



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, Monday, March 16, 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— Tibs Contracting – Sam Roberge – Permission to remove danger trees on Village right-of-way

MINUTES

M-1 - February 17, 2026, Regular Council Meeting Minutes

M-2- March 10, 2026, Special Council Meeting Minutes

3. BUSINESS ARISING FROM THE MINUTES & UNFINISHED BUSINESS

UB-1— Joint Economic Development Service- NCRD

4. ORIGINAL CORRESPONDENCE

C-1—INFORMATION—Gloria O'Brien- Permission to remove trees in front of property on Bayview Drive

C-2—INFORMATION—Abbotsford – Support of Resolution

C-3—INFORMATION—District of 100 Mile House – Request for support- Resolutions to Strengthen Rural Health Care

C-4—Dale Wheeldon - BCEDA Membership- Supporting Economic Development in Port Clements

C-5—Secretary- Betty Stewart- Port Clements Community Hall Society - Port Clements Community Hall Event Dates

C-6- Yellowhead Highway Corridor - Resolutions

5. FINANCE

6. GOVERNMENT

G-1— Subdivision Bylaw No. 487, 2024 of the Village of Port Clements

Recommended motion: THAT Council does 3rd reading, reconsideration and adoption of "Subdivision Bylaw No. 487, 2024.

G-2— Development Variance Permit Application – 17 Bayview Drive

G-3— Amendment to 2026 Council Regular Meeting Schedule

Recommended motion: That Council amends the 2026 Regular Council Meeting with the amendment of April 21st to April 20th (April 20th is not Easter Monday as indicated on the schedule)

G-4— Casual/On-Call Employment - Wage rate range

G-4- The 2026 BC Economic Summit May 11–14 in Penticton- Council attendance

7. NEW BUSINESS

8. REPORTS & DISCUSSIONS

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

March 16, 2026, Regular Council Meeting Agenda

9. ACTION ITEMS

10. QUESTIONS FROM THE PUBLIC & PRESS

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:

(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public

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: Thib's Contracting "Michael Thibodeau"
Mailing Address: 141 Front St Skidegate, B.C. V0T1S1
Telephone: 250 615 8433 Email: thib's Contracting@hotmail.com

Subject of Delegation: Removal of Trees ON
Right of way Road Alder Ave

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): Approval From Council To Remove
Danger Trees

Contact Person (if different from above): [Signature]
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 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: March, 16, 2026
Attending delegate (if different from above): San Roberge

D-1

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.

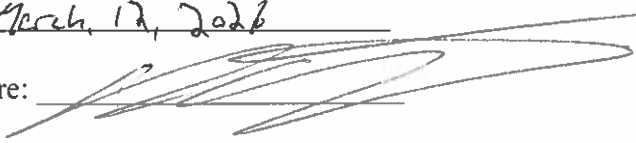
If you wish to provide supporting documentation to be published in the Agenda, it must be provided to our office no later than **1:00 PM on the Wednesday prior to the Council Meeting**. After the Agenda's deadline the delegation must bring its supporting document to the Council Meeting for distribution. 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: Michael Tubedagan
Date: March 12, 2026

Signature: 

For Office Use Only:

Date Application Received: _____ Documents Submitted with Application: _____
Application Received by: Ronda Bell Signature: Ronda Bell

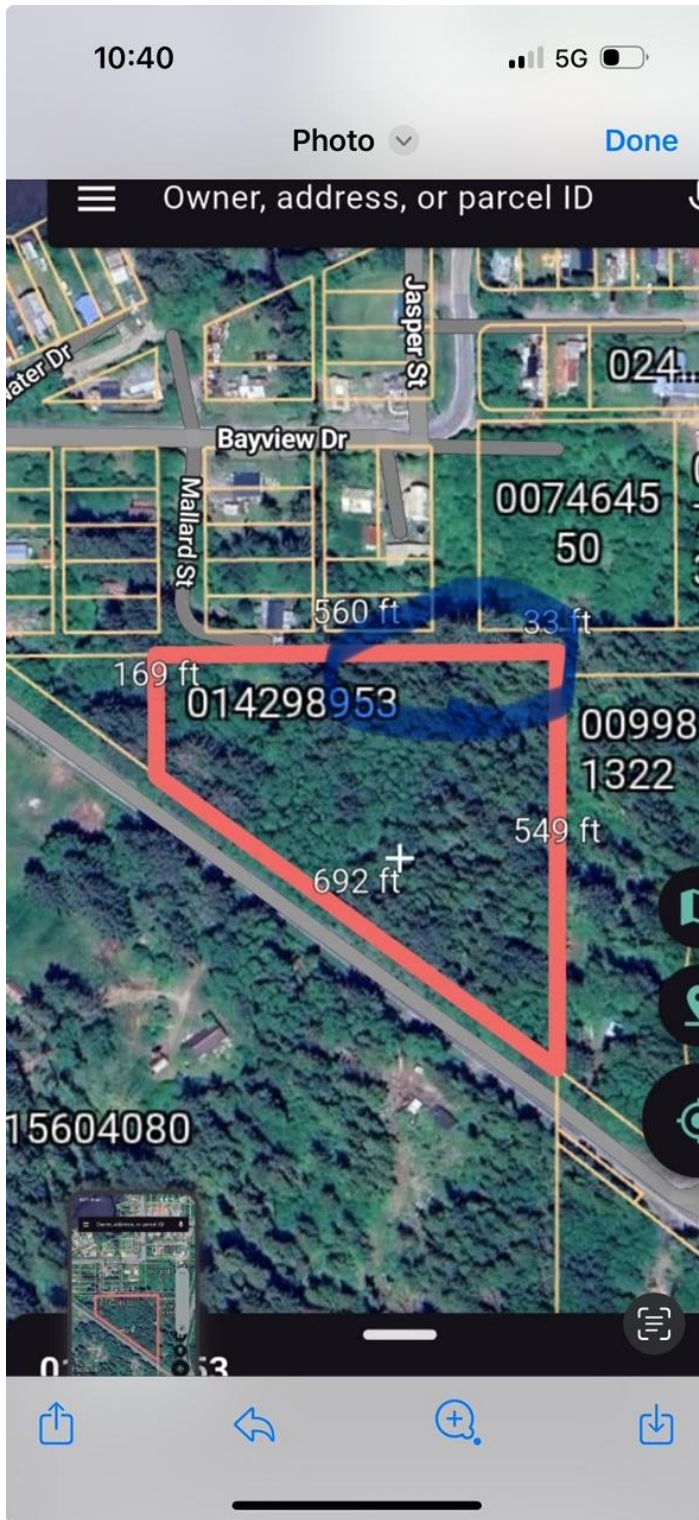
- Approved
- Declined
- Other (please specify): _____

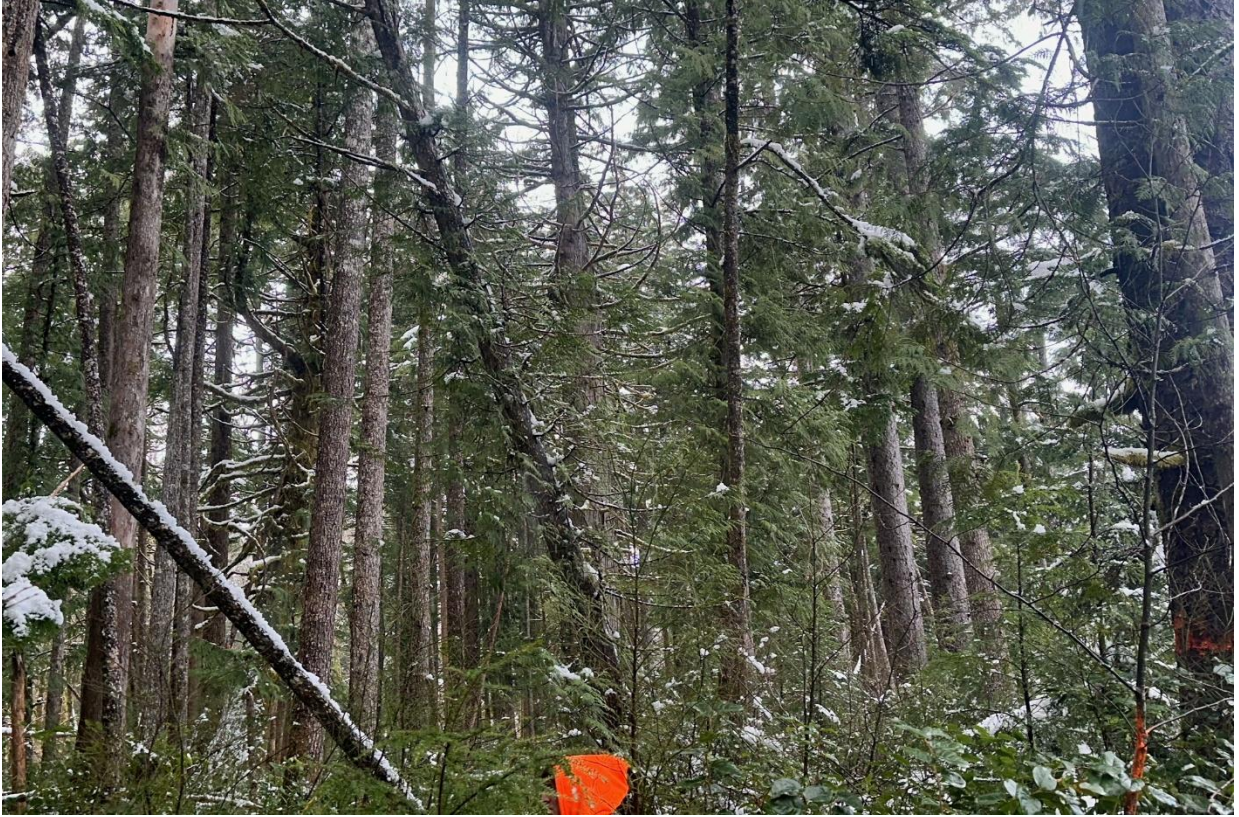
Council Meeting Appearance date of Delegation: _____


Signature of Chief Administrative Officer

March 12/2026
Signature Date

5-1





D-1

D-1



D-1



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Minutes of the Regular Meeting of Council, Tuesday, February 17, 2026

Present:

Mayor Scott Cabianca
Councillor Dennis Reindl
Councillor Kazamir Falconbridge
Councillor Wayne Nicol via videoconferencing and in person

Not Present:

Councillor Brigid Cumming

CAO Marjorie Dobson
Contractor, Lori Wiedeman

Members of the public: Sgt. Lance, RCMP

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

Mayor proposed the following additional agenda items under Agenda Item #6 – Government:

G-3—Part Time Public Works Employee
G-4—Outdoor Burning in Port Clements

CAO Dobson made the following corrections under Agenda Item #6 – Government:

G-1—Year cited for the Zoning bylaw should be 2024 not 2026
G-2—Year cited for the Subdivision bylaw should be 2024 not 2026

2026-02-013—Moved by Councillor Falconbridge, seconded by Councillor Reindl, THAT Council adopts the February 17th, 2026, Regular Council Meeting Agenda as amended and corrected.

CARRIED

NOTE: Councillor Nichol joined the meeting via teleconferencing at 6:18 PM.

2. PETITIONS, DELEGATIONS & OPENING OF SEALED TENDERS

D-1—Sgt. LANCE - Masset RCMP

Sgt. Lance provided a hard copy report to Council on their 2025 statistical data. Mayor Cabianca thanked Sgt. Lance for his report.

NOTE: Councillor Nichol joined the meeting in person at 6:20 PM.

NOTE: Councillor Nichol left the meeting at 6:25 PM.

MINUTES

M-1—January 26, 2026, Regular Council Meeting Minutes
M-2—February 11, 2026, Special Council Meeting Minutes

M-1

2026-02-014—Moved by Councillor Falconbridge, seconded by Councillor Reindl, THAT Council adopts January 26, 2026, Regular Council Meeting Minutes.

CARRIED

2026-02-015—Moved by Councillor Falconbridge, seconded by Councillor Reindl, THAT Council adopts the February 11, 2026, Special Council Meeting Minutes.

CARRIED

NOTE: Councillor Nicol joined the meeting via teleconferencing at 6:30 PM and requested the CAO provide him with an original audio copy of this meeting.

ACTION: Staff to provide Councillor Nicol with an original audio copy of this meeting.

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— Athlî Gwaii Legacy

C-5—INFORMATION— Heritage BC

2026-02-016—Moved by Councillor Falconbridge, seconded by Mayor Cabianca, THAT Council receives items C-1, C-2, C-3, C-4 and C-5 for information.

CARRIED

ACTION: Staff to clarify the Rogers Telecommunication Tower Proposal regarding the extent of cell coverage, who will be able to use it, how it is being funded (i.e. government grants), and whether there are towers on private as well as public land before the Open House advertised for Wednesday February 18, 2026, at 5:00 PM.

ACTION: Staff to post the Heritage BC Poster in support of heritage week.

5. FINANCE

6. GOVERNMENT

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

2026-02-017—Moved by Councillor Falconbridge, seconded by Councillor Reindl, THAT Council gives 3rd reading, reconsideration and adoption of “Zoning Bylaw No. 444, 2024”.

CARRIED

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

Councillor Falconbridge noted that references to the “Superintendent of Public Works” needs to be replaced with “Public Works Working Foreman” in the text of the bylaw and updated throughout the document prior to 3rd reading and adoption.

2026-02-018—Moved by Councillor Falconbridge, seconded by Councillor Reindl, THAT Council gives 2nd reading of “Subdivision Bylaw No. 487, 2024 of the Village of Port Clements” as amended.

CARRIED

ACTION: Staff to replace references to the “Superintendent of Public Works” with “Public Works Working Foreman” in the text of the “Subdivision Bylaw No. 487, 2024 of the Village of Port Clements” prior to 3rd reading and adoption.

G-3—Part Time Public Works Employee

Mayor Cabianca proposed that the Village consider hiring a part-time Public Works employee to assist and support the new Working Foreman and PW Assistant.

ACTION: Staff to prepare a report for Council on Public Works staffing requirements and how they plan to backfill the vacant position.

G-4—Outdoor Burning in Port Clements

There have been recent reports of a resident burning in what may be an illegal manor. CAO Dobson has followed up with the individual based on the complaints received in the Village office. The individual has stated that they are following all regulations and denies any illegal burning.

Mayor Cabianca proposed that the Village post general information about outdoor burning on Facebook and on posters around town. The intention is to provide public education/information related to outdoor burning requirements, such as not burning garbage or plastics, and how to report illegal burning.

ACTION: Staff to research illegal burning regulations, including a review of Village bylaws and policies, and how to report illegal burning, then prepare educational information and post on Facebook and on posters around town.

7. NEW BUSINESS

8. REPORTS & DISCUSSIONS

Councillor Nicols—nothing to report.

Councillor Falconbridge—attended the Special Council Meeting on February 11, and a Protocol meeting. There is a Vancouver Island Regional Library (VIRL) in person meeting coming up this weekend, but Councillor Falconbridge will attend virtually to save the travel budget.

Councillor Reindl—attended the project manager seminar provided by Bill Beamish and found it quite informative. Attended the NWRAC meeting via Zoom, they are also in the process of reviewing all of their policies and procedures. There were presentations about grant money that is available. Councillor Reindl proposed that he would like to see the Village find or appoint someone to pursue grants for the Village and not-for-profits in the community.

Mayor Cabianca—attended an NCRD meeting and attended a Protocol meeting with Councillor Falconbridge two weeks ago. There is another Protocol meeting scheduled for next week. The Terms of Reference (TOR) for the Protocol table should be announced soon after that.

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

M-1

CAO Dobson—nothing to add to written report.

2026-02-019—Moved by Councillor Reindl, seconded by Councillor Falconbridge THAT Council receives the written and verbal reports from Council and Staff.

CARRIED

9. ACTION ITEMS

10. QUESTIONS FROM THE PUBLIC & PRESS

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:

- (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.

2026-02-020—Moved by Mayor Cabianca, seconded by Councillor Reindl, THAT Council moves in-camera as per section 90(1)(a)(m) of the *Community Charter* at 7:48 PM

CARRIED

NOTE: Contractor, Lori Wiedeman, left the meeting at 7:49 PM.

12. RISE AND REPORT

13. ADJOURNMENT

2026-02-021—Moved by Councillor Reindl THAT Council adjourns this meeting at 8:00 PM.

CARRIED

Mayor Scott Cabianca

CAO Marjorie Dobson

M-1



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Minutes of the Special Meeting of Council, Tuesday, March 10th, 2026

Present:

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

Absent

Councillor Wayne Nicol

CAO Marjorie Dobson

Members of the public: Representatives from the Office of the fire Commissioner, and Gloria Obrien

Meeting Called to order at 2:06 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

2026-03-022 Moved by Councilor -Falconbridge, seconded by Councillor Cumming
THAT Council adopts March 10, 2026, Special Council Meeting Agenda
CARRIED

Introductions: Councillors introduced themselves to the Delegation from the Office of the Fire Commissioner

Office of the Fire Commission then introduced themselves:

Lori Cascaden - Director, Policy and Engagement
Corey Makar – Deputy Fire Commissioner
Thomas Cooper – Fire Service Advisor

A healthy discussion ensued with a focus on Fire Inspectors and Fire Investigators- designations, training standards, boundaries of Inspectors and investigators, degree of autonomy for inspectors and investigators, responsibilities of the Village including communication, inspections schedules, compliance, etc

Action: Village will be working on updating their Fire Inspection bylaw to comply with the regulations of the Fire Safety Act, among other matters

2. Government

G-1—Wastewater Treatment Lagoon

Mayor Scott Cabianca gave a verbal report on the Skidegate Band biosolids recovered from their storage facility. He indicated that Skidegate reached out to enquire if Port Clements could be the recipient of the material that could be used to spread around the new sewage lagoon facility to encourage vegetation and reduce erosion. This would be at no cost to the Village and would eliminate the cost for topsoil replacement for both the new wastewater treatment facility and the old sewage lagoon.

Councillors expressed their views with the majority in support of receiving the material subject to the opinions of relevant government agencies, and if certain conditions are met.

Council will further discuss the matter.

2026-03-023 Moved by Councilor -Falconbridge, seconded by Councillor Cumming
THAT Council receives the verbal report from mayor Cabisca
CARRIED

3. Adjournment

2026-03-023—Moved by Councillor Falconbridge
THAT this meeting be adjourned at 3:27 PM
CARRIED

Mayor Scott Cabisca

CAO Marjorie Dobson

11-2



This message is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Do not use this information for unauthorized purposes. Thank you.

From: Planning <planning@ncrdbc.com>
Sent: September 18, 2025 10:58 AM
To: CAO <cao@portclements.ca>
Cc: Corporate Officer <corporateofficer@ncrdbc.com>
Subject: Economic Development

Good morning,

In May 2025, the North Coast Regional District reached out to your council regarding investigation into a joint economic development service or entity in the region. Having completed our Sustainable Economic Development Strategies for both rural Haida Gwaii as well as our mainland communities of Dodge Cove and Oona River, our staff are now actively working towards implementation; as well as developing our economic development workplans for the next year.

While we have not yet heard back from you, we wanted to extend one more opportunity for your organization to express interest in a potential shared service, program, or initiative before bringing options to our Board of Directors. In order to incorporate your interest, we are requesting that you provide the NCRD with an affirmative response no later than October 5, 2025. Following that date, our staff will work with any interested parties to determine how the regional district may best assist through a shared regional service.

Thank you,



Chantal Wentland
Planning/Economic Development Officer | North Coast Regional District
P: 250.624.2002 (ext. 6)
A: 730 2nd Avenue West, Prince Rupert BC, V8J 1H3
T: 888.301.2002 | **F:** 250.627.8493
www.ncrdbc.com @NorthCoastRegionalDistrict

Visit our OCP Revitalization page for more information!

418-1
1-2



NORTH COAST
REGIONAL DISTRICT

NORTH COAST ECONOMIC DEVELOPMENT SERVICES

DANIEL FISH, CAO & CHANTAL
WENTLAND, PLANNING/ECONOMIC
DEVELOPMENT OFFICER

DECEMBER 15, 2025



Purpose: Explore regional economic development service



Engage Port Clements Council for feedback



Discuss priorities and service participation



Established in 2008; non-profit for Haida Gwaii

Activities: Community Forest, Destination Development, Grants

Challenges: Staffing turnover, limited capacity

Funding: \$175k/year from NDIT



Historically supported MIEDS using NDIT Economic Development Capacity Building Funding



Recent strategies for Areas A, C, D and E completed



Focus on regional priorities and investment readiness



Board resolved to stop funding MIEDS (2025)



BUSINESS SUPPORT AND
WORKFORCE ATTRACTION



HOUSING DEVELOPMENT



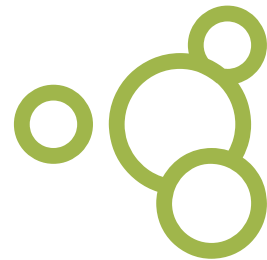
IMPROVED REGIONAL
SERVICE DELIVERY



TOURISM MARKETING
AND DESTINATION
DEVELOPMENT



NCRD-led initiative via service agreements



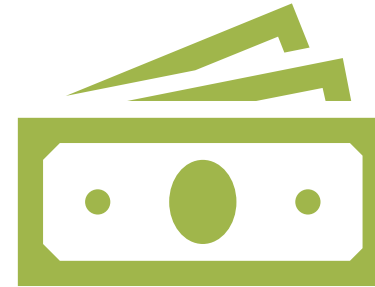
Focus areas: housing, workforce, business support, revitalization



Supports both rural areas and municipalities



Society: eligible for grants; broad mandate;
cannot generate revenue



Local Gov't Corporation: can generate
revenue; business operations; fewer grants



Community Marketing Initiative (investment readiness tools)



Northern Housing Incentive (\$10k/unit for developers)



COST-SHARING BASED ON
POPULATION/TAX
BASE/PARTICIPATION



BUSINESS SUPPORT FEE MODEL
UNDER REVIEW



SERVICE AGREEMENTS ALLOW
FLEXIBILITY



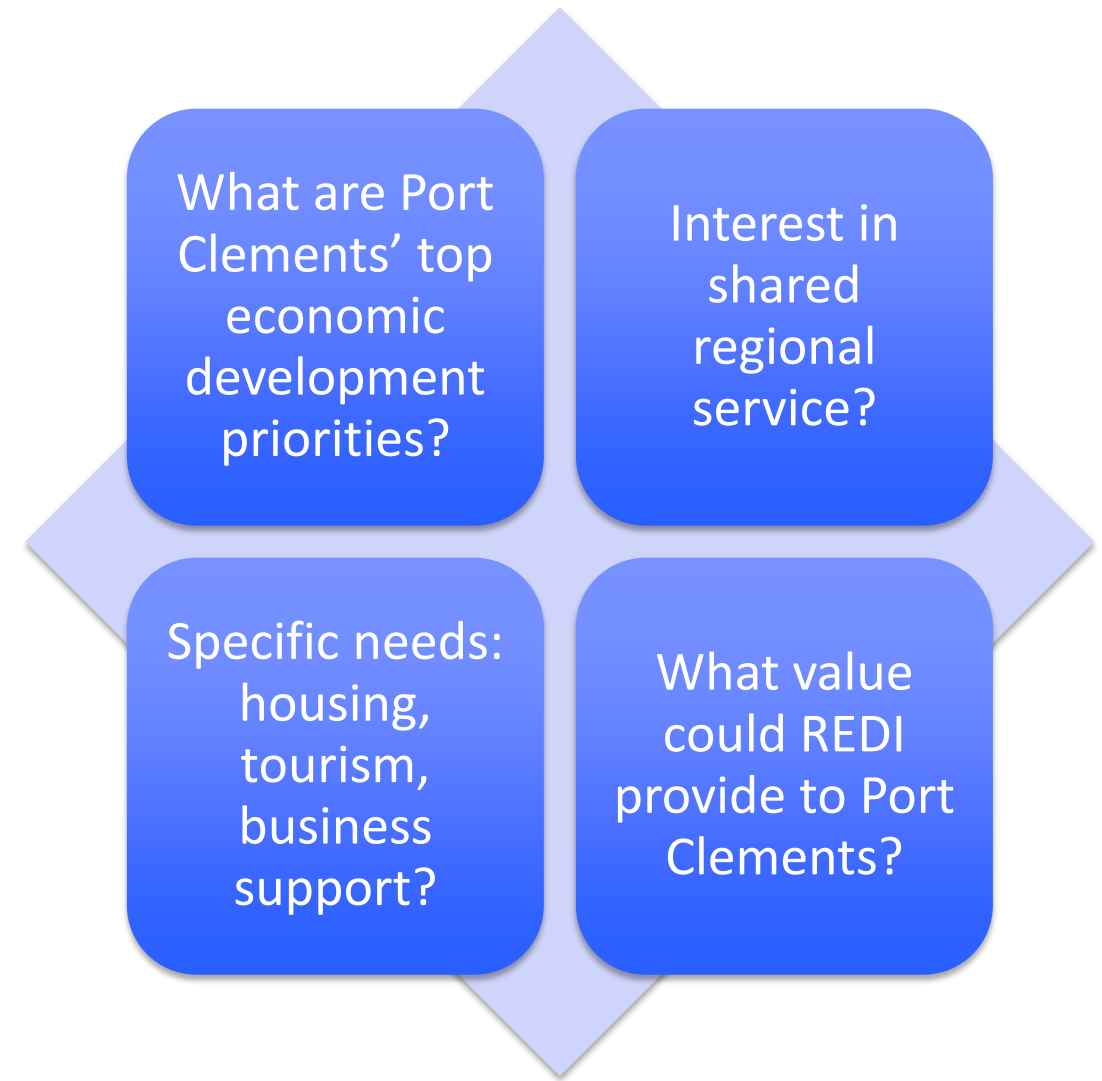
2023-2026 Strategic Plan
North Coast Regional District



Supports NCRD priorities:
housing, shared services,
economy, community

Advances regional partnerships
and connectivity

Enhances tourism and business
climate





Gather municipal feedback



Refine service concept and costing



Return to NCRD Board with recommendations



Begin development of marketing initiative



NORTH COAST
REGIONAL DISTRICT

THANK YOU

QUESTIONS?

cao@ncrdbc.com

planning@ncrdbc.com

February 16, 2026

Village of Port Clements

Box 198, Port Clements, B.C.

Dear Mayor and Council:

We are writing to once again request permission to fall and dispose of Alder trees in front of our properties on Bayview Drive. More specifically Lots 264, 266, 268 and 270.

When the Village sold these lots, so many years ago, they gave the property owners the option to develop the property fronting these lots across Bayview, to their liking. Unfortunately, we left smaller trees which have grown over the years and continue to grow as well as alder trees that that now impede our ocean view. The Village chose not to mow the area in front of 266 and 268 as they have done for other properties along the rural subdivision .

Attached please find past letters of requests and authorizations. There is one missing from the Pullano's who where property owners granted rights to cut all alder and evergreens under 6 inches. I also attach a photo taken years ago that clearly show our view lots.

We respectfully request that the Village Council grant us permission to remove the Alder as well as dead standing trees, of which a few are safety hazards, in order to return the property to its original state as evidenced in the picture.

We feel that view lots are important to Port Clements, not only for current property owners but as an encouragement for future residents of our community.

We would be available to meet with Council if more discussion is necessary to grant approval. Thank you.

Yours truly,

Randy and Gloria O'Brien

C-1



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September 10, 2014

Multiple Residents
Bayview Drive
Port Clements,
BC V0T 1R0

Dear Residents,

RE: Cutting Permit Application

At the regular meeting of council held on Tuesday, September 2, 2014, Council reviewed the cutting permit application which was jointly submitted, and passed a motion to approve the application in principle. This motion is with the provision that each of the property owners work in conjunction with Village staff and Public Works to ensure safety is being observed. Additionally, this motion is with the request that the application be re-submitted with the addition of the following items:

- Detailed map (basic drawing) identifying major features such as a path, shoreline and the approximate placement of the trees, bushes/shrubbery you wish to cut or mow
- Descriptions i.e. number of trees to be removed, species of trees and/or bushes/shrubbery; whether planning to thin, top or remove
- Schedule of the work to include approximate date lines

Once the application has been re-submitted, Council will review the application and respond accordingly. If you require any clarification please do not hesitate to contact the Village office.

Respectfully,

Sharon Ferretti
Deputy Clerk/Treasurer

C-1

COPY

August 8, 2014

Village of Port Clements,
P.O. Box 198
Port Clements, B.C. V0T 1R0

Dear Sirs/Madams:

Re: Permission for Clearing Bayview Drive Rural Subdivision Properties

We the undersigned property owners are requesting permission to remove all Alder trees and brush out the under burden located directly across from our properties on Bayview Drive namely:

258, 260, 262, 264, 266, 268 and 270 Bayview Drive.

We understand that it is our responsibility to dispose of the felled trees and remove them from the properties. We would request that we get permission to burn the felled trees and branches where possible, all other pieces will be moved to the roadside where they will be made available for firewood and later disposed of if not gathered for firewood. There are trails leading from the trail to the road in numerous locations along this strip and they could be utilized for this purpose.

It is our understanding that every caution should be used during this process and that safety is of the utmost concern. Given that there may be evergreen trees that need to be felled if they are found to be leaning into the Alder or are located as to not fall the Alder safely.

We thank you for your approval of this request.

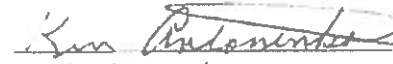
Yours truly,



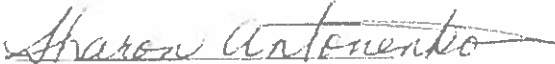
Mr. Stryker Bergstrom



Mr. Ryan Stevenson



Mr. Ken Antonenko



Mrs. Sharon Antonenko

C-1

S Pullano

Mr. Sam Pullano

J Pullano

Mrs. June Pullano

T O'Brien

Mr. Travis O'Brien

C O'Brien/Anderson

Mrs. Charleen O'Brien/Anderson

R O'Brien

Mr. Randolph O'Brien

G O'Brien

Mrs. Gloria O'Brien

C-1



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Fax: (250) 557-4568
E-mail: portclem@qcislands.net

May 11th, 2009

Randy & Gloria O'Brien
Box 293
Port Clements, BC
V0T 1R0

Re: Removal of Salmonberry bushes & Alder Trees

Dear Randy & Gloria;

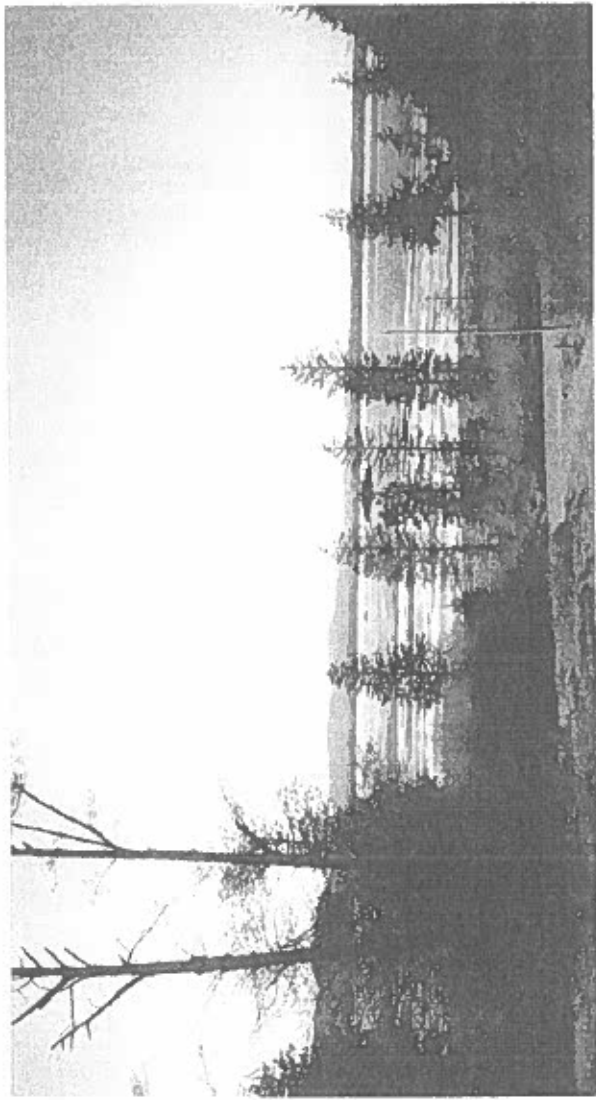
At the regular meeting of Council, May 4th, 2009, Council has approved your request for the remove of Salmonberry bushes & Alder trees in front of your property at 268 Bayview Drive for the 2009 year. Yearly requests must be presented in writing to the Village Council for approval. Please notify the Village Office prior to works to ensure the safety of the trail and its users. You will be responsible for the take down and removal of the Alder trees and berry bushes from the area in front of your property.

If you have any further questions, please do not hesitate to contact the Village Office, Monday – Friday, 9:00am-1:00pm.

Sincerely
The Village of Port Clements

Heather Nelson-Smith
Clerk/Treasurer

C-1





Mayor

Ross Siemens

Councillors

Les Barkman

Kelly Chahal

Patricia Driessen

Simon Gibson

Dave Loewen

Patricia Ross

Dave Sidhu

Mark Warkentin

March 3, 2026

File: 0530-003/0400-60

Via Email

UBCM Member Municipalities

Dear UBCM Members:

Re: Support for Resolution

I am writing on behalf of Abbotsford City Council, requesting favourable consideration and resolutions of support for our proposed UBCM Resolution for Engagement on Pipeline Valuation Changes at the upcoming LMLGA Convention, in advance of the UBCM Convention this fall.

At the February 24, 2026 Council Meeting, City Council approved the following resolution:

WHEREAS in December 2025, the Province directed BC Assessment to postpone implementation of significant changes to the valuation methodology for Gathering and Transmission Pipelines, which would have resulted in substantial shifts in the tax burden from pipeline operators to residential and business property classes, creating financial impacts for local governments, and;

AND WHEREAS local governments rely on stable, predictable assessment practices for long-term financial planning, and any future changes to regulated rate property valuation methodologies (particularly within the Utilities Tax Class), will have province-wide implications for local government taxation, budgeting, and equity among property classes;

THEREFORE BE IT RESOLVED that the Union of British Columbia Municipalities urge the Province of British Columbia to direct BC Assessment to undertake a robust and fulsome engagement process with local governments and regional districts, through UBCM, prior to advancing any future changes to the valuation methodology for Gathering and Transmission Pipelines or other major regulated utility properties, including sufficient notice, clear disclosure of financial impacts, and opportunities for local government input before decisions are finalized.

Sincerely,

Ross Siemens
Mayor

c. Council members
Peter Sparanese, City Manager



March 3rd, 2026

RE: Request for Support – Resolutions to Strengthen Rural Health Care

Dear NCLGA Member Municipalities,

The District of 100 Mile House is bringing forward resolutions to the upcoming NCLGA convention focused on improving access to health care across rural and remote communities in our region.

Communities throughout the South Cariboo and the broader NCLGA area continue to face significant healthcare professional shortages. Current restrictions on Nurse Practitioner service hours are limiting access to primary care and increasing pressure on local emergency departments. Greater flexibility and sustained support for expanded Nurse Practitioner services would provide a practical, community-driven solution to help address these gaps.

In addition, long-term stability in rural health care depends on investing in education and training. Expanding healthcare training seats, reducing barriers to rural practice, and creating incentives for professionals to live and work in rural communities will help build resilient, self-sustaining regions. Working collaboratively through Union of British Columbia Municipalities, we can advocate to the Province for meaningful and sustained support.

We respectfully ask for your support and advocacy for these resolutions to strengthen rural health care now and into the future.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Maureen Pinkney'.

Mayor Maureen Pinkney
District of 100 Mile House

C-3

North Central Local Government Association – 2026 Resolution Submission

Resolution #1 : Expansion of Nurse Practitioner Services to Address Rural Health Care Gaps

WHEREAS there is a significant and ongoing shortage of health care professionals in the South Cariboo and across communities within the Northern Central Local Government Association (NCLGA) region;

AND WHEREAS access to reliable and timely health care services is essential to the effective treatment, recovery, and overall well-being of residents in small rural, and remote communities throughout British Columbia;

THEREFORE BE IT RESOLVED that the NCLGA, in collaboration with the Union of British Columbia Municipalities (UBCM), advocate to the Provincial Government for increased and sustained support for the expansion of the Nurse Practitioner Services as a means to address health care service gaps and better meet the needs of rural British Columbians.

Resolution #2 : Expansion of Support for Medical Professional Services

WHEREAS there is significant and on-going shortages of healthcare professionals in the South Cariboo and across communities in Northern Central Local Government Association (NCLGA)

AND WHEREAS Efforts have been made in some healthcare professions, many other healthcare professions need attention for the overall wellbeing of residents in small, rural, and remote location;

THEREFORE BE IT RESOLVED THAT the NCLGA, in collaboration with the Union of British Columbia (UBCM), advocate to the Provincial Government for increased educational training seats in any appropriate college/university;

AND FURTHER BE IT RESOLVED THAT the NCLGA, in collaboration with the Union of British Columbia (UBCM), advocate to the Provincial Government look to reduce any barriers in accessing those training seats and create incentives to encourage healthcare professionals to practice in rural areas.



C-3

Marjorie Dobson

From: Dale Wheeldon <dwheeldon@bceda.ca>
Sent: February 26, 2026 3:49 PM
To: Scott Cabianca
Cc: Marjorie Dobson
Subject: BCEDA Membership – Supporting Economic Development in Port Clements

Dear Mayor Cabianca, Village of Port Clements

I hope this message finds you well.

I'm reaching out to personally invite your community to both join the British Columbia Economic Development Association (BCEDA) and participate in the 2026 BC Economic Summit, taking place May 11–14, 2026 in Penticton, BC.

Today, over 80% of local governments in British Columbia are members of BCEDA, recognizing the importance of having access to trusted economic development resources, training, and provincial connections. BCEDA supports local governments across British Columbia by strengthening economic development capacity, fostering collaboration, and helping communities navigate growth, disruption, and recovery.

An Organizational Membership provides value for your entire local government, including:

- Discounted access for multiple staff and elected officials to BCEDA training, webinars, and learning events
- Professional development resources for economic development teams
- Province-wide peer networks and shared learning
- Practical tools and best practices for community economic development
- Priority access to BCEDA programs and initiatives
- A collective provincial voice advocating for local economic development priorities

If your community has not previously been involved, this is an excellent opportunity to connect with peers facing similar challenges and learn from communities across the province.

To welcome new communities, we're pleased to offer one-time-use membership discount codes for first-time members. You can join BCEDA here: <https://www.bceda.ca/join.php> and use the following discount codes.

- \$150 off Organizational Membership
Code: New26Org
- \$75 off Individual Membership
Code: New26Pr

In addition, once your community joins BCEDA, staff and Council members may use the following Summit registration discount:

- \$100 off full Summit registrations
Summit Code: NewMem26

- Summit registration is available at: www.bceconomicsummit.ca

The BC Economic Summit is BCEDA's flagship annual gathering of local governments, Indigenous Nations, regional organizations, and industry partners. Over four days, participants engage in practical sessions focused on community resilience, workforce development, investment readiness, healthcare and economic development linkages, security and safety, and innovative approaches to local growth.

We would be delighted to welcome your community into the BCEDA network and to see your team in Penticton this May.

Even if you decide not to become a member of BCEDA, we do encourage you to share your best practices in economic development by submitting an award nomination for the [BC Economic Development Awards](#).

If you have any questions about membership, Summit programming, or how BCEDA can support your community's economic development goals, please don't hesitate to reach out directly.

Warm regards,

Dale Wheeldon
President & CEO

Marjorie Dobson

From: Elizabeth Stewart <st6an7g5@qcislands.ca>
Sent: February 25, 2026 11:17 AM
To: Marjorie Dobson; Mayor & Council - VOPC
Cc: porthallhg120@outlook.com
Subject: Upcoming Port Clements Community Hall ("PCCHSHG") Event Dates

Hello Marjorie:

The following are the 2026 Upcoming Events for the Port Clements Community Hall. Can you please ensure that the Council receives this information so that any repairs, etc. that are planned for the Hall can be scheduled around these dates.

February 25th (Wednesday) - Hall rented for presentation by Cypress Land Services from 4pm to 8pm

March 6-7 (Friday & Saturday) - Hall rented for Ducks Unlimited (setup Friday and Event on Saturday)

March 31 - (Tuesday) - PCCHSHG AGM & Membership Drive - Date to be Confirmed

April 24-26 (Friday - Sunday) - Port Clements Community Market Hall Fundraiser (setup Friday; 2-day Market Saturday & Sunday)

May 22-23 (Friday & Saturday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday)

June 12-13 (Friday & Saturday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday)

July 10-11 (Friday & Saturday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday)

July 17-19 (Friday - Sunday) - Hall rented for Wedding (setup Friday, Event Saturday, teardown Sunday)

August 14-15 (Friday & Saturday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday)

September 25-26 (Friday & Saturday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday)

*****October 10, 17 or 31 - Possible Fundraiser Dance??*****

October 23-25 (Friday - Sunday) - Port Clements Community Market Hall Fundraiser (setup Friday; 2-day Market Saturday & Sunday)

November 20 & 22 (Friday & Sunday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Sunday)

December 18-20 (Friday-Sunday) - Port Clements Community Market Hall Fundraiser (setup Friday; Market Saturday & Sunday)

**** NOTE: Port Clements Community Market Hall Fundraiser Dates are Tentative and may need to be moved around to accommodate other Hall Rentals.****

Thank-you for your attention to this matter ..

Mòran taing,

Betty Stewart
Secretary
PCCHSHG

CAUTION: This email originated from outside of the Village of Port Clements Network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: admin@goyellowhead.com <admin@goyellowhead.com>

Sent: February 18, 2026 11:11 AM

To: inquiry@barriere.ca; adminservices@valemount.ca; 'BC Burns Lake' <village@burnslake.ca>; 'BC Clearwater' <admin@docbc.ca>; 'BC Fort St James' <district@fortstjames.ca>; 'BC Ganisle' <general@villageofgranisle.ca>; 'BC Hazelton' <info@hazelton.ca>; 'BC Hope (District)' <info@hope.ca>; 'BC Kamloops' <info@kamloops.ca>; 'BC Masset' <cao@masset.ca>; 'BC McBride' <mcbride@mcbride.ca>; 'BC Merritt' <info@merritt.ca>; 'BC New Hazelton' <info@newhazelton.ca>; Marjorie Dobson <cao@portclements.ca>; 'BC Port Edward' <info@portedward.ca>; 'BC Prince George' <cityclerk@princegeorge.ca>; 'BC Smithers' <general@smithers.ca>; 'BC Stewart' <info@districtofstewart.com>; 'BC Sun Peaks Mountain Resort' <reception@sunpeaksmunicipality.ca>; 'BC Telkwa' <info@telkwa.ca>; 'BC Terrace' <cityhall@terrace.ca>; cao@fraserlake.ca; cityhall@princerupert.ca; districtofkitimat@kitimat.ca; doh@houston.ca

Subject: Call for 2026 Resolutions to the Trans Canada Yellowhead Highway Association AGM

2026 will mark 100 years for the TCYHA in advocating for and promoting the Yellowhead Highway Corridor. We have the highway built, now we need to collaboratively ensure that it continues to be improved to meet the growing economic needs of our region.

Our Annual General Meeting is scheduled for Friday May 29th at which time Resolutions will be considered; please refer to the attached PDF that explains the process.

We would like to add that prior to the AGM there will be a Town Hall (virtual and in-person) with members of the Senate of Canada providing another opportunity to identify areas of collaboration.

Safe travels,

John

H. John Wojcicki

C.A.O.

Trans Canada Yellowhead Highway Association

(TCYHA est' in 1947 ~ YHA est'd in 1926)

11211 – 76 Ave. NW Edmonton, AB T6G 0K2

Ph: 780.761.3800

Email: admin@goyellowhead.com

www.goyellowhead.com

#GOYH @GOYellowhead

“Celebrating the TCYHA 79th Anniversary”

“YHA Serving Western Canada for 100 years”

 yellowhead

“The TCYHA respectfully acknowledges that the highways, municipalities, and businesses on and along our Yellowhead Highway Corridor are situated on the traditional lands and routes

C-b

traveled of First Nations and Métis people whose presence continues to enrich our vibrant communities."

Copy: TCYHA BC Director, Knut Bjorndal, Mayor, Port Edward
TCYHA BC Director, Dan Franzen, Director, NCRD
TCYHA BC Director, Art Kaehn, Vice-Chair, RDFFG
TCYHA BC Director, Joe Kolida, Councillor, McBride
TCYHA BC Director, Pete Pearson, Councillor, Valemount (TCYHA Board President)
TCYHA BC Director/Resolutions Chair, Sandy Salt, Life Member, Valemount

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C-6



Call for 2026 Resolutions Notice

Celebrating 100 Years of Collaboration ~ 1926 - 2026

Resolutions provide an opportunity for local governments of all sizes and from all areas of the TCYHA region/Yellowhead Corridor to express concerns, share their experiences and take a united position.

The date for our Annual General Meeting has been set for Friday May 29th – this will also be our Centennial celebration. As in previous years, the Annual General Meeting will be in Edmonton AB as a hybrid event; both In Person as well as virtual participation (by Zoom).

We take this opportunity to invite your Municipality to consider preparing a Resolution(s) for the AGM in hopes this provides ample time to consider making a submission.

Are there any issues concerning the highway (TC Yellowhead #16 or BC Yellowhead #5) that are bothering you? Is there anything to do with the highway corridor that is of concern to your municipality? Is it infrastructure improvements that are needed, or better signage, or some other issue that you need assistance with to advocate to Government. If so, please construct that in the form of a Resolution and submit it for discussion at our Annual General Meeting.

Our members submit resolutions on province-wide or region-specific issues for consideration by the full membership at the TCYHA's Annual General Meeting. Resolutions endorsed by the membership are conveyed to senior levels of government and other stakeholders involved in the affairs of our four western provinces.

Resolutions must be submitted by a member community in order to reach the floor at the TCYHA Annual General Meeting. A representative of the municipality is required to present the Resolution for it to be voted on; this assures that if there are any questions concerning the Resolution someone would be available to answer.

We would like to give municipalities' sufficient time to consider submitting Resolutions and we encourage you to begin the process and submit at your earliest convenience. At this time the deadline for submitting Resolutions for consideration at the AGM is set for Thursday April 30th.

The procedures and forms can be found at: <https://www.goyellowhead.com/association/resources/>. Please ensure that all the documentation is completed prior to submission.

Submit your resolution(s), with the Subject line "TCYHA Resolutions **2026** – Attn: Resolutions Chair" to admin@goyellowhead.com.

If you would like any further information on the above, including the Zoom link for the AGM, contact our C.A.O. John Wojcicki at admin@goyellowhead.com.

Thank you.

Safe travels and stay healthy,

A handwritten signature in black ink, appearing to read "Pete Pearson".

Pete Pearson (Councillor, Valemount BC)
President
TCYHA Board of Directors

A handwritten signature in black ink, appearing to read "Sandy Salt".

Sandy Salt (Life Member)
Resolutions Chair
TCYHA Board of Directors

6

VILLAGE OF PORT CLEMENTS SUBDIVISION SERVICING BYLAW



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 17th DAY OF FEBRUARY 2026.

READ A THIRD TIME THIS 16th DAY OF MARCH 2026.

RECONSIDERED AND ADOPTED THIS 16TH DAY OF MARCH 2026.

Certified to be a true copy:

Scott Cabianca
Mayor

Marjorie Dobson
Chief Administrative Officer

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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*;

"*APPROVING OFFICER*" means a person appointed under Section 77 of the Land Title Act as an *Approving Officer* 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 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:

- 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;

"*PUBLIC WORKS WORKING FOREMAN*" 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
- (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 *PUBLIC WORKS WORKING FOREMAN* 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.

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* and *walkways* shall be located, *constructed*, and otherwise meet the standards found in Schedule “A” Design Criteria, Specifications and Standard Drawings, of this Bylaw.
- (2) *Highways* and *walkways* 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 PUBLIC WORKS WORKING FOREMAN will approve connection(s) to *Village* infrastructure.

- (2) The PUBLIC WORKS WORKING FOREMAN 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.

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 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 extended services;
 - ii) determined which part of extended services will benefit each *parcel* served; and
 - iii) imposed as a condition of an *owner* connecting to or using the 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 a minimum 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 ¾ inch diameter.
 - (b) Curb 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) Design Speed:
 - (a) All *roads* classified as collector streets shall be designed for 50 km/hour.
 - (b) Arterial streets shall be designed for 30 km/hour or as required by the *Village*.

9.0 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, Chapter C.4 Rural Pedestrian Design Considerations, as amended from time to time, should also be consulted to ensure accessibility is considered in walkway design.

10.0 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. The *Village* will not consent to infrastructure connections 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).
 - (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*.

11.0 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.

12.0 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.

13.0 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) 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.

14.0 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 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

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;
- 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;
- 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:

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

The details provided shall include:

- a) Typical road construction details;
- b) Typical pavement structure(s), where required;
- c) Walkway details;
- d) 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 Wiring and Street Lighting Plan

The 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.

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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 PUBLIC WORKS WORKING FOREMAN may alter the Plans because of conditions at the site, so that the Works function and operate in a manner satisfactory to the PUBLIC WORKS WORKING FOREMAN. Should the Works, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the PUBLIC WORKS WORKING FOREMAN, 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:	
-------	--	------------	--	-------	--

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:	
--------------	--	-------------------	--	--------------	--

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.

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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 posted 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

Approved: Marjorie Dobson, Chief Administrative Officer
Author: Lori Wiedeman, Morale Consulting, Statutory Approving Officer
Date: March 4, 2026
RE: Development Variance Permit for 17 Bayview Drive

RECOMMENDATION(s):

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Variance Permit No.2026-03-16 for 17 Bayview Avenue, Village of Port Clements, subject to confirmation of registration of legal agreements, in accordance with:

1. Development meeting all Zoning Bylaw requirements, except for the following variances:
 - a. Minimum Setbacks:
 - Front: reduce from 7.5 m (24.6') to 4.6 m (15')
 - Side: reduce from 6 m (19') to 1.5 m (4.9')
 - Rear: reduce from 6 m (19') to 4.6 m (15')
2. Property owners agreeing to the placement of a sewer Right-of-Way easement in favor of the Village of Port Clements on the Title of the property.
3. Property owners entering into a Section 219 Covenant with the Village to indemnify and release the Village from claims that may arise "should the property owners build on the property or move other structures on the lot within the floodplain setback and the building later be damaged as a result of a flood, erosion, tsunami or other environmental causes."

BACKGROUND:

The owner of the property, Brandon Barton, through his Agent Sarah Hunt of Port Clements, has applied for a Development Variance Permit (DVP) to vary the minimum side setbacks required in the C-2 Commercial Service Zone to build a garage as an accessory building or structure. In the future, the owner would also like to be able to build or move other structures up to the boundary of the sewer line.

The request for a Section 219 Covenant arises as a result of the requirements in Zoning Bylaw #184/1990, Part 4: General Provisions, Section 4.2: Flood Damage Prevention and would be put in place to allow the property owner to build or move other structures on the lot at the rear of the property while also perfecting the title of the Village's sewer line. It should be noted that the Section 219 Covenant would not provide authorization to vary setbacks for future building/structure placement on the parcel.

Village of Port Clements - Report to Council – DVP 17 Bayview Drive

As the complete application was received by the Village on February 6, 2026, and Zoning Bylaw #444/2026 had not been adopted yet, the provisions of Bylaw #184/1990 apply to this application. It is noted in the body of the report where the new Bylaw #444 provisions vary from those of Bylaw #184.

PROPERTY INFORMATION:

Applicant:	Sarah Hunt (AGENT)
Owner:	Brandon Barton
Civic Address:	17 Bayview Drive, Port Clements BC V0T 1R0
Legal Description:	Roll: 25-566-20030.050 LOT A (SEE BV120897), BLOCK 30, DISTRICT LOT 746, QCLD
Size of Property:	2,725 m ² (8,943 sq ft)
Zoning Designation:	C-2 Commercial Service Zone
OCP Designation:	Residential

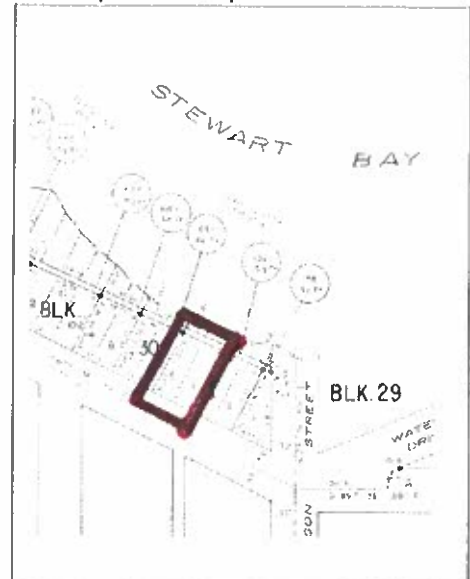
SITE AND SURROUNDING AREA:

The subject property (highlighted in red) is located on Bayview Drive, with the back of the property bordering on the natural boundary of the ocean. The property is currently undeveloped.

Water and sewer services are available for connection and the Village has a sewer line located at the back of the property along the ocean, however, there is no easement indicated on the State of Title certificate.

The site is flat, cleared, and sloped toward the inlet. There are some trees at each corner of the lot, and there is a driveway entering the lot from the street. The site is largely rectangular other than the natural boundary of the ocean.

The site is one of only two parcels zoned Commercial Service C-2 in the area. The surrounding parcels consist mainly of residential (Mobile Home MH-2 and Residential Urban R-1), the majority of which are pre-existing. Some may be non-conforming with Zoning Bylaw #184/1990.



BYLAW REQUIREMENTS:

The proposed development is regulated by Zoning Bylaw #184/1990, which requires the following:

Requirement	Development Plan	Comment
Permitted Uses: Accessory buildings and structures	Proposed: Commercial garage	No variance required
Minimum Setbacks: Front: 7.5 m (24.6') Rear: 6 m (19.6') Side: 6 m (19.6') abutting residential	Proposed: Front: 4.6 m (15') Rear: 4.6 m (15') Side: 1.5 m (4.9')	Variance Requested: Front: 2.9 m (9.6') Rear: 1.4 m (4.6') Side: 4.5 m (14.7')
Minimum Site Coverage: 60%	Proposed: 11.17%	No variance required
Minimum Floor Area: 55.0 m ² (5.1 sq ft) per use	Proposed: 74.3 m ² (800 sq ft)	No variance required

Village of Port Clements - Report to Council – DVP 17 Bayview Drive

Requirement	Development Plan	Comment
Building Height: 3.6 m (11.8') for accessory buildings/structures	Proposed: 3.6 m (11.8') or less	No variance required
Flood Damage Protection: No building or part thereof, except small outbuildings, shall be located within 7.5 m (25') of the natural boundary of the sea	Proposed: Allow owner in future to build or move structures on the lot up to the sewer easement	A Section 219 Covenant would indemnify the Village and perfect title for the sewer easement
Off Street Parking: Where a principal building is setback from the required front yard, parking may be provided in such required front yard, providing that the area between the front lot line and the front of the building is not decreased below the front setback required for these zones	Proposed: Front: 4.6 m (15')	Front setback variance requested would not comply with this requirement. <i>NOTE: This provision is removed under Bylaw #444/2025</i>

USABLE SPACE IMPACTS:

The 30 m x 20 m (100' x 66') size of the parcel means meeting the front setback of 7.5 m (24.6'), rear of 6 m (19.6'), and side setbacks of 6m (19.6') would reduce the allowable usable space of the lot by about 77% or 470 m² (5,060 sq ft) of a 613.16 m² (6,600 sq ft) parcel.

The proposed garage is 6 m x 12 m (20' x 40'). It would fill most of the 8.53 m x 16.76 m (28' x 55') usable space remaining. The Agent for the owner submits that this is a significant, unnecessary hardship, and would make it very difficult for anyone to ever develop the land in a meaningful way.

Given the site characteristics and constraints of the parcel, placement at the corner of the lot would provide adequate space for additional development on the property in the future.

NEIGHBORING MINIMUM SETBACKS COMPARISON:

The Mobile Home Park Zone (MH-2), which abuts the parcel on both sides does not have any setback requirements and therefore would not conflict with the variance request.

The Residential Urban Zone (R-1), which is across the street from the parcel has the following setback requirements for accessory buildings and structures: Front 12 m (39.3'); Rear 1.5 m (4.9'); and Side 1.5 m (4.9').

The setback variances requested would allow the property owners to construct the garage as proposed. The side setback would match that of the R-1 zone, while the rear setback would exceed it. The main difference would be in the front setback for the R-1 zone which is significantly larger at 12 m (39.3') vs. the proposed 4.6 m (15') setback if the variance is granted.

NOTE: The Village has received some inquiries regarding the garage being used for commercial purposes, concerns about potential noise level, and having a commercially zoned property in an otherwise residential zone.

FLOOD DAMAGE PROTECTION:

There is approximately 15.24 m (50') between the rear of the proposed garage and the sewer line, without becoming non-compliant with the Flood Damage Protection provisions.

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Village of Port Clements - Report to Council – DVP 17 Bayview Drive

Section 4.2 Flood Damage Protection specifies that no building shall be located within 7.5 m (25') of the natural boundary of the sea. However, as the Village has not designated this area as being in a flood plain through a bylaw pursuant to Section 524 of the *Local Government Act* (LGA) this restriction can be varied. Bylaw #444/2026 will increase the setback to 30 m (98.4') once adopted.

The Village of Port Clements 2022 Coastal Erosion Report identifies this property as having a Flood Construction Level (FCL) of 5.5 m (18 ft) as well as a high erosion susceptibility. It is reasonable that the FCLs should be taken into consideration when assessing this application.

As there are a number of residential properties in the surrounding area, Council can consider the history of flooding when assessing reasonableness of granting the variance (i.e. during the decades in which non-conforming residences existed in this area, did they ever experience flooding due to their proximity to the sea). As no such flooding events are documented, there is little by way of technical information that would suggest that this construction poses risks.

Through the Section 219 Covenant the Village can impose obligations on how construction can proceed on the subject property and can incorporate indemnity and release provisions that would have the effect of insulating the Village from claims that may arise should a building later be damaged as a result of environmental causes. This covenant would then be registered on title to the property similar to a statutory right of way so that it will run with the lands and both inform and bind future owners.

OFF STREET PARKING

In the Official Community Plan (OCP) the property is included in the residential land use area and not identified as commercial. The proposed development is for a storage garage as an accessory building/structure. There is no specific required number of parking spaces identified for generic "commercial" properties where the lot is undeveloped. If a commercial use is proposed in future for development of the parcel, the parking requirements would have to be reconsidered based on the intended use.

IMPLICATIONS:

- STRATEGIC:** Council identified 'Encouraging and Supporting Land Development' as one of their key Strategic Priorities in their 2021-2026 Strategic Plan.
- FINANCIAL:** A Section 219 Covenant, registered on title, that indemnifies the Village should a future building be later damaged as a result of flood, erosion, tsunami or other environmental causes is consistent with best practices of other municipalities. Including the perfection of the sewer easement in the covenant would be in the long term interest of the Village.
- ADMINISTRATIVE:** The requested variances for minimum setbacks are moderate and within Council's authority. This property is currently undeveloped and as such could potentially meet the required setbacks. Granting the variance could set a precedent for future development variance request in the Village. Restricting the "use" of the building to "storage purposes" would ensure that current and future owners would not be able to introduce other uses that might conflict with neighbors quiet enjoyment of their properties.

Respectfully submitted
Marjorie Dobson, Chief Administrative Officer



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

APPLICATION FOR A DEVELOPMENT VARIANCE PERMIT

Land Development Application Forms Policy Schedule B

COLLECTION OF INFORMATION

The personal information on this form is collected under the authority of the *Local Government Act*. The information collected will be used to process your application, and it may be necessary for the Village to provide this information to other agencies involved in the review and approval process. If you have any questions about the collection, use and disclosure of this information, contact the Chief Administrative Officer of the Village of Port Clements at 250 557 4295 or cao@portclements.ca.

The information in this application may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*. Further information can be found at <http://www.gov.bc.ca/citz/iso/foi/submit/general/>

APPLICANT INFORMATION		DESCRIPTION OF PROPERTY	
Business Name:		Full Civic Address:	
Contact Name: Sarah Hunt		17 Bayview Dr, Port Clements BC	
Address: 21 Jasper St APT 303; PO Box 146		Full Legal Description:	
City: Port Clements	Postal Code: V0T 1R0	Area-Jurisdiction-Roll: 25-566-20030.050	
Telephone: 250-637-1065			
Email: sarah.hunt8@gmail.com			
IF APPLICANT IS NOT THE REGISTERED OWNER OF THE PROPERTY			
Owner's Full Name(s): Brandon James Barton		Telephone: 250-626-9080	
Address: 21 Jasper St APT 303 Port Clements		Email: bartonbrandon4380@gmail.com	
OFFICIAL COMMUNITY PLAN		ZONING	
Current OCP Designation: Commercial Core Zone		Current Zoning: C-2	
SITE AND BUILDING INFORMATION			
Site coverage:	Existing: 0% Proposed: 11.17%	Landscaped area:	Existing: _____ Proposed: 8143 sq ft
Parking spaces:	2	Useable open space:	8943 sq ft
Loading spaces:	_____	Fence height:	_____
Proposed Gross Floor Area:	800 sq ft	Proposed % of Lot Covered:	11.17%
BRIEF PROJECT DESCRIPTION			
erection of garage and storage shed			
As the Village of Port Clements is situated on the unceded and traditional territory of the Haida Nation, archeological sites may be present. Archeological sites are protected by the <i>Heritage Conservation Act</i> whether on public or private land. Developments that involve excavation, movement, or disturbance of soils have the potential to impact archeological materials, if present.			Will your project involve excavation, movement, or disturbance of soils? <input checked="" type="radio"/> YES <input type="radio"/> NO
VARIANCE INFORMATION			
Zoning Sign Other Bylaw			
Bylaw and Section	Bylaw Requirement	Variance Requested	Difference
184 7.1.6 H. 1	front setback 7.5m	4.6m	2.9m
184 7.1.6 H. 2	rear setback 6m	4.6m	1.4m
184 7.1.6 H. 3	side setback 6m	1.5m	4.5m

APPLICANT / AGENT AUTHORIZATION - Complete ONE of the following:

If there are multiple owners or the property is owned by a company, the signatures of all owners or company signatories must be included.

1. OWNER is the APPLICANT:

I certify that:

- a. I/(we) am/(are) the owner(s) of the real property referenced in this application, and (we) am/(are) registered as such in the Land Registry Office in Victoria BC;
- b. I/(we) agree to indemnify and keep harmless the Village of Port Clements and its employees against all claims, liabilities, judgements, costs and expenses whatsoever which may in any way occur against the Village and its employees in consequence of and incidental to, the consideration of this application, and that
- c. all the information about and on all plans and other attachments is true, correct and complete and I/(we) make this declaration knowing that it is of the same force and effect as if made under oath and by virtue of the Canadian Evidence Act.

Registered Owner (print name) _____ Signature: _____ Date: (yyyy/mm/dd) _____

Registered Owner (print name) _____ Signature: _____ Date: (yyyy/mm/dd) _____

2. AGENT applying on behalf of the OWNER:

I certify that:

- a. I am the authorized agent of Brandon Barton, who is/(are) the registered with the Land Registry Office in Victoria BC as the owner(s) of the real property referenced in this application;
- b. I agree to indemnify and keep harmless the Village of Port Clements and its employees against all claims, liabilities, judgements, costs and expenses whatsoever which may in any way occur against the Village and its employees in consequence of and incidental to, the consideration of this application (It is understood that until the Village of Port Clements is advised in writing that I am no longer acting on behalf of the undersigned registered owner, the Village shall deal exclusively with me with respect to all matters pertaining to the proposed application); and
- c. all the information about and on all plans and other attachments is true, correct and complete and I make this declaration knowing that it is of the same force and effect as if made under oath and by virtue of the Canadian Evidence Act.

Agent (print name) Sarah Hunt Signature:  Date: (yyyy/mm/dd) 2026/02/06

Registered Owner (print name) Brandon Barton Signature:  Date: (yyyy/mm/dd) 2026/02/06

Registered Owner (print name) _____ Signature: _____ Date: (yyyy/mm/dd) _____

REQUIRED SUBMISSIONS AND FEES

This checklist outlines the mandatory requirements for a complete submission. Make cheques payable to the Village of Port Clements. Further submission materials may be required during application processing. Incomplete Applications will be returned.

Required Items:

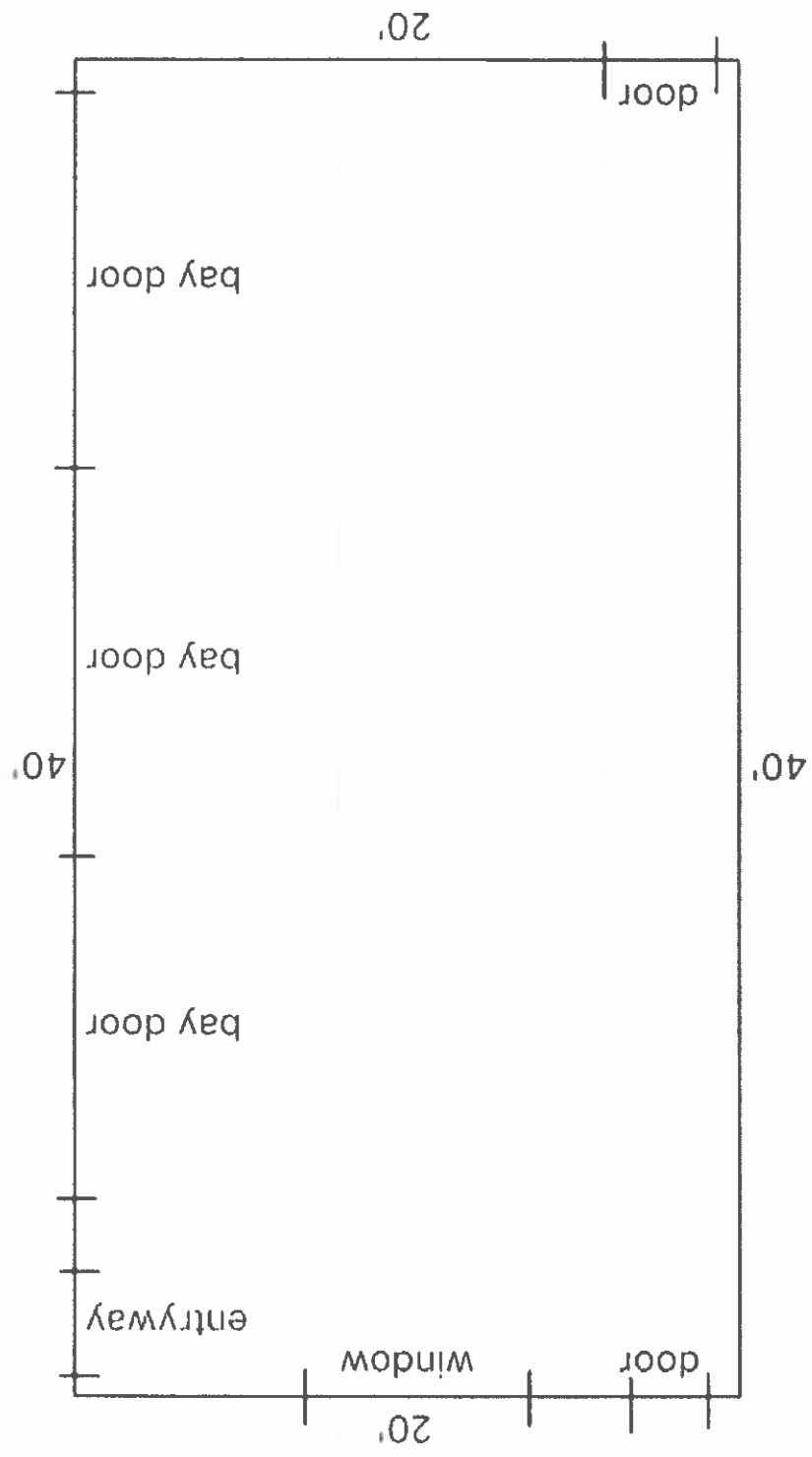
- Completed and signed Application Form and Fee
- Copy of the State of Title Certificate showing any property encumbrances, covenants, easements, rights-of-way or other charges (avail. at Land Title Office).
- Copy of the signed Contaminated Sites Disclosure/Declaration Statement.
- A sketch plan of the proposed layout with metric dimensions, including any existing buildings or water courses/water bodies on the property in relation to the legal property boundaries. (must be in PDF format)
- A separate written summary, including a description of the proposed development and reasons/rationale explaining how the proposal conforms with the applicable Guidelines in the OCP or reason for non-conformance.

Application Fees

1	Development Variance	\$350
2	Public Hearing	\$300
3	Sign security deposit	\$150

Where applicable, include these items: (may also be required at the discretion of the CAO or Statutory Approving Officer)

- Professional architectural drawings or landscape submissions.
- Site Servicing Report.
- Sewage Report.
- Any test required by the Northern Health Authority.
- Development Permit and Plan.
- Environmental Impact Assessment.
- Hydrological Study or groundwater assessment.
- Tree Assessment and Wind Study.
- Geotechnical Study
- Transportation and Traffic Impact Study.
- Archaeological Assessment
- Wildfire Hazard Assessment.
- Other studies as deemed necessary.





E Cedar Ave

Froese Subdiv

Jasper St

Bayview Dr

Water Dr

Dyson St

May Ave

Bayview Dr

Water Drive
7 Bayview Dr (4th)
11 Bayview Drive
9 Bayview
70m

17

90 Bayview 100m

40m

12 Bayview Dr.

140m

120m

120m

110m
1 May Ave

From: Mary K. Standbridge
12 Bayview Drive, Box 223
Port Clements, BC V0T 1R0
250-557-4586

March 9, 2026

Delivered By Hand

To: Mayor & Council
Village of Port Clements
Box 198
Port Clements, BC V0T 1R0

RE: Development Variance Application for 17 Bayview Drive, Port Clements, BC to Reduce all Setbacks to enable the building of a Garage as an Accessory Building or Structure (to be used solely for storage) to be constructed at 17 Bayview Drive



Please accept this letter as my Formal Opposition to this Development Variance Application at 17 Bayview Drive, Port Clements, for the following reasons:

1. This Building will block what little view of the Bay I have left (right now, there is an old broken down Grumman-style Van, a roll of some kind of fabric/material and a bunch of used wood on this property which isn't aesthetically pleasing, but at least, at present, I am able to see the Bay from my View Lot across the street from 17 Bayview).
2. According to the Village of Port Clements Zoning Bylaw No. 184, "**An Accessory Building** or structure is a Subordinate, Detached Building or Structure **located on the same lot as the main building.** It must be used for the better enjoyment of the principal building, such as private garages, toolhouses, and carports."

According to information provided by the Village Office, this "Accessory Building" is going to be 800 square feet in size. The Zoning Bylaw states that an Accessory Building's height is restricted to 3.2 meters (11 feet) tall and that the maximum permissible structural coverage (all inclusive) is restricted to 60% of the lot.

How does this qualify as an Accessory Building or structure, when there is no main building on the lot or in this proposal?

Can I please have a detailed plan of this Accessory Building, its placement on the lot, where the parking will be situated, as well as where the property access off of Bayview Drive will be located.

3. Actual Property Size & Setbacks:
 - a) When was the last time this property was surveyed? With the erosion factor affecting all properties along the Bay/Inlet, how does the owner know that the

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square footage of the property is actually 8,943 Square Feet, or is the Owner basing their calculations on the information found on the BC Assessment website for 17 Bayview Drive? How can the Setback Variances be requested if the current information hasn't been acquired via a current legal survey? If the Accessory Building is going to be 800 square feet, why is it necessary to apply to Decrease the Setbacks at all?

- b) There is an existing sewer line easement (10 feet) on this property (exact location is unknown by the author). Has the applicant taken into account the distance required from this sewer line to the intended Accessory Building (or future main building) placement?
- c). Section 1.4 of the Community Charter - Arterial Highways:

Municipalities have always had the right of possession of local highways but ownership was in the name of the province. The Community Charter gives municipalities ownership of most municipal highways. **Only routes designated as Arterial Highways pursuant to the Transportation Act and the roads and lands described in Section 35(2) of the Community Charter remain in the possession of the Crown.**

Bayview Drive is an Arterial Highway (744R), which falls under the Ministry of Transportation & Transit's purview. Any applications to vary setbacks along the arterial highway (Bayview Drive), to apply for a proper access from the arterial highway, reduce the front setback, conduct works for the property from the highway (i.e. dumping loads of dirt, crush, etc.), require several permits to be applied for and approved prior to obtaining the Permits from Ministry of Transportation & Transit.

- d) Has consideration been given to the fact that the foreshore can't be built on?

4. Environmental Impact and Safety Considerations.

If the Applicant is intending on using this Accessory Building as a Garage, what will be stored in this Garage? There is a concern for the types of goods that may be stored in this Building due to Fire, Environmental, Toxic Fumes, etc. Is this Building going to be used to store vehicles or equipment that are being worked on? Will gasoline; solvents; oil; paints; aerosol cans; greasy rags; lacquers; degreasers; body filler products (bondo, etc.) and other toxic/flammable products be stored in this building or on the property? This is a concern for my own safety and the safety of my neighbours. The safe storage and handling of dangerous goods is paramount to neighbourhood safety and the prevention of contamination ending up in the Bay/Inlet.

Thank-you for your attention to this matter.

Sincerely,



Mary K. Standbridge

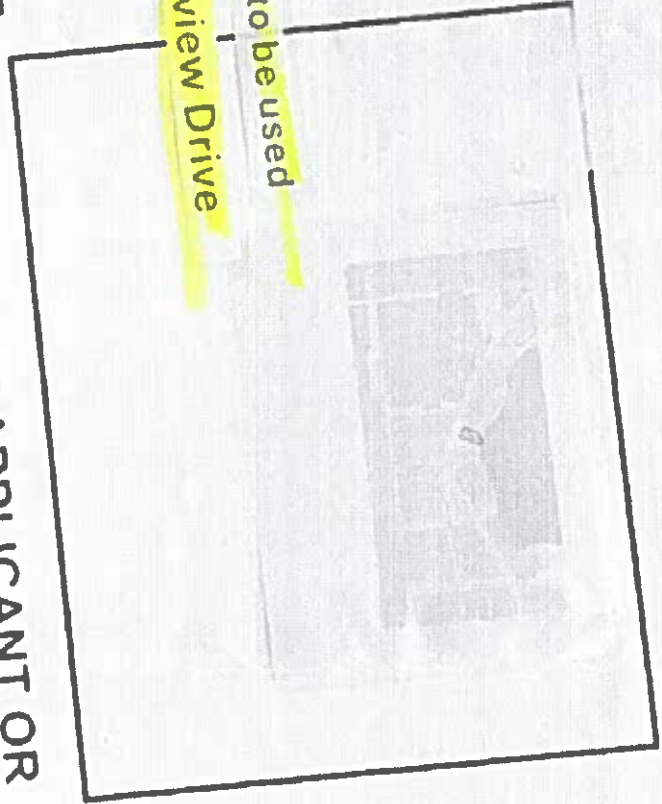
G-2

DEVELOPMENT VARIANCE APPLICATION AN APPLICATION HAS BEEN SUBMITTED TO THE VILLAGE OF PORT CLEMENTS

Brandon Barton

HAS APPLIED TO THE VILLAGE OF PORT CLEMENTS
FOR PERMISSION TO VARY: The following setbacks:

- Front from 7.5 m to 4.6 m _____
- Side from 6m to 1.5m ➤ Rear from 6 m to 4.6 m
- For a garage as an accessory building or structure (to be used solely for storage) to be constructed at 17 Bayview Drive



COUNCIL WILL CONSIDER THIS APPLICATION ON:
March 16, 2026, at 6:00 PM

FURTHER INFORMATION CAN BE OBTAINED FROM THE APPLICANT OR
THE VILLAGE OF PORT CLEMENTS AT 250 557 4295

RECEIVED

MAR 10 2026

Village of Port Clements



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 : 250-557-4326
FAX : 250-557-4568
Email : office@portclements.ca
Web : www.portclements.ca

Pursuant to *Community Charter* Section 127 notice is hereby given for the 2026 Regular Council Meetings. Meetings are scheduled to meet the requirement of having at least one Regular Council Meeting per month and not be held on a date which is a statutory holiday. The schedules of regular meetings are as follows:

January 26th (irregular on 4th Monday of Month instead of 3rd)
February 17th (Family Day, February 16th)
March 16th
April 21st (Easter Monday, April 20th)
May 19th (Victoria Day, May 18th)
June 15th
July 20th
August 17th
September 21st
October 19th
November 16th
December 14th (irregular on 2nd Monday of Month instead of 3rd)

Meetings are open to the public and are held in the Council Chambers located in the Multi-Purpose Building at 36 Cedar Ave West, Port Clements, BC at 6:00 PM. Submissions of Correspondence and/or request to appear as a delegation in front of Council must be made in writing to a minimum amount of business days (see current procedure bylaw or contact Village Office for specific date and time of submission deadline) prior to the scheduled meeting.

Committees of Council Schedule

Port Clements Vibrant Community Commission	-- as required – will post in advance
Port Clements Emergency Management Commission	– as required – will post in advance
Port Clements Recreation Commission	– as required – will post in advance

Please contact the Village Office Monday through Friday 9:00 AM to 3:00 PM for updates or changes to scheduled meetings. Notices for any changes to scheduled meetings will be located on the public posting location and on the municipal website (www.portclements.ca).

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Village of Port Clements

EXPRESSION OF INTEREST



Casual / On-Call Employment

The Village of Port Clements is seeking Expressions of Interest from individuals interested in casual and/or on-call employment with the Village. This opportunity is ideal for individuals seeking casual part-time, seasonal, or casual flexible work assignments that support municipal operations.

Nature of Work

- Administration
- General labour
- Grounds maintenance and landscaping
- Assisting with water and sewer maintenance
- Road and sidewalk repairs
- Snow removal
- Facility maintenance
- Wharf and park upkeep
- Special event setup and support
- Carpentry work
- Other duties as assigned

Work will be assigned on an as-needed basis and hours are not guaranteed.

Preferred Qualifications

- Grade 12 or equivalent
- Valid Class 5 BC Driver's Licence or higher (considered an asset)
- Ability to perform physical labour in varying weather conditions
- Experience operating small equipment and hand tools
- WHMIS and Occupational First Aid (asset)
- Ability to work independently and as part of a team
- Have specialized skill sets (carpentry, plumbing, etc).

Submission Requirements

- Resume or summary outlining relevant experience
- Copies of applicable certifications and licences
- Availability (days, evenings, weekends)
- Two references

EOIs will be accepted on an ongoing basis.

Expressions of Interest may be submitted to: Village of Port Clements

Email: cao@portclements.ca

Attn: Chief Administrative Officer

G-4



REPORT TO COUNCIL

Author: Marjorie Dobson, Chief Administrative Officer

Date: March 16, 2025

RE: Regular Report on Current Operations

BACKGROUND:

The CAO/Acting CAO updates the 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:

Office Closure: Due to the increased workload at this time of the year, and reduced staff capacity, the Village Office will be closed to the public on Mondays and Fridays as of March 16, 2026, until further notice.

March 31st marks the end of the fiscal year for provincial and federal governments and mandatory requirements for the Village to fulfill some of its obligations to government departments, funding agencies, and other entities. By extension, admin staff is under additional pressure to meet reporting deadlines, complete mandatory surveys, while maintaining regular operational activities.

Locally, the upcoming property tax season has prompted a rise in the volume of telephone calls to the Village office including advice on Homeowner grants.

The examination of the Village Financial Records for 2025 is scheduled to begin March 19, 2026, when external independent auditors visit the Village office to do the field work in preparation of the audited financial statements for the year ending December 31, 2025. This exercise is mandatory and ensures financial accountability and transparency.

The process of backfilling the position of Deputy Corporate Office continues

Critical Infrastructure

- (i) Waste Water System Upgrading:
No change since last reporting
- (ii) Water System:
No change since last reporting

Other Infrastructure

- (i) St Marks Church: The facility required painting and some minor works. The contractors Len Morgan and C-Mo Gutters provided the services and to date have completed their scope of work in painting and gutter installation. The Village staff was able to provide additional services to the project. Although the facility is currently rented on a part-time basis, it is available for weddings, and other functions.

(ii) Community Hall: The renovation and retrofitting of the facility continue and is being done in stages. To date the metal roofing, siding, and doors were replaced, building deck erected, new flooring were installed in some areas, ceiling and drywall issues were addressed. The installation of new glass windows became the centre of attention and conversation. The windows improved the aesthetics, and natural lights were able to enter the building thereby enhancing energy efficiency. Dennis Deault was contracted to do the work.. Other aspects of the project will continue during the year.

(iii) Rainbow Wharf: The replacement of railing is substantially completed. Lee Russ was contracted to replace the railings while other individuals played a minor role in the project.

The Mobi-Mat will be installed on the completion of the railing replacement.

Finance:

- Preparing reports for grant funding agencies,
- Completing preliminary work on the expected income and expenditures for the 2026 budget.
- Continued routine accounts payable, accounts receivable, payroll and bank reconciliations.

Public Works

Operations & Maintenance. Ongoing routine operational activities.

- Built shelving unit in Sea Can store our inventory
- Gathering and organizing stuff from different locations for inventory
- Repairing potholes throughout the village
- Repairing water leak on outdoor hydrant
- Performing snow management and ice control on our local roads, and campsite.
- Doing other operational tasks throughout the village
- Researching, analyzing items required for operations from different competitors

Respectfully submitted:

Marjorie Dobson, CAO