



THE CORPORATION OF THE CITY OF VERNON
 3400 – 30th Street, Vernon, B.C. V1T 5E6
 Telephone: (250) 545-1361 FAX: (250) 545-4048
 website: www.vernon.ca


Corporate Policy Manual

Section:		
Sub-Section:		
Title:	Sewer Services Beyond City Boundaries	

RELATED POLICIES

Number	Title

APPROVALS

POLICY APPROVAL:	AMENDMENT APPROVAL:	SECTION AMENDED
Approved by: 	Amendment Approved by:	
Mayor: Date: August 11, 2014	Mayor: Date:	

POLICY

This policy is required to establish criteria for review of applications for the provision of sewer services to lands beyond current City limits and to ensure that, where supported, the sewer service is at no added cost to City rate payers and that the sewer works beyond City limits meet current standards in order that upgrades will not be required once the area is annexed into the City.

DEFINITIONS

PROCEDURES

Sewer services may be extended beyond City of Vernon boundaries provided all the following conditions are met:

1. Provision of service from the City's sanitary sewer system is contingent on the applicant complying with Section 13 of the Community Charter. The City is to obtain written consent from the Board of the Regional District of North Okanagan, for connection to the City's sanitary sewer system.
2. Properties proposed to be provided with City sanitary sewer services are also to be adjacent to existing City sanitary sewer mains and a City road. Sanitary main extensions to provide service in other locations will only be considered for acceptance as part of major annexations or a large area failure of onsite disposal systems.
3. The property owners must apply to the City and receive written approval for connection to the City sewer system. Support for approval is subject to provision of the following items:
 - a) The applicant is required to contact City staff to confirm adequate capacity exists in the City sewer mains and downstream mains to provide for the requested service or provide verification of this upon request by the City.
 - b) The owners of benefiting properties must pay the capital costs incurred in extending the sewer service. Service directly off an existing sewer main will be installed by City crews for a fee based on the estimated cost of works required for the service installation.
 - c) Property owners requesting the sewer service must make application for extension of the City boundary to include their property into the City and consent to registering a Section 219 Covenant against their property agreeing to their lands being

included within the City's boundaries for the purposes of connecting to City services, as outlined in Schedule A, attached.

4. All lands outside the City which make use of a City sewer service will become customers of the City Sewer Utility and be required to pay the appropriate utility rate for the service provided.
5. Upon connection to the City sewer mains, the works within the City of Vernon's rights-of-way will become the property of the City of Vernon.
6. All new subdivisions which utilize the service must conform to the regulations contained in the City's Subdivision and Development Servicing Bylaw, as revised from time to time.
7. All new subdivisions and developments of lands connected to the City sanitary and or storm sewer system(s) are required to pay the relevant utility Development Cost Charges to the City as a condition of utilizing and/or maintaining connection. This includes lots that are requesting new connection and those that are already connected.
8. The enactment of this policy, and provision of City sewer service to property owners, does not extend development rights to a property owner.
9. If the property is in the Agricultural Land Reserve (ALR), the development to be serviced must be existing. Any new development proposed of lands in the ALR utilizing City sewer must be approved by the Agricultural Land Commission.

SCHEDULE "A"

THIS COVENANT granted the ____ day of _____, 20

BETWEEN:

(the "Covenantor")

AND:

CITY OF VERNON
City Hall
3400 – 30th Street
Vernon, B.C.
V1T 5E6

(the "City")

WHEREAS the Covenantor is the owner in fee simple of that certain parcel or tract of land and premises, situate lying and being in the Province of British Columbia, and more particularly known and described as:

P.I.D. No.:

(the "Lands")

AND WHEREAS Section 219 of the *Land Title Act* R.S.B.C. 1996, c.250 provides that the Covenantor may grant a covenant to the City of a negative or positive nature respecting the use of the Lands;

AND WHEREAS the Covenantor desires to grant this Covenant to prohibit the use of the Lands;

NOW THEREFORE in consideration of the premises contained herein and the sum of One Dollar (\$1.00), now paid by the City to the Covenantor, the receipt and sufficiency whereof is hereby acknowledged, the Covenantor covenants as follows:

1. The Covenantor covenants and agrees with the City that it shall not use or permit the use of the Lands except in accordance with the terms and conditions of this Covenant.
2. Without limiting the generality of Section 1, the Covenantor covenants and agrees that it shall not use, construct, erect or place any building or structure on the Lands or permit same unless and until the Lands are connected to and serviced by the City's municipal sewer disposal system and; the Covenantor agrees to use the Lands in compliance with the City's bylaws that apply to sanitary sewers as if the Lands were in the City boundaries.
3. The Covenantor covenants, acknowledges and agrees that connection to the City's sewer system is subject to the condition that the Covenantor must first request and consent to extension of City boundaries to include the Lands in the City, If it does not request the boundary extension and consent, or withdraws its request for and consent to the Lands being included within the City boundaries, the City shall be entitled, upon reasonable notice, to require that the Covenantor at its sole cost, remove, plug or disconnect any connection to the City's sewer system.
4. This restrictive covenant is granted voluntarily by the Covenantor to the City pursuant to Section 219 of the *Land Title Act* of the Province of British Columbia and shall run with the Lands.
5. The Covenantor hereby releases, indemnifies and saves the City harmless from and against all actions, causes of action. losses, damages, costs,

claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence of this Covenant.

6. Nothing in this Covenant affects the City's rights and powers in the exercise of its statutory functions under its statutes, bylaws, resolutions, orders and regulations, all of which may be fully exercised in relation to the Lands as if this Covenant had not been granted.

7. The Covenantor shall, forthwith after execution hereof by it, do or cause to be done at its sole cost all acts or things reasonably necessary to give proper effect to the intentions of this Covenant and to ensure that this may be registered against the title to the Lands in the Land Title Office.

8. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require; this Covenant runs with the Lands; every reference to each party hereto shall be deemed to include the officers, employees, elected officials, agents, servants, successors and assigns of that party; this Covenant and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be, notwithstanding any rule of law or equity to the contrary; and if any section, subsection, clause or phrase of this Covenant is for any reason held to be invalid by the decision of a Court of competent jurisdiction the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.