



## Development Works and Services Policy (2001)

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1. In this policy:

***Subdivision Bylaw*** means the *Sooke Land Use Bylaw, 1992*; and

***Works and Services*** means the roadways, on site sewage disposal, drainage, water and sewer systems, sidewalks, boulevards, street lighting, drainage works, and underground wiring and all of the works and services required by the *Subdivision Bylaw* designed and installed to the standards prescribed in that Bylaw.

### Application

2. Every owner of land in the District of Sooke must, prior to the issuance of a building permit, provide on the site being developed and on that portion of every highway immediately adjacent to the site being developed up to the centre line of the highway, *works and services* in accordance with the standards prescribed in Schedule B attached to this Policy and the *Subdivision Bylaw*.
3. The requirements under section 2 of this Policy must only be made insofar as they are directly attributable to the development and must not include specific *works or services* that are included in the calculations used to determine the amount of a development cost charge, unless the owner agrees to provide the *works or services*, in which case the calculation of the development cost charge must be reduced in accordance with section 933(8) of the *Local Government Act*.
4. Notwithstanding section 2 of this Policy, *works and services* may not be required under this Policy for:
  - (a) the development of a single family or duplex residence;
  - (b) any development in which the total value of all phases for the purpose of issuing a building permit is less than \$50,000, except where the combined value of the proposed construction and actual construction on the same parcel over the preceding two years exceeds \$50,000; and

- (c) any development which is a reconstruction or replacement of an accidentally destroyed or damaged building with a building used for the same purpose which has a gross floor area of less than one hundred and ten percent of the gross floor area of the original structure.

### **Excess or Extended Works and Services**

- 5. (1) When an owner is required to provide *works and services* under this Policy, which include excess or extended services as defined in section 939 of the *Local Government Act*, the District of Sooke will consider the costs to provide excess or extended services.
- (2) The District of Sooke may pay the cost of providing that portion of the works and services constituting excess or extended services.
- (3) If the District of Sooke considers the costs to be excessive, the owner may be required to pay the costs.
- (4) The District of Sooke must ascertain the benefit to each of the parcels of land that will be served by the excess or extended service, and the costs must be recovered by a charge and imposed as a condition of the owner of each parcel connecting to or using the excess or extended service.
- (5) The charge must include interest at a rate prescribed by bylaw and charges must be payable for ten years from the date of completion of the works.

### **Works and Services Agreement**

- 6. (1) An owner of land may enter an agreement with the District of Sooke to provide security for provision of *works and services* required under this Policy, in accordance with section 940 of the *Local Government Act*, on the following terms:
  - (a) The works and services must be provided within one month of the date of the issuance of a building permit, unless the owner agrees to provide the works and services within a lesser period.

- (b) The Mayor and Chief Administrative Officer are authorized to execute and affix the corporate seal to security agreements in the form of Schedule A attached to this Policy in accordance with the foregoing terms and the provisions of section 940 (2) of the *Local Government Act*.
- (2) An agreement in the form of Schedule A may only be entered when:
  - (a) the secured services are to be located on an existing public highway or statutory right-of-way in favour of the District of Sooke; and
  - (b) the owner has deposited cash or a certified cheque in the full amount of the cost of installing these secured services, including engineering, contingencies and an administration charge of ten per cent of the capital cost, as estimated by the Municipal Engineer, as security for completion of the *works and services*.

### **Report to Council**

- 7. Not later than July 31st of each year, the Municipal Engineer must report to Council on the status and extent of requirements made under this Policy, and may recommend changes to this Policy.

**Schedule A**  
**Works and Services Agreement**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

DISTRICT OF SOOKE  
2205 Otter Point Road  
Victoria, British Columbia  
V0S 1N0  
(the "District")

OF THE FIRST PART

AND:

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of, and proposes to build upon, land located within the District of Sooke and described as:
- (insert legal description of the "Lands").
- B. In order to develop the Lands in conformity with the proposed building plan attached as Schedule A to this agreement, the Owner is required to construct and install certain works and services as described in Schedule B attached to this agreement (the "secured services") within or in the vicinity of the Lands;
- C. The Owner has requested issuance of the building permit prior to construction and installation of the secured services and the District has agreed to accept security for completion of the secured services in accordance with this agreement.

NOW THEREFORE pursuant to section 940 of the *Local Government Act* and in consideration of the terms of this agreement and the sum of \$1.00 now paid by each party to the other, the District and the Owner agree as follows:

1. The estimated cost of completing the secured services, including construction costs, engineering fees, administrative costs and contingency allowances, is \$ \_\_\_\_\_.

2. The Owner has paid the amount of \$\_\_\_\_\_ (the "Security") to the District prior to execution of this agreement as security for the installation and construction of the secured services.
3. If the secured services have not been completed within one month from the date of this agreement, the Security shall be forfeited to the District for its use in accordance with the terms of this agreement.
4. If the secured services are not completed upon the expiry of one month from the date of this agreement:
  - (a) the District shall retain the Security and shall use the Security only for completion of the secured services. Without limitation, the District may employ the Security towards the design and construction of the secured services and to trunk mains, pumping stations, reservoirs and other facilities necessary for development of the secured services
  - (b) the District may invest the Security in its discretion and any interest on the Security shall be retained by the District and applied towards completion of the secured services;
  - (c) the District shall have discretion as to the timing and method of the completion of the secured services;
  - (d) the District shall have no obligation to the Owner to complete the secured services within any definite period and under no circumstances shall the Security or interest on the security be repaid to the Owner; and
  - (e) for so long as the Owner owns the Lands, the Owner shall permit the District to enter and make use of the Lands without payment or compensation, as may be necessary or convenient for the completion of the secured services by the District.
5. Following forfeiture of the security, the Owner shall have no further obligation to the District in respect of completion of the secured services, other than as set out in section 4(e).
6. The Owner shall not represent to any person that the District is obligated to complete the secured services within any defined period.
7. If the secured services are completed within one month of the date of this agreement, the Security shall be returned to the owner, without interest.

8. If the secured services are partially completed upon the expiry of one month from the date of this agreement, the District may retain a portion of the Security equivalent to the proportion of the secured services not completed, as estimated by the Municipal Engineer, and the terms of this agreement apply to the retained portion.

EXECUTED on behalf of the District and the Owner this            day of            , 20  
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THE CORPORATE SEAL of the    )  
District of Sooke was            )  
hereunto affixed in the        )  
presence of:                        )  
                                              )  
                                              )  
\_\_\_\_\_)  
Mayor                                )  
                                              )  
\_\_\_\_\_)  
Chief Administrative Officer    )

c/s

THE CORPORATE SEAL of        )  
\_\_\_\_\_)  
was hereunto affixed in the    )  
presence of:                        )  
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c/s

## **Schedule B Works and Services Standards**

In multi-family residential, commercial, industrial and institutional zones on-site services including water, storm drainage, sanitary sewers, parking lots, access roads and curbs are required to be installed as per the following standards:

1. Water services and appurtenances must be designed and installed as per Part 6 the *Subdivision Bylaw* and good engineering practise.
2. Storm drainage collection systems must be designed as per Schedule E of the *Subdivision Bylaw* and installed as per Part 6 of the *Subdivision Bylaw* and good engineering practise.
3. Sanitary sewage systems must be designed as per section 7.0 of the *Subdivision Bylaw* and installed as per good engineering practise.
4. Parking lots, access roads and curbs must be installed and designed as per the following:
  - (a) grades shall be adequate for surface water and drainage;
  - (b) sub-grade preparation shall be as per good engineering practise; and
  - (c) paved surfaces must consist of a minimum of 50 mm of asphalt paving, asphalt prime coat, 75 mm of 20mm minus crushed gravel, 200 mm of 80 mm minus pit run gravel base course, and a prepared sub-grade.
5. Design drawings and as-built drawings sealed and signed by a Professional Engineer must be prepared and submitted to the District of Sooke.