BE INCLUDED ON DRAWINGS

A complete set of drawings shall consist of a general plan, key plan, plan and profile of road and services and additional plans showing special details, including:

- (i) Roads, streets, lanes, walk ways and related facilities;
- (ii) Storm drainage and sewers;
- (iii) Water mains and related facilities; and
- (iv) Underground wiring, ornamental and/or solar street lighting.

All known existing underground services, watercourses, and structures on or adjacent to the site shall be shown, along with a notation as to whether they are to be retained, removed, relocated, or redirected.

The following information shall be included with design drawings submitted for Approval, with design information and notes added to be easily removable at the record drawing stage.

A.4.1 General Plan

The General Plan shall include:

- a) All mains, including gas mains;
- b) All existing and proposed property lines for subdivision;
- c) All existing and proposed buildings for development;
- d) Location and monument number of integrated survey monuments and any other monuments and/or benchmarks used in preparing the design drawings.

A.4.2 Key Plan

The Key Plan may be drawn on the corner of the General Plan and shall include:

- a) The location of the subdivision or development with respect to major roadways and trunk water and sewer lines; and
- b) The drainage pattern and tributary drainage area.

A.4.3 Roads Plan/Profile/Details

The roads plan shall include:

- a) Property lines;
- b) Offsets to ditch lines, edge of gravel pavement curb face;
- c) Grading limits, appropriate horizontal curve information;
- d) Beginning of Curve (BC) and End of Curve (EC) for all horizontal curves;
- e) Centreline of road;
- f) Road and right-of-way widths;
- g) Culvert locations, sizes and invert elevations;
- h) Catch basin locations and rim elevations;
Curb return radii;
- i) Driveways;
- j) Manhole cover elevations;
- k) Street name(s);
- l) Poles, fences, and other surface features.

The roads profile shall include:

- a) Centreline and gutter profiles;
- b) Vertical curve information;
- c) Beginning of Curve (BC) and End of Curve (EC) for all vertical curves;
- d) Vertical points of intersection and grades between points;
- e) Centrelines of intersecting roads;
- f) Original ground profile at centreline (and on both sides of right-of-way), as applicable;
- g) Ditch invert profiles, as applicable;
- h) Culvert inverts;
- i) Walkway profiles.

A.4.4 Inspection Plan/Profile/Details

The inspection plan shall include:

Gutter elevations at maximum 7.5 m intervals;

Curb return data;

- a) Finished road elevations at a maximum 7.5 m grid.

The inspection profile shall include:

- a) Profile of gutter along curb returns showing minimum of five (5) elevations along the curb return and extending 7.5 m in each direction from the ends of the curb return.

The details provided shall include:

- a) Typical road construction details;
- b) Typical pavement structure(s), where required;

~~Curb, gutter, sidewalk details;~~

- c) Walkway details;
- d) ~~Sidewalk~~ Walkway crossing details.

A.4.5 Watermains, Storm Drains and Sewers Plan/Profile/Details

The watermains, storm drains, and sewers plan shall include:

- a) Centreline of sewers and watermains;
- b) Centreline of ditches;
- c) Property lines;
- d) Pipe size and material, including pressure class;
- e) Locations of manholes, catch basins, cleanouts, culverts, service connections, valves, fittings, hydrants, and related appurtenances in relation to roadway, easement and/or lot property lines;
- f) Invert elevations of all storm and sewer connections at the property line;
- g) Minimum basement elevations, where applicable;
- h) Varying backfill or surface restoration requirements.

The watermains, storm drains, and sewers profile shall include:

- a) Existing and finished ground elevation on pipe centreline;
- b) Invert of water and sewer pipes profile;
- c) Ditch profiles;
- d) Invert elevation of each pipe entering or leaving manholes and cleanouts and all changes in gradient;
- e) Slope (in percent) of the pipe(s);
- f) Location and elevation of all other services, including service connections, which cross the pipe(s).

The details provided shall include:

- a) Manholes, catch basin and cleanouts, cover and frame and intersection details;
- b) Typical service connections;
- c) Pipe bedding, trench, and anchor block details;
- d) Storm inlet/outlet details;
- e) Valves, thrust blocks, hydrants, stand pipe, air-release valve details.

A.4.6 ~~Underground~~ Wiring and Street Lighting Plan

The ~~underground~~ wiring and street lighting plan shall include:

- a) Roadway, easement, and lot property lines;
- b) ~~For underground services, the~~ location of underground ducting, overhead wiring, streetlight poles, power poles, telephone poles, kiosks, service and control equipment and all related appurtenances;

- c) All other existing and proposed underground and overhead utilities wiring diagrams.

A.4.7 Onsite Servicing Drawings

Offsite services in municipal utility rights-of-way shall be included in the set of drawings for offsite services. A separate and distinct set of plans shall be submitted for onsite services on private property and these services shall not be included on the same plans as offsite services located in municipal utility rights-of-way.

Onsite services may be shown on a plan drawing which includes the following minimum information:

- a) Size and location of all watermains, valves, fittings, hydrants, and appurtenances;
- b) Size, slope, location and design capacity of all sewer lines, invert elevations of manholes, sumps, and major pipe intersections;
- c) Basement and/or floor slab elevations for all buildings;
- d) Clearance where pipes cross;
- e) Existing and proposed elevations around the site perimeter, at key points at pavement and building edges, catch basin rims, etc;
- f) If warranted by site topography, existing and proposed contours.

A.4.0 Record Drawings

Record drawings shall clearly illustrate the work as it has been *Constructed*, shall accurately locate all services and service connections, and shall include all changes from the drawings as originally approved for *Construction*. Road cross-section sheets, standard detail sheets, General Plan, Key Plan, intersection detail plan/profiles, etc. need not be submitted as record drawings.

A.5 DRAWING SUBMISSIONS

Drawing submissions are required as follows:

- a) Preliminary layout plan (2 paper copies);
- b) Upon acceptance in principle of a A.5(a) preliminary servicing plan (2 paper copies);
- c) Upon acceptance in principle of A.5(b) detailed design drawings for review (2 paper copies) one set may be returned for revisions, if necessary;
- d) Revised detailed design drawings for review (2 paper copies) repeated as necessary;
- e) Upon acceptance of A.5(c) or A.5(d) one additional paper copy, plus 2 sets of paper prints of waterworks drawings.
- f) Upon receipt of any required Provincial Government Approvals, and upon notification by the municipality, sufficient additional copies to allow 5 complete sets of the latest accepted drawings to be assembled. (2 copies, stamped and signed "Approved for Construction" will be returned to the developer's Professional Engineer when all applicable agreements have been signed and all required security

deposits, cash deposits, and insurance documentation has been received by the municipality).

- g) After detail design drawings are accepted, the Owner shall engage a registered BC Land Surveyor to perform all legal surveys and prepare the subdivision plan and all utility easement plans for registration.
- h) Upon completion of the work, record drawings consisting of 2 copies of drawings which are signed and sealed, 1 set of full size positive transparencies of drawings which are NOT signed or sealed AND the “original” and 2 copies of service record sheets in a form acceptable to the municipality, which shall be signed and sealed.

Subdivision Servicing Bylaw No. 487, 2024

APPENDIX “B”

Typical Forms and Agreements

The forms contained herein will be acceptable to the municipality. These forms are included for information only and do not form part of the Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024.

	Page #
B.1 Subdivision Servicing Agreement	34
B.2 Irrevocable Letter of Credit	44
B.3 Permission to Construct.....	45
B.4 Certificate of Inspection.....	46
B.5 Certificate of Substantial Completion.....	47
B.6 Certificate of Acceptance.....	48
B.7 Latecomers Agreement	49
B.8 Right-of-Way Agreement.....	50
B.9 Right-of-Way Consent.....	56
B.10 Contaminated Site Disclosure Statement.....	57

SUBDIVISION SERVICING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20_____;

BETWEEN:



THE VILLAGE OF PORT CLEMENTS a municipal corporation incorporated under the laws of British Columbia and having an address of 36 Cedar Avenue West, Port Clements, BC V0T 1R0 (the “Village”)

AND:

Name: _____

Address: _____

(the “Owner”)

AND:

Referenced as Agreement No. _____

WHEREAS:

- A. The Owner holds an interest in lands and premises within the Village of Port Clements, in the Province of British Columbia, and more particularly known and described as:

PROPERTY INFORMATION			
CIVIC ADDRESS:			
LEGAL DESCRIPTION:			
PROPERTY ID (PID) #:	-	-	ROLL:

(the “Lands”)

- B. The Owner desires to subdivide the Lands or develop the Lands; and
- C. The Owner wishes to enter into this Agreement with the Village pursuant to Section 509 (2) of the *Local Government Act*, in order to obtain Approval for the Subdivision Plan or Development Plan, prior to the completion of the construction and installation of all works required under the provisions of the Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024, as amended or replaced from time to time (the “Bylaw”), to be constructed and installed by the Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

- DEFINITIONS** 1. In this Agreement, unless the context otherwise requires, all words and expressions shall have the same meaning assigned to them as like words or expressions contained in the Definition section of the Bylaw.
- APPENDICES** 2. The following Appendices will be read with and form part of this Agreement:
- Appendix "A" a copy of the Subdivision Plan of the Lands.
- Appendix "B" a list of the Works and an estimate of their respective *Construction Costs*.
- Appendix "C" Reviewed for Construction engineering drawings to be used for construction of the Works, initialed by the Village.
- OWNER TO DO WORK** 3. The Owner covenants and agrees to construct and provide all the works and services listed and shown on Appendices "B" and "C" hereto, as approved by the Village, in accordance with the standards contained in Schedule "A" of the Bylaw.
- TRANSFER OF INTEREST IN WORKS** 4. The Owner covenants and agrees with the Village to assign, transfer, and convey to the Village, all its right, title, and interest in the works on any and all of the Lands, upon or in which the works are situate, upon the completion of the works, (as witnessed by the issuance of a Certificate of Substantial Completion). The Owner will, from time to time, and at all times so long as it exercises any rights of ownership in the said Lands upon the request of the Village, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, rights-of-way, easements and assurances for the more effectual carrying out of this Agreement.
- PERMISSION TO DO WORK** 5. The Village covenants and agrees to permit the Owner to construct the Works, including that portion of the Works to be constructed on dedicated highways controlled by the Village; on the terms and conditions herein, and in the manner required by and at the places specified in the Plans and Specifications; provided that nothing in this Agreement shall be construed as an undertaking, promise, or covenant, on the part of the Village to make available the use of or access to the Works for any purpose, and without limiting the foregoing, for the purposes of serving the Lands or any other real property whatsoever

either owned or controlled by the Owner or its associates or otherwise, but rather the Village reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent, or otherwise dispose of the Works as its *Council* from time to time deems fit.

CHANGES TO BYLAWS 6. The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by Bylaw prior to the actual commencement upon the Lands of the Works completed by this Agreement.

LOT GRADING 7. The Owner covenants and agrees to adhere in all respects to the contours, elevations, and drainage patterns indicated on the lot grading plan or storm water management plans prepared by the Engineer and/or Engineering Company indicated in Clause 2 hereof and which are attached as Appendix "C" to this Agreement.

START OF WORK 8. The Owner covenants and agrees not to commence work until the Village's *Approving Officer* provides the Owner with written permission to proceed with construction in the form provided in Appendix "B" of the Bylaw.

COMPLETION OF WORK 9. The Owner shall complete the construction of the Works, specified in Appendix "C" as Project No. _____ of the Village, to the satisfaction of the Village by the _____ day of _____, 20_____.

OWNER TO GRANT RIGHTS-OF-WAY 10. The Owner covenants and agrees to grant the Village all necessary road dedications, statutory rights-of-way, and easements over said Lands to accommodate the said Works and, where the said Works are located upon or under privately owned lands other than said Lands, to obtain at the Owner's expense, all necessary road dedications, statutory rights-of-way, and easements over such Lands, in favour of the Village where applicable, to accommodate the said Works.

PROFESSIONAL DESIGN 11. The Owner covenants and agrees that all Works required herein, shall be designed by a Professional Engineer, who shall be registered with the Association of Professional Engineers of British Columbia, retained by the Owner. Plans and specifications for the said Works shall be prepared by or under the direct supervision of said Professional Engineer and all plans shall bear a professional seal and signature.

The Owner covenants and agrees to ensure that his Professional

Engineer (as specified in Clause 2) maintains professional liability and errors and omissions insurance to a value of \$250,000.00 CANADIAN DOLLARS per occurrence during the term of engagement.

The Owner covenants and agrees to retain the Professional Engineer during the construction period for the purposes of inspection to ensure compliance with the approved design and to provide certification of the as-built records.

**ENGINEERING
DRAWINGS**

- 12. The Owner covenants and agrees that the intent of this Agreement is that the Owner shall construct fully completed Works as defined under Clause 2 of the Agreement (Appendices) and as per the Village Bylaw, and grant necessary easements as shown in the plans, drawings and specifications prepared by:

P.Eng: _____
Company: _____
Address: _____

and as received for the purposes of this Agreement by the Village *Approving Officer* on the _____ day of _____, 20_____.

**CHANGES TO
DESIGN BY VILLAGE**

- 13. The Owner covenants and agrees that the Superintendent of Public Works may alter the Plans because of conditions at the site, so that the Works function and operate in a manner satisfactory to the Superintendent of Public Works. Should the Works, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the Superintendent of Public Works, then the Owner shall, at his own expense, modify and reconstruct the Works so that the Works shall be fully operative and function to the satisfaction of the Public Works Superintendent.

**SUBSTANTIAL
COMPLETION**

- 14. A Certificate of Substantial Completion shall be provided by the Village’s *Approving Officer* on the completion of the construction listing all the deficiencies. This Certificate shall not be construed as acceptance of the Works.

**“AS BUILT”
SUBMISSION**

15. The Owner covenants and agrees to submit to the Village the final “as-built” drawings and records of construction, and test results, as accepted by the Village, pursuant to Schedule “A” of the Bylaw, within 60 days of the date of the Certificate of Substantial Completion.

**MAINTENANCE
PERIOD AND
RESPONSIBILITY**

16. The Owner covenants and agrees to maintain every part of the Works in perfect order and in complete repair for a period of one year from the date shown on the Certificate of Substantial Completion in accordance with the requirements of the Village Bylaw.

Should the Owner, for any reason, fail to maintain when ordered, then the Village, at their option, after giving the Owner 7 days written notice (emergencies excepted), may do so, and the whole costs, charges, and expenses so incurred by the Village will be payable by the Owner, as provided herein. The decision of the Village will be final with respect to the necessity for repairs, or the adequacy of the work done.

**CERTIFICATE OF
ACCEPTANCE**

17. The Village covenants and agrees that upon satisfactory completion by the Owner of all the covenants and conditions in this Agreement, including maintenance of the Works in complete repair for a period of 1 year, to provide the Owner with a Certificate of Acceptance of the Works, signed by the Village’s Superintendent of Public Works. Notice of acceptance of the Works will be issued when all deficiencies have been corrected, “as-built” drawings and service location cards received, and the maintenance period outlined herein has expired. The Certificate of Acceptance will be in the form outlined in Appendix “B” to the Village’s Bylaw. All such works and services remain at the risk of the Owner until the Certificate of Acceptance of the Works has been issued.

**FINAL BUILDING
INSPECTION**

18. The Owner covenants and agrees that the Village will withhold the granting of a Final Inspection for the use of any building or part thereof, constructed upon the land until all the essential services herein have been completed to the satisfaction of the Village.

**OWNER
INDEMNIFIES**

19. The Owner covenants and agrees to 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 Works required by this Agreement. All such claims recoverable from 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,

during the term of the Owner's work, shall be paid by the Owner, and if recoverable from the Village shall, together with any costs and expenses incurred in connection therewith, be charged to and paid forthwith by the Owner.

- b) All expenses and costs which may be incurred by reason of the execution of the required Works by this Bylaw, resulting in damage to any property owned in whole or in part by 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 Owner, and if paid by the Village shall, together with any costs and expenses incurred in connection herewith, be charged to and paid forthwith by the Owner.
- c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, WorkSafe BC assessments, unemployment insurance, federal or provincial tax, and of encroachments due to mistakes in survey, and all such claims recoverable from the Village, or property of the Village, or any property of the Village, or any property which the Village by duty or custom is duly obliged, directly or indirectly, in any way or to any degree, to construct, repair and maintain, shall be paid by the Owner, and if recovered from the Village shall, together with any costs and expenses incurred in connection therewith be charged to and paid forthwith by the Owner.
- d) All expenses and costs which may be incurred by the Village because of faulty workmanship and/or defective material in any of the Works installed by the Owner.

The above Clauses shall not be construed as to extinguish any rights which the Village would have, were it not for inclusion of Clause 19 in this Agreement.

INSURANCE BY OWNER

- 20. The Owner will at his own expense throughout the currency of the work carry Comprehensive Liability Insurance acceptable to the Village in the amount of at least \$3,000,000.00 CANADIAN DOLLARS with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under Clause 19 (a), (b), (c), and (d).

INSURANCE COVERAGE

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

- a) To protect the Owner and the Village against all claims arising out of:
 - i. Death or injury to persons; and
 - ii. Damage to, or loss of use of, any property of third persons, including without limiting the foregoing the following classes of property: real property, chattels, land, works, buildings, structures, wires, conduits, pipes, mains, shafts, sewers, tunnels and apparatus in connection therewith, even when the damage or loss of use is caused by vibration, moving, shoring, underpinning, raising, rebuilding, or demolition of any building, structure, or support, or by excavation, tunnelling, or other work below the surface of the ground or water; and
 - iii. Damage to or loss of all buildings, structures, stores, equipment, and materials included in or required for carrying out of the Works.
- b) Every policy of insurance required will:
 - i. Name the “Village of Port Clements” as an additional insured; and
 - ii. State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
 - iii. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice to the Village, delivered to the Village’s Chief Administrative Officer (CAO).

SECURITY DEPOSIT 22. As security for the due performance of all the covenants and promises contained in this Agreement the Owner has forthwith deposited with the Village a security deposit in the amount of \$_____.00 CANADIAN DOLLARS, in the form of cash or a Letter of Credit acceptable to the Village (the “Security Deposit”).

FORFEIT OF SECURITY DEPOSIT 23. If the Owner fails to construct and install the Works and Services prescribed herein within the timeframe specified in Clause 9 Completion of Work, the said Security Deposit in full will be forfeited to the Village.

DESIGN BOND 24. Where security in the form of a Design Bond is provided in lieu of approved working drawings (the “Design Bond”), the Owner agrees to have the working drawings completed to the satisfaction of the

Approving Officer within 90 days of the date of this Agreement. Failure to do so will result in forfeiture of the Design Bond in the amount of \$_____.00 CANADIAN DOLLARS, which shall be used by the Village to complete the design. Once forfeited, the Design Bond becomes non-refundable in whole or in part.

USE OF SECURITY DEPOSIT

25. The Owner agrees that if all the Works or obligations are not completed, installed, or performed pursuant to this Agreement, the Village may complete or fulfill the Works or obligations at the cost of the Owner and deduct from the Security Deposit held by the Village the cost of such completion, and the balance of the deposit shall be returned to the Owner, less any additional administration fees, deposits required, or costs incurred. If there is insufficient money on deposit with the Village then the Owner will pay such deficiency to the Village immediately upon receipt of the Village's bill for completion. It is understood that the Village may do such work either by itself or by Contractors employed by the Village. If the Works are completed as herein provided, then the Security Deposit shall be returned to the Owner subject to Clause 26 Maintenance Deposit.

MAINTENANCE DEPOSIT

26. If the Village's *Approving Officer* is satisfied that the Owner has complied with the covenants contained in this Agreement and if there is no litigation pending or threatened by any third party against the Village as a result of, or arising from the construction of the Works, the *Approving Officer* may return all, or any portion of the Security Deposit to the Owner at such times and in such amounts as the *Approving Officer* may deem proper, provided only that an amount equal to 15% of the Security Deposit will be retained, with a minimum of \$1,000.00 and a maximum of \$20,000.00 CANADIAN DOLLARS to secure the performance of the maintenance required of the Owner (the "Maintenance Deposit").

RETURN OF MAINTENANCE DEPOSIT

27. If the *Approving Officer* is satisfied that the Owner has complied with the Covenants contained in this Agreement, including the maintenance required under Clause 16 Maintenance Period and Responsibility, and there is no litigation pending or threatened by any third party against the Village as a result of, or arising from the construction of the Works, the *Approving Officer* may direct that the Maintenance Deposit be returned to the Owner and thereafter the Owner's responsibility for the Works shall cease.

ADMINISTRATION FEE 28. The Owner covenants and agrees to pay to the Village a non-refundable fee in the amount of \$_____.00 CANADIAN DOLLARS, to cover Village administration and processing costs. These fees are payable prior to the signing of this Agreement or the commencement of construction of the Works.

NO OTHER REPRESENTATIONS 29. It is understood and agreed that the Village has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner, other than those in this Agreement.

COMPLIANCE WITH BYLAWS 30. Subject to this Agreement, the within Works and the development herein shall comply with all the Bylaws of the Village of Port Clements.

NO WAIVER 31. The Owner covenants and agrees that nothing contained or implied herein shall prejudice or affect the rights and powers of the Village in the exercise of its functions under any public and private statutes, bylaws, orders, and regulations, all of which may be fully and effectively exercised in relations to the said Lands as if the Agreement had not been executed and delivered by the Owner.

WHENEVER the word “will” is used in this Agreement it will be construed as mandatory.

WHENEVER the singular or feminine is used in this Agreement it will be construed as meaning the plural or the masculine or body corporate or politic where the context or the parties hereto require.

THIS AGREEMENT SHALL ENURE to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this contract at the Village of Port Clements, Province of British Columbia, the day, and year first above written.

VILLAGE OF PORT CLEMENTS)	
)	
_____)	
Authorized Signatory)	
)	
OWNER)	Signed in the presence of:
)	
_____)	_____
Company Name (if applicable))	Witness Name
)	
_____)	_____
Print Name of Authorized Signatory)	Witness Signature
)	
_____)	_____

Signature

) Witness Occupation

- Appendix "A" Subdivision or Development Plan as submitted by the Owner to the *Approving Officer*.
- Appendix "B" List of Works and Estimate of *Construction Costs* as submitted by the Owner to the *Approving Officer*.
- Appendix "C" Reviewed for Construction engineering drawings to be used for construction of the Works, initialed by the *Approving Officer*.

IRREVOCABLE LETTER OF CREDIT

SAMPLE - To be written on Bank Letterhead and signed by an Authorized Representative

Date: _____, 20_____

Letter of Credit #: _____

THE VILLAGE OF PORT CLEMENTS

Development Services
PO Box 198, 36 Cedar Avenue West
Port Clements, BC V0T 1R0

Re: Irrevocable Letter of Credit

At the request of our customer, _____ (the "Developer"), we hereby establish in favor of the Village of Port Clements (the "Village") our irrevocable credit for a sum not exceeding:

\$_____ .00 CANADIAN DOLLARS

This Letter of Credit is required in connection with an undertaking by the Developer to perform certain works and services required by the Village.

This credit shall be available to the Village, by sight drafts drawn on the undersigned Bank when supported by your written demand for payment. We specifically undertake not to recognize any notice of dishonour of any sight draft that the Village shall present to us for payment under this Letter of Credit. The Village may make partial drawings or full drawings at any time.

We shall honor the Village's demand without enquiring whether the Village has a right as between the Village and the Developer, our customer.

If the Village has not demanded on this Letter of Credit in full by _____ (the "Expiry Date"), it will be considered cancelled unless other arrangements or a renewal letter have been made with the Bank prior to the Expiry Date.

The undersigned will be the Village's main contact regarding this Letter of Credit.

Authorized Bank Representative:

Bank Name, Address, Website:

Phone #, Email Address

DEVELOPER'S STATEMENT:	
As of the date of this Letter of Credit, I/we (the "Developer") hereby specifically agree not to take any action to dispute the validity of this Letter of Credit unless it shall have expired prior to demand. I/We hereby agree to indemnify the Bank against any costs of actions relative to the above. I/We hereby authorize the Bank to make such payment as may be necessary and debit my/our account.	
Signature:	Signature:
Print name:	Print name:



Village of Port Clements

36 Cedar Avenue West
Port Clements, BC V0T 1R0
Office: (250) 557-4295

**PERMISSION
TO CONSTRUCT**

Authorization to proceed with construction is hereby granted to:

Name:

Address:

(the "Developer")

For the Works described generally as:

Authorized Start Date: _____ Completion Date: _____

Authorized Hours of Work: From: _____ AM/PM To: _____ AM/PM

MON TUE WED THU FRI SAT SUN

Design Engineer:		Company:	
Email:		Cell:	

Special Conditions:

MANDATORY REQUIREMENTS	Attached/Paid	Reference/Comments
Subdivision Servicing Agreement	<input type="checkbox"/> Attached	No. _____
Approved plans covering the Works	<input type="checkbox"/> Attached	
Certificates of Insurance	<input type="checkbox"/> Attached	
Security Deposit	Date: _____	\$ _____
Administration Fee	Date: _____	\$ _____

Duly Authorized by the Village of Port Clements Statutory Approving Officer:

Name:		Signature:		Date:	
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Original: Subdivision File; Copies: Developer, CAO



Village of Port Clements

36 Cedar Avenue West
Port Clements, BC V0T 1R0
Office: (250) 557-4295

CERTIFICATE OF INSPECTION

I **HEREBY** certify that all engineering and construction services required under the Subdivision Servicing Bylaw of the Village of Port Clements for the subdivision of:

LEGAL DESCRIPTION: _____

PROJECT No.: _____

which works and services were designed by:

Design Engineer:		Company:	
Address:		Prov:	
Email:		Phone:	

and approved for construction based on drawing numbers:

Drawing Number	Date	Drawing Number	Date

which have been installed and inspected by, or under the direction of:

Engineer:		Company:	
Address:		Prov:	
Email:		Phone:	

I **FURTHER CERTIFY** that the “As Built” drawings hereby submitted represent the works and services as installed for the aforementioned subdivision project.

ENGINEER’S SEAL

Professional Engineer Responsible for the Design:

Name: _____

Signature:



Village of Port Clements

36 Cedar Avenue West
Port Clements, BC V0T 1R0
Office: (250) 557-4295

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

Pursuant to the Subdivision Servicing Bylaw, this Certificate is issued by the Village of Port Clements to:

Developer:		Project No:	
Contractor(s):		Servicing Agreement No:	
		Substantial Completion Date:	

The **MAINTENANCE PERIOD** for the Works will begin on: _____

The **MAINTENANCE PERIOD** for the Works will end on: _____

DEFFICIENCIES:

A **LIST OF DEFFICIENCIES** related to the Works is attached. The Certificate of Acceptance will be issued when all deficiencies have been cleared, the Maintenance Period expired, and the Village has been satisfied that all conditions of the Subdivision Servicing Agreement have been fulfilled.

This issuing of this Certificate does not constitute acceptance of any Work not in accordance with the requirements of the Subdivision Servicing Bylaw, and not listed as a deficiency herein, whether or not such defect(s) could have been observed or discovered during construction.

As such, this Certificate is issued based on the best information, knowledge and belief known to the Statutory Approving Officer at the time of issuance.

Duly Authorized by the Village of Port Clements Statutory Approving Officer:

Name:		Signature:		Date:	
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Original: Subdivision File; Copies: Developer, CAO



Village of Port Clements

36 Cedar Avenue West
Port Clements, BC V0T 1R0
Office: (250) 557-4295

**CERTIFICATE OF
ACCEPTANCE**

Pursuant to the Subdivision Servicing Bylaw, this Certificate of Acceptance is issued by the Village of Port Clements to:

Developer:		Project No:	
Contractor(s):		Servicing Agreement No:	
		Substantial Completion Date:	

To certify that all deficiencies, defects, or faults in the Works observed or discovered within the period preceding the date of this Certificate having been rectified.

This issuing of this Certificate does not constitute acceptance of any Work not in accordance with the requirements of the Subdivision Servicing Bylaw, whether or not such defect(s) could have been observed or discovered during construction.

As such, this Certificate is issued based on the information, knowledge, and belief that all deficiencies have been cleared, the maintenance period has expired, and all conditions of the Subdivision Servicing Agreement have been satisfied, as known to the Statutory Approving Officer at the time of issuance.

Duly Authorized by the Village of Port Clements Statutory Approving Officer:

Name:		Signature:		Date:	
--------------	--	-------------------	--	--------------	--

Original: Subdivision File; Copies: Developer, CAO

LATECOMERS AGREEMENT

Subdivision Servicing Agreement No: _____

THIS AGREEMENT dated for reference the _____ day of _____, 201_.

BETWEEN:



THE VILLAGE OF PORT CLEMENTS a municipal corporation incorporated under the laws of British Columbia and having an address of 36 Cedar Avenue West, Port Clements, BC V0T 1R0

(the "Village")

THE PARTY OF THE FIRST PART

AND:

Name: _____

Address: _____

(the "Developer")

THE PARTY OF THE SECOND PART

WHEREAS:

- A. The Village, pursuant to Section 508 of the Local Government Act, acknowledges that the Developer has provided certain excess or extended services that benefit other lands.
- B. The parties are entering into this Agreement regarding the Developer's construction of _____ Works that will benefit other lands.
- C. The Village will impose, as a condition on an owner of benefiting lands connecting to or using the excess or extended service, a charge.
- D. The Village will collect the charge and reimburse the Developer in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 CANADIAN DOLLARS and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise, and agree with each other as follows:

DEFINITIONS

1. In this Agreement and in the recital above:

"ACT" means the Local Government Act, as amended, or replaced;

"AGREEMENT" means this Agreement and all schedules attached hereto;

"*APPROVING OFFICER*" means a person appointed under Section 77 of the Land Title Act as an *Approving Officer* for the Village of Port Clements, and includes an employee or an officer provided with the written authority to act on their behalf;

"*BENEFITING FRONTAGE*" means the amounts set out in Schedule "B" and entitled Benefiting Frontage;

"*BENEFITING LANDS*" means the real property described in column two and entitled "Legal Description" in Schedule "C" provided that the owner connects to and uses the Works;

"*CERTIFICATE OF SUBSTANTIAL COMPLETION*" means a Certificate of Substantial Completion signed by the *Approving Officer* upon receipt of a Certificate of Inspection from the Professional Engineer certifying that the Works have been completed in accordance with the Subdivision Servicing Agreement;

"*CHIEF ADMINISTRATIVE OFFICER*" means the Chief Administrative Officer (CAO), appointed by *Council*, and includes an employee or an officer provided with the written authority to act on their behalf;

"*COMPLETION DATE*" means the date identified in the Subdivision Servicing Agreement that the Works will be completed;

"*COUNCIL*" means the elected *Council* of the Village of Port Clements;

"*DEVELOPER*" means the Developer identified on the first page of this Agreement as the party of the second part;

"*INTEREST*" means financial interest accruing on the Latecomer Charge at the rate set by the Fees Setting Bylaw No. 403, 2014, as amended from time to time, and compounded annually from the Completion Date to the date that the owner of the Benefiting Lands connects to or uses the Works;

"*LATECOMER CHARGE*" means the sum specified in the final column of Schedule "C" and entitled Latecomer Charge;

"*LATECOMER RATE*" means the Total Latecomer Costs set out in Schedule "B" divided by the Total Benefiting Frontage, or more specifically the latecomer rate for each meter;

"*PROFESSIONAL ENGINEER*" means a professional engineer who is currently and validly registered and licensed under the *Engineers and Geoscientists Act*, as amended, including any regulations, as amended;

"*SUBDIVISION SERVICING BYLAW*" means the Village of Port Clements Subdivision Servicing Development Bylaw No. 487, 2024, enacted by the Village, as amended, or replaced from time to time;

"*TERM*" means the period of time commencing on the Completion Date and expiring fifteen (15) years later;

"*TOTAL BENEFITING FRONTAGE*" means the sum of all Benefiting Frontages set out in Schedule "B", of this Agreement;

"*TOTAL LATECOMER COST*" means actual costs incurred by the Developer to construct the excess or extended Works in Canadian dollars including all taxes as set out in Schedule "B";

"*VILLAGE*" means the Village of Port Clements;

"*WORKS*" means required works and services under the Subdivision Servicing Bylaw No. 487, 2024, and related appurtenances substantially as shown in Schedule "A" and more particularly described in the Subdivision Servicing Agreement.

SCHEDULES

2. The attached Schedules form part of this Agreement:

Schedule "A" Latecomer Graphic;

Schedule "B" Latecomer Rate Calculation; and,

Schedule "C" Latecomer Summary Table.

The Developer retained a Professional Engineer to prepare Schedules "A", "B" and "C" and attached them to the Latecomer Application. The Professional Engineer has certified that the Schedules as attached are correct and have been provided to the Village on the understanding that they will be relied upon by the Village and that the Village has no obligation to verify, investigate or confirm their accuracy or completeness. In the event of any conflict or inconsistency between Schedules "A", "B" and "C", Schedule "C" shall supersede Schedules "A" and "B".

WORKS

3. 3.1 The Developer covenants and agrees to construct the Works in accordance with Subdivision Servicing Agreement No. _____.

3.2 The Developer covenants and agrees to obtain a Certificate of Substantial Completion prior to the execution of this Agreement.

PAYMENT FOR WORKS

4. 4.1 The Village is not responsible for financing any of the costs of the Works.

4.2 The owner of the Benefitting Lands must pay the Latecomer Charge plus Interest. The Latecomer Charge has been calculated on the

Latecomer Rate Calculation Form by multiplying the Latecomer Rate by the Benefiting Frontage.

- 4.3 If, during the term of this Agreement, the owner does not connect to or use the Works, as determined by the Village, then the Latecomer Charge for that Benefiting Land will not be collected despite the fact that it is listed as a Benefiting Land in Schedule "C". In this circumstance the Total Frontage and the Latecomer Rate will not be changed notwithstanding the owner of the Benefiting Land is not paying the Latecomer Charge to the Village.
- 4.4 In consideration of the completion of the Works by the Developer the CAO, without incurring any cost to the Village, agrees to collect the applicable Latecomer Charge plus Interest from the owner of the Benefitting Lands who connects to or uses the Works.
- 4.5 To the extent that the Village has received a Latecomer Charge plus Interest from the owner of the Benefitting Lands, the Village must remit the Latecomer Charge plus Interest actually received annually up to a maximum of the Total Latecomer Cost plus Interest. The Village does not have any further obligation to the Developer to make any payment pursuant to this Agreement.
- 4.6 If the said payments are returned to the Village unclaimed by the Developer and if the Village is unable to locate the Developer after all reasonable efforts, then the Village must hold all monies collected until the expiry of this Agreement. After the expiry of this Agreement, the Village is entitled to retain all such unclaimed funds forever.
- 4.7 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the Village must pay any benefits accruing hereunder, after notice, to such successor of the Developer as the Village, in its' judgment deems entitled to such benefits.
- 4.8 In the event of conflicting demands being made upon the Village for benefits accruing under this Agreement, then the Village may at its option commence an action in interpleader joining any party providing notice to the Village of its rights under this Agreement, or other parties which the Village believes to be necessary or proper, and the Village must be discharged from further liability upon paying into court an amount the court having jurisdiction of such interpleader action shall determine.

- 4.9 In such action the Village must be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.
- TERM**
5. 5.1 The Developer agrees that if insufficient funds are paid by the owners of the Benefitting Lands within the Term of this Agreement, that it is at its risk and at the expiry of the Term no further monies are payable by the Village to the Developer pursuant to this Agreement.
- 5.2 This Agreement will terminate prior to the expiry of the Term in the event the Developer has been paid the Total Latecomer Cost plus Interest.
- INDEMNITY**
6. 6.1 In consideration of \$10.00 CANADIAN DOLLARS and other good and valuable consideration paid by the Village to the Developer (the receipt and sufficiency of which is hereby acknowledged), the Developer jointly and severally agrees to indemnify and save harmless the Village, its employees, elected officials, contractors and agents against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly whether known or unknown, suspected or unsuspected by reason of the Village and the Developer entering into this Agreement;
- 6.2 Without limitation the Developer agrees that if insufficient funds are paid by the owner of the Benefitting Land within the Term of this Agreement, that it is at the Developer's risk and at the expiry of the Term no further monies are payable to the Developer by the Village pursuant to this Agreement.
- 6.3 This indemnity will survive the expiry of the Term of this Agreement.
- LATECOMER ADMINISTRATION FEE**
7. The Developer shall pay to the Village, by cash or bank draft, prior to the Village executing this Agreement, a latecomer administration fee as set out in the Fees Setting Bylaw No. 403, 2014, as amended from time to time.
- NOTICES**
8. 8.1 Any notice, demand, acceptance, or request required to be given hereunder by any party in writing shall be deemed to be given if either personally delivered or mailed postage paid at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise.
- 8.2 To the Developer as follows:

To the address as shown on page 1 of this Agreement or such change of address as the Developer has, by written notification, forwarded to the Village.

8.3 To the Village as follows:

To the attention of the CAO at the address as shown on page 1 of this Agreement or such change of address as the Village has, by written notification, forwarded to the Developer.

8.4 Any notice shall be deemed to have been given to and received by the party to which it is addressed:

- a) if delivered, on the date of delivery; or
- b) if mailed, then on the fifth (5th) day after the date stamped by the Post Office on the envelope thereof.

ASSIGNMENT

9. The Developer must not assign or transfer its interest in this Agreement without the prior written consent of the Village, which consent shall not be unreasonably withheld.

ENTIRE AGREEMENT

10. 10.1 This Agreement constitutes the entire agreement between the parties hereof and supersedes any prior agreements, undertakings, declarations, or representations, written or verbal, in respect thereof. It is agreed between the parties that this Agreement must be enforceable by and against the parties, and their successors and assigns.

10.2 The Parties agree that the determination, collection, and payment of Latecomer Charges shall be in accordance with Village "Latecomer Charges for Excess or Extended Services Policy". In the event of any conflict between the Policy and this Agreement, the provisions of the Policy shall prevail.

LAWS OF BRITISH COLUMBIA

11. This Agreement shall be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

JOINT AND SEVERAL

12. The obligations, agreements and promises of the Developer in this Agreement are joint and several.

INTERPRETATION

13. 13.1 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

13.2 Every reference to a party is deemed to include the successors and assigns of such party wherever the context so requires or allows.

13.3 The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

ENUREMENT 14. This Agreement will enure to the benefit of and be binding on the parties and their respective successors and assigns notwithstanding any rule of law or equity to the contrary.

SEVERABILITY 15. The provisions hereof are severable and if any of them is found to be void or unenforceable at law, the remaining provisions hereof will not be affected.

FURTHER ASSURANCES 16. 16.1 The parties will do and cause to be done all things and execute or cause to be executed all documents and give such further assurances which may be necessary to give proper effect to the intent of this Agreement.

16.2 The Developer covenants and agrees that there are no financial agreements or arrangements by which owners of the Benefiting Lands have contributed or will be contributing to the cost of the Excess or Extended Services which are the subject of this Agreement. If any such arrangements are confirmed, this Agreement shall become null and void and any payments collected by the Village may be returned to the parties having paid the charges.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year referenced on page 1 of this Agreement.

VILLAGE OF PORT CLEMENTS)
)
_____)
Chief Administrative Officer)

Signed in the presence of:

DEVELOPER)
)
_____)
Company Name (if applicable))

_____)
Witness Name

_____)
Print Name of Authorized Signatory)

_____)
Witness Signature

_____)
Signature)

_____)
Witness Occupation

As per the Village of Port Clements Latecomer Charges for Excess or Extended Services Policy, the following Schedules are to be provided and certified as correct by the Developer's Professional Engineer. They are attached to and form part of this Agreement.

- Schedule "A" Latecomer Graphic.
- Schedule "B" Latecomer Rate Calculation.
- Schedule "C" Latecomer Summary Table.

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____;

BETWEEN:

Name: _____

Address: _____

(the "Grantor")

AND:



THE VILLAGE OF PORT CLEMENTS a municipal corporation incorporated under the laws of British Columbia and having an address of 36 Cedar Avenue West, Port Clements, BC V0T 1R0

(the "Grantee")

- A. **WHEREAS** the Grantor holds an interest in lands and premises within the Village of Port Clements, in the Province of British Columbia, and more particularly known and described as:

PROPERTY INFORMATION			
CIVIC ADDRESS:			
LEGAL DESCRIPTION:			
PROPERTY ID (PID) #:	-	-	ROLL:

(the "Lands")

- B. **AND WHEREAS** to facilitate the installation of a system of Works for sewerage, and/or waterworks, and/or drainage works, and/or internet works, and/or gas works including all pipes, valves, fittings and facilities in connection therewith, and/or hydroelectric works including all wires, poles, conduits, and other facilities in connection therewith (the "Works");

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

C. **NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the sum of \$2.00 CANADIAN DOLLARS, now paid by the Grantee to the Grantor (the receipt and sufficiency of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration:

1.0 THE GRANTOR DOTH HEREBY:

- 1.1 Grant, convey, confirm and transfer, in perpetuity the full free and uninterrupted right, license, liberty, privilege, permission, and right-of-way to lay down, install, construct, entrench, operate, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of Works upon, over, under and across that part of the Lands as shown outlined in red on the Right-of-Way Plan No. _____ (the "Perpetual Right-of-Way").
- 1.2 Covenant and agree to and with the Grantee that for the purposes aforesaid and upon, over, under, and across the Perpetual Right-of-Way the Grantee shall for itself and its servants, agents, workmen, contractors, and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials be entitled at all times to enter, use, pass, and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings, or obstructions now or hereafter in existence, as may be necessary, useful or convenient in connection with the operations of the Grantee in relation to the Works.
- 1.3 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workman, contractors, and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials the right at all reasonable times to enter upon and to pass the repass over such of the Lands of the Grantor as may reasonably be required for the purpose of ingress to and egress from the Perpetual Right-of-Way.
- 1.4 Grant, convey, confirm and transfer unto the Grantee for itself, and its servants, agents, workman, contractors, and all other licensees of the Grantee together with machinery, vehicles, equipment, and materials for a period of _____ days only from the date of this Agreement, the full, free and uninterrupted right, license, liberty, privilege, permission and Right-of-Way to enter upon, pass and repass, clear, labour, and use for the purpose of ingress and egress to and from the Perpetual Right-of-Way and for the purposes of storing machinery, vehicles,

equipment, material or supplies used or to be used in connection with the construction of the Works herein described, and for the purpose of placing or storing the surface or subsurface material to be excavated from the Perpetual Right-of-Way upon and over, but not under that part or parts of the Lands, shown outlined in green on Right-of-Way plan No. _____ (the “Working Right-of-Way”).

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

2.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE:

- 2.1 That the Grantor will not, nor permit any other person to erect, place, install, or maintain any building, structure, mobile home, concrete driveway or patio, pipe, wire, or other conduit on, over, or under any portion of the Perpetual Right-of-Way so that it in any way interferes with or damages or prevents access to, or is likely to cause harm to Works authorized hereby to be installed in or upon the Perpetual Right-of-Way.
- 2.2 That the Grantor will not do nor knowingly permit to be done any act or thing which will interfere with or injure the said Works and will not carry out any blasting on or adjacent to the Perpetual Right-of-Way without the consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld.
- 2.3 That the Grantor will not substantially diminish the soil cover over any of the Works installed in the Perpetual Right-of-Way and without in any way limiting the generality of the foregoing, will not construct open drains or ditches along or across any of the Works installed in the Perpetual Right-of-Way.
- 2.4 That the Grantor will, from time to time and at all times, upon every reasonable request and at the cost of the Grantee, do and execute or cause to be made, done, or executed all such further and other lawful acts, deeds, things, devices, conveyances, and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.

3.0 THE GRANTOR HEREBY COVENANTS TO AND AGREES WITH THE GRANTEE:

- 3.1 That the Grantee will not any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds.
- 3.2 That the Grantee will thoroughly clean all the Lands to which it has access hereunder of all rubbish and construction debris created or placed thereon by the Grantee and will leave such Lands in a neat and clean condition.
- 3.3 That the Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, to restore the natural drainage to such Lands.

PROVIDED HOWEVER that nothing herein contained shall require the Grantee to restore any trees or other surface growth but the Grantee shall leave such Lands in a condition which will not inhibit natural regeneration of such growth.

- 3.4 That the Grantee will, as far as reasonably possible, carry out all work in a a proper and workmanlike manner to do as little injury to the Lands as possible.
- 3.5 That the Grantee will make good at its own expense all damage or disturbance which may be cause to the surface soil of the Lands in the exercise of its rights hereunder.
- 3.6 The Grantee will, as far as reasonably possible, restore any fences, lawns, flower beds, at its cost nearly as may be reasonably possible to the same conditions that they were in prior to any entry by the Grantee upon the Lands.

4.0 THE PARTIES HERETO EACH HEREBY COVENANT TO AND AGREE WITH THE OTHER:

- 4.1 The said Works referred to above, together with all pipes, valves, conduits, wires, casings, fittings, lines, meters, appliances, facilities, attachments, or devices used in connection therewith shall constitute the Works.
- 4.2 Notwithstanding any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon, or under the Perpetual Right-of-Way by the Grantee shall, at all times, remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee.

- 4.3 If the Grantee abandons the Works or any part thereof the Grantees may, if it so elects, leave the whole or any part thereof in place.
- 4.4 That no part of the Title in Fee Simple to the soil shall pass to or be vested in the Grantee under or by virtue of these presents and the Grantor may fully use and enjoy all the Lands subject only to the rights and restrictions herein contained.
- 4.5 That the covenants herein contained shall be covenants running with the Lands, and that none of the covenants herein contained shall be personal or binding upon the parties hereto, save and except during the Grantor’s seisin (possession of land by free hold) or ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Grantor shall be seised or in which the Grantor shall have an interest, but that the Lands, nevertheless, be and remain at all times charged therewith.
- 4.6 If, at the date hereof, the Grantor is not the sole registered owner of the Lands, this Agreement shall nevertheless bind the Grantor to the full extent of his interest in Fee Simple, this Agreement shall likewise extend to such after-acquired interests.
- 4.7 Where the expression “Grantor” includes more than one person, all covenants herein on the part of the Grantor shall be construed as being several as well as joint.
- 4.8 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the date hereinafter appearing, at the Village of Port Clements in the Province of British Columbia.

<p>SIGNED, SEALED AND DELIVERED by the Grantor this _____ day of _____, 20 _____.</p>	<p>) THE CORPORATE SEAL OF THE GRANTOR) was hereunto affixed this _____) day of _____, 20 _____ in) the presence of:)</p>
--	--

_____)	
Grantor Authorized Signatory Name)	_____
)	Grantor Authorized Signature
_____)	
Address)	_____
)	Grantor Occupation
_____)	
City/Province)	
)	
THE CORPORATE SEAL OF THE)	_____
VILLAGE OF PORT CLEMENTS)	Witness Name
was hereto affixed this _____)	
day of _____, 20 _____.)	_____
)	Witness Signature
)	
_____)	_____
Mayor)	Witness Occupation
)	
_____)	
Chief Administrative Officer)	

CONSENT TO GRANT RIGHT-OF-WAY

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

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

THE CORPORATE SEAL OF THE GRANTOR)
was hereunto affixed this _____)
day of _____, 20 _____ in)
the presence of:)
_____)
Grantor Authorized Signatory Name)
_____)
Grantor Signature)
_____)
Grantor Occupation)

_____)
Witness Name)
_____)
Witness Signature)
_____)
Witness Occupation)

CONTAMINATED SITE DISCLOSURE STATEMENT

Following February 2021 updates to Provincial Contaminated Sites regulations, a Site Declaration Statement must now be submitted with every Development Permit, Subdivision, Rezoning or Building Permit Application (only one statement required per project).

The Village of Port Clements is required to review the Declaration Statement within 15 days of receipt, and will forward the document to the Province for further review where the presence or use of Schedule 2 contaminants is identified and where no exemptions apply.

[Contaminated Site Disclosure Statement](#)

[Learn more about Contaminated Sites/Site Identification Regulations here.](#)

Subdivision Servicing Bylaw No. 487, 2024

APPENDIX “C”

Administrative Provisions

The administrative provisions contained herein will be acceptable to the municipality. These provisions are included for information only and do not form part of the Village of Port Clements Subdivision Servicing Bylaw No. 487, 2024.

	Page #
C.1 Definitions	58
C.2 Construction of Highways	59
C.3 Subdivision Plan	59
C.4 Engineering Drawings	59
C.5 Schedule	60
C.6 Inspection	60
C.7 Materials	60
C.8 Certificate of Substantial Completion.....	60
C.9 Final Inspection	61
C.10 One Year Guarantee.....	62
C.11 Conveyance of Rights-of-Way and Easements.....	62
C.12 Legal Surveys	62
C.13 Barricades and Detours.....	63
C.14 Waiver	63
C.15 Indemnity and Insurance	63
C.16 Faulty Material or Workmanship Guarantee	63
C.17 Rebate of Federal Sales Tax	63
C.18 Oversize Works	64

C.1 DEFINITIONS

In this Appendix, the definitions found in the Village of Port Clements Subdivision Servicing Bylaw No. 487-2024 shall apply, unless the context otherwise requires, and in addition:

“ENGINEERING DRAWINGS, STANDARDS AND REQUIREMENTS” means drawings and

specifications prepared and given under the hand and seal of a professional engineer.

C.2 CONSTRUCTION OF HIGHWAYS

The Village shall permit the *Developer* to layout, construct, and erect works and coordinate the installation of any 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 Bylaws 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.

C.3 SUBDIVISION PLAN

- a) The *Developer* shall be solely responsible for the preparation of subdivision plans and for the registration of the approved subdivision plans in the appropriate Land Titles Office. In no case shall a single phase of development be approved unless the tentative subdivision plan for the entire development has been submitted and approved by the Village's *Approving Officer*.
- b) The *Developer* shall forward to the Village a copy of the approved and registered subdivision plan once it has been registered at the appropriate Land Titles Office.
- c) The *Developer* shall forward to the Village a copy of the approved prospectus (investment terms) once it has been registered with the BC Financial Services Authority (regulator for BC Real Estate).

C.4 ENGINEERING DRAWINGS

- a) Prior to commencing any work, the *Developer* shall produce engineering drawings satisfactory to the *Approving Officer* for the installation of underground, surface and overhead works connected with the servicing of the subdivision including the works to be supplied and installed by private utility companies.
- b) The Village may require the *Developer* to engage the services of a qualified consulting engineering firm or qualified professional 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.
- c) 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.
- d) 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.

- e) The *Developer* shall obtain all other necessary Provincial Agency permits and a print of each approved drawing shall be filed with the *Approving Officer*.
- f) 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.

C.5 SCHEDULE

- a) 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.
- b) 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.

C.6 INSPECTION

- a) 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.
- b) 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*.
- c) 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.
- d) 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.
- e) The Village shall not issue any direct order to the *Developer's* contractor except in the case of an emergency. Request from the Village to the *Developer's* inspector shall be acted on immediately.

C.7 MATERIALS

- a) 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 into the subdivision works along with the time schedule of construction.

- b) The materials list shall set out the type of materials to be incorporate 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.
- c) 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.

C.8 CERTIFICATE OF SUBSTANTIAL COMPLETION

- 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 engineer 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 Substantial Completion shall be issued. Such Certificate may be used 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 Substantial 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 Substantial Completion 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 Substantial Completion, 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.

C.9 FINAL INSPECTION

- a) Within 12 months of the issuance of the Certificate of Substantial Completion, 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.

- b) 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*.
- c) On completion of any outstanding repairs or corrections, updating of 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*.

C.10 ONE YEAR GUARANTEE

- a) As provided above, the *Developer* shall repair the works installed and correct deficiencies in the works not resulting from normal wear and tear of operations and acts of God and not resulting from the actions of a third party for a period of 1 year from the date of the Certificate of Substantial Completion.
- b) 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.
- c) The Village shall bill the *Developer* for such emergency works undertaken and the *Developer* shall pay the cost thereof to the Village.

C.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*.

C.12 LEGAL SURVEYS

- a) 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.
- b) 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.

C.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. 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.

C.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*.

C.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, WorkSafe BC 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 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*. 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 \$1,500,000.00 CANADIAN DOLLARS with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligation under clauses C.15(a), C.15(b), and C.15(c) of this Appendix C 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.

C.16 FAULTY MATERIAL OR WORKMANSHIP GUARANTEE

- a) The *Developer* shall indemnify and save harmless the Village against all expenses and costs which may be incurred by the Village because 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 1 year from the date of the *Approving Officer's* Certificate of Acceptance.
- b) As provided in clause C.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.

C.17 REBATE OF FEDERAL SALES TAX

- a) The Village will cooperate 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.
- b) The *Developer* shall be responsible for determining from the Federal Tax and how the rebate is to be claimed.
- c) 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.

C.18 OVERSIZE WORKS

It is recognized that large diameter trunk service mains may be required to pass through a subdivision to service properties beyond the subdivision boundaries. In addition, extra street widths may be required to accommodate future anticipated traffic flow through 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 Local Government 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 m from a 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 m 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 m 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 m.

c) Storm Sewers

The standard main size shall be up to an including 600 mm diameter. Standard depth shall be up to and including 4.5 m from centerline of the finished road to pipe invert. No compensation shall be paid to the *Developer* if the storm sewer depth required to service his own subdivision exceeds 250 mm diameter or the depth of cover exceeds 4.5 m.

d) Road Allowance

The standard width shall be 20 m. Additional right-of-way required over and above the 20 m 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 m. 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.



REPORT TO COUNCIL

Author: Marjorie Dobson, Chief Administrative Officer

Date: February 17, 2026

RE: Regular Report on Current Operations

BACKGROUND:

The CAO/Acting CAO updates Council at the Regular Council Meetings on current operations and challenges.

DISCUSSION:

The report is not an exhaustive list of operational activities that have occurred since the last update or are occurring, but to provide a general update and identify notable occurrences in current operations for Council.

Administration:

The work for staff has increased as we enter the cyclical period when we experience a significant surge in demand, as external customers seek clarifications, while fulfilling legislative requirements and preparing reports for funding agencies become imperative.

The process of recruiting to fill the position of Deputy Corporate Office is underway.

Critical Infrastructure

No significant change since the last report

Other Projects:

No material change since the last report

Finance

We are now in the busiest period of the financial year.

- Preparing for external auditing- Auditors are expected to conduct the fieldwork in March 2026
- 2026 budget -preliminary preparation in progress
- Stats Canada Business Payrolls Survey
- Regular accounts payable, monthly financial reports, Bank Reconciliation
- 2025 T4's completed
- Quarterly water and sewer billing completed

Public Works

- Major focus has been on the Water Treatment Plant - identifying and addressing certain issues
- Ongoing routine operational activities
- Odd jobs around the village.
- Getting ready and preparing for some work at the clinic.

R-1

- In the process of getting an inventory of what we have scattered around as well as organizing those things so they can be utilized.

Respectfully submitted:

Marjorie Dobson, CAO