



Request for Proposal # RFP 24013

For Professional Services

Development Approvals Process Review

Issue date: August 9, 2024

Closing date: September 6, 2024

Issued by: Fraser Valley Regional District

**Contact person
for all inquiries:** Rafid Shadman, Planner I
1-45950 Cheam Ave, Chilliwack, BC V2P 1N6
Email: rshadman@fvrd.ca
Phone: 604-702-5050


 <p>Fraser Valley Regional District</p>		<p>REQUEST FOR PROPOSALS</p>	
RFP TITLE: Development Approvals Process Review			
RFP NUMBER: 24013		DATE ISSUED: August 9, 2024	
CLOSING TIME/DATE: September 6, 2024 at 4:30 pm			

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Part A - INTRODUCTION

A.1 RFP Overview

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified proponents ("Proponents") in response to this request for proposals ("RFP") for the provision of professional services. The services will involve completing a review of the Development Approvals Process at the FVRD.

Background

The Fraser Valley Regional District (FVRD) is located in southern British Columbia, covering 13,361 km² and comprising eight (8) Electoral Areas. This region encompasses unincorporated communities along both sides of the Fraser River, stretching from beyond the Nahatlatch River in the north to the Columbia Valley near the US border in the south. The unincorporated electoral areas are home to approximately 12,000 residents living in nearly 6,500 dwellings and it includes 146 First Nation reserve lands with 9,176 people from 31 different Indigenous Nations.

In recent years, the FVRD has experienced increasing housing demand, primarily driven by people seeking more affordable housing options in the Lower Mainland. However, the region's complex landscape presents significant development challenges due to topographical and geohazard constraints. These constraints not only affect new construction but also complicate the provision of essential services such as fire protection, water, sewer, and storm drainage.

To understand some of these challenges, the FVRD often requires various technical studies for development applications. This requirement, while necessary, has created unexpected hurdles for property owners in the development approval process. In addition, staff have also identified that proponents often have questions and seek clarification regarding various application processes, requirements, and guidelines.

Recognizing the need to improve and streamline these processes, the FVRD successfully applied for and received a grant from the Union of BC Municipalities (UBCM) under the Local Government Development Approvals Program in May 2024. This grant will fund a selective review of the FVRD's development approvals process, to enhance consistency, clarity, and effective resource utilization while streamlining the overall process.

A.2 Project Goals and Objectives

In recent years, FVRD has identified some customer¹-facing challenges in the development application process that require immediate attention. These issues primarily stem from the increasing complexity of technical report requirements, and proponents' lack of clarity regarding processes, requirements, and guidelines for various development application types. To address these challenges effectively, FVRD staff have identified three critical areas for improvement:

- Creating comprehensive terms of reference (TOR) for technical studies.
- Reviewing and updating development brochures and checklists.
- Preparing a Development Variance Permit (DVP) policy guidance document.

The items mentioned above are described in further detail under Section A.3 Scope of Work.

¹ Customer means residents, developers, builders, qualified professionals including, architects, designers, geotechnical engineers, structural engineers, arborists, realtor etc.

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The successful implementation of these improvements aims to enhance the experience for applicants and the development community by simplifying and standardizing technical report requirements, as well as improving the overall quality and consistency of development applications. While not a comprehensive review of all development approval processes, this targeted approach focuses on maximizing efficiency, implementing consistency, and improving clarity for both applicants and staff. The FVRD aims to achieve the following goals through this project:

- Improve guidance for residents and applicants, resulting in more complete application packages.
- Enhance the quality and comprehensiveness of technical reports while reducing the need for revisions.
- Streamline staff review procedures for submitted documents.
- Reduce front-end application processing times.
- Improve overall customer service experience.

By focusing on these specific areas, the FVRD seeks to create a more efficient, consistent, and user-friendly development application process. This focused approach will allow for immediate and impactful improvements while laying the groundwork for potential future review of the broader development approval process.

A.3 Scope of Work

This project will undertake a targeted review that is not intended to be comprehensive but rather selective, concentrating on specific components mentioned below in detail. FVRD staff have already conducted extensive research, which includes gathering Terms of Reference (TORs) from various local government organizations and compiling spreadsheets and documents related to various technical studies. This foundational research will be made available to the successful proponent to facilitate their work. The scope of work is stated as follows

- Creating Terms of Reference (TOR) for technical reports required for development applications: Currently, there are no terms of reference for what the technical reports should entail and whether they meet the industry's best practices. Creating TOR for each of these technical reports will allow staff to ensure that the review of these assessments is consistent, meets industry standards, and best practices, and is completed efficiently. The FVRD Hazard Acceptability Thresholds document, which serves as a TOR for geotechnical reports, is included in Appendix B of the RFP. This document is a key resource which can be used by the successful proponent as a sample for the required TORs.
 - Develop comprehensive TOR for various technical reports. The list of technical reports along with a brief description is stated below under Table 1.
 - The TORs should be developed primarily based on desktop review and align with best practices, industry standards, and review of other local government TORs.
 - Ensure that the TORs are practical and cost-effective, taking into account the expertise and resources available to local consultants, developers, and builders.
 - Design TORs to address the most critical aspects of each technical report, ensuring the submission of comprehensive and relevant information.
 - Structure the TORs in a format conducive to the creation of compliance checklists, enabling consultants to easily verify and demonstrate adherence to requirements.

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- Include guidelines for report structure, content, and methodologies for each type of technical report.
- Consult and incorporate feedback from the FVRD staff to gather input and feedback on the proposed TORs.
- Since the TORs will be adopted by the FVRD Board, the proponent must ensure that TORs are developed with a consistent standard.
- Prepare clear, concise and provide sufficient details to guide the preparation of high-quality technical reports.
- Provide recommendations for implementing the new TORs.

The list of TORs with a brief description is stated as follows. The description is not an exhaustive list and the proponent must do their research to develop the TORs according to the industry standards, and best practices.

Terms of Reference (TOR)	Description	Source of Information
Wildfire Assessment	<p>The wildfire assessment report is required for development in wildfire interface hazard areas. The report will be used to assess the wildfire risk for a proposed development and outline conditions that may be required to reduce and manage the potential wildfire risk for a proposed development. The contents of the report entail the following:</p> <p>Guidelines, policies and legislations, site conditions (pre and post-disturbances), assessment methodology, factors considered, wildfire susceptibility, buffer zone and protective buffer, and mitigation measures.</p>	<p>Area D OCP Section 9.5 Wildfire Interface Hazard</p> <p>Area C Draft OCP Section 6.3 Wildfire Interface Hazards</p>
Stormwater Management Plan and Site Grading	<p>A stormwater management report evaluates the effects of a proposed development on the natural environment and receiving storm drainage system.</p> <p>The report establishes the hydrology, drainage, stormwater quality of the subject site under existing conditions, positive outflow, drainage area (MoTI ditch if permitted or soak away pit designed by a professional engineer), containment of on-site water through catch basins and swales, minor vs major events consideration during subdivision design and building construction, etc.</p> <p>Site Grading: existing and proposed grading plans for driveways, walkways, sidewalks, and other paved areas</p>	<p>Area D OCP Section 7.5 Stormwater</p> <p>Section 4.2 of the Subdivision and Development Servicing Bylaw</p>
Fire Protection Study	Fire protection study may be required within the fire service area or outside; considerations include spatial	

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	separation, fire flows, and where there is a fire service (personnel, equipment, training, and associated costs)	
Servicing Study	The servicing study should include sufficient details for FVRD staff to determine the financial and infrastructure implications of servicing a proposed development. The servicing study must address the following components: estimate water consumption, sewer discharge, the net impact on the systems due to the proposed development, stormwater management report including, estimated volume of run-off, quality control of run-off, opportunities for infiltration, phasing of development and construction staging, financial implications of infrastructure expansion and upgrades.	Section 7 (Servicing Requirements) under the Subdivision and Development Servicing Bylaw
Servicing Feasibility	For a servicing feasibility study, information is required regarding the development phasing, servicing needs and costs, and financial analysis (overview, assumptions, and results) for primarily water, sewer, park, fire protection, and solid waste.	See Appendix A
Hydrological Report	<p>The general purpose of a planning application hydrogeological study is to evaluate whether the proposed application is likely to result in adverse/negative impacts on the aquifer, existing groundwater users or natural functions of the ecosystem relying on groundwater. Hydrogeological studies will vary in scope, level of detail, and methodologies depending on the project scale and the study objectives.</p> <p>A hydrological study should entail the following: characterization of the hydrological setting, physical hydrogeology, well survey, quarternary and bedrock geology, local surface water features, pumping test and drown analysis, water quality monitoring, impact to existing, groundwater users, impact to surface water, land stability etc.</p>	Area C OCP, Appendix II: Errock Neighbourhood Plan Section 6.1.13 Groundwater Impact
Tree Management Plan	<p>A tree management plan outlines how construction work is to be completed and the steps that will be taken to preserve trees on a property. A Tree Management Plan shows details of tree protection, prepared in conjunction with an arborist report or consultation with an arborist when protected trees are in proximity to the proposed work.</p> <p>The tree management plan entails the following: general project information, inventory of all trees on site, location of all trees within the area of disturbance, the current condition of trees, proposed site changes, vehicular access and staging area, root and tree</p>	Area C Draft OCP Section 8.1.9 Tree Protection

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	<p>pruning, proposed trees to be removed and decision rationale for the decision, measures and recommendations to ensure tree protection during development, and post-development; coordination between subdivision civil engineer and arborist or other qualified professionals</p>	
Soil and Fill Placement	<p>For soil and fill placement, the technical reports should entail information regarding the quantity (m³) of soil being brought to the property, the proposed grading plan, storm-water management plan, source and quality of the fill, and whether it meets the BC CSR standards, class of the soil if used for agriculture, number of truckloads, site access, and egress, etc.</p>	
Site Circulation & Traffic Impact Assessment (TIA)	<p>A Site Circulation and traffic impact assessment (TIA) is an evaluation of the effects a proposed development is expected to have on the existing road network. The study is intended to recommend mitigation measures to address travel demands generated by the development, if necessary.</p> <p>The TIA should include the following: Background information on the location and scope of the proposed development, existing conditions of adjacent road networks, arterial roads, current land use and future land use, traffic volume, pedestrian and bicycle network, future adjacent land use and trail network, access and egress, proposed changes to the road network, safety analysis, preliminary design, conclusions, and recommendations, etc.</p>	<p>Area D – Section 7.2(Transportation)</p> <p>Area C Draft OCP Section 8.5 Transportation and Mobility</p>
Lindell Beach Development Permit Area	<p>Lindell Beach is an area going through a transition; experiencing a shift from small cabins to the construction of larger homes. There are about 150 lots ranging from 200m² to 900m² typically seen in fully serviced urban areas. The lots are on on-site septic and often lack adequate management of increased run-off. The Lindell Beach DPA was established due to concerns related to the proximity to Cultus Lake and Frosst Creek critical habitat, high water table, and less travel time to water sources. The DPA requires an engineering report that proposes potential mitigation measures of new construction on the groundwater by reviewing the on-site sewage disposal and stormwater management system.</p>	<p>Section 14.6 Lindell Beach Development Permit Are 6-E</p>
Noise & Vibration Study	<p>A noise and vibration study (environmental noise analysis) determines the projected sound and vibration exposures for a proposed development both from and</p>	<p>Area D OCP Section 4.3, 4.6, 4.7.4, 6.1, 6.1.2, 7.2, 7.4.2</p>

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	<p>to adjacent uses, for stationary and mobile noise sources, and any mitigation measures needed.</p> <p>The requirements of the report entail the following: Purpose of study, assessment criteria (relevant regulations for noise level standards), methods, impact of noise from development, impact of noise from surrounding uses, noise mitigation, implementation etc.</p>	
Form and Character Report	The form and character compliance report originates from commercial development permit areas. The TOR should entail design considerations and post-construction requirements in terms of proposed pedestrian routes, landscaping, screening, parking areas, signs and lighting, architectural design, etc.	Area D Commercial Development Permit Area 4 -D Draft Area C OCP (Harrison Mills Neighbourhood Plan)
Snow Shedding in Hemlock	Hemlock Valley is a high-elevation ski resort area. Snow accumulation on roofs can affect the safety and structural integrity of residential developments in such areas. Typically, prior to residential development approval, a technical report is required from a qualified professional (i.e. structural engineer) to ensure the safety of these structures. Developing terms of reference for these reports will allow staff to review and ensure that the reports meet industry standards and best practices.	Managing Snow Shedding During Winter Months (Good Neighbour Practices) Section 4.6.5 Hemlock OCP
Archaeological Assessment	The FVRD may require an archaeological assessment if development is being proposed in an area of moderate to high archaeological potential and has not been previously assessed. The archaeological assessment is designed to establish areas of archaeological potential and cultural value providing a basis to develop management plans, mitigate the impact of development on these resources, and provide recommendations, and guidelines for development activities.	Section 8.3 Cultural Assets and Crown Land Area C Draft OCP Section 2.3 Indigenous Communities

Table 1: List of terms of reference

- Updating the development-related brochures, checklists, handouts, and information sheets:
The FVRD has existing development brochures and checklists that have become outdated. Staff are working to update the brochures and checklists to reflect the updated bylaws, policies, and legislation. The goal is to create a booklet that will amalgamate the recommended handouts, brochures, and development guidance information. The scope for this section is as follows
 - Review the current brochures, handouts, checklists, and information sheets and provide recommendations on what should be part of the booklet to keep it concise.

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- Updating other public materials which can be distributed separately. Providing a template for internal staff to update such public materials to be consistent with the booklet theme.
- Create a pre-application submission requirement checklist for development applications. The checklist should entail the list of required documents and design/architectural plans.

A list of all the brochures, information sheets, checklists, handouts, and the FVRD brand manual will be attached to this RFP.

- Streamlining Development Variance Requests:

In recent years, there has been an increase in development variance permit (DVP) applications. Proponents typically propose variances to vary height, gross floor areas, setbacks, etc. The proposed variances are often desires of the property owners as opposed to demonstrating topographical and hazard constraints within their properties. Staff are looking for recommended principles and approaches for a DVP policy that would allow both staff and the Board to evaluate the merit of each application based on certain criteria. The scope is described below in detail.

- A DVP Policy Guidance document that helps with the development approvals guidance for staff and/or applicants. While not the same, similar considerations of undue hardship are outlined in Section 10 of the [FVRD Floodplain Management Bylaw](#).
- The DVP Policy Guidance document should provide recommendations on when (i.e. triggers) a proposed variance can be considered a minor variance and its delegation.
- The DVP Policy Guidance should outline the criteria and rationale for supporting or refusing requests for both substantial and minor variances by staff or the Board.
- The qualified proponent should review and provide recommendations on items that can be improved within the Development Procedures Bylaw. Once the project is complete, staff, based on the final report recommendations, will implement the bylaw amendment.

A.4 Key Deliverables

FVRD staff will have two (2) opportunities to review and provide feedback on all produced documents.

- Project Summary Report: The qualified proponent shall prepare a detailed report that includes the methodology and process used to accomplish the scope of work. Staff recognize that the report will include guidance limited to the specific items noted in the project scope. As such, the intention is not to receive a comprehensive overview and/or recommendations of FVRD's development process in its entirety.
- Terms of Reference (TOR): All the TORs should be provided as a separate package.
- Brochures, Checklists, Information Sheets, and Handouts: The consolidated booklet should be provided as one document. The template for other public documents should be provided separately.
- DVP Policy Guidance Document: The DVP Policy Guidance document should be provided as a separate document.
- Editable Format: All documents must be submitted in an editable PDF format to allow for periodic updates by staff.

A.5 Expectations from the Consultant

The successful proponent will be responsible for overseeing the entire project, including the management of any sub-consultants. This entails coordinating activities, ensuring timely delivery of all project components, and maintaining effective communication among all parties involved. The proponent will develop a comprehensive workplan that aligns with the allocated budget and timeline, outlining project phases, resource allocation, and key milestones.

As mentioned under key deliverables, the FVRD staff will have two (2) opportunities to review and provide feedback on all produced documents, allowing for refinement and alignment with staff's expectations. The consultant shall account for a reasonable FVRD staff review period within their timeline. A critical deliverable will be a final report summarizing the project findings, outcomes, and recommendations. The consultant will also prepare and deliver a presentation to the FVRD Board, highlighting the efficiency improvements achieved through the development approval process. This presentation should effectively communicate the project's results and key insights, demonstrating the value added to the FVRD's operations.

A.6 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	DATE OF COMPLETION
1.	Deadline For Questions	August 30, 2024
2.	RFP Closing (Proposal receipt date)	September 6, 2024
3.	Project Initiation	October 2024
4.	First Draft Report, TOR, and consolidated brochures booklet with recommendations (consultant can phase the deliverables as needed)	February 2025
5.	Presentation to the FVRD Board for comments/feedback	March 2025
6.	Final Documents and Digital Files Submission	May 9, 2025

The project milestones are based on grant submission requirements.

A.7 Budget

The Regional District has a maximum budget of \$150,000 (including GST). Proposals should provide a detailed budget and timeline breakdown. Separate cost estimates shall be provided for any value-added items.

Part B - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

B.1 Closing Date and Location

Proposals must be received by 4:30 pm on September 6, 2024 (Wednesday) ("**Closing**") at the following address:

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Fraser Valley Regional District
Attention: Rafid Shadman
1-45950 Cheam Avenue
Chilliwack, BC V2P 1N6
Email: rshadman@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

B.2 Form of Proposal Submissions

Proponents are requested to submit one electronic copy of their Proposal in Adobe PDF format.

The Proposal should be limited to not more than 20 single-sided pages of combined images and text with a page size of 8.5 x 11 inches with a minimum font size of 11. A maximum of 10 attached resumes may be included in addition to the proposal.

The size of the PDF document should not exceed 9.8 MB to ensure successful transmittal by email.

Proponents are requested to deliver proposals by email to rshadman@fvrd.ca. Please include the RFP Number in the subject line. It is the responsibility of the Proponent to confirm that the FVRD has received the Proposal.

B.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- (i) Detailed project description including the approach and timeline;
- (ii) Completed and signed Form of Proposal set out in Schedule A
- (iii) Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value, and references (with phone numbers) for each work that the FVRD may contact as set out in Schedule B;
- (iv) Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- (v) Sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such, as, details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.

B.4 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Rafid Shadman, Planner I
Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

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Email: rshadman@fvrd.ca

Phone: (604) 702-5050

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part C - TERMS AND CONDITIONS OF RFP

C.1 General

The terms and conditions in Part C will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos that contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

C.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

C.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

C.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants, and contractors. Proposals will be evaluated based on the overall best value to the FVRD based on quality, service, past performance, price, and any other criteria set out herein including, but not limited to:

Item	Evaluation Criteria	Weight
1.0	Relevant Experience	40%
	Project Manager and team experience in development approval process review or similar projects	
	Demonstrates the ability to generate meaningful ideas with little reliance on staff, and the ability to primarily work independently with strategic guidance from staff	
	Demonstrated experience of working on terms of reference for various technical reports	
	Credentials of the proponents and sub-consultants selected to work on this project	
	Provides evidence of being able to successfully perform this work on or ahead of the schedule	

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	Three project references and provide sample references/portfolio for customer-facing documents (ideally development-related)	
2.0	Methodology	20%
	Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and expected deliverables	
	Shows an understanding of the consultative process with the development community (qualified professionals, builders, designers, developers, etc.)	
	Shows an understanding of the reporting and presentation requirements	
	Demonstrates project design for each phase and tasks listed and creativity and feasibility in project delivery	
	Ability to distill research and technical information into plain language documents that are user-friendly	
3.0	Proposal	10%
	Completeness, overall quality, and level of details submitted with the proposal	
	Total number of hours proposed and distribution of those hours amongst the team and the distribution of hours among the senior/experienced team members	
4.0	Work Schedule	15%
	Format, clarity, and quality of proposed work plan and schedule detailed by key milestones and sub-task breakdown	
	Realistic timeline and ability to meet the deadline	
5.0	Cost Proposal and Breakdown	10%
	The lowest bid will not necessarily be accepted	
	Proposed pricing should include the costs of each item within the scope of work	
6.0	Understanding of the Proposal	5%
	The proposal demonstrates that thought and consideration have gone into responding to the goals of the project, highlighting any additional items or approaches, specifically about the Regional District's processes and policies	

C.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest-priced Proposal or with any Proponent.

C.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

C.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with C.12. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

C.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- (i) reject any or all Proposals;
- (i) reject any incomplete Proposal, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- (ii) in the event that only one proposal is submitted, return the Proposal unopened;
- (iii) modify the terms of this RFP at any time in the FVRD's sole discretion;
- (iv) to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- (v) communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

C.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

C.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals that are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

C.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

C.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

C.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

C.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

C.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

C.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

C.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

C.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations

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with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

C.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

C.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard form document, as may be amended by mutually agreed supplementary conditions.

FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Proposed Price for Goods/Services	\$_____
Plus G.S.T.	\$_____
TOTAL	\$_____

[NOTE: adjust the pricing information, as required, for hourly rate, lump sum etc.]

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ___ day of _____, 202__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position:

Name & Title/Position:

Schedule B

PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Schedule C

FORM OF CONTRACT

CONSULTING SERVICES AGREEMENT

(Development Approval Process Review)

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CONSULTING SERVICES AGREEMENT
(Development Approval Process Review)

THIS AGREEMENT made as of the [] day of [], 20[]

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT, a statutory corporation pursuant to the *Local Government Act* and having its offices at 45950 Cheam Avenue, Chilliwack, British Columbia V2P 1N6

(the "Regional District")

AND:

[CONSULTANT], [insert name, particulars and address of consultant]

(the "**Consultant**")

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement have the meanings ascribed to them in Section 1.1 of this Agreement
- B. The Regional District commenced a procurement process for the purposes of soliciting responses from suitably qualified consultants to provide [] for the [] ("**Project**") and the Consultant submitted a response thereto (the "**Submission**");
- C. The Consultant is in the business of providing the services contemplated by this Agreement;
- D. The Regional District wishes to engage the Consultant to provide the services described in this Agreement; and
- E. The Regional District and the Consultant have agreed to enter into this Agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the covenants set out in this Agreement, the parties covenant and agree as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Agreement unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- a. "Business Day" has the meaning given in Section 11.1;
- b. "Confidential Information" means:

- i. any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained directly or indirectly from the Regional District and whether obtained by the Consultant before or after the date of this Agreement, including without limitation, corporate records and employee records;
- ii. any information, in whatever form, designated by the Regional District in writing as confidential or proprietary or marked with words of like import when provided to the Consultant or any other Person;
- iii. information orally conveyed to any director, officer, employee or other representative of the Consultant, if the Regional District states at the time of the oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof to the Consultant within ten (10) days of the oral conveyance; and
- iv. all Work Product as defined in this Agreement, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information or has been prepared specifically for the public domain;

but does not include information:

- v. which was in the possession of the Consultant prior to disclosure by the Regional District;
- vi. which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Consultant;
- vii. which is independently developed or learned by the Consultant without use of any Confidential Information; and
- viii. which the Consultant receives from a third Person who was free to make such disclosure without breach of any legal obligation,

provided that the Consultant can demonstrate to the satisfaction of the Regional District that such information falls within the scope of the exclusions set forth above.

- c. **"Agreement"** means this agreement including the Schedules to this agreement, as amended from time to time with the written approval of the parties;
- d. **"Expenses"** has the meaning given in Section 4.1;
- e. **"Fees"** has the meaning given in Section 4.1;
- f. **"Invoice"** has the meaning given in Section 4.2;

- g. **"Person"** means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a government or an agency or instrumentality thereof;
- h. **"Procurement Documents"** means the procurement documents issued by the Regional District, titled _____ and dated _____, 20__ and attached hereto as Schedule F (if any);
- i. **"Project"** has the meaning given in Recital A;
- j. **"Services"** has the meaning given in Schedule A to this Agreement;
- k. **"Submission"** has the meaning given in Recital A;
- l. **"Term"** has the meaning given in Section 2.1 of this Agreement; and
- m. **"Work Product"** means all reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes, figures, tables, data, calculations, logs, field notes, working papers or finished copy documents or other such information of any kind prepared, produced or developed by the Consultant in connection with this Agreement.

1.2 Headings

The division of this Agreement into articles and sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender.

1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.6 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement:

Schedule A	-	Services
Schedule B	-	Payment and Fee Schedule
Schedule C	-	Insurance

- Schedule D - Approved Subcontractors
- Schedule E - Consultant's Submission
- Schedule F - Regional District Procurement Documents

1.7 Order of Priority

If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the other provision of this Agreement will prevail unless the provision in a Schedule expressly states that it will prevail over a conflicting provision of the Agreement. If this Agreement is a result of a competitive procurement process, the order of priority of documents from highest to lowest will be:

- a. this Agreement;
- b. Schedules A, B, C, D, E and F;
- c. the Regional District's purchase order for the Services (if any);
- d. extracts from the Consultant's Submission respecting the Services, that are attached as a Schedule (if any); and
- e. Regional District's Procurement Documents respecting the Services, that are attached as a Schedule (if any).

2. TERM OF AGREEMENT

2.1 Term

The term of this Agreement (the "Term") will commence on _____, 20__ and terminate on _____, 20__, subject to the following:

- a. earlier termination in accordance with the terms of this Agreement; and
- b. renewal or extension of the Term on such terms as the parties agree to in writing. If the parties agree to an extension of the Term, then the following will apply:
 - i. the parties will mutually agree on a new Schedule B – Payment and Fee Schedule;
 - ii. all other terms and conditions of this Agreement not mutually amended will remain the same; and
 - iii. the Term will be extended for the period(s) agreed to by the parties.

3. SERVICES PROVIDED

3.1 Services

The Consultant shall provide the Services described in Schedule A in accordance with this Agreement.

3.2 Supply all Labour and Materials

The Consultant shall supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform its obligations under this Agreement.

3.3 Service Standards

The Consultant will at all times during the Term of this Agreement perform the Services:

- a. with that degree of care, skill and diligence as would reasonably be expected from a consultant qualified in British Columbia to perform services similar in scope, nature and complexity to the Services;
- b. in accordance with all applicable laws; and
- c. in accordance with the provisions of this Agreement.

3.4 Supervision

The Consultant shall ensure all persons employed or retained by the Consultant to perform the Services are competent to perform them, meet all professional qualifications, and are properly trained, instructed and supervised.

3.5 Regional District Instructions

The Regional District may from time to time give the Consultant reasonable instructions (in writing or otherwise) as to the Services required to be performed. The Consultant shall comply with those instructions; however, the Consultant shall determine the manner in which the instructions are carried out.

3.6 Regional District Facilities

The Regional District may, but is not required, to provide any facilities (including but not limited to work space, office equipment, computer equipment, telephone or other communication devices, or secretarial support) or other technical, accounting, transportation or other support services to the Consultant. Any instruments or tools necessary to perform the Services are the responsibility of the Consultant and are provided at the sole risk and expense of the Consultant. For certainty, the Regional District's provision of any facilities shall be for the convenience of the parties only and shall not create or be deemed to create an employment, partnership, joint venture or agency relationship between the parties.

3.7 Security Requirements

Only employees of the Consultant specifically assigned to perform the Services will be allowed on site at any of the Regional District's facilities. The Consultant will inform the Regional District in advance of the names of employees that will attend the Regional District's facilities in order to perform the Services. The Consultant will comply with all applicable Regional District procedures relating to security.

4. TERMS OF PAYMENT

4.1 Payment for Services

Subject to section 4.3, the Regional District will pay the Consultant, in full payment and reimbursement for providing the Services, the fees ("**Fees**") and expenses ("**Expenses**") (if any) set out in Schedule B and the Consultant hereby accepts the same as payment in full for all Services provided by the Consultant, including all profit and all costs of supervision, labour, material, equipment, overhead, financing and all other costs and expenses whatsoever incurred in performing the Services. The Consultant will be responsible for determining whether the Services provided are subject to GST pursuant to the *Excise Tax Act*, PST pursuant to the *Social Services Tax Act* or any other applicable taxes. The Consultant will apply for and immediately on receipt remit to the Regional District any refund or remission of federal or provincial tax or duty with respect to any items which the Regional District paid for under the provisions of this Agreement. The Regional District is not obliged to pay the Consultant any monies other than the Fees and Expenses (if any).

4.2 Invoices

Payments will be made on receipt of the Consultant's monthly itemized account ("**Invoice**"), or for such other periods as may be mutually agreed, subject to verification by the Regional District that the Services have been satisfactorily performed. Expenses, if any, described in Schedule B shall be supported by proper receipts. The Consultant's Invoice shall show the period the billing pertains to, the services performed by task, the specific personnel involved, their hours worked and hourly rate charged during the invoice period, and shall itemize all taxes as separate line items. Where required by the Regional District, the Consultant will deliver to the Regional District a written statement of any goods and services taxation and or business identification numbers in addition to any other billing information reasonably required by the Regional District. The Consultant must also submit a monthly invoice summary, or such other periods as may be mutually agreed, showing the cumulative totals for current and prior billing relative to each of the task budget and total budget.

4.3 Maximum Liability

The maximum payable by the Regional District to the Consultant under this Agreement for the provision of Services shall be \$_____, inclusive of Expenses and taxes. The Parties may increase this amount by mutual amendment of this Agreement in the event that the extent of Services increases beyond that contemplated at the time of execution of the Agreement.

4.4 Non Resident of Canada

If the Consultant is not a resident of Canada, the Regional District may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Consultant's behalf.

4.5 Services Provided after Expiry of the Term

No payment will be made for Services provided after the Term of this Agreement, unless the Term has been renewed or extended in accordance with this Agreement.

4.6 Withholding of Payments

In the event that the Consultant fails to perform its obligations pursuant to the Agreement on a timely basis the Regional District may at its discretion withhold any payments otherwise owed to the Consultant. No interest will be paid to the Consultant as a result of any such withholding. Any withholding of payments are in addition to and will not prejudice the Regional District's other rights and remedies under this Agreement.

4.7 Due Date for Payment

Payment by the Regional District shall be net thirty (30) days from the receipt of Invoices provided by the Consultant in accordance with the terms of the Agreement. Payment by the Regional District will be made by cheque mailed to the Consultant's address as indicated in this Agreement, or as otherwise mutually agreed by the parties.

5. RECORDS AND BOOKS OF ACCOUNT

5.1 Records

The Consultant shall maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred in the form and content satisfactory to the Regional District acting reasonably and shall retain all such records and books of account for two years following termination of the Agreement, or for any longer period required by law. [Drafting Note: Regional District to consider if Consultant's retention of records is required for longer than two (2) years]

5.2 Inform the Regional District

Upon the Regional District's request, the Consultant shall fully inform the Regional District of all work done by the Consultant or an approved subconsultant in connection with providing the Services.

5.3 Inspection

The Consultant shall permit the Regional District at all reasonable times during the term of this Agreement and for a period of two (2) years thereafter, to inspect, review and copy all Work Product and other material that has been produced or received by the Consultant and any approved subconsultant as a result of this Agreement including without limitation accounting records, findings, software, data, specifications, drawings, reports and documents whether complete or not.

5.4 Audit

The Regional District shall have the right to audit the work performed by the Consultant during the Term of this Agreement and for two (2) years following expiry of the Term or any extension thereof.

6. INDEPENDENT CONTRACTOR

6.1 Independent Contractor

The Consultant is at all times an independent contractor with control over the manner and means of the Consultant's performance. The Consultant is not an employee, servant or agent of the Regional District and nothing herein shall create or be deemed to create an employment, partnership, joint venture or agency relationship between the parties. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other party except as provided in this Agreement. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any employees and payments due to any subconsultants or subcontractors.

6.2 No Entitlement to Benefits

As an independent contractor, the Consultant is not entitled to any benefits or payments whatsoever over and above those specifically provided for in this Agreement. Specifically the Consultant will not be entitled to any rights or privileges as are available from time to time to employees of the Regional District including without limitation insurance benefits, health benefits, holidays and paid vacation.

6.3 Control and Direction of Employees

The Consultant acknowledges that the Consultant is responsible for the control and direction of its performance of the Services and the control and direction of the Consultant's employees.

6.4 Statutory and Other Payments

The Consultant shall be liable and responsible for payment to the proper authorities of all income tax payments, employment insurance premiums, Canada Pension Plan contributions, Workers Compensation premiums and assessments, and all other employment expenses, statutory or otherwise in relation to the Services provided under this Agreement.

6.5 WCB Compliance

6.5.1 Consultants Obligations

The Consultant will:

- a. comply with the Workers Compensation Act;
- b. at its own expense, obtain, provide and maintain for the Term full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services and will, upon request by the Regional District provide particulars of such coverage; and
- c. without limiting the generality of any other indemnities granted by the Consultant in this Agreement, indemnify and save harmless the Regional District from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which the

Regional District incurs, suffers or is put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the Consultant's failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board. This indemnity will survive termination of the Agreement.

6.5.2 Regional District Right to Pay and Withhold Payment

The Regional District has the unfettered right to set off the amount of unpaid premiums and assessments for Workers' Compensation Board coverage against any monies owing by the Regional District to the Consultant. The Regional District will have the right to withhold payment under the Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

6.6 Consultant's Costs of Tax and WCB Compliance

The Consultant acknowledges and agrees that the costs to the Consultant in complying with Sections 6.4 and 6.5 are not subject to additional reimbursement over and above the amount provided for under the terms of this Agreement.

6.7 Risk of Liability

The Consultant assumes all risk and liability for personal injury or damage to personal property in carrying out the terms of this Agreement and for which adequate levels of insurance coverage shall be obtained by the Consultant.

6.8 No Agency

The Consultant will not comment or purport to commit the Regional District to pay any money unless specifically authorized by this Agreement.

7. CONFIDENTIALITY

7.1 Fiduciary Position

The Consultant acknowledges that as a consequence of entering into this Agreement and providing the Services to the Regional District, the Consultant is in a fiduciary position with respect to the Regional District. The Consultant will at all times during the Term and thereafter treat as confidential all Confidential Information and other reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers, materials and documents supplied to, obtained by or which comes to the knowledge of the Consultant, or its subconsultant, as a result of this Agreement, whether marked confidential or not, obtained directly or indirectly from the Regional District and whether obtained by the Consultant before or after the date of this Agreement. The Consultant shall not at any time during the Term or thereafter permit the

publication, release or disclosure of the same without the prior written consent of the Regional District except as required by applicable law.

7.2 Non-Disclosure

The Consultant will not, at any time either during the Term or thereafter, disclose to or discuss with anyone other than an authorized Regional District employee or representative, any Confidential Information of the Regional District or its elected officials, officers or employees. The Consultant will use such Confidential Information and knowledge only for Regional District purposes unless the Consultant has obtained the Regional District's prior express written authorization to do so otherwise.

7.3 No Use of Information

The Consultant shall not use Confidential Information or any other information relating to the affairs of the Regional District for the Consultant's own benefit or purposes or for the benefit or purpose of any other Person whether before or during the Term or after the expiry of the Term.

7.4 Survival

The provisions of this confidentiality clause shall survive termination of the Agreement.

8. OWNERSHIP

8.1 Work Product

The Work Product, any Confidential Information and any property provided by the Regional District to the Consultant or any approved subconsultant, is the Regional District's exclusive property. The copyright in the Work Product belongs exclusively to the Regional District and the Consultant hereby waives any moral rights in such Work Product and confirms the vesting of copyright in such Work Product in the Regional District.

8.2 Assignment of Rights in Work Product

The Consultant hereby irrevocably assigns to the Regional District all right, title and interest worldwide in and to all Work Product. In the event the Consultant has any rights in the Work Product which cannot be assigned, the Consultant agrees to waive enforcement worldwide of such rights against the Regional District. The Consultant shall take all actions and execute all documents as may be requested by the Regional District from time to time to fully vest in the Regional District all right, title and interest worldwide in and to such Work Product. The Regional District agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost directly attributable to the negligent misuse or incorrect use of the Work Product by the Regional District.

8.3 Assistance

The Consultant will in every reasonable way assist, at the Regional District's expense, to secure, maintain and defend for the Regional District's benefit all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product during and after the Term.

8.4 Copyright Infringement

The Consultant agrees that it will not infringe any third party's intellectual property rights in creating Work Product pursuant to this Agreement. The Consultant agrees to indemnify the Regional District from and against any loss, damage or liability for the infringement of any patent, trade mark, trade secret or copyright by the Regional District arising from or in connection with the Regional District's usage of the Work Product. The Consultant agrees it shall defend, settle or compromise at its own expense any action for patent, trade mark, trade secret or copyright infringement brought against the Regional District or the Consultant. The Consultant warrants and represents that all Services and/or Work Product provided to the Regional District pursuant to this Agreement do not infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere.

8.5 Surrender of Documents and Materials

The Consultant shall not at any time or in any manner unless otherwise agreed to in writing by the Regional District, make or cause to be made copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any Work Product, reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded documents, papers or materials of the Regional District, or which relate in any manner to the present or prospective operations of the Regional District, except as may be necessary in the performance of Services under this Agreement.

9. CONFLICT OF INTEREST

9.1 No Conflict of Interest

The Consultant represents and warrants to the Regional District that the Consultant does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the Regional District in reliance on or as a result of the Services provided by the Consultant under this Agreement. The Consultant shall comply with the Regional District's conflict of interest and standards of business conduct procedures notwithstanding the Consultant is an independent contractor and not an employee of the Regional District.

9.2 No Conflict with Other Relationships

The Consultant will not, during the Term, perform a service for or provide advice to any person, firm or corporation if in the reasonable opinion of the Regional District, such performance will give rise to a conflict of interest between the Consultant and the Regional District, and the Consultant shall take all steps to ensure the avoidance of all direct or indirect conflicts of interest (either actual or potential) between the interests of the Consultant and its directors, officers, servants, agents and employees, and those of the Regional District.

9.3 Disclosure of Conflict of Interest

The Consultant will immediately disclose all conflicts of interest and potential conflicts of interest to the Regional District as soon as any real or perceived conflict of interest arises.

9.4 Good Faith

The Consultant will discharge the Consultant's obligations to the Regional District in all dealings and transactions relating to the Services in the utmost good faith.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Assignment

The Consultant will not assign this Agreement or any part thereof or enter into a subcontract for all or any of the Services without the prior written consent of the Regional District. Approval by the Regional District of a subconsultant shall not relieve the Consultant of its obligations under this Agreement except to the extent those obligations are in fact properly performed. In the event the Regional District approves a subconsultant, the Consultant shall secure compliance and enforce at its own expense for the benefit of the Regional District, each of the Consultant's contracts with subconsultants. Nothing contained in this Agreement shall create any contractual relationship between the subconsultant and the Regional District. The Consultant agrees to bind every subconsultant to the terms and conditions of this Agreement which are appropriate and applicable to the work to be performed by the subconsultant and the Consultant shall be fully responsible to the Regional District for the acts and omissions and errors of all subconsultants and of persons directly employed or contracted by them.

10.2 Sub-Contracting

The Consultant will not subcontract any of the Consultant's obligations under this Agreement to any Person other than the Persons listed in Schedule D (if any) without the prior written consent of the Regional District. No subcontract, whether consented to or not, will relieve the Consultant from any obligations under this Agreement. The Consultant will ensure that any subconsultant that is retained by the Consultant fully complies with this Agreement in performing the subconsultant's obligations.

11. INDEMNIFICATION

11.1 General Indemnity

The Consultant shall indemnify and save harmless the Regional District, its elected officials, officers, employees, servants and agents from and against any and all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs and expenses the Regional District may sustain or incur at any time, either before or after the expiration or termination of this Agreement, arising directly or indirectly by reason of: (a) negligence in the performance of the Services undertaken by the Consultant pursuant to this Agreement; (b) any breach of the Agreement by the Consultant, or any agent, employee, director, officer or subcontractor of the Consultant; (c) the errors or omissions of the Consultant or any agent, employee, director, officer or subcontractor of the Consultant including any

injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence of the Regional District. The Regional District shall not be liable to the Consultant in connection with any claim for any special, incidental, indirect or consequential loss or damages excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the Regional District, its other consultant(s), assign(s) and authorized representatives.

11.2 Survival

The provisions of this indemnity clause will survive termination of the Agreement.

12. TERMINATION

12.1 By the Regional District Due to Default of the Consultant

Notwithstanding any other provision of this Agreement, if the Consultant is in breach of any provision of this Agreement, the Regional District may, by written notice to the Consultant, require that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected or reasonable steps taken to correct such default, at the sole discretion of the Regional District, the Regional District may, give a further written notice to the Consultant to terminate immediately this Agreement. In the event the Regional District gives notice of termination pursuant to this Section 12.1, the Regional District may withhold payment of any amount owing to the Consultant under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Consultant under this Agreement for performance of the Services and pursue other remedies to recover damages from the Consultant for any losses caused to the Regional District.

Notwithstanding any other provision of this Agreement, if the Consultant is in breach of any provision of this Agreement, the Regional District may at its option terminate this Agreement immediately by giving written notice of termination to the Consultant. In the event the Regional District gives notice of termination pursuant to this Section 12.1, the Regional District may withhold payment of any amount owing to the Consultant under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Consultant under this Agreement for performance of the Services and pursue other remedies to recover damages from the Consultant for any losses caused to the Regional District.

12.2 Termination Without Cause

Notwithstanding any other provision of this Agreement, the Regional District may terminate this Agreement for any reason upon giving not less than ten (10) days written notice of termination to the Consultant. The Agreement may also be terminated in a shorter period of time as may be mutually agreed upon in writing by the parties. In the event the Regional District gives notice of termination pursuant to this section 12.2, the Regional District will pay the Consultant, pursuant to Schedule B, Fees for such Services that were completed in accordance with the provisions of this Agreement

before termination and such Expenses as shall have been incurred before termination. Upon payment of such amounts, no other amounts will be owed by the Regional District to the Consultant and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

12.3 By the Consultant Due to Default of the Regional District

If the Regional District fails to make payment to the Consultant in accordance with this Agreement, then the Consultant may, by written notice to the Regional District, require that such default be corrected. If within 5 Business Days after receipt of such notice such default shall not have been corrected, or reasonable steps taken to correct such default, the Consultant may, without limiting any other right or remedy it may have, give a further written notice to the Regional District to terminate immediately this Agreement. In such event, in addition to any other rights or remedies the Consultant may have, the Consultant shall be paid by the Regional District for all Services performed pursuant to this Agreement and remaining unpaid as of the effective date of such termination. In the event of any other default by the Regional District, the Consultant shall only have the right to claim damages, but not the right to terminate this Agreement.

12.4 Limitation of Liability

The Consultant agrees that notwithstanding anything herein or any duty, principle, term or rule of law to the contrary, whether express or implied, the Regional District shall not be liable to the Consultant for any loss or damage of any nature whatsoever flowing from early termination of this Agreement, including without limitation any special, incidental, direct, indirect or consequential damages arising out of such early termination nor shall the Regional District be under any obligation to the Consultant save and except for the payment for such Services as may have been performed in accordance with the terms of this Agreement up to the date of termination.

12.5 Limits of Consultant's Liability

The Regional District agrees that any and all claims which the Regional District may have against the Consultant, its employees, officers, agents, representatives and subcontractors in respect of the Services, howsoever arising, whether in contract or in tort, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that neither the Consultant nor any of its employees, officers, agents, representatives nor subcontractors has done anything to prejudice or impair the availability of such insurance. [Drafting Note: Regional District to confirm if the Consultant's liability is to be limited to the amount of insurance available].

12.6 Warranties to Continue

If for any reason the whole or any part of this Agreement is terminated, the Consultant's obligations in this Agreement as to quality and correction of errors and omissions will continue in force after such termination with respect to the Services performed by the Consultant up to the time of termination.

12.7 Survival

The provisions of this termination clause will survive termination of the Agreement.

13. INSURANCE

13.1 Maintain Insurance

The Consultant shall at its expense, obtain, provide and maintain insurance on the terms, including coverage, amounts and deductibles outlined in Schedule C, if any, as modified from time to time in accordance with the Regional District's requirements.

13.2 Evidence of Insurance

The Consultant will provide, upon request, a copy of all policies of insurance required by this Agreement and proof of payment of premiums thereon.

13.3 Regional District Named as Additional Insured

The Consultant will ensure that all policies of insurance providing coverage required by this Agreement (except motor vehicle insurance) name the Regional District as an additional insured and are endorsed to provide the Regional District thirty (30) days advance written notice of any cancellation or change in the policy.

13.4 Survival

The provisions of this insurance clause and Schedule C will survive termination of the Agreement.

14. NOTICES

14.1 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

- a. If to the Regional District:

Contact Name

Fraser Valley Regional District

45950 Cheam Avenue

Chilliwack, BC V2P 1N7

Fax: _____

E-mail: name@fvrd.ca

- b. If to the Consultant:

Contact Name

Company Name

Address

Fax:

E-mail:

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "**Business Day**"), or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

15. **DISPUTES**

15.1 **Dispute Resolution Process**

Differences between the parties to the Agreement as to the interpretation, application or administration of this Agreement or any failure to agree where agreement between the parties is called for, herein collectively referred to as disputes, shall be settled in accordance with the following:

- a. subject to (c), if the parties have agreed to submit a dispute to arbitration by subsequent agreement, then the dispute shall be submitted to arbitration in accordance with the provisions of the *Commercial Arbitration Act* (BC), as may be amended or replaced from time to time;
- b. subject to (c), if no agreement is made for arbitration, then either party may submit the dispute to the courts at such party's discretion;
- c. if the parties have agreed to submit a dispute to mediation by subsequent agreement, then both parties agree not to make a request for arbitration or to commence litigation without first seeking resolution through the mediation process in accordance with the provision of the parties' subsequent agreement. The cost of mediation shall be shared equally by both parties.

15.2 **Disputed Fees**

If the dispute relates to the Consultant's fees or disbursements under this Agreement, the Regional District shall be entitled to withhold the amount of fees and/or disbursements which are in dispute and the balance of the fees and disbursements not in dispute shall be paid by the Regional District in accordance with this Agreement.

16. GENERAL

16.1 Right of Set Off

In addition to any other set-off provisions in this Agreement, the Regional District shall be entitled to set off against a reasonable amount due or owing to the Consultant by the Regional District and for which the Regional District is liable by virtue of the Consultant's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Services under this Agreement, an amount sufficient to indemnify the Regional District against proven third party claims that arise in connection with the Services. The Regional District shall also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Consultant in accordance with the terms of the Agreement. When the Regional District is satisfied that the Services have been performed in accordance with the terms and conditions of this Agreement, the Regional District will cause to be paid to the Consultant, any amount held back by the Regional District.

16.2 Successors and Assigns

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

16.3 Written Waivers

No indulgence or forbearance by the Regional District shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the Consultant and any such waiver must be in writing and signed by the Regional District and then such waiver shall only be effective in a specific instance and for the specific purpose for which it is given.

16.4 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

16.5 Remedies Cumulative

The rights and remedies under the Agreement are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

16.6 Amendment

This Agreement may not be amended except by a written instrument signed by the Regional District and the Consultant.

16.7 Entire Agreement

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, or otherwise.

16.8 Governing Law

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

16.9 Attornment

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.

16.10 Independent Legal Advice

The Consultant confirms it has had an opportunity to obtain independent legal advice in entering into this Agreement.

16.11 Severability

Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement.

16.12 Time of Essence

Time shall be of the essence of this Agreement.

16.13 No Derogation

The parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of the Regional District in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

16.14 Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

16.15 Survival

All obligations of each of the parties which expressly or by their nature survive termination of expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties as of the day and year first above written.

FRASER VALLEY REGIONAL DISTRICT

[COMPANY NAME]

Authorized Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

DRAFT

SCHEDULE "A"

SERVICES

[Drafting Note: the following description of the "Services" is included for reference only in this template. The scope of the Services to be detailed below must be determined on a Project-by-Project basis, having regard for the services that are being sought through the procurement process. The following description should be replaced accordingly.]

"Services" means the work, tasks, labour, materials, responsibilities, functions, duties and obligations of the Consultant to be supplied or performed as set forth in this Agreement, including the following matters respecting design services and costs estimates services for the Project, and excluding only those items which are expressly identified as work or tasks to be performed by or obligations owed by the Regional District:

- i. evaluating two (2) optional construction sites and providing to the Regional District a comparative analysis of suitability with respect to land use, infrastructure, geotechnical and development costs;
- ii. developing preliminary programming of the two facilities (fire hall and RCMP detachment building) as individual projects and in combination;
- iii. prioritizing site selection and preliminary space programming;
- iv. presenting to Regional District staff and council, the results of the prioritizing site selection and preliminary space programming process;
- v. developing presentations for members of the public which inform and engage the public with respect to the proposed fire hall and RCMP detachment building and present the process comprising site selection and building(s) concepts;
- vi. developing a preliminary design suitable for cost estimates to class B standards within 15% contingency accuracy;
- vii. presenting to Regional District staff and council, a final draft of the preliminary design;
- viii. developing presentations for members of the public on the final draft of the preliminary design comprising suitable presentation formats such as digital text, digital drawings, hard copies, models, presentation boards, brochures, pamphlets and Power Point presentations;
- ix. involving members of the public through a minimum of one (1) public workshop as noted in item (v) above; and
- x. providing an outline of public education and information tools and opportunities that utilize various media forms.

SCHEDULE "B"

PAYMENT AND FEE SCHEDULE

B.1 Fees

Subject to section 4.3, in consideration of the Consultant satisfactorily performing the Services, the Regional District will pay the Consultant in accordance with the following fee schedule, plus goods and services tax:

[Drafting Note: Insert Consultant's fee structure in the appropriate form, such as fixed fee, hourly rates for staff classification, cost-plus, etc. as appropriate on a Project-by-Project basis.]

B.2 Reimbursable Expenses

The following items are the reimbursable expenses referred to in section 4.1 and shall be at rates prevailing in the Regional District, except with the prior consent of the Regional District:

[Drafting Note: insert reimbursable expenses that the Consultant may be allowed to recover, such as travel expenses/reproduction of drawings, specs, etc./testing services/courier services/fees for approvals, permits, etc./fees for subcontractors if not included in fees. The foregoing list of items does not represent an exhaustive list and is included for reference only in this template.]

SCHEDULE "C"

INSURANCE

1. The Consultant shall, without limiting its obligations or liabilities herein and at its own expense, obtain, provide and maintain until all conditions of the Agreement have been fully complied with, the following insurance coverage in the amounts as hereinafter specified with insurers licensed in British Columbia, unless otherwise mutually agreed by the parties:
 - i. Professional Liability in an amount not less than \$_____ on a "per occurrence" basis insuring the Consultant's liability resulting from errors and omissions in the performance of professional services under this Agreement;
 - ii. Comprehensive General Liability coverage in an amount not less than \$_____ inclusive per occurrence, insuring against third party bodily injury, personal injury, death and/or property damage. Such insurance shall include, but not be limited to:
 - a. Products and Completed Operations Liability;
 - b. Owner's and Consultant's Protective Liability'
 - c. Blanket Written Contractual Liability;
 - d. Contingent Employer's Liability;
 - e. Personal Injury Liability;
 - f. Non-Owned Automobile Liability;
 - g. Cross Liability;
 - h. Employees (and if applicable, Volunteers) as Additional Insureds; and
 - i. Broad Form Property Damage.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of the Regional District, except to the extent caused by a breach of this Agreement by the Regional District or the negligence or wilful misconduct of the Regional District.
3. All required insurance shall be endorsed to provide the Regional District with 30 days advance written notice of cancellation.
4. The Consultant hereby waives all rights of recourse against the Regional District with regard to damage to the Consultant's property.

SCHEDULE "D"

APPROVED SUBCONTRACTORS

List subcontractors that will be working on this Project (if any):

DRAFT

SCHEDULE "E"

CONSULTANT'S SUBMISSION

Attach Consultant's submission, if any:

DRAFT

SCHEDULE "F"

REGIONAL DISTRICT PROCUREMENT DOCUMENT

Attach procurement document, if any:

DRAFT

Appendix A – Servicing Feasibility Study Requirements

A servicing feasibility study is required to understand the overall (on-site and off-site) servicing needs of a proposed development. It's required to understand the following items

- Identify servicing needs, including:
 - All site services, that would be the responsibility of FVRD to maintain and replace.
 - Off-site service needs including fire protection, parks/trails, solid waste, transit, etc.
- Determine all capacity and infrastructure improvements that will be needed to support development and its residents.
 - Identify thresholds or triggers for the additional capacity or infrastructure (i.e. when it is needed).
- Estimate capital and long-term operation, maintenance, and replacement costs.
- Determine the impact of service demands on existing taxpayers.
- Develop a strategy for funding new infrastructure and service expansion that considers:
 - The 'developer pay' principle that pays for new infrastructure and service needs associated with the development be paid by the developer.
 - 'Break even analysis' to determine: 1) the point at which development is sufficient to cover operational and capital replacement costs; and 2) how to fund services until the break-even point is reached.
- Identify requirements for new service area bylaws, amendment to existing service area bylaws, and DCC bylaws required to fund services and infrastructure.
- Consider the overall sustainability and affordability of service expansion and new infrastructure for both FVRD and taxpayers
 - Perform a sensitivity analysis, particularly with respect to break-even timelines and market absorption lots

Appendix B – FVRD Hazard Acceptability Thresholds for Development Approvals



HAZARD ACCEPTABILITY THRESHOLDS

FOR DEVELOPMENT APPROVALS

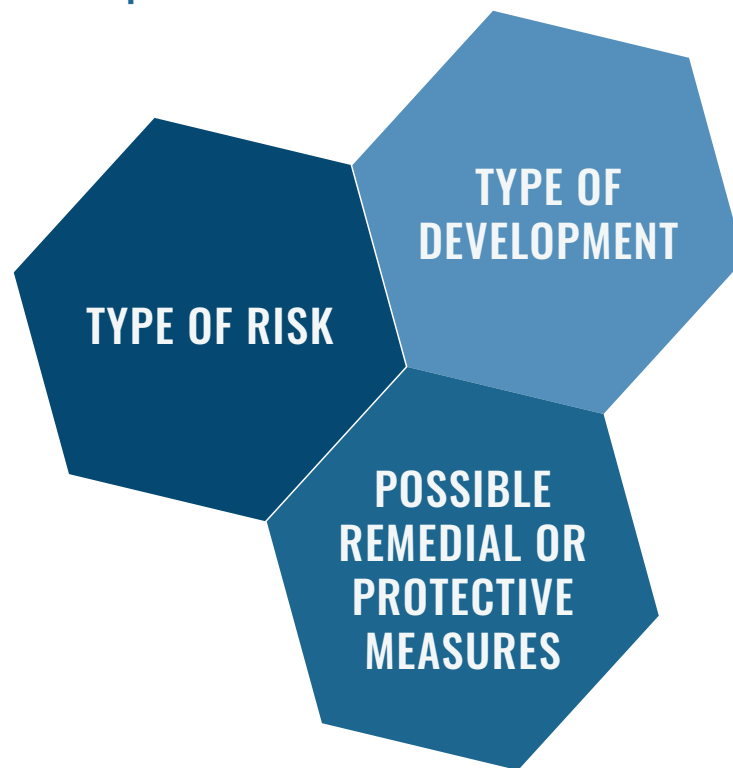
October, 2020

ENSURING SAFE DEVELOPMENT

In 1991, the Fraser Valley Regional District (then the Regional District of Fraser-Cheam) prepared the *Geo-Hazard Acceptability Thresholds for Development Approvals*. These acceptability thresholds have since informed policy on geo-hazards throughout the Fraser Valley Regional District (FVRD) by guiding the development approval decisions and land use planning in hazardous areas.

Local governments must define what acceptable risk is. The association of Engineers and Geo-scientists of British Columbia (EGBC) are clear that defining levels of safety is “not the role of a Professional Engineer or Professional Geoscientist”; rather acceptable risk must be “established and adopted by the local government or provincial government after considering a range of social values”¹. Professional Engineers and Geoscientists are critical to ensure safety by characterizing the geo-hazard and providing a professional opinion to the FVRD. However, it is ultimately the responsibility of the FVRD to determine levels of acceptable risk in development approvals.

Key Considerations For Acceptable Risk



These factors are analyzed in matrices (Tables 1 - 9) that allow the FVRD to ensure consistency in the development approvals process in geo-hazard lands. The tables and figures in the following pages detail at which point developments may be subject to additional regulatory responses, ranging from outright refusal of development to unconditional acceptance. Generally, developments which involve greater increases in land use density and those exposed to greater risks are less likely to be approvable.

The complete *1993 Hazard Acceptability Thresholds for Development Approvals by Local Government* is available from the FVRD’s Planning Department.

¹ Engineers and Geoscientists of BC (EGBC) Guidelines for Legislated Landslide Assessments for proposed Residential Developments in British Columbia, 2008, p 4.

TYPES OF DEVELOPMENT

In the face of geo-hazards, seven types of development application are distinguished in order to evaluate their acceptability. They are ranked in order of increasing intensity of land use, from a minor building repair to a major rezoning, reflecting corresponding increases in exposure to risk.



Minor Repair

- » Costs less than 25% of the assessed value of the structure before repair.
 - » Includes health and safety repairs (i.e. leaking roof or fireplace replacement).
 - » Covenant to identify mitigation works that may be necessary.
 - » Discourages extending the lifespan of a building in life-threatening risk area.
-



Major Repair

- » Cost exceeds 25% of the assessed value of the structure before repair.
 - » Extends the lifespan of the building but increases long term exposure to the geo-hazard.
 - » May require mitigation to reduce hazard risk.
 - » Suited to areas with low frequency events.
-



Reconstruction

- » Construction or replacement of an existing building after destruction, demolition or removal.
 - » Consider re-siting the building to a safer area and reduce the geo-hazard risk.
-



Extension

- » Expansion of an existing building footprint.
 - » Does not include increased density or relocation of the building.
-



New Building

- » New building or structure.
 - » Mitigation may be required.
 - » Site specific or subdivision geo-hazard report may be necessary.
-



Subdivision

- » Division of a lot into two or more smaller parcels.
 - » Subdivision increases the density of land use and potential exposure to geo-hazards.
-



Major Rezoning & Community Plan Amendment

- » Bylaw amendment to permit an alternate type of development (i.e. involves converting industrial or agricultural land to residential use).
- » Often includes increased density.
- » Opportunity to ensure development avoids hazardous lands.

THE ACCEPTABILITY OF RISK IN THE FRASER VALLEY

Approvability depends on the probability of a geo-hazard incident occurring. The likelihood of an incident, combined with the probable severity of the incident, will dictate whether or not a development is approvable without conditions, approvable with conditions, or not approvable.

Figure 1 Geo-Hazard Acceptability for Development

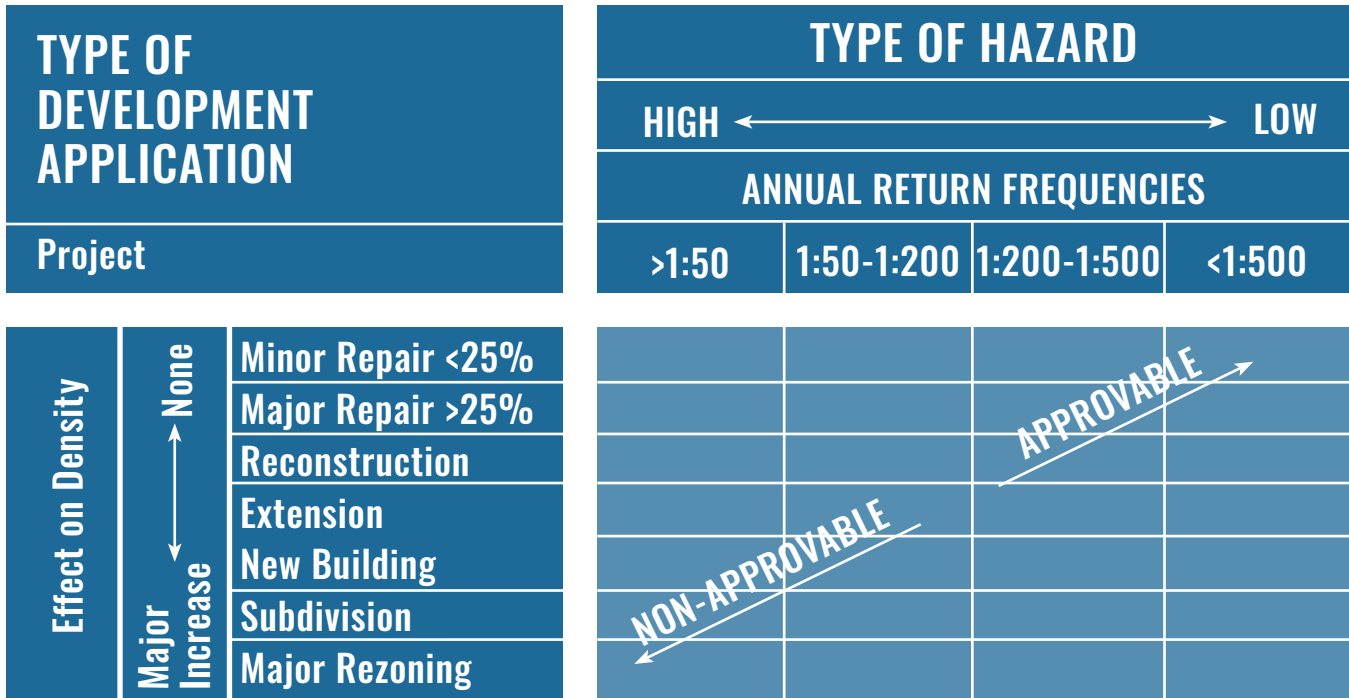


Figure 2 Hazard-Related Responses to Development Approval Applications

- 1 Approval without conditions relating to hazards.
- 2 Approval, without siting conditions or protective works conditions but with a covenant including "save harmless" conditions.
- 3 Approval, but with siting requirements to avoid the hazard, or with requirements for protective works to mitigate the hazard.
- 4 Approval as #3 above, but with a covenant including "save harmless" conditions as well as siting conditions, protective works or both.
- 5 Not approvable.

Figure 2 lists the range of regulatory responses to the seven forms of development applications. These are the numbers in Tables 1 - 9.

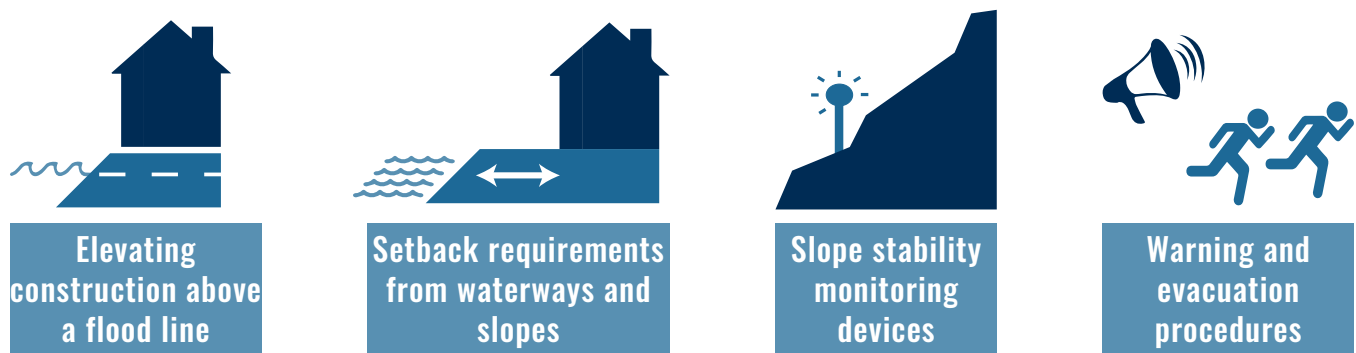
Regulatory approval charts are subject to change over time as societal standards surrounding geo-hazards change and as scientific knowledge of the subject matter improves.

REMEDIAL AND PROTECTIVE MEASURES

Where risks proposed by geo-hazards are considered unacceptably high, action is necessary to mitigate the geo-hazard or to reduce exposure before development approval can be granted. Measures fall into two categories: 1. avoidance (i.e. exposure reduction), and 2. protection (i.e. hazard reduction). Both measures are intended to reduce the geo-hazard or the probability of damage, not eliminate the geo-hazard.

Avoidance Measures

Reduction of exposure to risk by simple avoidance is the most desirable means of mitigating a geo-hazard. Examples of avoidance measures include:



Avoidance measure requirements will vary depending on the proposed land use and the probability of a geo-hazard incident occurring. Avoidance measures are the preferred technique for official community plans and zoning bylaws.

Protective Measures

Protective measures are more visible and generally more popular than avoidance measures, but are less secure in their results and often require maintenance. Examples of protective measures include:



APPROVAL RESPONSE BY GEO-HAZARD TYPES

Inundation¹ by Flood Waters

Flood inundation involves the submersion of land or property by flood waters. This includes areas located on the floodplain of the Fraser River and its tributaries, which may be susceptible to inundation by flood waters, particularly during spring thaw or periods of heavy rainfall.



Table 1

	1:40	1:40-1:200	<1:200
Minor Repair (<25%)	2	1	1
Major Repair (>25%)	4	3	1
Reconstruction	4	3	1
Extension	4	3	1
New Building	4	3	1
Subdivision (infill/extend)	5	4	1
Rezoning (for new community)	5	5	1

¹ Flooding Hazard involves both inundation and erosion/avulsion. Hazard acceptability thresholds must therefore involve assessment of both types of hazards at a given site.

Debris Floods

Debris floods often run out beyond debris flows. As water containing debris flows out across the landscape, it has the potential to deposit cobbles, gravel, sand, and finer materials as water drains from this material. Debris floods are a normal occurrence in floods issuing from mountain creeks.

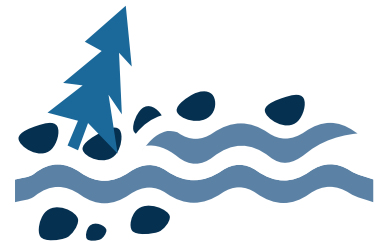


Table 2

	1:50	1:50-1:200	1:200-1:500	1:500-1:10,000
Minor Repair (<25%)	2	2	1	1
Major Repair (>25%)	4	4	1	1
Reconstruction	4	4	3	1
Extension	4	4	3	1
New Building	4	4	3	1
Subdivision (infill/extend)	5	5	4	2
Rezoning (for new community)	5	5	5	3

Mountain Stream Erosion or Avulsion¹

Erosion involves the gradual destruction of a stream or river bank. When erosion is rapid, it is known as “avulsion” and becomes unpredictable and potentially life-threatening, due to the speed at which floodwaters can move. During avulsion, sudden changes in creek alignment can occur due to flood flows.



Table 3

	1:10	1:10-1:100	1:100-1:200	1:200-1:500	<1:500
Minor Repair (<25%)	5	2	1	1	1
Major Repair (>25%)	5	4	2	1	1
Reconstruction	5	5	2	2	1
Extension	5	5	2	2	1
New Building	5	5	4	2	1
Subdivision (infill/extend)	5	5	5	4	1
Rezoning (for new community)	5	5	5	5	1

¹ Revised 1992 07 21

Debris Flow/Debris Torrent

Debris flows and torrents are rapid, saturated flows of coarse debris and mud, damaged trees, stumps, and smaller organic material. These flows may be contained in steep creek channels or they may spread out on debris fan surfaces. Debris flows and torrents can be life-threatening and damage or destroy property.



Table 4

	1:50	1:50-1:200	1:200-1:500	1:500-1:10,000	<1:10,000
Minor Repair (<25%)	5	2	2	1	1
Major Repair (>25%)	5	4	2	1	1
Reconstruction	5	5	4	3	1
Extension	5	5	4	2	1
New Building	5	5	4	3	1
Subdivision (infill/extend)	5	5	5	4	1
Rezoning (for new community)	5	5	5	5	1

Small Scale Localised Land Slip

Landslides are caused by the de-stabilization of slopes that result in the movement of earth and debris downwards; sometimes gradually occurring but often in a sudden and rapid fashion. Landslides pose a risk to development beneath both steep and shallow slopes.



Table 5

	1:50	1:50-1:200	1:200-1:500	1:500-1:10,000	<1:10,000
Minor Repair (<25%)	5	2	2	1	1
Major Repair (>25%)	5	4	4	1	1
Reconstruction	5	4	4	3	1
Extension	5	4	4	3	1
New Building	5	4	4	3	1
Subdivision (infill/extend)	5	5	5	4	1
Rezoning (for new community)	5	5	5	5	1

Snow Avalanche

Snow avalanches are caused by the de-stabilization of large amounts of snow from steep mountain slopes, which travel down the mountain and cause damage and destruction. Generally, the settled areas in the Fraser Valley are not posed a snow avalanche risk, however some residential properties are affected in Hemlock Valley Canadian Avalanche Association (CAA) Zones are reflected in the table below.



Table 6

	Red Zone	Blue Zone	White Zone	
	1:30	1:30-1:300	1:300-1:10,000	<1:10,000
Minor Repair (<25%)	5	2	1	1
Major Repair (>25%)	5	4	1	1
Reconstruction	5	4	3	1
Extension	5	4	3	1
New Building	5	4	3	1
Subdivision (infill/extend)	5	5	4*	1
Rezoning (for new community)	5	5	5*	1

* Where land is located in areas of potential snow avalanche risk, an assessment prepared by a qualified Professional Engineer and avalanche professional (or one person that meets both qualifications by virtue of education and experience) may be required to confirm which CAA zone the property is located within and if the property is located within a white zone, that it is safe for the use intended.

Rock Fall - Small Scale Detachment

Rock falls are free falls of loose rock from cliff faces. Sustained rock fall activity may build talus (an accumulation of rock fall debris) at the base of slopes. Rock falls are different from landslides on the basis of their much more frequent occurrence and more localized effects.



Table 7

	1:100	1:100- 1:500	1:500- 1:1,000	1:1,000- 1:10,000	<1:10,000
Minor Repair (<25%)	5	2	1	1	1
Major Repair (>25%)	5	4	2	1	1
Reconstruction	5	4	2	1	1
Extension	5	5	4	1	1
New Building	5	5	4	1	1
Subdivision (infill/extend)	5	5	5	4	1
Rezoning (for new community)	5	5	5	5	1

Major Catastrophic Landslide

Larger scale landslides are likewise caused by the de-stabilization of slopes that result in the movement of earth and debris downwards. However, massive landslides pose a destructive and life-threatening risk to those living below the slide area. Of the surficial hazards, large landslides are the least common, least predictable and most destructive.



Table 8

	1:200	1:200- 1:500	1:500- 1:1,000	1:1,000- 1:10,000	<1:10,000
Minor Repair (<25%)	5	2	1	1	1
Major Repair (>25%)	5	5	2	1	1
Reconstruction	5	5	5	1	1
Extension	5	5	5	1	1
New Building	5	5	5	1	1
Subdivision (infill/extend)	5	5	5	5	1
Rezoning (for new community)	5	5	5	5	1

Chilliwack River Valley Erosion or Avulsion

Erosion involves the gradual destruction of a stream or river bank. When erosion is rapid, it is known as “avulsion” and becomes unpredictable and potentially dangerous due to the speed at which floodwaters can move. During avulsion, sudden changes in creek alignment can occur due to flood flows. The erosion or avulsion of the Chilliwack River Valley could have devastating effects on multiple downstream communities.



Table 9

	Setback within the “erosion setback line”	Setback between the “100 year erosion limit line” and “erosion setback line”	Setback greater than “100 year erosion limit line”
Minor Repair (<25%)	2 ²	2 ³	1
Major Repair (>25%)	4 ⁴	2 ³	1
Reconstruction	4 ⁴	2 ³	1
Extension	4 ⁴	2 ³	1
New Building	4 ⁶	2 ³	1
Subdivision (infill/extend)	5	4 ⁵	1
Rezoning (for new community)	5	4 ⁶	1

Table revised 1993 10 27.

- ¹ The terms “erosion setback line” and “100 year erosion line” are explained and defined in the Official Settlement Plan, and in the Hay Co. reports on river hazard management in the Chilliwack River Valley.
- ² Where the threat or river avulsion or erosion is deemed to be immediate and extreme, a building permit may not be available until approved bank protection is provided.
- ³ A save harmless covenant to acknowledge potential future erosion hazard is implied in this approval.
- ⁴ Where the property cannot be protected by on-site works, a building permit may not be available until the community protection scheme outlined in the Hazard Management Plan has been implemented.
- ⁵ “Approved Bank Protection” may mean on-site protection on an individual lot, or where it is not possible to protect the property with on-site works, it may mean installation of works recommended in the community protection scheme outlined in the Hazard Management Plan, which are administered by a Local Service Area.
- ⁶ Same as above.

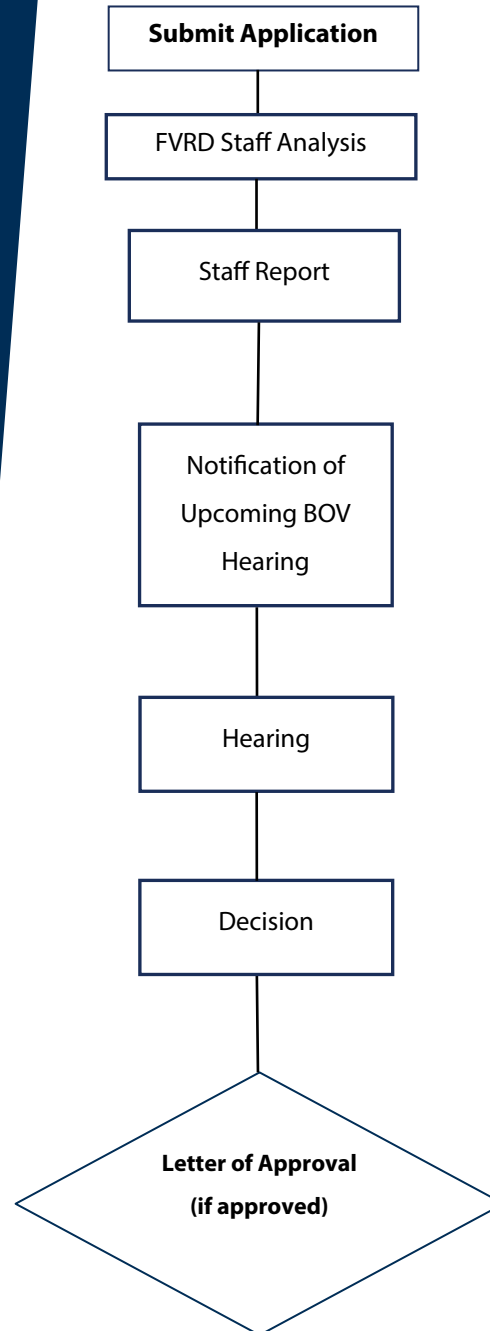


fvr.d.ca | planning@fvr.d.ca | 1-800-528-0061

Appendix C – Development Applications Brochures

Board of Variance

This is a summary of the board of variance process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Board of Variance



www.fvrd.ca

Board of Variance

What is an appeal to the Board of Variance (BOV)?

The Board of Variance is a committee of three (3) people, appointed by the Fraser Valley Regional District (FVRD) Board of Directors.



Who can apply to the Board of Variance?

- The property owner(s) or an authorized agent;
- Where a property is owned by a company or society, the application must be signed by a person with signing authority.

When do I apply for an appeal to the Board of Variance?

You can apply for an appeal to the Board of Variance if you feel that you meet one of the following criteria:

1. Compliance with the:
 - bylaw regarding siting, dimensions or size of a building or structure would cause you undue hardship;
 - prohibition of a structural alteration or addition to a building, used in whole or in part for a use which is no longer permitted by the Zoning Bylaw, would cause you undue hardship;
 - subdivision servicing requirement in an area zoned for agricultural or industrial use would cause you undue hardship.
2. Determination by a building inspector of the amount of damage to a non-conforming building is in error.

Application Process:

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department. Forms are available at the FVRD office or online at www.fvrd.ca

Step 2: Application Review and Staff Report

Staff will then analyze the application in accordance with applicable FVRD bylaws and regulations, and prepare a report.

Step 3: The Hearing Process

FVRD staff notifies the Secretary to the Board of Variance of the application and sets a date for the hearing.



Prior to the Board of Variance hearing, notification of the appeal and hearing are mailed to surrounding residents and property owners, who are given approximately seven (7) days to respond in writing.

A hearing is then held to allow the Board of Variance to receive both written and verbal presentations from any interested persons, including the applicant.

Step 4: Decision

The Board of Variance considers the application and all public input and either:

- Orders that the appeal be approved or;
- rejects the application.

Step 5: Letter of Approval

If approved, a letter of approval is sent to the applicant. A record of the Board's decision remains on file at the FVRD.

The Board of Variance may only grant a minor variance from bylaw requirements. They can not grant variances that, in the BOV's opinion:

- Result in inappropriate development of the site;
- adversely affect the natural environment;
- substantially affect the use and enjoyment of adjacent land;
- vary permitted uses and densities under the applicable bylaw;
- defeat the intent of the bylaw.

What is the cost?

The cost of application is \$300.00.

[Fees are subject to change at the discretion of the Board.]



How long does a Board of Variance take?

Applications for an appeal to the Board of Variance take approximately 4 to 8 weeks to process. However, this time may vary.

Before you make a formal application, you should discuss your project with Planning Department Staff.

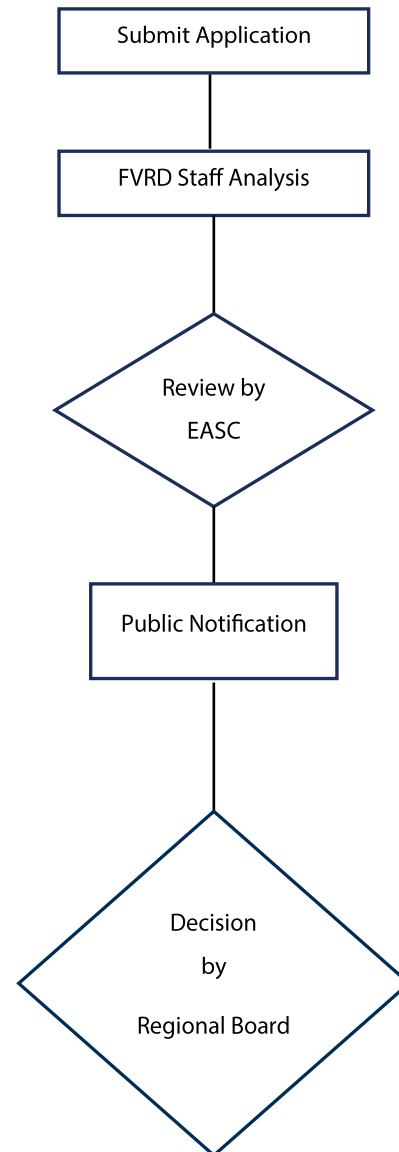


45950 Cheam Avenue
Chilliwack, B.C.
V2P 1N6

Phone: 604-702-5000
Fax: 604-792-5059
E-mail: planning@fvrd.ca

Development Variance Permit

This is a summary of the development variance permit process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Development Variance Permit



www.fvrd.ca

Development Variance Permit

What is a Development Variance Permit?

A Development Variance Permit (DVP) allows for the relaxation of certain Fraser Valley Regional District zoning bylaw requirements, other than use or density, such as setbacks from a lot line. Varying use or density would require a zoning bylaw amendment. Development variance permits are issued under Section 498 of the *Local Government Act*.

Who can apply for a Development Variance Permit?



- The property owner(s) or an authorized agent;
- Where a property is owned by a company or society, the application must be signed by a person with signing authority.

How long does it take to get a Development Variance Permit?

DVP applications generally take approximately 4 to 8 weeks to process.

What is the cost of a Development Variance Permit?

The cost of a DVP is \$1,575.00.

[Fees are subject to change at the discretion of the Regional Board]

Application Process:

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department. Forms are available at the FVRD office or online at www.fvrd.ca



Step 2: Application Review and Staff Report

Staff will then analyze the application in accordance with applicable FVRD bylaws and regulations, and prepare a report.

Step 3: Committee Review

The staff report and recommendations, along with a draft permit, will then be forwarded to the Electoral Area Services Committee and the Regional Board.

- Electoral Area Services Committee (EASC): EASC is composed of the Directors of the seven Electoral Areas of the FVRD and usually meet on the second Tuesday of each month. EASC will review the application and staff report, and make recommendations to the Regional Board. The applicant may be asked, or wish to, make a presentation to EASC.
- Public Notification: Once EASC has recommended the DVP to the Board, staff will prepare a notice describing the proposed variance and mail it to residents and property owners, generally within a 30 metre radius of the subject property.

Respondents are given approximately ten (10) days to comment to FVRD staff. These comments are forwarded to the Regional Board if they are received before the Board meeting at which the application is being considered.

- Regional Board: The Regional Board is made up of councillors from the FVRD municipalities and the Electoral Area Directors, and usually meets on the fourth Tuesday of each month. The Regional Board considers all public input on the proposed variances and either authorizes issuance or refuses the permit.



Step 4: Issuance of Permit

If the Regional Board authorizes issuance of the DVP, the FVRD will register a Notice of Permit with the Land Titles Office on the title of the property. Upon confirmation that the Notice of Permit has been registered on title, the applicant will be notified and will be sent a copy of the Notice of Registration and Development Variance Permit.

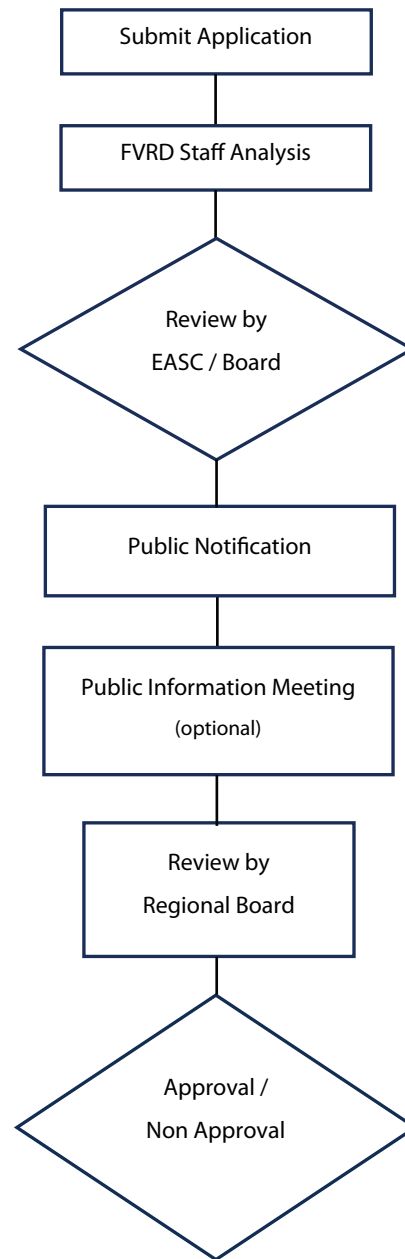


45950 Cheam Avenue
Chilliwack, B.C.
V2P 1N6

Phone: 604-702-5000
Fax: 604-792-5059
E-mail: planning@fvrd.ca

Temporary Use Permit

This is a summary of the temporary use permit process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Temporary Use Permit



www.fvrd.ca

Temporary Use Permit

What is a Temporary Use Permit?

A Temporary Use Permit (TUP) authorizes a temporary commercial or industrial use that is not otherwise permitted in a zoning bylaw, without the need for a zoning amendment. TUP's are only issued if provision is made for them in the relevant Official Community Plan or Zoning Bylaw, and are generally issued for short-term projects or transitional uses for a maximum of two years.



Who can apply for a Temporary Use Permit?

- The property owner(s) or an authorized agent;
- Where a property is owned by a company or society, the application must be signed by a person with signing authority.

How long does it take to get a Temporary Use Permit?

Applications take approximately 6 to 8 weeks to process.

What does a Temporary Use Permit cost?

The cost of a Temporary Use Permit is \$2,450. A renewal is \$1,390.

[Fees are subject to change at the discretion of the Regional Board]

Application Process:

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department. Forms are available at the FVRD office or online at www.fvrd.ca

Step 2: Application Review and Staff Report

Staff will then analyze the application in accordance with FVRD bylaws and regulations and prepare a report.

Step 3: Review Process

The staff report and recommendations, along with a draft permit, are forwarded to the Electoral Area Services Committee (EASC) and the Regional Board.

- Newspaper Ad: The FVRD must publish a notice of the TUP in a local newspaper at least 3 and not more than 14 days before adoption of a resolution to issue the TUP.
- Public Notification: After EASC has recommended the TUP to the Board, a notice containing similar information to the newspaper advertisement is mailed to property owners generally within a 150 metre radius of the subject property.
- Public Information Meeting: A public information meeting *may* be held at the discretion of the Regional Board.



Step 4: Issuance of Permit

If the Regional Board authorizes issuance of the TUP, a Notice of Permit will be registered with the Land Titles Office on the title of the property. Upon confirmation of registration, the applicant will be notified of the approval.

If the Regional Board refuses the issuance of the Permit, re-application shall not be considered for the six month period immediately following the date of refusal.

What happens when the Temporary Use Permit expires?

At the discretion of the Regional Board, an applicant can apply to renew the permit for an additional 2 years.



What is EASC?

The Electoral Area Services Committee is composed of the 7 Electoral Area Directors, and usually meets on the second Thursday of each month.

What is the Regional Board?

The Board is made up of 15 councillors from the FVRD Municipalities and the 7 Electoral Area Directors. The Board usually meets on the fourth Thursday of each month.

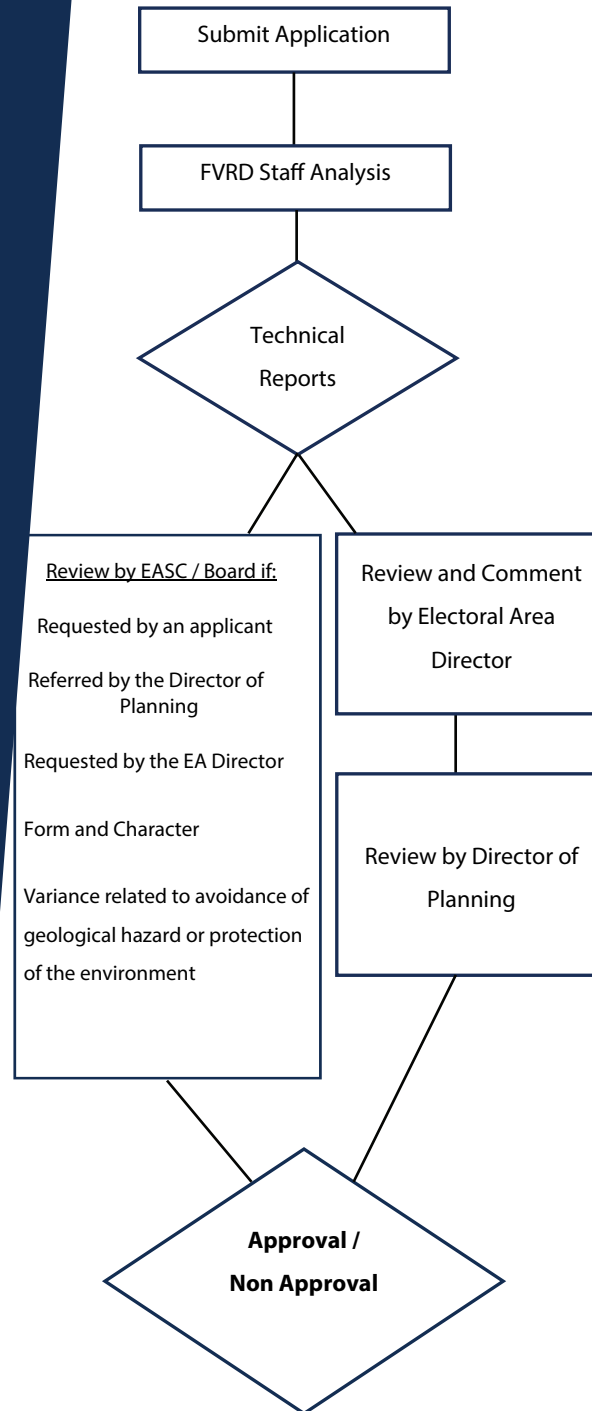
Before making a formal application, you should discuss your project with Planning Department staff.



Phone: 604-702-5000
Fax: 604-792-5059
E-mail: planning@fvrd.bc.ca

Development Permit

This is a summary of the development permit process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Development Permit



www.fvrd.ca

Development Permit

What is a Development Permit?

A Development Permit is required before property that is within a Development Permit Area (DPA) is subdivided; buildings or structures are constructed, added to or altered; or the land is altered. Development Permit Areas are established by Official Community Plans for one or more of the following reasons:



- i) Protection of the natural environment, its ecosystems, and biological diversity;
- ii) Protection of development from hazardous conditions;
- iii) Revitalization of an area in which a commercial use is permitted;
- iv) Establishment of objectives for the form and character of intensive residential development and;
- v) Establishment of objectives for the form and character of commercial, industrial or multi-family residential development.

Who can apply for a Development Permit?

- The property owner(s) or an authorized agent;
- Where a property is owned by a company or society, the application must be signed by a person with signing authority.

What does a Development Permit cost?

The cost is \$360.00 in a Geotechnical, Riparian or Environmental Development Permit Area.

Application Process:

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department. Forms are available at the FVRD office or online at www.fvrd.ca

Step 2: Application Review and Staff Report

- Geotechnical Report: If the property is within a DPA established for the protection of development from hazardous conditions, the applicant will be required to provide a report certified by a professional engineer, which states that the proposed development will be "safe for the use intended." It is recommended that the applicant discuss the report requirements with FVRD planning staff before engaging an engineer.
- Other Reports: In certain Development Permit Areas, other professional reports, such as sewage disposal or environmental impact assessments, may be required.



Staff will then analyze the application in accordance with applicable FVRD bylaws and regulations, and prepare a report.

Step 3: Review Process

Review by the Director of Planning: The staff report and recommendations, along with a draft permit, will be forwarded to the local Electoral Area Director for review and comment prior to consideration by the Director of Planning.

Review by the Electoral Area Services Committee and the Regional Board:

The staff report and recommendations, along with a draft permit, will be forwarded to the Electoral Area Services Committee (EASC) and the Regional Board if;

- an applicant requests that an application be considered by the Committee;
- the Director of Planning refers an application to the Committee for consideration;
- an Electoral Area Director requests that an application be considered by the Committee;
- an application relates to Form and Character;
- an application contains a variance related to the avoidance of a geological hazard or the protection of the environment.



How long does a Development Permit take?

Once a completed application is received, approvals by the Director of Planning generally take 2 - 3 weeks to process. Board / EASC approvals generally take 4 - 8 weeks.



45950 Cheam Avenue
Chilliwack, B.C.
V2P 1N6

Phone: 604-702-5000
Fax: 604-792-5059
E-mail: planning@fvrd.ca

OFFICIAL COMMUNITY PLAN

What is an Official Community Plan (OCP)?

An Official Community Plan is a statement of objectives and policies to guide local government decisions on planning and land use management within the area covered by the Plan.

When do I need to apply to amend an OCP?

If you are proposing a zoning amendment which does not comply with the policies and designation of the OCP, then an amendment may be considered.

Who can apply for an OCP Amendment?

The property owner(s) or an authorized agent. Where a property is owned by a company or society, the application must be signed by a person with signing authority.

How long does it take to amend an Official Community Plan?

OCP amendment applications take approximately 6 - 8 months to process.

What is the application fee to amend an Official Community Plan?

Fees start at \$10,000. Please refer to Bylaw No. 1696, 2023 on our website for more details.

APPLICATION PROCESS

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department.

Step 2: Application Review and Staff Report

Staff will then analyze the application in accordance with applicable FVRD bylaws and regulations, and prepare a report and draft bylaw.

Step 3: Committee and Board Review

The application will then be forwarded to the Electoral Area Services Committee and Regional Board.

Electoral Area Services Committee

(EASC): is composed of the Directors of the 7 Electoral Areas of the FVRD. EASC will review the application and make recommendations to the Regional Board.

Regional Board: is made up of Councilors from the FVRD municipalities and the Electoral Area Directors. If the Board gives the draft bylaw first reading and referral to public hearing, the application process moves on to the next step.

Step 4: Notification Sign

Generally after 1st reading, a notification sign must be installed on the subject land. FVRD staff will provide details.

Step 5: Agency Referral

The draft bylaw is then referred to relevant provincial and federal agencies, and other interested agencies for their comments and recommendations. A response is requested within 30 days.

Step 6: Technical Reports

If requested, the applicant may be required to provide technical reports prepared by appropriate professionals. These may include geotechnical, environmental impact, traffic, or other assessments.

Step 7: Public Hearing

A public hearing gives the public an opportunity to comment on the amending bylaw. Both verbal and written comments may be received from interested persons.

Step 8: Second and Third Readings

If there are no unresolved issues, the draft may receive 2nd and 3rd readings at Board.

Step 9: Referrals after 3rd Reading

OCP amendment bylaws sometimes require approval by the Ministry of Community, Sport and Cultural Development after 3rd reading. Responses can take up to 8 weeks.

Step 10: Adoption

After all required approvals are received, staff will place the draft bylaw on the next Regional Board agenda for consideration of adoption.

OFFICIAL COMMUNITY PLAN AMENDMENT

This is a summary of the Official Community Plan amendment process intended to assist you in your application.

While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Questions? Planning staff are here to help! Email, call, or drop by our office before beginning your project.

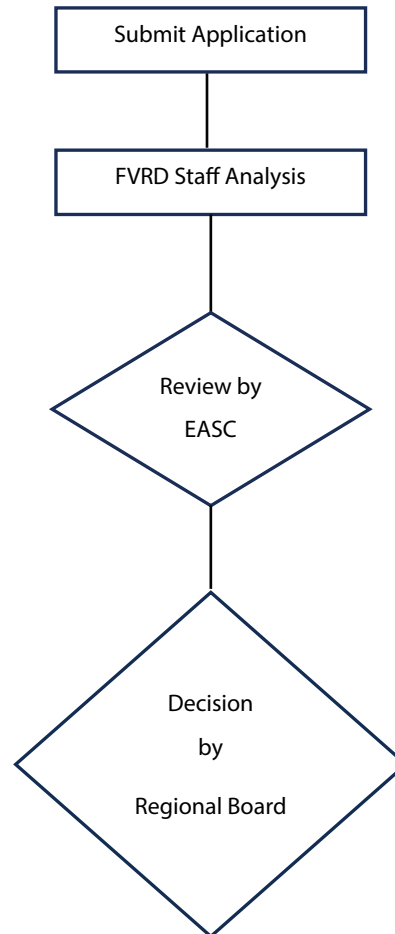


OFFICIAL COMMUNITY PLAN AMENDMENT



Site Specific Exemption

This is a summary of the site specific exemption process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.



Related Links

Association of Professional Engineers
and Geoscientists British Columbia

www.apeng.bc.ca



Site Specific Exemption



www.fvrd.ca

Site Specific Exemption

What is a Site Specific Exemption?

The Regional Board may exempt a person from meeting the requirements of Section 6 (Flood Construction Levels, Floodplain Setbacks, Dyked Areas, Minimum Ponding Elevation) of "Fraser Valley Regional District Floodplain Management Bylaw 0681, 2005" in relation to a specific parcel of land or a use, building or other structure on the parcel of land if the Regional Board considers it advisable provided that:



i) the exemption is consistent with the Provincial Guidelines and as they may be amended from time to time; or

ii) The Regional Board has received a comprehensive hydrological hazard assessment stating that the land may be used safely for the use intended, which is certified by a person who is:

- A Professional Engineer or Professional Geoscientist who is registered or licensed to practice under the *Engineer and Geoscientists Act*, specialized in hydrological engineering for large river systems or;
- A person in a class prescribed by the minister under Subsection 910(7) of the Local Government Act.

iii) the owner shall enter into a restrictive covenant under Section 219 of the Land Title Act

iv) the application shall be in the form attached hereto as Schedule C.

Points to consider:

- A decision to approve a site specific exemption is at the discretion of the FVRD Board.
- The Board must be satisfied that an exemption to the bylaw or policy is justified.
- Approval is based on the site specific conditions and supporting professional documentation.
- All expenses related to the Professional Engineer's Report/Flood Hazard Assessment Report and the preparation of the restrictive covenant are the responsibility of the applicant.

Who can apply for a Site Specific Exemption?

- The property owner(s) or an authorized agent;
- Where a property is owned by a company or society, the application must be signed by a person with signing authority.

What does a Site Specific Exemption cost?

The cost of a SSE is \$2000.00.

[Fees are subject to change at the discretion of the Regional Board]

Application Process:

Step 1: Submission of Application

Submit a completed application form, with all required attachments and fees, to the Regional District Planning Department. Forms are available at the FVRD office or online at www.fvrd.ca



Step 2: Application Review and Staff Report

- Professional Engineer's Report/Floodplain Hazard Assessment Report certifying that the land may be used safely for the intended purpose. Applications will not be processed until a report acceptable to the FVRD has been received. For further details please contact EA Planning.

Staff will then analyze the application in accordance with applicable FVRD bylaws and regulations, and prepare a report.

Step 3: Review Process

The staff report and recommendations are forwarded to the Electoral Area Services Committee (EASC) and the Regional Board.

Step 4: Approved Site Specific Exemption

If the Regional Board authorizes the issuance of the site specific exemption you will be contacted by staff. The covenant process will get started. Upon confirmation of the registration of the covenant on title and completion of any additional conditions of approval, applicable building permits will be able to be issued (is all building permit requirements are met).

ZONING BYLAW AMENDMENT

What is a Zoning Bylaw?

Zoning bylaws are enacted to ensure that specific land uses are located in appropriate areas so that the use on one property will not conflict with surrounding properties. They classify properties into zones that specify:

- Types of uses or activities that are permitted on a property;
- the size and type of building allowed on a property;
- the amount of off-street parking required;
- the minimum distances separating buildings and structures from property lines;
- the minimum size of parcels that may be created by subdivision and;
- other requirements.

How long does a Zoning Bylaw Amendment take?

Zoning amendment applications take approximately six months to process.

What is the application fee?

Base Fee: \$6,000.00

- Planning fee for each dwelling unit (in addition to base fee): \$250.00
- Engineering fee for each dwelling unit (in addition to base fee): \$150.00

Please refer to Bylaw No. 1696, 2023 on our website for more details.

When do I need to apply for an amendment to a Zoning Bylaw?

When a proposed new development or use does not conform to the requirements of the zone in which the property is located, you will need to apply for an amendment to:

- Rezone your property to a different zone which will permit the new development;
- amend the requirements of the current zone or;
- create a new zone to allow the proposed development.

Who can apply to amend a Zoning Bylaw?

- The property owner(s) or authorized agent;
- if the property is owned by a company or society, the application must be signed by a person with signing authority.

Electoral Areas and Bylaws:

Electoral Area A
Zoning Bylaw 823
(Boston Bar/North Bend/Canyon Alpine)

Electoral Area B
Zoning Bylaws 801, 90 and 85
(Yale/Dogwood Valley/Laidlaw/Choate/Othello/Spuzzum)

Electoral Area C
Zoning Bylaw 100
(Hemlock Valley/Harrison Mills/Lake Errock/Morris Valley)

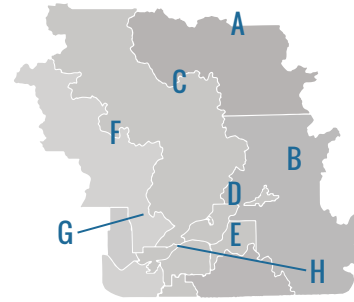
Electoral Area D
Zoning Bylaw 75
(Popkum/Bridal Falls)

Electoral Area E
Zoning Bylaw 66
(Chilliwack River Valley)

Electoral Area F
Zoning Bylaw 559
(McConnell Creek/Hatzic Prairie)

Electoral Area G
Zoning Bylaw 559
(Nicomen Island/Deroche/Dewdney/Hatzic Island/Portion of Sumas Mountain)

Electoral Area H
Zoning Bylaw 66
(Cultus Lake/Columbia Valley/Lindell Beach)



ZONING BYLAW AMENDMENT

This is a summary of the zoning bylaw amendment process intended to assist you in your application. While every care has been taken in the preparation of this brochure, the Fraser Valley Regional District assumes no liability for its contents. This brochure is intended as a guide only and is not a legal document. You are advised to review the applicable legislation and bylaws and conduct your own inquiries with staff and other agencies. Specific procedures, requirements, and costs for your proposal will be determined at the time of application.

 Questions? Planning staff are here to help! Email, call, or drop by our office before beginning your project.



ZONING BYLAW AMENDMENT



Appendix D – Public Facing Brochures, Information Sheets, Handouts, and Checklists

GOOD NEIGHBOUR PRACTICES

MANAGING CONSTRUCTION AND DEVELOPMENT IMPACTS IN RESIDENTIAL NEIGHBOURHOODS

Development and renewal of neighbourhoods can improve the vitality, value and appearance of FVRD communities. However, development and construction can create negative short term impacts for neighbours, such as noise, dust, odours, and air quality impacts. Developers and builders can reduce their impacts by using good neighbour practices and by taking action before problems arise.

ISSUE

WHAT CAN YOU DO?

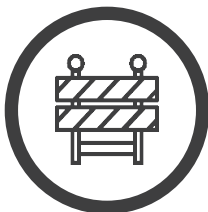
COMMUNICATION



Talk with your neighbours on an ongoing basis. Information and personal contact generally creates a more supportive and understanding perspective.

- Conduct door visits and provide flyers/notices.
- Introduce your project.
- Provide your contact information.
- Share your timelines.

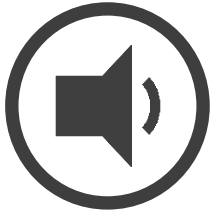
SITE MANAGEMENT



Proactive site management can address the majority of neighbour impacts.

- Stay on your property - don't encroach your work site or cause destruction to neighbouring parcels.
- Manage your storm water onsite – don't cause drainage issues for your neighbours or damage the environment.
- Keep a clean worksite – collect & manage waste regularly.
- Provide and maintain temporary toilets.
- Secure your site (eg. temporary fence) for safety and security reasons. Thefts and trespass can be a problem.

OFF-SITE IMPACTS



- Avoid noise and disturbances in evening hours and weekends. Quiet time is 10 p.m. - 6 a.m.
- Do not burn in residential areas. Use hauling and/or chipping.

ROAD & SIDEWALK USE



- Construction or alteration works may require approval.
Roads - contact BC Ministry of Transportation and Infrastructure:
ph. 604-795-8211
Sidewalks (Popkum) - contact FVRD Regional Parks:
ph. 604-702-5000
- Don't block sidewalks, roads and driveways.
- Manage onsite parking and make temporary arrangements if necessary.
- Keep sidewalks and roads free of construction sediment and dirt.
- Regularly wash off vehicles before leaving site.
- Keep construction waste bins, materials, etc. from public roadways.

PERMITS & APPROVALS



- Know the rules and FVRD requirements before you start your project, and check your property title for restrictions (eg. covenants, easements, geo-technical restrictions, etc.).
- Obtain your FVRD approvals BEFORE starting construction or development.
- Not sure which permits and approvals are needed? Contact the FVRD to find out.

SIGNATURE AND ACKNOWLEDGEMENT

I will ensure development and construction at _____ follows the FVRD's Good Neighbour Practices by: _____ address

- Providing the Good Neighbour Practices to employees and sub-trades working on the site
- Posting the Good Neighbour Practices in a visible location
- Discussing the Good Neighbour Practices at job site meetings
- Other: _____

Name (please print): _____

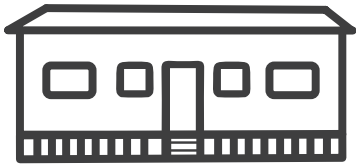
Signature: _____

The personal information on this form is being collected in accordance with Section 27 of the *Freedom of Information and Protection of Privacy Act, RSBC 1996 Ch. 165* and the *Local Government Act, RSBC 2015 Ch. 1*. It will only be collected, used and disclosed for the purpose of administering matters with respect to planning, land use management and related services delivered, or proposed to be delivered, by the FVRD. Questions about the use of personal information and the protection of privacy may be directed to the FVRD Privacy Officer at 45950 Cheam Avenue, Chilliwack, BC V2P 1N6, Tel: 1-800-528-0061 FOI@fvrd.ca.

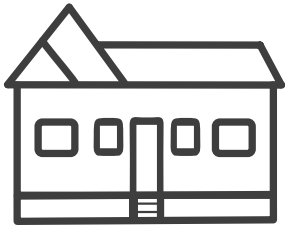
Permitted Uses and Structures at Baker Trail Village

DWELLING

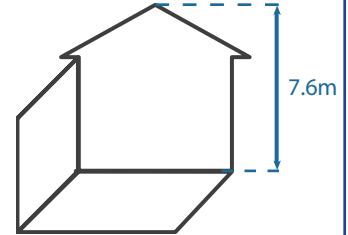
Mobile and Modular Homes



MOBILE HOME means a structure manufactured and assembled as a unit, which is intended to be drawn or moved along a highway or road from time to time to serve as a residence for its occupants or owners, and which contains one dwelling unit with complete bathroom and cooking facilities, and plumbing and electrical connections for attachment to existing outside systems; specifically excludes any trailer not having a water closet and bath or shower cabinet.



MODULAR HOME means a structure manufactured and assembled as a unit, which is intended to serve as a residence for its occupants or owners, and which contains one dwelling unit and complete bathroom and cooking facilities, and plumbing and electrical connections for attachment to existing outside systems; specifically excludes any trailer not having a water closet and bath or shower cabinet.



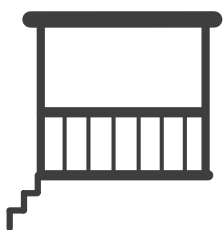
Maximum 7.6 m (24.9 ft) in height for mobile and modular homes

PERMISSIBLE ADDITIONS

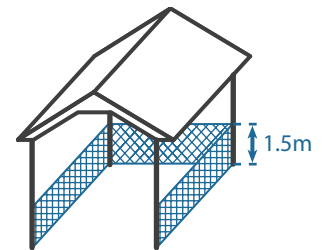
Carports, Ramadas, Porches, Sun Rooms, and Other Additions



RAMADA means a roofed structure without a floor, which may have lattice work or screening to a maximum height of 1.5 metres above the ground surface but which shall otherwise have no enclosing walls, intended to shelter a mobile home or a recreational vehicle from the sun or rain, which may also shelter from the sun or rain the entrance or parking area of the mobile home or recreational vehicle, and which is completely free-standing and unsupported by the mobile home or recreational vehicle; excludes porches, sunrooms, structural additions, or any structure having entry through a closeable door.



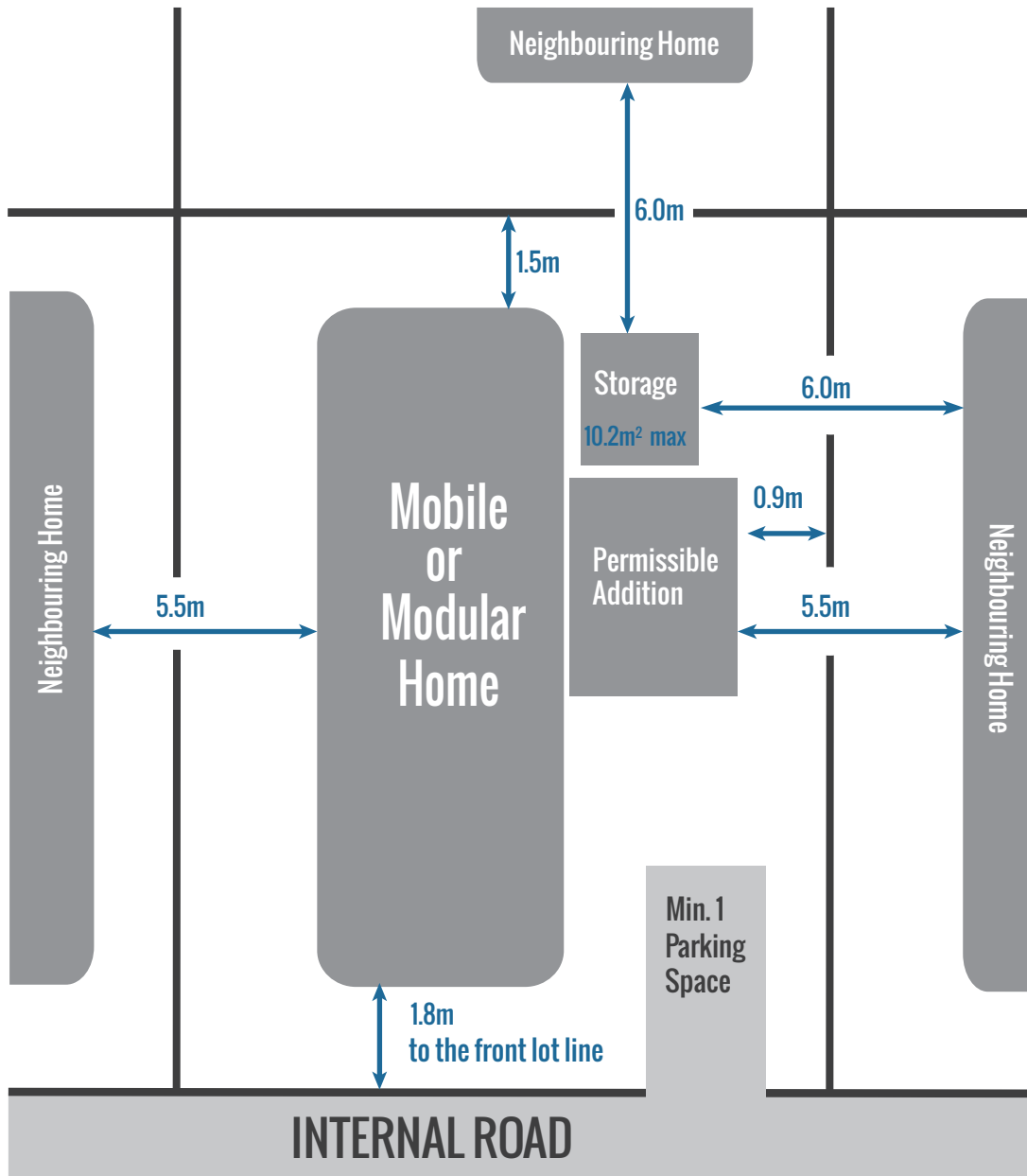
Only the following additions are permitted: carports, ramadas, vestibules, porches, sun rooms, cabanas, and storage facilities. All attached or accessory structures shall be factory prefabricated or of equivalent quality. Full definitions and explanations are available in the FVRD Mobile Home Park Bylaw 0103.



Maximum height of lattice work 1.5 m (4.9 ft) above ground

WHERE CAN I BUILD?

Permitted Uses and Structures at Baker Trail Village



REMEMBER YOUR BUILDING PERMIT

A building permit is required to place a mobile home on a lot and to place or build any structure greater than 20m² in area

REMEMBER YOUR NEIGHBOURS

Even if your structure meets the setback to your lot lines, you must still meet the separation requirements from your neighbours home

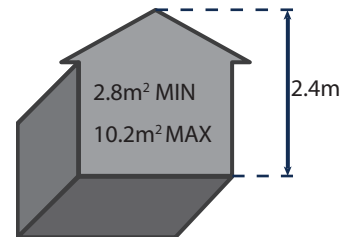
Maintain setbacks of at minimum:

(setbacks apply to both homes AND permissible additions)

- 1.8 m (5.9 ft) to the front lot line and right-of-way or common parking areas
- 5.5 m (18 ft) from an adjacent mobile or modular home
- 1.5 m (4.9 ft) from rear lot line
- 0.9 m (3 ft) from side mobile lot lines

Storage

- 1 storage facility (shed) allowed
- 2.8m² (30 sq ft) min and 10.2m² (110 sq ft) max in area
- Max 2.4m (7.9 ft) in height and not located within the required front yard
- Cannot be closer than 6.0m (19.7 ft) to an adjacent or opposite mobile home



Guide to Strata Lot Development at Tapadera Estates - 14600 Morris Valley Road



OCTOBER 2018

Using this Guide

This guide will help owners develop their lot at Tapadera Estates in a way that is neighbourly, safe, and attractive. It outlines the zoning regulations that apply to the three lot types at Tapadera Estates. The purpose of zoning regulations is:

1 Zoning regulations require that all residents follow the same guidelines when laying out their property, building or installing new structures, or altering existing structures. This ensures that everyone's property investment is equally protected in the long-term, and it promotes a welcoming and attractive community for all.

2 Zoning regulations have an important health and safety component. Regulations promote safe distances between structures and safe site coverage to protect your property in the event of a fire, as well as ensuring that emergency personnel can move safely through Tapadera Estates in the event of an incident. These regulations also ensure that servicing requirements can be met on each lot.

Zoning regulations for Tapadera Estates are found in the Campground Holiday Park Zone in FVRD Bylaw No. 100, which can be found online at <http://www.fvrd.ca/EN/main/government/bylaws.html>.

Definitions

Zoning regulations refer to three distinct structures that may be placed or built on lots at Tapadera Estates.

Recreational Vehicle



Recreational Vehicles (RVs) are vehicular units designed to provide temporary living quarters for recreational camping, travel, or seasonal use. RVs travel under their own power or are mounted on or towed by a vehicle. They are limited in length to 12.5 m and in width to 2.6 metres, excluding slideouts and awnings, which must be stowed for travel. RVs are intended to be used as periodic seasonal residences.

Park Model Trailer



Park Model Trailers are recreational units built on a single chassis mounted on wheels, intended to be towed on the highway from time to time and designed to provide temporary living quarters for seasonal camping use. The trailer area is limited to a maximum of 50 square metres, with a width between 2.6 metres and 3.8 metres in the transit mode. Park Model Trailers must be certified by the manufacturer as complying with CSA Z-241 Standards. These structures differ from RVs and mobile homes as they cannot move under their own power as an RV could, nor are they attached to a more permanent foundation, as with a mobile home.

Holiday Home



Holiday Homes are permanent dwelling units, similar to a cabin or cottage, which are intended for seasonal residential use. Unlike RVs and Park Model Trailers, they are not designed to be moveable. Typically, Holiday Homes are site-built structures which are constructed to meet the BC Building Code.

WHAT LOT DO I HAVE?

Determining your Lot Type

Zoning determines where and how the unit may be located on the lot. There are three types of lots: RVs, Park Model Trailers, and Holiday Homes.

- Park Model Trailer
- RV
- Common Amenity
- Holiday Home
- Green Space

Tapadera Estates Site Plan



© 2017 Google

WHAT CAN I BUILD?

Permitted Uses and Structures on Strata Lots

What you can place or build on your property depends on the type of site or strata lot. Lots in Campground Holiday Parks are either designated as RV lots, Park Model Trailer lots, or Holiday Home lots.

The table below details what structure types are permitted on each lot.

TYPE OF STRATA LOT	TYPE OF USE OR STRUCTURE						
	Recreational Vehicle	Park Model Trailer	Holiday Home	Ramada	Open Deck	Storage Shed	Accessory Garage or Storage
RV	Permitted	Not Permitted	Not Permitted	Permitted	Not Permitted	Permitted	Not Permitted
Park Model Trailer	Permitted	Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Not Permitted
Holiday Home	Not Permitted	Not Permitted	Permitted	Not Permitted	Permitted	Permitted	Permitted

WHERE CAN I BUILD?

Suggested Lot Layout

Laying out your lot correctly helps ensure that your neighbours are able to meet the necessary setback requirements for their site, allowing all residents to enjoy their property equally.

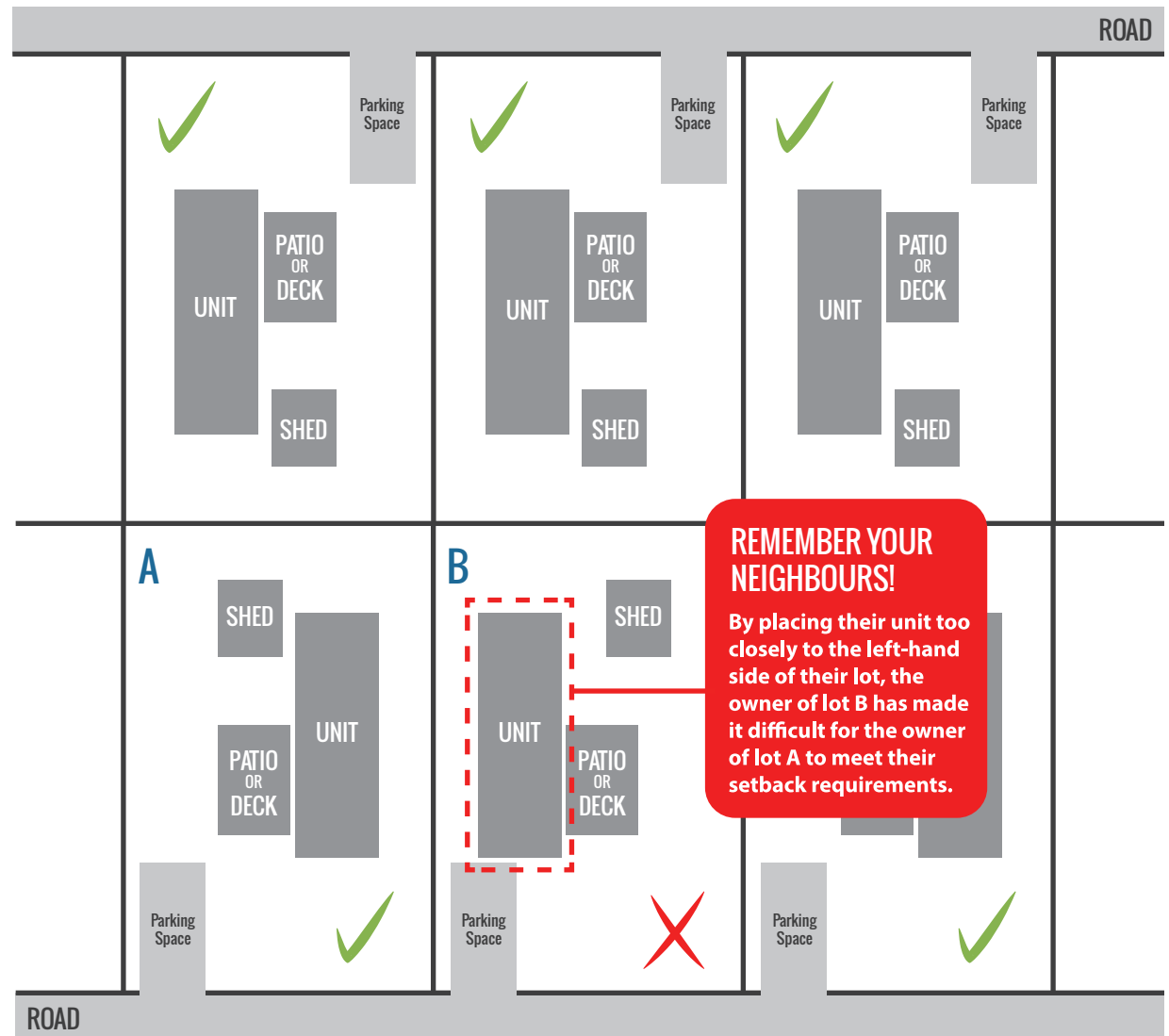
This layout map depicts how most lots at Tapadera Estates should be laid out in order to ensure all setback requirements can be met.

Generally, **RVs and Park Model Trailers should be located on the right-hand side of the lot** (if viewed from the road). Any **additional permitted structures, such as sheds and decks, should be located on the left-hand side of the unit**. Locating structures in this way ensures that when your neighbour places a new structure on their lot, they are not unfairly constrained by setback requirements.

Some lots may require slightly different configurations, or may have site-specific Development Variance Permits (DVPs) granted that allow for different setback requirements. If you are unable to meet the setback requirements outlined in the following pages because of the way your neighbour has developed their lot, contact the FVRD to discuss possible solutions. Contact information is provided at the end of this Guide.

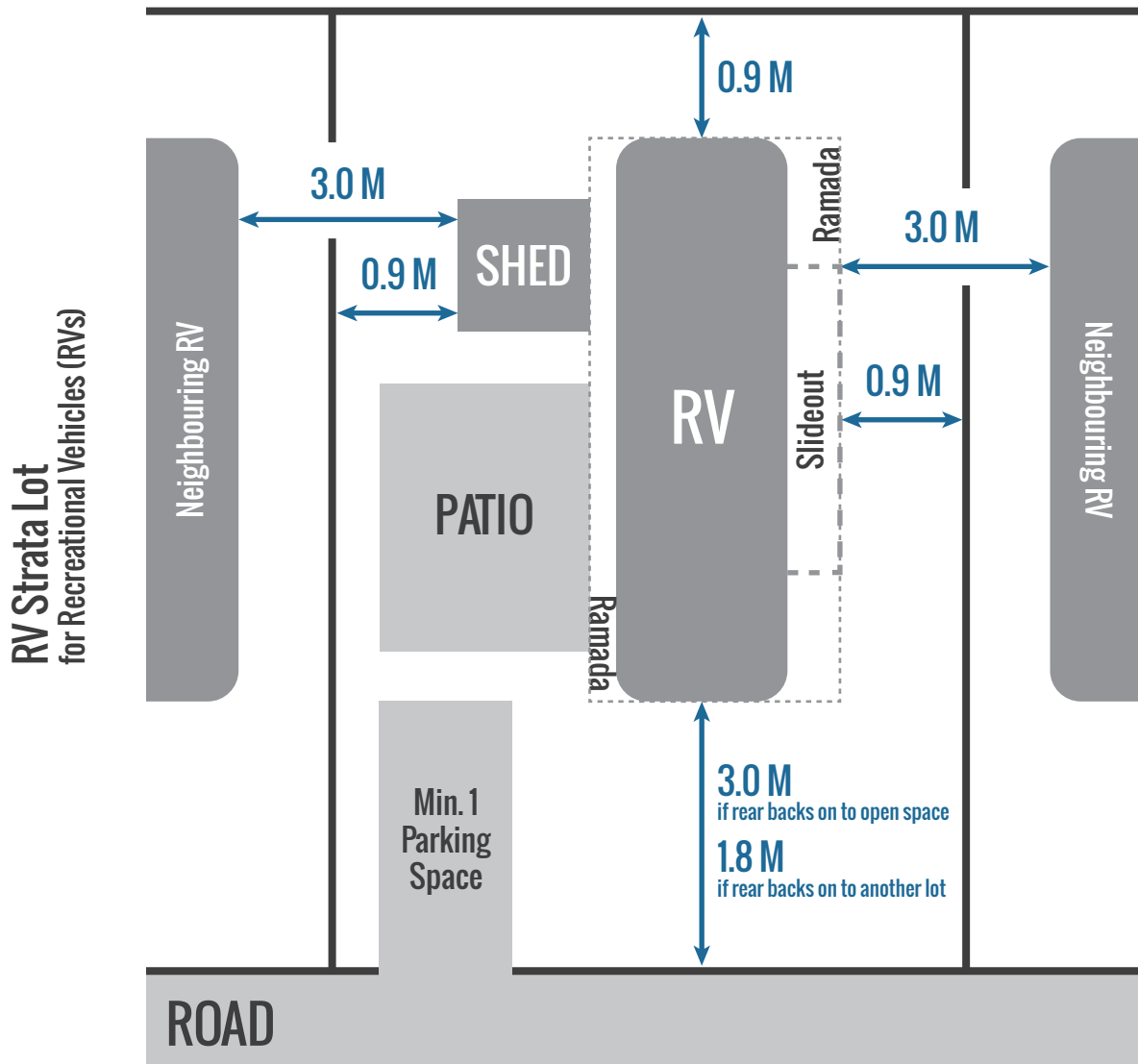
Need Specific Lot Details?

Comprehensive Development Variance Permits (DVPs) that apply to multiple lots at Tapadera Estates are included in this Guide as Appendix A. For DVPs that apply to your lot only, contact the FVRD directly.



WHERE CAN I BUILD?

Siting your RV



For RV and Ramada Maintain setbacks of at minimum:

- 3.0 metres from the front of the site, OR 1.8 M from the front of the site if site backs on to another lot
- 0.9 metres from the side or rear of the site
- 3.0 metres from any structure or RV on an adjacent site

Note: setback requirements include any awnings and slideouts (if applicable)

For Storage Shed Maintain setbacks of at minimum:

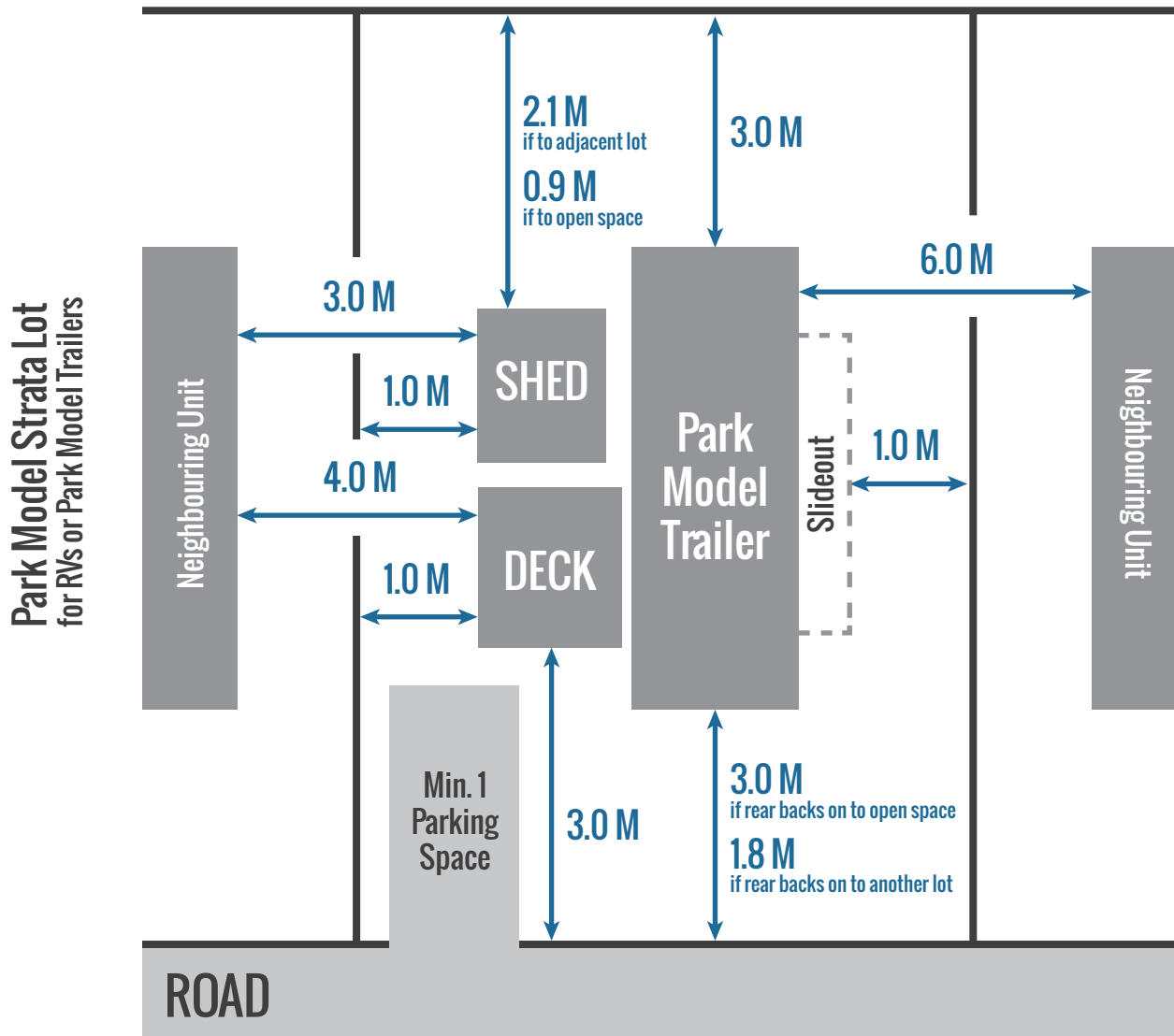
- 4.5 metres from the edge of the road
- 0.9 metres from the side or rear of the site
- 3.0 metres from any structure or RV on an adjacent site

Remember your Neighbours!

Even if your structure meets the setback requirements of your site, remember that you cannot infringe on the setback requirements of your neighbour's property.

WHERE CAN I BUILD?

Siting your Park Model Trailer



For RV or Park Model Trailer Maintain setbacks of at minimum:

3.0 metres from the front or rear of site, OR 1.8 M from the front of the site if site backs on to another lot

1.0 metre from the side of the site

6.0 metres from any structure, RV, or Park Model Trailer on an adjacent site

Note: setback requirements include any slideouts (if applicable)

For Storage Shed Maintain setbacks of at minimum:

4.5 metres from the edge of the road

1.0 metre from the side of the site

3.0 metres from any structure or RV on an adjacent site

0.9 metres from rear of lot if lot backs onto open space OR 2.1 metres if lot backs onto another lot

For Deck Maintain setbacks of at minimum:

3.0 metres from the front or rear of the site or road

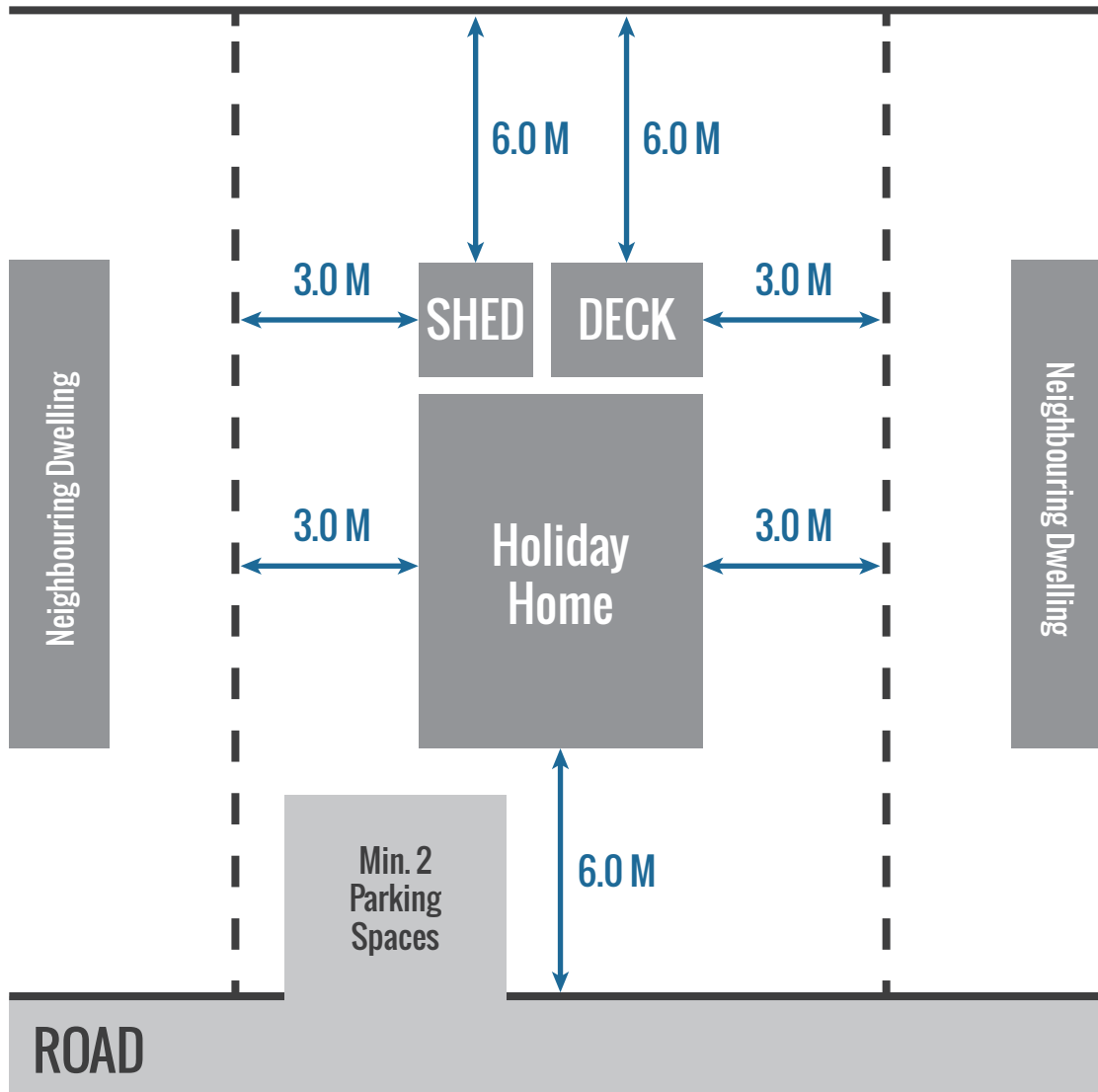
1.0 metre from the side of the site

4.0 metres from any structure, RV, or Park Model Trailer on an adjacent site

WHERE CAN I BUILD?

Siting your Holiday Home

Holiday Home Strata Lot for Holiday Homes



For Holiday Home Maintain setbacks of at minimum:

- 6.0 metres from the front or rear of the site
- 3.0 metres from the side of the site

For Storage Shed or Garage Maintain setbacks of at minimum:

- 6.0 metres from the front or rear of the site
- 3.0 metres from the side of the site

For Deck Maintain setbacks of at minimum:

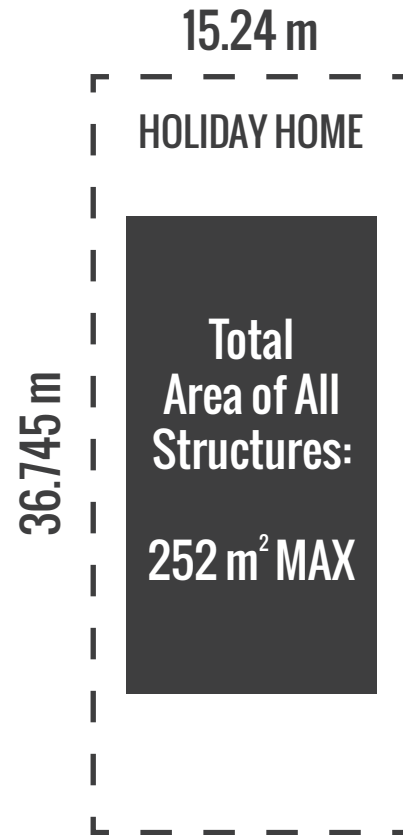
- 6.0 metres from the front or rear of the site
- 3.0 metres from the side of the site

HOW BIG CAN I BUILD?

Determining the Site Coverage Allowance of your Structure

In addition to setback requirements, zoning regulations set out site coverage requirements for Holiday Home lots. Holiday home lots in Tapadera Estates may have up to 45% of their area covered by structures. This includes the home itself, as well as any shed, deck, garage, or other permanent or semi-permanent structure.

Measurements shown are based on standard Holiday Home lot sizes at Tapadera Estates. **Actual measurements of individual sites are likely to vary.**



Remember your Setbacks!

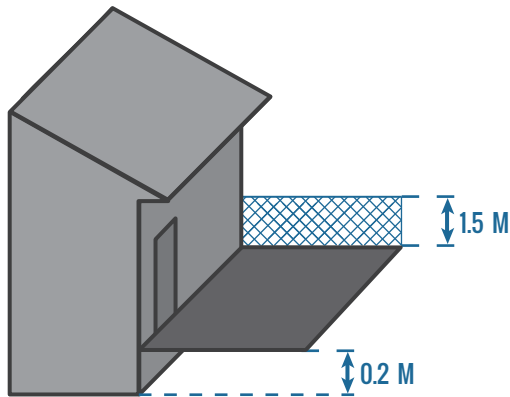
Even if you have not maxed out the site coverage allowance of your lot, setback requirements and floor area requirements may restrict your ability to build more or larger structures on your lot.

HOW BIG CAN I BUILD?

Determining the Sizing Details of your Structure

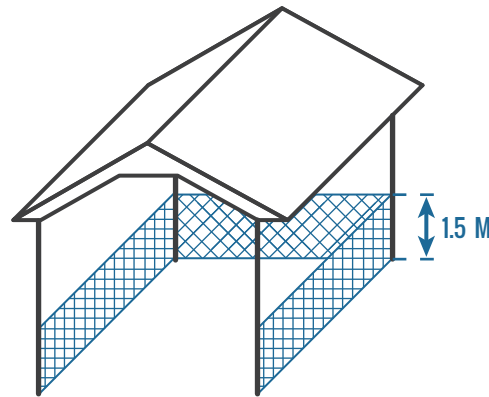
Zoning Bylaw No. 100 dictates certain sizing details of a variety of structures on Campground Holiday Park Sites.

Open Deck



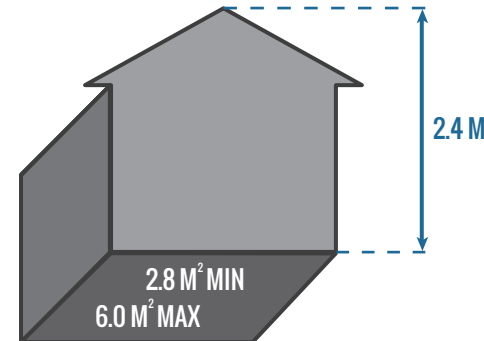
Open decks on Park Model Trailer and Holiday Home lots must be raised at least 0.2 metres (20 centimetres) above the ground. They are required to have guard railings and may have lattice work or screening to a maximum height of 1.5 metres above the floor of the deck.

Ramada



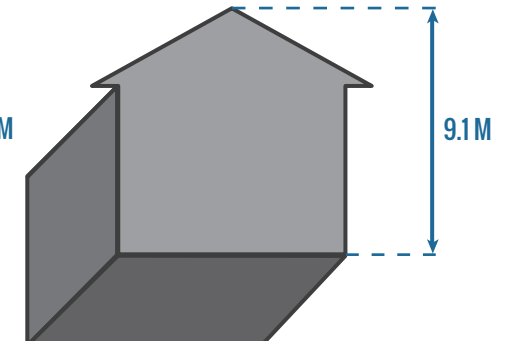
Ramadas on RV lots are permitted to have lattice work or screening to a maximum height of 1.5 metres above the ground, but otherwise are not permitted to have walls.

Storage Shed



Storage sheds on all lots are permitted to measure up to 2.4 metres in height, with a floor area of at minimum 2.8 square metres and at maximum 6.0 square metres. Set-back and lot coverage requirements may dictate a reduced floor area in certain cases.

Holiday Homes and Other Structures



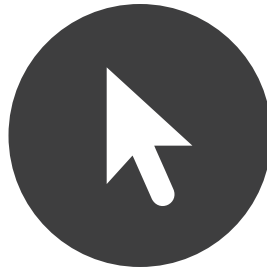
Structures other than storage sheds, such as Holiday Homes on Holiday Home lots, are permitted to measure up to 9.1 metres in height.

**HOW DO
I LEARN
MORE?**

Contacting your Planning Department and Strata Council



1-800-528-0061



www.fvrd.ca



planning@fvrd.ca

The Tapadera Estates Strata Council
may be contacted via their website, at:
www.tapaderaestates.ca/contact-us.html

This guide is intended to provide residents of Tapadera Estates with design guidelines for the most common structures and siting concerns. For the most complete information, including a list of Development Variance Permits that may have an impact on your Campground Holiday Park property, please refer to Consolidated Zoning Bylaw No. 100 or contact the Fraser Valley Regional District.

Appendix A: Development Variance Permits

A Development Variance Permit is issued by the Fraser Valley Regional District to vary standards imposed in a bylaw that conflict with characteristics of a project.

Comprehensive Development Variance Permit No. 96-08 was developed to amend, consolidate, and replace DVP No. 95-15 issued December 05, 1995. A description of variances is included below. For site-specific variances outside DVP No. 96-08 that may affect your lot, contact the FVRD.

Table 1: Tapadera Estates Development Variance Permits

DVP No.	Strata Lots	Description of Variances
DVP-9608	17-18, 41-48, 104-115, 117-123, 162-173	Vary rear strata lot line setback to 0.9 m. Applies to any Park Model Trailer, Recreational Vehicle, open deck, or other structure (e.g. shed). Setbacks clear to sky.
DVP-9608	1-16, 19-39, 40, 87-94, 116, 174- 175, 191-192, 208-209	For lots that back onto another strata lot the setback from the rear lot line shall be a minimum of 2.1 m. Applies to any Park Model Trailer, Recreational Vehicle, open deck, or other structure (e.g. shed). Setbacks clear to sky.
DVP-9608	17-18, 41-48, 104-115, 117-123, 162-173	For lots that back onto a buffer strip or open space, the front lot line setback shall be a minimum of 3.0 m. Applies to any Park Model Trailer, Recreational Vehicle, open deck, or other structure (e.g. shed). Setbacks clear to sky.
DVP-9608	1-16, 19-37, 40, 87-94, 116, 174- 175, 191-192, 208-209	For lots that back onto another strata lot line, the front lot line setback shall be a minimum of 1.8 m to any Park Model Trailer or Recreational Vehicle. Open decks and other structures (e.g. sheds) must maintain existing 3.0 m setback. Setbacks clear to sky.
DVP-9608	1-48, 87-94, 104- 123, 162-175, 191, 192, 208-209	Spatial separation from an open deck or other structure (e.g. shed) to a Park Model Trailer, Recreational Vehicle, open deck, or other structure (e.g. shed) is reduced from 5.0 m to 4.0 m. Setbacks clear to sky.

PUBLIC HEARING INFORMATION

What is a Public Hearing?

The purpose of a Public Hearing is to give all interested persons an opportunity to voice their concerns, support, or opposition to a project in their neighbourhood. The FVRD records all comments made at each Public Hearing, as well as written submissions made regarding each project, and provides this information to the FVRD board to help in the decision-making process following the Public Hearing.

Why should I attend?

Attending Public Hearings and participating if you choose is an important means of having your voice heard and of supporting your neighbourhood.

Who is informed of Public Hearings?

On all Rezoning, Official Community Plan, and Land Use Contract Discharge applications, residents within 100 metres or 3 lots in all directions of the subject property are notified by mail of a Public Hearing. Information includes the date and time of the hearing, and background on the project. The Public Hearing is also advertised in two consecutive issues of the local newspaper.

What information is given in the notice?

The Public Hearing gives a brief description of the project. Detailed information is available at the hearing in binders provided by the FVRD, as well as online at www.fvrd.ca or by visiting the FVRD office in Chilliwack.

Who can attend?

Anyone can attend a Public Hearing. It is particularly important to attend a Public Hearing if change is happening close to your property. Before speaking at a hearing, speakers provide their address to the Chairperson. Comments from residents who live in the neighbourhood in question are particularly valuable for FVRD board members in their decision-making process.

THE NIGHT OF THE PUBLIC HEARING

At the Public Hearing:

Persons wishing to speak at the Public Hearing should put their name on the list at the welcome desk. If you haven't decided whether or not you wish to speak, you are always welcome to add your name halfway through the hearing. The Chairperson will also call three times for additional speakers who have not put their names on the list.

For those not wishing to speak but would like to indicate in writing their support or opposition to the project, submissions can be made to the FVRD at the hearing.

Submissions made at the Public Hearing are circulated to FVRD board members and are read by the Planning Department.

After the Public Hearing:

All bylaws heard at the Public Hearing are on the FVRD Board agenda for consideration at third reading.

The FVRD Planning Department prepares written comments to the FVRD Board following the Public Hearing, with a summary of comments made by the public, and submissions received. All comments and submissions are recorded.

When making its decision, the FVRD Board takes into consideration not only the information received at the Public Hearing, but also all other information provided prior to the hearing, as well as the FVRD's policies, priorities, and objectives.

The FVRD cannot receive any submissions from anyone after the Public Hearing has concluded. If an item is submitted after the hearing is over, it will be forwarded to the Planning Department for consideration, but will not be circulated to the FVRD Board.

GOOD NEIGHBOUR PRACTICES: PUBLIC HEARING DECORUM

Please follow the FVRD's Good Neighbour Practices at Public Hearings to ensure that everyone can join in and have their say.

1. Be respectful. Don't clap or call out. Outbursts make people with different views feel uncomfortable speaking.
2. Enter your name on the speaker list if you want to speak.
3. When called by the Chairperson, begin by stating your name and address.
4. Limit your comments to 5 minutes so everyone has a chance to speak.
5. Address your comments to the Chairperson.
6. Once everyone has had a chance to speak, you are welcome to speak again.

THANK YOU!



Questions? Planning staff are here to help! Email, call, or drop by our office for questions related to Public Hearings.

To voice your concerns, support, or opposition to a project in the FVRD, you can:

- **Send a letter to:**
Planning Department
45950 Cheam Ave
Chilliwack, B.C. V2P 1N6
- **Email:**
planning@fvrd.ca
- **Submit documents in person** to the Planning Department on the 2nd floor of 45950 Cheam Ave Chilliwack, B.C. V2P 1N6
- **Attend the Public Hearing** and submit the information when you address the Board and Planning Department

FREEDOM OF INFORMATION

Personal information at public hearings is collected in accordance with Section 27 of the *Freedom of Information and Protection of Privacy Act*, *RSBC 1996 Ch. 165* and the *Local Government Act*, *RSBC 2015 Ch. 1*. It will only be collected, used and disclosed for the purpose of administering matters with respect to planning, land use management and related services delivered, or proposed to be delivered, by the FVRD. Questions about the use of personal information and the protection of privacy may be directed to the FVRD Privacy Officer at 45950 Cheam Avenue, Chilliwack, BC V2P 1N6, Tel: 1-800-528-0061 FOI@fvrd.ca.



PUBLIC HEARING GUIDE

THE PROCESS OF SUPPORTING YOUR
NEIGHBOURHOOD BY VOICING YOUR
OPINION ON PROJECTS IN THE FVRD

NOTICE ON TITLE INFORMATION SHEET

WHAT IS A NOTICE ON TITLE?

A *Notice on Title*, note against land title, or Section 57 of the *Community Charter*, was provided to local governments by the Province of British Columbia as a tool to administer and enforce the *BC Building Code* and local building bylaws. It involves the registration of a *Notice* on a property title at the Land Title Office, which, once in place, is documented on the title search under the “Legal Notations” section.

A *Notice on Title* serves as notification to anyone searching a property title that the property may be in breach of bylaws or regulations. The *Notice* itself does not disclose details of the breach but specifies that further information may be obtained from the local government office.

WHAT IS THE PURPOSE OF A NOTICE ON TITLE?

The purpose of a *Notice on Title* is to provide information to potential owners and stakeholders of a breach of bylaws or regulations. It also encourages voluntary compliance to reduce risk to the local government. The filing of a *Notice* is not intended to be a punitive action; rather, it is a method to protect future owners and others with an interest in the property.

WHEN CAN A NOTICE ON TITLE BE FILED?

A *Notice on Title* may be filed by a local government where there is a breach of bylaws or regulations in respect to a property. Specifically, a *Notice on Title* may be filed where a Building Inspector is made aware of any of the following:

- a) construction has occurred without a valid building permit;
- b) construction deficiencies noted have not been corrected;
- c) covering construction without required inspections;
- d) a permit has expired and the owner refuses to reapply for a new permit;
- e) construction that is in contravention of the *BC Building Code* or Building Bylaw; or
- f) any such circumstances as the Building Inspector may deem necessary.

HOW IS A NOTICE ON TITLE FILED?

Step 1: When the Building Inspector is made aware of a breach, a letter is mailed to the registered owner of the property advising of the breach and the required remedial action. The owner is provided approximately thirty (30) days to contact staff and take the necessary steps to resolve the breach. This timeframe may be reduced where there appears to be a serious safety concern.

Step 2: If no action to contact staff and resolve the issue, a second letter is mailed to the owner advising of the breach and the required remedial action. The owner is provided approximately fourteen (14) days to contact staff and take the necessary steps to resolve the breach. This timeframe may be reduced where there appears to be a serious safety concern.

- Step 3: If no action to contact staff and resolve the issue, the Building Inspector may forward a report to the Corporate Officer and a "Show Cause Hearing" is scheduled. A Show Cause Hearing is held during an Electoral Area Services Committee (EASC) meeting. An invitation is mailed to the registered owner of the property advising the specific date and time they are to attend the Show Cause Hearing. A copy of the report produced by the Building Inspector will be included.
- Step 4: On the day of the EASC meeting, the Show Cause Hearing will be announced. The owner of the property, or their agent, will be asked if they would like to make representation to the Committee. The Committee shall listen objectively to the owner as well as the Building Inspector. Please note that **attendance is not required** if the owner does not wish to challenge the recommendation.
- Step 5: After hearing from the registered owner of the property and Building Inspector, the committee will then resolve to:
- direct the staff to file a *Notice* in the Land Title Office;
 - direct staff not to file a *Notice* in the Land Title Office; or
 - defer filing a *Notice* to allow the registered owner more time to comply.

HOW IS A NOTICE ON TITLE CANCELLED?

Once a *Notice on Title* is filed, it may be cancelled from the title of a property by way of:

- the local government after a Building Inspector has provided a report confirming that the condition which caused the *Notice* to be filed has been rectified; or
- an Order obtained by the registered owner from the *British Columbia Supreme Court*.

WHAT IS THE COST OF PLACING OR CANCELLING THE NOTICE ON TITLE?

The Fraser Valley Regional District does not charge the registered owner of the property when a *Notice on Title* is filed at the Land Title Office. However, there is a \$500.00 administrative fee payable to the Fraser Valley Regional District by the property owner when the *Notice* is removed from the Title. The property owner will also be responsible for their legal costs to have a *Notice* removed at the Land Title Office.

Properties with a *Notice on Title* may be sold at any time; however, the presence of the *Notice* may negatively affect a property's potential sale, perceived property value, access to a mortgage, and/or (re)financing. If a *Notice* is registered or is recommended to be registered upon the title of your property, you are advised to undertake inquiries with your lenders, insurance companies, and any other relevant parties to determine how it may impact you now and in the future.

If you have any questions regarding this process, please email staff at enforcement@fvrd.bc.ca or phone directly at 1-800-528-0061.

This document is provided for informational purposes and does not constitute legal advice. The Fraser Valley Regional District makes no representations or warranties about the accuracy of the information contained in this document. If you have any questions or concerns as to the nature and effect of Notices on Title, please refer to the actual text of Sections 57 and 58 of the Community Charter and seek your own independent legal advice.

Excerpts from the *Community Charter*:

NOTE AGAINST LAND TITLE THAT BUILDING REGULATIONS CONTRAVENED

- 57 (1) A building inspector may recommend to the council that it consider a resolution under subsection (3) if, during the course of carrying out duties, the building inspector
- (a) observes a condition, with respect to land or a building or other structure, that the inspector considers
 - (i) results from the contravention of, or is in contravention of,
 - (A) a municipal bylaw,
 - (B) a Provincial building regulation, or
 - (C) any other enactmentthat relates to the construction or safety of buildings or other structures, and
 - (ii) that, as a result of the condition, a building or other structure is unsafe or is unlikely to be usable for its expected purpose during its normal lifetime, or
 - (b) discovers that
 - (i) something was done with respect to a building or other structure, or the construction of a building or other structure, that required a permit or an inspection under a bylaw, regulation or enactment referred to in paragraph (a) (i), and
 - (ii) the permit was not obtained or the inspection not satisfactorily completed.
- (2) A recommendation under subsection (1) must be given in writing to the corporate officer, who must
- (a) give notice to the registered owner of the land to which recommendation relates, and
 - (b) after notice under paragraph (a), place the matter before the council.
- (3) After providing the building inspector and the owner an opportunity to be heard, the council may confirm the recommendations of the building inspector and pass a resolution directing the corporate officer to file a notice in the land title office stating that
- (a) a resolution relating to that land has been made under this section, and
 - (b) further information about it may be inspected at the municipal hall.
- (4) The corporate officer must ensure that all records are available for the purpose of subsection (3) (b).
- (5) If the registrar of land titles receives a notice under subsection (3) and payment of the prescribed fee, the registrar must make a note of the filing against the title to the land that is affected by the notice.
- (6) The note of a filing of a notice under this section is extinguished when a new title to the land is issued as a result of the deposit of a plan of subdivision or a strata plan.
- (7) In the event of any omission, mistake or misfeasance by the registrar or an employee of the registrar in relation to the making of a note of the filing under subsection (5), or a cancellation under section 58, after the notice is received by the land title office,
- (a) the registrar is not liable and neither the Provincial government nor the Land Title and Survey Authority of British Columbia is liable vicariously,

- (a.1) the assurance fund or the Land Title and Survey Authority of British Columbia as a nominal defendant is not liable under Part 19.1 of the Land Title Act, and
 - (b) the assurance fund or the minister charged with the administration of the Land Title Act as a nominal defendant is not liable under Part 20 of the Land Title Act.
- (8) Neither the building inspector nor the municipality is liable for damage of any kind for the doing of anything, or the failure to do anything, under this section or section 58 that would have, but for this subsection, constituted a breach of duty to any person.
- (9) The authority under this section is in addition to any other action that a building inspector is authorized to take in respect of a matter referred to in subsection (1).

CANCELLATION OF NOTE AGAINST LAND TITLE

- 58
- (1) On receiving a report from a building inspector that the condition that gave rise to the filing of the notice under section 57 (3) has been rectified, the corporate officer must file a cancellation notice and, on receiving the notice, the registrar of land titles must cancel the note against the title to which it relates.
 - (2) An owner of land with respect to which a notice has been filed under section 57 (3), may apply to the council for a resolution that the note be cancelled.
 - (3) After hearing an applicant under subsection (2), the council may pass a resolution directing the corporate officer to file a cancellation notice.
 - (4) If a resolution has been passed under subsection (3), the corporate officer must file a cancellation notice in the land title office and, on receiving the notice, the registrar of land titles must cancel the note against the title to which it relates.
 - (5) If the council does not pass a resolution under subsection (3), the owner may apply to the Supreme Court and notify the municipality to attend before the court to show cause why the note should not be cancelled.
 - (6) On an application under subsection (5), after reviewing any evidence that the owner and the municipality may adduce, the court may make an order directing the registrar to cancel the note made under section 57 (5) and, on receiving the order, the registrar of land titles must cancel the note accordingly.

FACT SHEET:

CONVERTING AN EXISTING DWELLING TO A RESIDENTIAL ACCESSORY STRUCTURE

If you are a property owner wanting to live in your existing dwelling while constructing a new dwelling on the same property, you will need to contact the Planning and Building Departments. The primary requirement is that your existing dwelling will need to be removed or demolished prior to the Building Department providing a Final Inspection on your new home. (The new zoning bylaw removed the requirement for two homes on one lot covenant) We should update the language. – See section 5.2 in the consolidated ZB.)

There are certain circumstances where a property owner would like to keep their existing dwelling and convert it to a *residential accessory structure* (e.g. storage building, garage) instead of having the structure removed or demolished. If you are considering this, you will need to talk with both the Planning and Building Departments to ensure that all Planning and Building Code requirements are met. In addition to these requirements, it requires a covenant which requires FVRD Board approval.

Please contact the Planning Department at planning@fvrd.ca and/or the Building Department at building@fvrd.ca to ask questions about your specific circumstance. Conversion of an existing dwelling to a Residential Accessory Structure may impact your costs and construction timelines.

Change in Use: Zoning

Conversion from an existing dwelling to an accessory residential use is considered a Change in Use. A Change in Use is a land use term that applies when there is a change in the use of land. Permitted land uses are regulated by the various zones identified in the FVRD Zoning Bylaw. If you do not know what the permitted uses are in your zone, contact the

Change in Occupancy: Building Code

Conversion from an existing dwelling to an accessory residential use is considered a Change in Occupancy. The BC Building Code classifies how a building is used. When the occupancy of a building changes from the occupancy it was originally designed for, the Building Code requires this change to be permitted and inspected. Construction

Planning Department

A modified Two Homes on One Lot During Construction covenant will need to be registered on your property title that states alterations to the old dwelling will be completed as part of the change of use to a *residential accessory structure*.

A change in use may involve removal of:

- Devices or appliances used to heat or cook food
- Energy supply for devices or appliances used to heat or cook food
- Plumbing associated with food preparation or cleaning
- Ventilation associated with devices or appliances used to heat or cook food
- Food storage and preparation areas

Building Department

Decide what your new Residential Accessory Structure will be used for. Let the Building Department know if the structure is one level or two storeys, and what you will be using the structure for.

A change in occupancy may involve:

- Floors having fire separation
- Exits on each floor
- Fire Fighter Access
- Spatial separation from lot lines/buildings
- Structural loading considerations
- Snow load requirements

Telecommunications Towers

Telecommunications towers (antenna systems) provide radiocommunications and wireless services used by the public, businesses and emergency services. The FVRD receives an average 1-2 referrals for new telecommunications towers per year. Public response to applications is generally very low.

Local Government Role

Local governments have a limited role in the approval of new towers. We can make suggestions to guide how a proponent engages with the community and provide recommendations to the approving authority. These suggestions can be ad-hoc (the current situation) or could be addressed through a policy. Although local governments can influence some elements in the placements of new towers, the final decision and requirements are set out by the federal government ([ISED](#)).

Telecommunications tower policies from other regional districts in BC tend to include location preferences, public mailout specifications, public consultation guidance and design guidelines.

Areas that **can** be influenced by a local government policy include:

- Public consultation requirements
- Siting and distances from land uses
- Co-location of facilities (e.g. multiple companies using the same tower)

Areas that are considered by ISED out of scope of a telecommunications tower policy include:

- Health and safety regulations
- The validity of federal government research and standards for telecommunication towers

Default Process

A default process is established in the Radiocommunication and Broadcasting Antenna Systems [Client Procedures Circular \(CPC-2-0-03\)](#). Proponents of new towers must follow this process if a local government does not have one of its own. The default public consultation requirement is notification radius of 3 times the tower and advertising in a local paper.

1. Share	Is a new tower necessary? Rules require companies to share towers, whenever possible, instead of building new ones.
2. Propose	Companies must submit a plan to the local municipality.
3. Notify	Once a company has a plan, it must notify local residents of the upcoming consultation following ISED's or the municipality's consultation process.
4. Consult	The company must consider the community's views. * Impasses are rare. <0.1% of cases require Innovation, Science and Economic Development Canada's decision.
5. Build	Following the consultation, and once the company and local municipality agree, the tower must be built within three years.

FVRD Process

Staff bring new tower proposals to the FVRD Board for consideration and review of comments that will form the Letter of Concurrence.

One comment we typically include is that “the scope of public consultation is satisfactory to the Fraser Valley Regional District.” It is usually sufficient for the proponent to use the default ISED requirements. We may provide them the addresses but typically the proponent does the mail out.



QUESTIONS?

Contact the FVRD
Planning & Development Department
604-702-5000 (Local)
1-800-528-0061 (Toll Free)
planning@fvrd.ca

www.fvrd.ca

The trees in your neighbourhood provide many benefits and must be protected and preserved.

Many of the trees in your neighbourhood were removed to accommodate the development of your new property. Considerable efforts were made to retain the trees that are standing today. You and the FVRD have a role to play to ensure that the trees in your neighbourhood and the trees on your property are protected and preserved. A covenant is registered on the title of your property detailing tree protection requirements.

NEIGHBOURHOOD TREES



WHAT IS MY ROLE?

Before you apply for a building permit, you must follow these steps:

1

PREPARE SITE PLAN

Before you or your contractors begin work on your property (brush clearing, site grading, excavation, etc...) you must prepare a site plan of your property and provide it to the FVRD. Your site plan must show all of the existing trees on your property, and the proposed location of your new house.

2

INSTALL PROTECTIVE FENCING

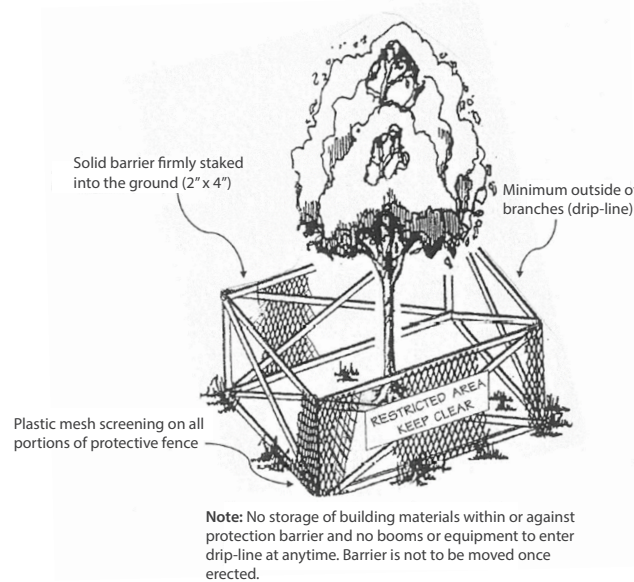
All existing trees on your property are required to have a protective fence installed around them before you begin construction. When you submit your site plan, you must also submit photos that show all of the existing trees on your property with a protective fence installed around them. The diagram on the right shows you how to install the required protective fencing.

3

PAY SECURITY DEPOSIT

You are required to plant two new trees on your property. A security deposit is required when you apply for a building permit. The amount is \$600 (\$300 per tree). The FVRD will provide you with an approved tree species list for you to choose your trees from.

HOW DO I INSTALL PROTECTIVE FENCING?



Example of protective tree fencing

AFTER CONSTRUCTION

When construction of your new home is complete, at final inspection, the FVRD will confirm that the trees on your property were retained properly, and that the two new trees were planted.

One year after final inspection, you may request that the security deposit for the new trees you planted be returned. At this time the FVRD will conduct a site inspection to ensure the trees are in good health.

WHAT IF TREE RETENTION IS NOT AN OPTION?

The trees on your property may only be removed with prior written permission from the FVRD.

Tree removal will only be considered if there is an unavoidable conflict between the trees on your property and your new house. If it can be demonstrated that all other options, such as repositioning building footprints, have been reviewed and the conflict is unavoidable, then tree removal will be considered.

Before any trees are approved for removal the FVRD will conduct a site inspection to review your tree removal proposal. The FVRD has an approved replacement plan detailing tree removal and replacement requirements as well as security deposits. The FVRD will review these requirements with you if you propose any tree removal. Each tree removal proposal will be considered on its own merit.

WHAT IS THE FVRD'S ROLE?

The FVRD will ensure that trees are protected during construction and that all required tree plantings are done correctly.

The FVRD will be planting new street trees in your neighbourhood. Street trees will be planted after homes are built and driveways are installed. Street trees will not be planted on private property and will belong to the neighbourhood. Street trees will be maintained by the FVRD. Residents are not permitted to prune or remove street trees.

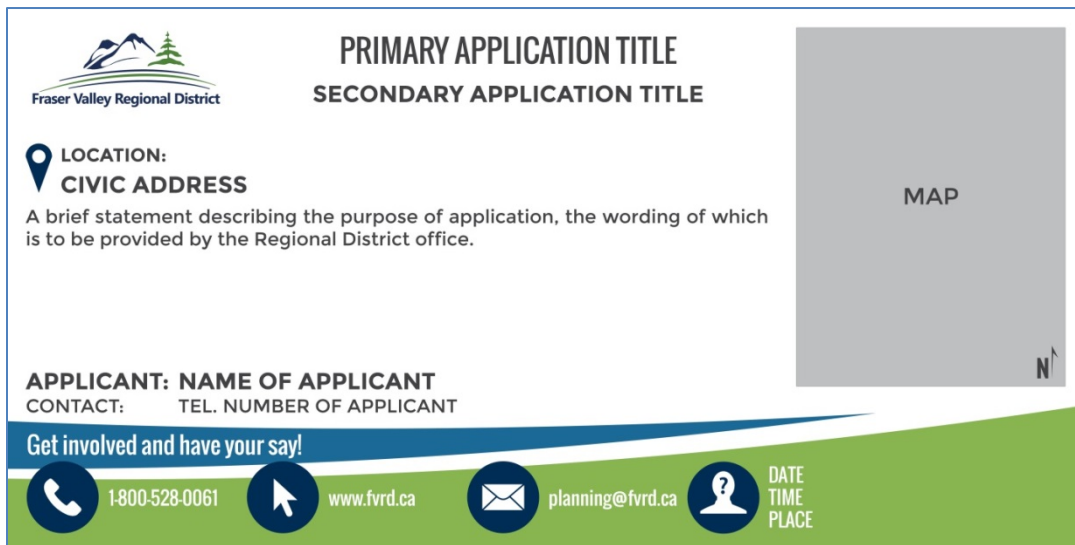
Building permit applications will only be accepted if all of the steps above are met.

FVRD Notification Signs

Applications to amend an Official Community Plan or to rezone a property will require a notification sign. The Fraser Valley Regional District (FVRD) will assist applicants in creating a sign that meets FVRD notification and design requirements. Detailed information on sign requirements can be found in the [Fraser Valley Regional District Development Procedures Bylaw No. 1377, 2016](#).

1. Design Specifications

- a) Notification signs shall be laid out substantially in accordance with the image and specifications below:



Fraser Valley Regional District

PRIMARY APPLICATION TITLE
SECONDARY APPLICATION TITLE

MAP

LOCATION:
CIVIC ADDRESS
A brief statement describing the purpose of application, the wording of which is to be provided by the Regional District office.

APPLICANT: NAME OF APPLICANT
CONTACT: TEL. NUMBER OF APPLICANT

Get involved and have your say!

1-800-528-0061 www.fvrd.ca planning@fvrd.ca DATE TIME PLACE

- b) All sign installation, fabrication, lettering, and painting is to be to a professional standard
- c) The sign is to be on a minimum of ½ inch plywood, painted with white enamel or equivalent, and is to be approximately 4 feet by 8 feet

2.0 Installation Specifications

- a) The sign is to be placed on the land that is subject to the application and must be clearly visible from the fronting public road
- b) The sign shall be placed at the centre of the property frontage and 1 – 3 metres inside the property line or in a prominent location acceptable to the Director of Planning
- c) The sign is to be installed a minimum of 1.2 metres (4 feet) above ground level
- d) The Director of Planning may request the installation of more than 1 sign

3.0 Process

- a) The applicant will select a sign installer / sign printer and inform FVRD of their choice
- b) FVRD will create the sign and provide the proof to the sign company
- c) The applicant will pay for the sign and arrange for installation
- d) After installation the applicant will provide the FVRD with photos of the installed sign
- e) Signs must be removed from the land 48 hours after the conclusion of the public hearing

SHORT-TERM VACATION RENTALS & RV USE

In recent years, the FVRD has received an increased number of complaints related to unauthorized short-term vacation rentals and the use of RVs in residential neighbourhoods. Please review the following information about not permitted uses in Lake Errock as per Zoning Bylaw No. 1638, 2021.

Not Permitted



Short-term Vacation Rentals

Short-term vacation rentals are temporary accommodation of guests in a residential home and are **NOT** permitted in your residential neighbourhood.



Recreational Vehicle Use

Recreational Vehicles (RVs) are for recreational camping or travel and are **NOT** permitted to be used as accommodation in your residential neighbourhood.

How do short-term accommodations affect my community?

Short-term rentals can have significant negative effects on your neighbours and the community such as:

- » Adding pressure to local infrastructure, such as roads, water, and septic
- » Altering residential character of the neighbourhood
- » Nuisance concerns, such as noise disturbance, trash, and parking
- » Increasing bylaw enforcement calls

Get in touch with us

✉ planning@fvrd.ca

☎ 604-702-5000 or 1-800-528-0061

fvrd.ca/planning

Be A Good Neighbour

SHORT-TERM VACATION RENTALS & RV ACCOMMODATION IN LINDELL BEACH

In recent years, the Regional District has received an increasing number of complaints associated with short-term vacation rentals and the use of RVs in Electoral Area H (Cultus Lake/Columbia Valley/Lindell Beach).

Short-term vacation rentals and the use of RVs are not permitted in your area.



Short-term Vacation Rentals

Short-term vacation rentals are short-term accommodation of guests in a residential home and are not permitted in your residential neighbourhood.



Recreational Vehicle Use

Recreational Vehicles (RVs) are for recreation camping or travel and are not permitted to be used as accommodation in your residential neighbourhood.

How do short-term accommodations affect my community?

While it may seem like a good idea to rent out your home or RV for the summer, short-term rentals can have significant negative effects on your neighbours and the community:

- » Adding pressure to local infrastructure, such as roads, water, and septic
- » Altering residential character of the neighbourhood
- » Nuisance concerns, such as noise disturbance, trash, and parking
- » Increasing bylaw enforcement calls

Get in touch with us

✉ planning@fvrd.ca

☎ 604-702-5000 or 1-800-528-0061

fvrd.ca/planning



Fraser Valley Regional District

Requirements for Letters of Credit

The FVRD will accept original Letters of Credit containing the following information:

1. Issued in favour of: Fraser Valley Regional District.
2. Identifies the Person or Organization for which it is arranged (the “applicant”).
3. Includes a Reference Number or Description of the Work to identify the project.
4. The Letter of Credit is to be drawn on a Canadian Chartered Bank or Credit Union.
5. The amount of the Letter of Credit will be stated in Canadian Funds.
6. The Letter of Credit is to be effective at a specified date, and for a minimum period of 12 months.
7. The Letter of Credit must be **auto-renewable** and **irrevocable**.
8. Drawings are to be made in writing. The Letter of Credit must specify that drawings can only be made by the FVRD.
9. The bank will not inquire as to whether or not the FVRD has a right to draw under the Letter of Credit.
10. Partial draws on the Letter of Credit are permitted. The amount of the Letter of Credit may be reduced from time to time only by the amount drawn upon it by the FVRD in writing, signed by an authorized signatory of the FVRD.