

## Development Policy

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Adopted date: Oct 26, 2022	Amended date: Sep 2, 2023	Next Review: 2024
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### OBJECTIVE

To establish the Van Anda Improvement District (VAID) policy and procedures for developers who wish to explore the possibility of obtaining water services from VAID.

### DEFINITIONS

- “Developer” – the owner or their authorized representative of the land undergoing development  
“Development” - the construction or modification of improvements to real property that creates additional residential dwelling units within the District or that results in non-residential uses that may create a need for new, expanded, or improved water treatment and distribution facilities  
“District” – Van Anda Improvement District  
“Trustee” – Member of the Board voted in at an AGM

### POLICY

The Van Anda Improvement District recognizes that developers may be considering connection to the VAID water system to support their potential development(s). The following is to identify the necessary steps in determining viability.

#### Principles for Project Development

1. Section 707 of the Local Government Act (LGA) states there is no obligation on an improvement district to convey, supply or furnish any service to any person, land, or premises. Section 707 also states that a person to whom an improvement district refuses to provide a service, may appeal to the inspector, who may make any order in the matter that the inspector considers just and reasonable. With this in mind, the ability to provide the service without jeopardizing an existing service is the trustees’ major consideration when determining whether to provide the additional service.
2. The board of trustees should consider the impacts of providing the requested service, such as available resources, the effect on existing services and the feasibility of maintaining the proposed service. The board also needs to address the ongoing operational costs of the additional infrastructure that the improvement district will assume ownership of once the development is completed.
3. All charges incurred by VAID associated with the development will be charged back to the developer.
4. During the initial discussion stage, the developer will agree to fund appropriate fire protection and an engineering study to determine infrastructure needs with cost estimates. It is from this point that the principles of the MOU between both parties would be crafted.

## POLICY

5. VAID's personnel or contractors shall carry out any connection to the existing system at the developer's expense.
6. The District will maintain an "arms length" contact with the developer relying on a pre-assigned Project Manager to act as liaison with the District Engineer. The District will coordinate management and inspection of installation of the systems.
7. The developer will be financially responsible for all District Engineer vetting of design and project management.
8. The developer's engineer and the Project Manager will ensure through regular inspection and communication, complete contractor compliance with Master Municipal Construction Documents engineering specifications and standard drawings.
9. Where the proposed development lies outside the existing District boundaries requiring applications to the Ministry for a boundary extension, the District will consider whether there is significant benefit to the community before entering the MOU phase.

### PROCEDURE

1. The developers will make written application to the District by completing the necessary application forms and pay the application fee. The application form is Schedule A of the Subdivision Water Regulation Bylaw, and the application fee is stated in the bylaw.
2. A meeting will be held between the Board of Trustees and the principal developers to review the following:
  - a. Scope of development
  - b. Development position relative to VAID boundaries
  - c. Discuss and outline the process to proceed forward (principles, roles, and responsibilities)
3. If the Trustees deem it to be necessary, an engineer contracted by VAID will review the information provided in items 1 and 2 and will provide infrastructure requirements for the development. Engineer contracting costs will be paid by the developer.
4. The developer is required to commit to an engineering study to identify infrastructure requirements for water delivery and fire protection needs. The study will provide cost estimates for all phases. In addition, the developer will be responsible for identifying all consultants involved with the project.
5. If the study estimates are determined to be within the expectation of the development concept and are acceptable to VAID, a Memorandum of Understanding (MOU) between the District and the developer will be drafted by the lawyer of VAID's choice.
6. An advertised public meeting will be held to review the MOU content and outline roles and responsibilities of all principals. This would include but not be limited to
  - a. Developer(s), their engineer, and lead contractor
  - b. VAID Project Manager, Engineer, Inspector, Board of Trustees and Administrator
7. Before any further work is conducted, all fees and charges agreed on by the parties need to be paid in full, or alternative arrangements made and approved by resolution of the Trustees.

## ROLES AND RESPONSIBILITIES

### **Project Manager**

This role will be one selected by the District. The person in this position will report to the Trustees and will be responsible for ensuring that all off site and on-site infrastructure is in compliance with VAID specifications. This person also maintains regular contact with the developer's engineer and the VAID Engineer to coordinate inspection and progress. Regular reports to Trustees must be provided at the frequency requested by the Trustees.

### **VAID Engineer**

This role will be identified by the District for each project and will work under the direction of the Project Manager. The Engineer will be contracted by VAID and reimbursed by the developer. The District's engineer cannot be retained by the developer for the same project unless this requirement is negated with a motion from a Trustee and approved by the board.

### **VAID Inspector**

This role will be identified by the District for each project and will work under the direction of the Project Manager. The Inspector may be a water operator or Trustee or other suitable individual. They will perform regular inspections of both property off site and on site works to ensure complete compliance with VAID's specifications.

### **Improvement District Officer**

Where funding is received in accordance with an MOU agreement, the Administrator will set up accounts, retain financial records and disburse project funding as advised by the VAID Engineer and the Project Manager and advise the Trustees of funding disbursements.

## RELATED DOCUMENTS

- Subdivision Water Regulation Bylaw (also covers amalgamation and other land development)
- Water Distribution Regulation Bylaw
- Conflict of Interest Policy
- Local Government Act

## FORMS

- Memorandum of Understanding (MOU) Agreement
- Application for Review of Proposed Land Development (Schedule A of Subdivision Water Regulation Bylaw)