

BOWEN ISLAND MUNICIPALITY

Snug Cove Sewer Regulation Bylaw No. 46, 2002

A Bylaw respecting the Snug Cove Sewer System

WHEREAS:

- A. The Snug Cove Sewer System Local Service Area was established as a Local Service Area by bylaw of the Greater Vancouver Regional District;
- B. The Letters Patent establishing the Bowen Island Municipality established the Snug Cove Sewer System Local Service Area as a separate municipal specified area under Section 646 of the *Local Government Act*;
- C. The Bowen Island Municipality, by “Snug Cove Sewer Local Management Committee Purpose and Establishment Bylaw 10, 2000” and as required by the Bowen Island Municipality Letters Patent, established the purpose and area of the Specified Area and established a Snug Cove Sewer Local Management Committee having the responsibility set out in the Bylaw with respect to the Snug Cove Sewer System;
- D. Under the Bowen Island Municipality Letters Patent and the *Local Government Act*, Council has authority to adopt, amend or repeal the Bylaws inherited from the Greater Vancouver Regional District and to establish bylaws, policies and procedures applicable to the Snug Cove Sewer System.

The Council for the Bowen Island Municipality enacts as follows:

Part 1 - CITATION

- 1.1 This Bylaw may be cited as the “Snug Cove Sewer Regulation Bylaw No. 46, 2002”.
- 1.2 The Specified Area as at the date of adoption of this Bylaw is shown on the map attached as Schedule III to this Bylaw.

Part 2 – ADMINISTRATION OF SEWER SYSTEM

2.1 Direction of Management

The Snug Cove Sewer Local Management Committee is directed to manage the maintenance and operation of the Snug Cove Sewer System on behalf of Council and in accordance with this Bylaw and “Snug Cove Sewer Local Management Committee Purpose and Establishment Bylaw No. 10, 2000”.

2.2 Financial Administration

The financial administration, the processing of permits and compliance inspection shall be under the direction of Bowen Island Municipality staff in accordance with this Bylaw.

2.3 Annual Budget

The Snug Cove Sewer Local Management Committee will provide for approval by Council an estimate of revenue and expenditure necessary to meet the costs of operation and maintenance of the Snug Cove Sewer System, and recommend to Council the provision of funds for capital purposes or the undertaking of capital projects in accordance with Bylaw No. 10, 2000. The recommendations from the Committee as approved will become part of the Bowen Island Municipality annual budget.

2.4 Recovery of Cost of Operating and Maintaining System

The annual cost of operating and maintaining the Snug Cover Sewer System and payment of debt service and retirement charges will be collected as taxes and borne as follows:

- a) 40% of the annual debt charges for the sewerage system shall be borne by way of a parcel tax charged against all parcels within the Specified Area;
- b) 60% of the annual debt charges for the sewerage system shall be borne by way of a user charge charged against property owners or users and calculated on the basis of the annual use of the system based on water consumption of parcels connected to the Sewer System and measured as set out in Appendix C to Schedule 1 of this Bylaw;
- c) The annual cost of operating and maintaining the sewerage system net of fees and charges recovered as user rates set out in Appendix B to Schedule 1 shall be recovered by way of a user charge charged against property owners or users and calculated on the basis of the annual use of the sewer system based on water consumption of parcels connected to the Sewer System and measured as set out in Appendix C to Schedule 1 of this Bylaw.

2.5 Reserve Fund

2.5.1 Council hereby establishes a reserve fund to be known as the Snug Cove Sewer Reserve Fund.

2.5.2 Money from current revenue or as provided in the *Local Government Act* may be paid into the Snug Cove Sewer Reserve Fund and expended by Council as provided in Section 496 of the *Local Government Act*.

2.6 Latecomer Charges

2.6.1 Where, under Section 939 of the *Local Government Act*, a determination of benefit has been made and a charge imposed as a condition of connection to the Snug Cove Sewer System, the charge proceeds received by Bowen Island Municipality shall be paid as provided under a latercomer agreement or under Section 939.

2.6.2 The annual rate of interest required to be established under Section 939 in respect of latecomer charges is the annual rate established from time to time for refunds of tax overpayments under Section 371 of the *Local Government Act*.

2.6.3 A copy of the Cates Hill Latecomer Agreement of July 12, 2000 is attached as Schedule II to this Bylaw.

2.7 Fees and Charges under Connection and Operating Regulations

Fees and charges for services performed under the Connection and Operating Regulations attached as Schedule 1 to this Bylaw are set out in Appendix B to Schedule 1 and shall be as varied by Council from time to time.

Part 3 – CONNECTION TO AND OPERATING REGULATIONS OF SEWER SYSTEM

3.1 The connection and operating regulations attached as Schedule 1 to this Bylaw apply to all persons connected or connecting to the Snug Cove Sewer System.

Part 4 – ENLARGEMENT OR REDUCTION OF SPECIFIED AREA

4.1 Council may by resolution enlarge or reduce the size of the Specified Area provided there is compliance with Section 649 of the *Local Government Act*.

Part 5 – POLICIES AND PROCEDURES

5.1 The policies and procedures adopted by Snug Cove Sewer Local Management Committee apply to the operation and maintenance of the Snug Cove Sewer System, subject to review or amendment by resolution of Council.

Part 6 – REPEAL OF INHERITED BYLAWS

6.1 Bylaws of the Greater Vancouver Regional District in force with respect to the Snug Cove Sewer System Local Service Area as at the date of incorporation of Bowen Island Municipality are hereby repealed upon adoption of this Bylaw, provided that any matters in issue prior to the effective date of adoption will be interpreted under the repealed Bylaws.

Part 7 – SEVERANCE

7.1 If a court of competent jurisdiction declares any section, subsection or paragraph of this Bylaw to be invalid, then the section, subsection or paragraph as the case may be, may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.

Part 8 – EFFECTIVE DATE OF BYLAW

8.1 This Bylaw comes into effect upon adoption by the Council of Bowen Island Municipality.

READ a first time this 13th day of May, 2002.

READ a second time this 27th day of May, 2002.

READ a third time this 27th day of May, 2002.

RECONSIDERED AND FINALLY ADOPTED this 10th day of June, 2002.

(Original signed) _____
Lisa Barrett
Mayor

(Original signed) _____
Isabell Hadford
Chief Administrative Officer

SCHEDULE I TO BYLAW NO. 46, 2002

CONNECTION AND OPERATING REGULATIONS

Part 1 – DEFINITIONS

In this Bylaw, unless the context otherwise requires:

1. “Applicant” means a property owner or his agent making application for a service connection to the Snug Cove Sewer System, a sewer extension or a permit from the Municipality.
2. “Council” means the Council of Bowen Island Municipality.
3. "Building sewer" means a pipe that conducts Sewage that is connected to a building drain outside a wall of a building to the point of its connection to the Municipality service connection.
4. "Capable of connection" in respect of a building which generates or will generate Sewage on a Parcel of land means that the Parcel of land abuts a road or a registered right-of-way on which is located a Municipal sewer with sufficient excess capacity which allows the building to be connected by gravity or a pump to the Municipality service connection.
5. “Cleanout” means an acceptable fitting or manhole that is intended to provide access to a pipe or trap to permit cleaning and inspection services.
6. “Harmful Substance” means any substance which is injurious or harmful to the environment or any substance that may damage or impair the operation of the sewerage system.
7. "Local Management Committee" means the Snug Cove Sewer Local Management Committee established by “Snug Cove Sewer Local Management Committee Purpose and Establishment Bylaw 10, 2000”.
8. “Municipality” means Bowen Island Municipality.
9. “Municipal sewer” means a Municipality owned sewer pipe and facilities which conduct and treat Sewage.
10. “Operator” means the legal person having contractual responsibility to operate and maintain the treatment plant which serves the Sewer system or Municipality public works staff or contractors.
11. “Owner” is owner as defined in the “Local Government Act”.
12. "Parcel" or "Parcel of land" means a subdivided lot of an Owner within the Specified Area.

13. “Person” shall, when necessary, mean and include natural persons of either sex, associations, corporations, bodies politic, partnerships, whether acting by themselves or by a servant, agent or employee and the heirs, executors, administrators and assigns or other legal representatives of such person to whom the context may apply according to law.
14. "Service Connection" means a Municipality owned sewer connection located on a right of way that connects the Municipal sewer to a Building sewer. It includes a cleanout.
15. “Sewage” means liquid waste that contains animal, mineral or vegetable matter originating in a building or through an industrial process and that is discharged into the Sewer system.
16. "Sewer system" means all sewerage works and all appurtenances thereto, including sewer mains, service connections, pumping stations, treatment plants, lagoons and sewer outfalls.
17. “Snug Cove Sewer System" means the system constructed to serve the Specified Area.
18. "Specified Area" means the Specified Area from time to time served by the Snug Cove Sewer System.
19. “Storm drain” means a drain that conveys storm water.

Part 2 – CONNECTION TO AND USE OF SEWER SYSTEM

2.1 Mandatory Connection to Sewer System

Council may by resolution give notice to connect and require an Owner in the Specified Area, whose building is capable of connection to the Municipality sewer to connect or cause the building to be connected to the Sewer system on such terms and conditions as Council shall determine.

2.2 Capable of Connection

To be capable of connection, a building shall be located on land which abuts a highway or local government statutory right of way or registered right of way on which is located, or will be located by the Municipality, a Municipality owned sewer pipe to which a Building sewer can be connected.

2.3 Application

- a) A person who wishes to or is required to connect to the Sewer system shall make application to the Bowen Island Municipality for a sewer connection permit.

- b) The application shall be made on the form prescribed by Appendix “A” to Schedule I of this Bylaw and signed by the Applicant.
- c) The application shall be accompanied by a drawing showing the dimensions and elevations of all proposed and existing Building sewers, buildings, structures and surface features and improvements, and their location in relation to the property line.
- d) The Bowen Island Municipality staff will consider the application and recommend to the Local Management Committee whether and on what terms the connection should be made.
- e) Where the Service Connection is not at the building Owner's property line, a building Owner or occupant must satisfy the Local Management Committee that a sufficient registered easement or right-of-way exists for the Building sewer across any private land leading to the Service Connection.

2.4 Connection

- a) The connection of the Building sewer to the Municipality sewer, including the Building sewer and appurtenances, shall be in accordance with the Province of British Columbia current *Plumbing Code* as amended from time to time or Municipality specifications, whichever is applicable. The Building sewer shall be connected to the Municipal sewer on the upstream side of the Municipality owned inspection chamber located at the property line. A back flow prevention valve is to be installed.
- b) The connection of storm drain facilities (including footing drains, roof leaders, lot surface drainage, etc.) to the Municipal sewer is strictly prohibited.

2.5 Failure to Comply

- a) If, after the expiration of the time period specified in the notice to connect, an Owner has failed or neglected to construct or install a Building sewer and has failed or neglected to connect his buildings or structures to the Service Connection as required, the Municipality, by its employees or contractors, may enter upon the property and cause the connection to be made.
- b) Where a Building sewer and Service Connection is made under subparagraph (a) it shall be done at the expense of the Owner in default and the expense, with interest at the rate prescribed under the *Local Government Act*, may be recovered from the Owner in the same manner as taxes.

2.6 Tampering with Sewer System

- a) No person shall tamper with or make any alteration or connection to the Sewer system without first obtaining the required permits or written authorization from the Snug Cove Sewer Local Management Committee.

- b) No person shall willfully damage, destroy, uncover, deface or otherwise tamper with any part of the Sewer system.
- c) No person shall cause, or permit, any contaminant or Harmful Substance to enter the Sewer system.

2.7 Illegal Connections

No person shall connect or allow to be connected or allow to remain connected to the Sewer system any Premises without the required permits and compliance with this Bylaw or written authorization from the Snug Cove Sewer Local Management Committee.

2.8 Authority of Municipality to Remedy Breaches of Bylaw

- a) Where an Owner or occupier of a parcel discharges into the Sewer system any Sewage, Harmful Substance or matter prohibited by this Bylaw; or
- b) Where an Owner has failed to maintain to the standard of the *B.C. Plumbing Code*, the Building sewer and other plumbing on the Owner's Premises that is connected to the Sewer system,

the Municipality may on notice to the Owner remedy the contravention and recover the cost thereof from the Owner.

Part 3 – SEWER EXTENSIONS

3.1 Extensions by Council Designation

- a) Council may designate Sewer Extensions to be undertaken by the Municipality in the Specified Area.
- b) Sewer Extensions designated by the Council shall be financed in accordance with the provisions of the *Local Government Act* and this Bylaw.

3.2 Extensions Other than by Council Designation

- a) If an Owner of a Parcel of land wishes to proceed with a Sewer Extension at his expense, the Snug Cove Sewer Local Management Committee may allow the Sewer Extension on the terms and conditions as set out in subparagraph (b).
- b) An Applicant for a Sewer Extension shall, prior to connection to the Sewer system:
 - i) retain a professional Engineer, registered and insured in the Province of British Columbia, who shall be responsible for the design, layout and inspection of installation and recording and certification of “as-constructed” information for the Sewer Extension and associated Service

Connections, and shall submit such information to the Municipality to the satisfaction of the Municipality.

- ii) install the Sewer Extension entirely at his own expense, including any costs of upgrading downstream portions of the Sewer system determined to be undersized due to the additional flows;
 - iii) construct the Sewer Extension in accordance with the specifications of the Municipality;
 - iv) pay to the Municipality all applicable fees and charges imposed by bylaws of the Municipality;
 - v) satisfy the Snug Cove Sewer Local Management Committee and Municipal staff that the existing Sewer system downstream of the proposed point of connection has adequate capacity to accommodate flows from the proposed Sewer Extension;
 - vi) obtain, at his expense, all necessary registered rights of way and easements as required by the Municipality.
- c) Construction of a Sewer Extension shall not relieve an Applicant from payment of a Service Connection fee for each Parcel of land to be served by the Sewer Extension or Parcel of land to be created by subdivision to be served by the Sewer Extension.

3.4 Subdivisions

Where new lots are created by subdivision within the Specified Area Council may require as a condition of the subdivision that the Owner shall, at his own expense, construct the required Sewer Extension in accordance with this Bylaw and install Service Connections to each newly created Parcel of land.

Part 4 – BUILDING SEWERS

4.1 Plumbing Code

- a) The Building sewer shall be installed in accordance with the *B.C. Plumbing Code* and shall be constructed by the Owner entirely at his own expense.
- b) The Owner shall apply to the Municipality and obtain a connection permit prior to connection of the Building sewer to the Service Connection.

4.2 Responsibility of Owner

A Building sewer and plumbing connected to the Building sewer shall be maintained by the property Owner at his sole expense.

4.3 Special Conditions of Use

- a) Premises where food is prepared for commercial distribution, such as restaurants, pubs, delicatessens, bakeries, and food takeouts, shall provide and maintain grease interceptors or other appropriate devices to ensure the Sewage generated by the premises has no negative impact on the Sewer system.
- b) New construction, renovation or change of use which materially affects the nature or quantity of Sewage discharge from a parcel requires an application to the Municipality for modification of the Service Connection permit.

4.4 Blockages

Where any Service Connection becomes stopped or otherwise fails to function, the Owner or occupier of the Premises served shall first determine that the blockage is not located in his Building sewer and then notify the Municipality forthwith who shall, as soon as practicable, arrange to have the Service Connection unstopped or otherwise restored to serviceable condition. If the stoppage or failure is caused by the Owner or occupier, the cost of restoring service is recoverable from the Owner or occupier.

4.5 Abandonment

When any Building sewer ceases to be used or is abandoned, the Owner of the Land shall notify the Municipality. The Municipality shall effectively block up the Building sewer at the Service Connection with an approved watertight seal.

4.6 Connection to Service Connection

- a) Every Service Connection shall be installed prior to the installation of the Building sewer to the Service Connection. The installation shall include an approved plug in the inspection chamber at the property line.
- b) The Building sewer and the Service Connection shall be inspected by the Operator prior to the removal of the plug and discharge of Sewage into the Sewer system.

Part 5 – FEES AND CHARGES

Fees and charges for services performed under this Schedule I as at the date of this Bylaw are set out in Appendix B to Schedule I and Council may by resolution establish new or additional fees or vary existing fees.

Part 6 – INSPECTION AND ENFORCEMENT

6.1 Right of Entry for Inspection

Representatives of the Snug Cove Sewer Local Management Committee or of the Municipality may enter at all reasonable times on property subject to this Bylaw for the purpose of inspecting the Building sewer and sewer pipes or other fixtures to ascertain whether or not the provisions of this Bylaw or any direction of the Municipality pursuant to this Bylaw are being observed.

6.2 Direct Enforcement

Where this Bylaw requires any person to do anything, on default by that person, the thing may be done at the expense of the person in default by the Municipality which may recover the expense, with interest at the rate prescribed under the *Local Government Act*, in the same manner as taxes.

6.3 Offence

Any person who does any act or suffers or permits any act to be done in contravention of this Bylaw commits an offence.

6.4 Penalty

- a) A person who commits an offence contrary to this Bylaw is liable on summary conviction to a penalty of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000) for a first offence and for each subsequent offence to a fine of not less than two hundred dollars (\$200) and not more than two thousand dollars (\$2,000).
- b) A separate offence shall be deemed to be committed upon each day during and on which the contravention occurs or continues.
- c) The penalties imposed under subparagraph (a) hereof shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other enactment.

APPENDIX A TO SCHEDULE I**Snug Cove Sewer Service Application**

Pursuant to the regulations applicable to the Snug Cove Sewer System,

I, _____, being the owner or acting with the owner's consent, hereby make application for a sewer service connection to the property indicated below.

I agree to be subject to all bylaws, rules and regulations and to pay such rates as are thereby specified.

Name of Owner _____

Name of Contractor _____

Mailing Address:

Mailing Address:

Street _____

Street _____

City _____

City _____

Prov. _____ Postal Code _____

Prov. _____ Postal Code _____

Phone No. _____

Phone No. _____

Description of Property to which a connection is requested:

Street Address (if applicable) _____

Legal Description: Lot _____ Block _____ Plan _____ D.L. _____

Tax Assessment Folio No. _____ P.I.D. No. _____

Intended Use of Property _____

Date _____ Signature of Applicant _____

For Office Use Only

Date application received _____ Drawings received: Yes _____ No _____

Application reviewed by _____ Date payment received _____

Date work order issued _____ Date installation complete _____

Date sewer plug pulled _____ Water meter reading _____

As-built drawings submitted: Yes _____ No _____

Your application for a sewer service connection has been approved as detailed below. This connection will be installed upon receipt of the connection fee and necessary approvals. The fee for this connection is \$_____.

Details of Connection: _____

Approved by: _____ Date: _____

APPENDIX B TO SCHEDULE I
as at (date bylaw adopted)

Fees and Charges

1. Connection fee: \$200.00

2. Inspection.

For new construction, included in the Building Permit or Connection fees.

In other cases, an hourly charge determined by the Municipality and based on the cost of providing the inspection service.

3. Services required to building sewer or cleanout.

An hourly charge determined by the Municipality and based on the cost of providing the inspection service.

APPENDIX C TO SCHEDULE I

User Charges

A. Billing and Payment

1. User charges as invoiced on behalf of Bowen Island Municipality on a periodic basis are due and payable on presentation. A ten percent (10%) penalty will be charged if payment is not made within sixty (60) days of the billing date and, thereafter, amounts unpaid will bear interest at the same rate as unpaid municipal property taxes.
2. Amounts outstanding after penalty dates will be considered arrears.
3. All payments received will be applied firstly against arrears, and then to current balances.

B. Measurement of Charges

1. All parcels connected to the Sewer System are required at the expense of the Owner or user to install a water meter approved by the Municipality to measure water consumption from the supply main to the parcel.
2. Commercial or institutional properties may install a second meter to measure water that does not enter the sewage system such as water used for irrigation or the operation of cooling machinery. New residential users will be entitled to the first 100 cubic meters free of charge. This is an allowance to offset the user's cost to landscape and irrigate the property.
3. Water consumption means the total measured or estimated consumption of water for sewage purposes by commercial or institutional properties or the total consumption of water by other properties as measured by the meter or estimated for the period of consumption. Where the user is not connected for the entire period or there is a malfunction of a meter or for the last month of a billing period, the Municipality may estimate water consumption for a user based on the usage of similar users or other reasonable historical information and the estimated consumption will be the user's measured water consumption for the period.
4. The user charge imposed in respect of a parcel for a period of consumption will be an amount determined by the Municipality to be the user's proportionate share of the cost required to be recovered by user charges for the period. The user's proportionate share will be a fraction or percentage based on the proportion that the user's measured water consumption for the period bears to the total measured water consumption for all users for the period.

SCHEDULE II TO BYLAW NO. 46, 2002

CATES HILL LATECOMER AGREEMENT

THIS AGREEMENT dated for reference the 12th day of July 2000

BETWEEN:

W.C.D. DEVELOPMENTS LTD. (Incorporation No.190101), 992 Dorman Road, P.O. Box 228, Bowen Island, B.C. V0N 1G0 (as to an undivided 2/3 interest) and

AND:

MOON VALLEY HOLDINGS LTD., (Incorporation No.381348), 992 Dorman Road, P.O. Box 228, Bowen Island, B.C. V0N 1G0 (as to an undivided 1/3 interest)

(collectively, the “Developer”)

AND:

BOWEN ISLAND MUNICIPALITY, a municipality incorporated under the *Local Government Act*, having its address at P.O. Box 279, Bowen Island, British Columbia, V0N 1G0

(the “Municipality”)

GIVEN THAT:

- A. The Developer entered into an agreement dated September 17, 1997 with the Greater Vancouver Regional District (“GVRD”) wherein the Developer agreed to construct a secondary sewage treatment plant and related infrastructure (the “Construction and Transfer Agreement”);
- B. The rights and obligations of GVRD under the Construction and Transfer Agreement have been assumed by the Municipality
- C. The Developer has built in accordance with the Construction and Transfer Agreement and with the Municipality’s bylaws sanitary sewer facilities, including a sewage treatment plant, to service “the Benefiting Lands” and the “Cates Hill Lands” both as hereinafter defined;
- D. A portion of the sanitary sewer facilities including the sewage treatment plant will serve the “Benefiting Lands” which “Benefiting Lands” do not include “the Cates Hill Lands”;
- E. In accordance with the provisions of the Construction and Transfer Agreement the Developer has paid the initial cost of the “Extended Services” outlined in Schedule “B”;
- F. The Developer is entitled to receive certain Latecomer Charges at the time of hookup to the sewer system, from those owners of the “Benefiting Lands” as described in Schedule “B”;

- G. The Municipality is authorized to enter into this agreement under Section 939 of the *Local Government Act*;
- H. The Developer has paid the cost of providing the Extended Services subject to the Municipality entering into this Agreement to allow for the potential recovery of some of the said costs;

THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements made by each of the parties to the other as set out in this agreement, and for other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the Municipality and Developer covenant and agree as follows:

Interpretation:

1. In this Agreement:
- (a) “Benefiting Lands” means the lands in the Snug Cove Sewer Local Service Area other than “the Cates Hill Lands” that:
 - (i) in the opinion of the Municipality, will be served by the “Extended Services”, which “Benefiting Lands” are legally described in Schedule “B” and shown on the map in Schedule “C”, and
 - (ii) connect to or use “Extended Services” after Completion of those “Extended Services”;
 - (b) “Cates Hill Lands” means those certain lands legally described in Schedule “A”, and shown in the crosshatched section of the map in Schedule “C” and any lands created upon a subdivision of those lands which were as of the date of the Construction and Transfer Agreement registered in the name of the Developer, in respect of which the Developer has constructed highway, water, sewer or drainage systems, a portion of which systems constitutes the “Extended Services” that will serve the “Benefiting Lands”;
 - (c) “Completion” means July 12, 2000 which was the date of issuance of a certificate of Completion certifying that the “Extended Services” were completed to the standards and specifications satisfactory to the Municipality’s representative appointed to provide such certification such that the “Extended Services” were fully tested, are functional, and can be used for their intended purpose, all to the satisfaction of the Municipality’s representative appointed to provide such certification;
 - (d) “Extended Services” mean any sanitary sewer service , including the sewer treatment plant and all infrastructure related there to constructed by the Developer that will serve the “Benefiting Lands”;
 - (e) “Latecomers” means owners or occupants, or any one of them, of the “Benefiting Lands” not connected to the sewer system at the time of completion of the “Extended Services” who may apply to connect to or use the “Extended Services”;
 - (f) “Latecomer Charges” means the charges imposed on Latecomers under this Agreement to pay for the Extended Services, recoverable and payable to the

Developer in accordance with this Agreement and with the Construction and Transfer Agreement;

- (g) “subdivision” means the subdivision or strata titling of any parcel or portion of a parcel;
- (h) “Works” means sanitary sewer facilities including the sewer treatment plant that will serve “the Benefiting Lands” and the “Cates Hill Lands” and includes the “Extended Services”.

Construction of “Works”:

- 2. The Developer has by its agents, s, constructed and install the “Works”, including “Extended Services”.

Cost of “Extended Services”:

- 3. The Developer has, subject to this agreement, paid the initial cost of the “Extended Services”.

Further Subdivision or Development of Lands

- 4. In the event that further subdivision or development occurs within the “Benefiting Lands” or “Cates Hill Lands” during the term of this agreement:
 - (a) it is a condition of subdivision or other development of a all or a portion of a parcel of “Benefiting Lands” that the “Latecomer Charges” for the parcel or portion thereof be apportioned to the subdivided parcels as determined by the Municipality in accordance with this agreement and the Construction and Transfer Agreement, and
 - (b) neither subdivision nor further development will entitle the owner of such lands to a service volume in excess of the volume in cubic metres for such lands set out in Schedule “B”.

Collection of Latecomer Charges:

- 5. (a) The Municipality will impose Late Comer Charges as a condition of an owner connecting to or using the Extended Services under Section 939(5)(c) of the *Local Government Act* on the owners of parcels that connect to or use the “Extended Services”, such Latecomer Charges will be due and payable to the Municipality at the time of connection to the “Works”;
- (b) The Latecomer Charges for each Latecomer prior to the addition of interest will be either:
 - i. the Total Costs assigned to the Latecomer’s parcel according to Schedule “B”, or
 - ii. in case the Old General Store on the “Old General Store Site as described in Schedule B is the first use n that site for which an application is made to

connect to the Works, the Late Comer Charge shall be as follows: \$49587 for the site's proportionate share of the costs for the plant and outfall plus \$1,552 (13.67% of the site's proportionate share of the infrastructure cost of \$11,353, such percentage being calculated by dividing the estimated annual volume of 815 cubic meters for the Old General Store by the estimated annual volume of 5,964 cubic meters for the site), for a total Latecomer Charge of \$51, 139. The balance of the Late Comer Charge for this site (\$9801) shall be due and payable as described in Section 5(a) when an application is approved for connection of the next use on that site to the Works. However, if the first application to connect to the Works is made for any other use on the Old General Store Site other than the Old General Store, the entire Late Comer Charge for the site (\$60,940) shall be due and payable as described in Section 5(a);;

- (c) Any Latecomer Charges collected by the Municipality shall be paid by cheque to the Developer within thirty (30) days of the receipt from the Latecomer; and
- (d) The charges as collected will be remitted in the 1/3 or 2/3 respectively, proportioned between the two parties that constitute the Developer, as set out on the first page of this agreement.

Interest:

- 6. Interest, for the period permitted under Section 939 of the *Local Government Act*, shall be added to the Latecomer Charges outlined in Section 5(a). Interest shall be calculated at annual rates established from time to time for refunds of tax overpayments per Section 371 of the *Local Government Act*, and applicable to the Latecomer Charges, and shall be due and payable by the latecomer to the Municipality at the time of connection to the "Works" and shall be forwarded to the Developer as outlined in Section 5(d).

Goods & Services Taxes:

- 7. Goods and Services taxes (GST) if applicable shall be added to the Latecomer Charges.

Termination:

- 8. This agreement shall expire and shall be of no further force and effect for any purpose on the payment of \$215,067 (Two Hundred Fifteen Thousand and Sixty Seven dollars) plus accrued interest outlined in Section 6 of this agreement, by the Municipality to the Developer as outlined in Schedule "B" of this agreement or 10 (ten) years after the date of Completion, whichever comes first.

Miscellaneous:

- 9. Time is of the essence.

10. Any notice required by this agreement will be sufficiently given if delivered by courier or registered mail to the parties at the addresses first above written, or in the case of the Developer, at its registered office.
11. This agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
12. The laws of the Province of British Columbia shall govern this agreement.
13. This agreement and the Construction and Transfer Agreement and the Permission to Enter and Construct Agreement of May 27, 1999 constitute the entire agreement between the Municipality and Developer with regards to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the Municipality with the Developer.
14. No amendment or waiver of any portion of this agreement shall be valid unless in writing and executed by the parties to this agreement. Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
15. A reference in this Agreement to the Municipality or the Developer includes or permits assigns, heirs, successor, officers, employees and agents.
16. The Developer represents and warrants to the Municipality that:
 - (a) all necessary corporate actions and proceedings have been taken by the Developer to authorize its entry into performance of this Agreement;
 - (b) upon execution and delivery on behalf of the Developer, this agreement constitutes a valid and binding contractual obligation of the Developer;
 - (c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other agreement or obligation, or cause the Developer to be in default of any other agreement or obligation, respecting the “Cates Hill Lands”; and
 - (d) the Developer has the corporate capacity and authority to enter into and perform this Agreement.
17. The Municipality represents and warrants to the Developer that the Municipality has assumed the rights and obligations of the GVRD under the Construction and Transfer Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the year and date first above written.

SIGNED AND DELIVERED)
by W.C.D. Developments Ltd. in the presence)
of:)

(Original signed: Larry Adams))

(Original signed: Wolfgang Duntz)

_____))
Name (Authorized Signatory))

_____))
Name (Authorized Signatory))

SIGNED AND DELIVERED)
by Moon Valley Holdings Ltd. in the presence)
of:)

(Original signed: Larry Adams))

(Original signed: Wolfgang Duntz)

_____))
Name (Authorized Signatory))

_____))
Name (Authorized Signatory))

SIGNED, SEALED AND DELIVERED)
by Bowen Island Municipality in the presence)
of:)

(Original signed: Lisa Barrett))

_____))
Mayor)

(Original signed: Isabell Hadford))

_____))
Chief Administrative Officer)

SCHEDULE “A”**Snug Cove Sewer System – Cates Hill Latecomer Agreement
Cates Hill Village (“the Cates Hill Lands”)**

Cates Hill Village Square:

Strata Lot 1	D.L. 489 & 490, Strata Plan LMS3935, PID 024-547-565
Strata Lot 2	D.L. 489 & 490, Strata Plan LMS3935, PID 024-547-573
Strata Lot 3	D.L. 489 & 490, Strata Plan LMS3935, PID 024-547-581
Strata Lot 4	D.L. 489 & 490, Strata Plan LMS3935, PID 024-547-590
Strata Lot 5	D.L. 489 & 490, Strata Plan LMS3935, PID 024-547-603

Common property in Strata Plan LMS3935

12 Rental Units & Municipal Hall:

Lot 5	D.L. 489 & 490, Plan LMP44190, PID 024-667-064
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Cates Hill Village:

Lot 1	D.L. 489, Plan LMP44190, except part subdivided by Plan LMP45767, PID 024-667-021
Lot 2	D.L. 489, Plan LMP44190, PID 024-667-030
Lot 3	D.L. 489, Plan LMP44190, PID 024-667-048
Part of Lot 4 (see Schedule “C”)	D.L. 489, Plan LMP44190, PID 024-667-056
Lot 6	D.L. 489, Plan LMP44190, PID 024-667-072
Lot 1	D.L. 489, Plan LMP45767, PID 024-782-645
Lot 2	D.L. 489, Plan LMP45767, PID 024-782-653
Lot 3	D.L. 489, Plan LMP45767, PID 024-782-661
Lot 4	D.L. 489, Plan LMP45767, PID 024-782-670
Lot 5	D.L. 489, Plan LMP45767, PID 024-782-688
Lot 6	D.L. 489, Plan LMP45767, PID 024-782-696
Lot 7	D.L. 489, Plan LMP45767, PID 024-782-700
Lot 8	D.L. 489, Plan LMP45767, PID 024-782-718
Lot 9	D.L. 489, Plan LMP45767, PID 024-782-726
Lot 10	D.L. 489, Plan LMP45767, PID 024-782-734
Lot 11	D.L. 489, Plan LMP45767, PID 024-782-742
Lot 12	D.L. 489, Plan LMP45767, PID 024-782-751
Lot 13	D.L. 489, Plan LMP45767, PID 024-782-769
Lot 14	D.L. 489, Plan LMP45767, PID 024-782-777
Lot 15	D.L. 489, Plan LMP45767, PID 024-782-785
Lot 16	D.L. 489, Plan LMP45767, PID 024-782-793

Schedule "B" - Cates Hill Latecomer Agreement - Snug Cove Sewer System

Benefiting Lands User	Legal Description	Estimated Annual Volume (cubic metres)	% of Total Annual Volume	Cost of Plant & Outfall (excl. GST)	Infrastructure Costs (excl. GST)	Total Costs (excl. GST)	Notes on Infrastructure Costs
Bowen Island Community School	Block 10, Plan 17518, DL 490, PID 004-782-780	1,160	1.766	\$ 9,644	\$ 49,979	\$59,623	1. Infrastructure costs include engineering design and development complete & costs borne by developer \$49, 979 + GST.
Dallas Marina	Lot 19, Block 3, Plan 11088, DL 490, PID 009-163-298	598	0.911	\$ 4,975	\$ 3,135	\$8,110	1. Infrastructure costs include: (a) engineering design (for connection to existing sewer) completed by developer at a cost of \$1,997 + GST and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at pro rata a cost of \$1,138 + GST. 2. Actual construction and hook up costs to be borne by the applicant/ user upon development (to be calculated according to percentages of volumes noted in this schedule for Dallas Marina & B C Ferries).
B C Ferries washroom facilities at Snug Cove	Block D O/C #341 for use associated with Bowen Island Ferry Terminal. Expires 15 January 9999 DL 6055 (no PID #) Folio 321-06719.400	1,243	1.893	\$ 10,338	\$ 6,515	\$16,853	1. Infrastructure costs include: (a) engineering design (for connection to existing sewer) completed by developer at a cost of \$4,150 + GST and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$2,365 + GST. 2. Actual construction and hook up costs to be borne by the applicant/ user upon development (to be calculated according to percentages of volumes noted in this schedule for Dallas Marina & B C Ferries).
Dorman Road Lot 9	Lot 9, Block A, DL 777, Plan 5523	414	0.63	\$ 3,440	\$ 2,878	\$6,318	1. Infrastructure costs include: (a) engineering design (for connection to existing sewer) plus cost for statutory right-of-way completed by developer at a cost of \$2,088 + GST, and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$790 + GST. 2. Actual construction and hook up costs to be borne by the applicant/ user upon development (to be calculated according to percentages of volumes noted in this schedule for Lots 9 to 11).

Benefiting Lands User	Legal Description	Estimated Annual Volume (cubic metres)	% of Total Annual Volume	Cost of Plant & Outfall (excl. GST)	Infrastructure Costs (excl. GST)	Total Costs (excl. GST)	Notes on Infrastructure Costs
Dorman Road Lot 10	Lot 10, Block A, DL 777, Plan 5523	414	0.63	\$ 3,440	\$ 2,878	\$6,318	<p>1. Infrastructure costs include: (a) engineering design (for connection to existing sewer) plus cost for statutory right-of-way completed by developer at a cost of \$2,088 + GST, and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$790 + GST.</p> <p>2. Actual construction and hook up costs to be borne by the applicant/user upon development (to be calculated according to percentages of volumes noted in this schedule for Lots 9 to 11).</p>
Dorman Road Lot 11	Lot 11, Block A, DL 777, Plan 5523	414	0.63	\$ 3,440	\$ 2,878	\$6,318	<p>1. Infrastructure costs include: (a) engineering design (for connection to existing sewer) plus cost for statutory right-of-way completed by developer at a cost of \$2,088 + GST, and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$790 + GST.</p> <p>2. Actual construction and hook up costs to be borne by the applicant/user upon development (to be calculated according to percentages of volumes noted in this schedule for Lots 9 to 11).</p>
Greater Vancouver Regional District Parks - Orchard Cottages	Block D & E, Plan 4971, District Lot 777, New Westminster Group 1 Land District, Except Plan 5191 & LMP37318, SROW LMP 17028, LMP 42588 & LMP 45925	4,501	6.85	\$ 37,425	\$ 13,162	\$50,587	<p>1. Infrastructure Costs for Orchard cottages include (a) engineering design (for connection to existing sewer) at a cost of \$4,593 + GST. Actual construction and hook up costs to be borne by applicant/user upon development. Volume of 4,501 cu. M. based on a proposed 1992 GVRD development which included 6 vacation cottages, 6 part time community use cottages, and 4 existing residential cottages, and (b) pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$8,569 + GST.</p>
Greater Vancouver Regional District Parks - Old General Store Site	DL 490, New Westminster Group 1 Land District, Except Plan PCL A RP 2679 7806, 11088, 11393, 11495, 17518, 22332, RP LMP 18563 & LMP 23400 except most southerly road & most easterly lane dedicated by Plan 7984 & LMP 44342	5,964	9.08	\$ 49,587	\$ 11,353	\$60,940	<p>1. Infrastructure costs for Old General Store Site include pro rata share of engineering design and development of force main to sewer plant completed by developer at a pro rata cost of \$11,353 + GST.</p> <p>2. Costs for engineering and construction for street crossing and hook up to be borne by the applicant/user. Volume of 5,964 cu. M. based on a proposed 1992 GVRD development which included 3 retail/office cottages (total 9 employees) 299 cu.M., pub 1,330 cu. M., 16 unit inn (central washrooms) 1,860 cu. M., café (max 500 sq ft) 1,660 cu. M., and existing Old Store 815 cu. M.</p>

Benefiting Lands User	Legal Description	Estimated Annual Volume (cubic metres)	% of Total Annual Volume	Cost of Plant & Outfall (excl. GST)	Infrastructure Costs (excl. GST)	Total Costs (excl. GST)	Notes on Infrastructure Costs
Benefiting Lands	Sub Totals	14,708	22.39	\$ 122,289	\$ 92,778	\$ 215,067	
Cates Hill Lands per Schedule "A"	See Schedule "A"	50,973	77.607	\$ 423,820	\$ 193,789	\$ 617,609	1. Infrastructure engineering design and development complete & costs borne by developer \$193, 789 + GST.
	Totals	65,681	99.997	\$ 546,109	\$ 286,567	\$ 832,676	

Notes:

1. Costs do not include Municipal connection fees which would apply at the time of the actual hook-up, nor do they include any on-site "works" required for hook-up.
2. 65,681 cu. M. converts to 39,549 imperial gallons per day (I.G.P.D.) plus the original Snug Cove usage of 9,761 I.G.P.D. equals 49,310 I.G.P.D.
3. Annual volumes were calculated prior to construction of the Works and are based on industry standards for the type of use, or projected use, in each case as determined by the consulting engineers, Dayton & Knight Ltd. The calculations are incorporated for the purpose of enabling calculation of latecomer charges to be paid to the developer under this Agreement. The annual volumes have no necessary relationship to actual service volumes and are not, by this Agreement, constituted an entitlement to maximum service volumes to any user on the Benefiting Lands.
4. The maximum capacity of the system as built is 50,000 I.G.P.D. The system is operated by the Municipality as a system for the benefit of a specified area which includes the Cates Hills Lands and the Benefiting Lands. Regulation of the system is by Municipal bylaw.