

STATUTORY NOTICE OF NON-COMPLIANCE & DELEGATION REQUEST to the City Of Delta

Community Charter s.113.1 – Mandatory Code of Conduct Bylaw

Subdivision File: LU009583

Submitted: November 15, 2025

Submitted by:

Sarbjot Singh Locham

11138 80A Avenue

Delta, BC V4C 1Y5

Phone: 604-817-4754

Email: sarvjot@lochambuilders.com / sarbjotlocham@gmail.com

To:

City of Delta – Mayor & Council

City Clerk (Corporate Services)

City Manager

General Manager of Planning – Doreann Mayhew

CC.

Delta Optimist

North Delta Reporter

All Members Of Council

BC. Ombudsman Office

1. PURPOSE OF THIS NOTICE

This Statutory Notice serves as:

1. **A formal delegation request** under Community Charter s.124; and
2. **A statutory notice of Delta's non-compliance** with mandatory provincial law, including:
 - Community Charter **s.113.1** (mandatory Code of Conduct Bylaw),
 - Community Charter **s.97** (public record obligations),

- Council Procedure Bylaw **8330**, and
- Related duties of procedural fairness.

This correspondence must be placed on the public record under Community Charter s.97.

2. BACKGROUND – MANDATORY LAW NOT FOLLOWED

Delta has **not adopted a Code of Conduct Bylaw**, despite it being mandatory under Community Charter s.113.1. This requirement is **not optional**.

3. MANDATORY REQUIREMENTS UNDER COMMUNITY CHARTER s.113.1 (1–4)

1) s.113.1(1) — Mandatory Consideration

Council must **formally consider** adopting a Code of Conduct Bylaw. This duty cannot be avoided, deferred indefinitely, or ignored.

2) s.113.1(2) — Mandatory Review Every 4 Years

Within six months of each new Council term, the matter must be placed on a **public meeting agenda** and reviewed.

3) s.113.1(3) — Mandatory Written Reasons if Declined

If the Council declines, it must issue **written public reasons**. Silent refusal is **prohibited**.

4) s.113.1(4) — Mandatory Compliance if Adopted

A Code of Conduct Bylaw must contain enforceable procedures for handling complaints, conducting investigations, and administering discipline.

Delta has not complied with **any** of these statutory obligations.

4. CURRENT GOVERNANCE GAP – NO ACCOUNTABILITY STRUCTURE

Delta relies on a non-enforceable "**Code of Ethics Policy**" that contains:

- No integrity commissioner,
- No complaint process,
- No investigation procedure,
- No enforcement,
- No penalties,
- No transparency.

This governance vacuum directly enabled the procedural failures documented below.

5. CONSEQUENCES OF DELTA'S NON-COMPLIANCE

5.1 Suppression of Delegation Rights (Four Delegations Ignored)

The following delegation requests were submitted on matters directly tied to s.113.1:

- September 11, 2025
- October 12, 2025
- November 7, 2025
- November 12, 2025

None were acknowledged, scheduled, or refused with reasons, contrary to:

- Community Charter **s.124**, and
- Council Procedure Bylaw **8330 s.20.1**.

This constitutes a **denial of statutory participation rights**.

5.2 3.5 Months of Administrative Silence (August–November 2025)

After the August 1, 2025, cease-and-desist letter from external legal counsel, **all City staff (Planning, Clerk, CAO, and Mayor’s Office)** ceased communication.

Only lawyers responded. This constitutes administrative obstruction and denial of procedural fairness.

5.3 Formal Complaint to the Mayor Ignored (July 21, 2025)

I filed a documented complaint regarding:

- Procedural unfairness,
- Unlawful covenant actions,
- Misuse of legal counsel,
- Denial of delegation rights,
- Failure to follow s.113.1.

Mayor Harvie replied that he “discussed” the matter internally, yet:

- No investigation occurred,
- No findings were issued.
- No written response followed.
- No corrective action occurred.

Shortly thereafter, the City escalated to the August 1 C&D letter instead of addressing the complaint.

5.4 Unlawful Covenant Introduced After Subdivision Approval

A **Section 219 Covenant** was proposed by **General Manager of Planning – Doreann Mayhew** on **June 23, 2025**, and circulated **nine months after subdivision approval**, without:

- Council authorization,
- Any statutory basis,
- Any reference in the TLA,
- My consent.

I paid **\$800 in April 2024** for a **Servicing Agreement**, which was **never issued**, despite Bylaw 8385 requiring one under TLA.

The City then attempted to substitute a covenant **after 9 months of approval**, which is illegal under the Local Government Act.

TLA Evidence

The **Tentative Letter of Approval** contains *no covenant requirement* and identifies a Servicing Agreement as the controlling servicing instrument.

Legal Consequence

Because **no Servicing Agreement** was ever issued, executed, or delivered:

- **None** of the servicing obligations referenced in the TLA (including underground servicing) can be enforced,
- The City cannot impose *new* instruments after approval has been granted.
- The covenant attempt is **ultra vires** and unlawful.

5.5 Illegal Post-Registration Service-Connection Charges

Emails dated October 2024 from Planner **Emily Paterson** show the City attempting to impose **new service-connection fees** *after* subdivision approval and registry.

These fees were:

- Not disclosed during processing,
- Not included in the TLA,
- Not documented in any Servicing Agreement,
- Not authorized by Council.

Under the Local Government Act:

The City cannot impose new conditions or fees after subdivision approval or after registration.

This is an unlawful post-approval condition.

Under the LGA, this is prohibited.

5.6 Council Accountability Failure – Non-Responsiveness of Four Councillors

My correspondence dated October 10, 2024, and November 1, 5, and 7, 2025, was addressed to all members of the Council.

Councillors Dylan Kruger, Rod Binder, Daniel Boisvert, and Jennifer Johal have remained completely non-responsive for over a year.

This selective silence constitutes:

- Institutional bias,
- Unequal treatment of residents,
- Failure to uphold Community Charter ss.82–84 and 97,
- Lack of elected oversight over staff,
- Enabling procedural unfairness in LU009583.

5.7 Clerk's Office Non-Responsiveness – Administrative Misconduct Following Misrepresented C&D Letter

Since the beginning of my attempts to communicate, the City Clerk has remained entirely silent and unresponsive, even on statutory matters relating to:

- Delegation rights under Community Charter s.124
- Public record obligations under s.97
- Correspondence acknowledgement under ss.82–84
- Procedural fairness requirements

This prolonged silence appears directly linked to the **misrepresentation and misuse** of the August 1, 2025, C&D letter, which was issued by external legal counsel but was subsequently treated by senior management as a **blanket communication ban** — even though:

The C&D letter did **not** prohibit communication on statutory rights

- The C&D letter did **not** override the Community Charter
- Legal counsel cannot suspend the Clerk's statutory responsibilities
- The restriction was **incorrectly interpreted or applied** internally

The C&D letter appears to have been misapplied internally to justify non-responsiveness, contrary to the Clerk's statutory duties and the City's obligations under the Community Charter.

This misapplication of the C&D letter has caused:

- Financial harm, due to delays, misinformation, and unfair treatment
- Mental stress and hardship, arising from the City's refusal to communicate
- Physical impacts connected to prolonged stress and uncertainty experienced by the property owner
- Direct procedural damage to LU009583, including obstruction of required servicing documentation

The Clerk's role is independent and statutory. Administrative silence of this magnitude constitutes a **serious breach of procedural fairness**, an **abuse of administrative power**, and a **failure of duty** under the Community Charter.

6. WHY A CODE OF CONDUCT BYLAW IS NECESSARY

Adopting a Code of Conduct Bylaw will:

- Bring Delta into compliance with s.113.1,
- Establish transparent complaint and investigation mechanisms,
- Prevent suppression of delegation rights,
- Ensure written reasons for decisions,
- Restore public trust,
- Protect residents from future procedural unfairness.

7. FORMAL REQUESTS TO COUNCIL

Under Community Charter s.113.1, I request that Council:

1. **Place adoption of a Code of Conduct Bylaw** on the next Regular Council agenda (s.113.1(1)).
2. **Conduct the mandatory 4-year review** (s.113.1(2)).
3. If declining, **issue written public reasons** as required by s.113.1(3).

These obligations are **mandatory**, not discretionary.

I am submitting this Notice not only because these events have caused significant harm to me as a property owner, but because no future resident should be subjected to the same procedural unfairness, administrative silence, or misuse of authority.

Submitted respectfully,

Sarbjot Locham

Sarbjot Singh Locham

Delta Property Owner

Subdivision File LU009583

Email: sarvjot@lochambuilders.com / sarbjotlocham@gmail.com

Phone: 604-817-4754

APPENDICES

- A. Tentative Letter of Approval (TLA) – LU009583
- B. August 1, 2025 Cease & Desist Letter
- C. Delegation Requests (Sept 11, Oct 12, Nov 7, Nov 12, 2025)
- D. July 21, 2025, Complaint to Mayor
- E. October 2024 Emails & July 7, July 16, 2025 Emails – Emily Paterson
- F. June 3 & July 23, 2025 Emails – Doreann Mayhew
- G. July 15, 2025 Draft 219 Covenant & Bylaw 8385 Excerpts
- H. November 5, 2025 Counsel Clarification Letter
- I. July 10, 2025 Email – Marcy Sangret
- J. Certified Copy of Bylaw 8385 – Full Proof of Mandatory Servicing Agreement**



Development

File: LU009583

April 10, 2024

Joe Muego
Hearth Architectural Inc.
#1800 – 450 SW Marine Drive
Vancouver, BC V5X 0C3

Email: joe@hearthworks.ca

Dear Applicant:

**Re: Proposed Official Community Plan Amendment, Rezoning and Subdivision at
11118, 11128 and 11138 80A Avenue, Delta, BC**

On April 8, 2024, Delta Council gave Third Reading to Bylaws No. 8384 and 8385. Bylaw No. 8384 would change the land use designation from Single Family Residential (SFR) to Residential Ground-Oriented (North Delta) (RG(ND)) and Bylaw No 8385 would rezone the subject properties from Single Detached Residential 2 (RS2) to Comprehensive Development Zone No. 40 (CDZ40) to permit subdivision of the subject properties into five single detached residential lots with coach houses. Please note that if the bylaws are not adopted by Council within one year of Third Reading, then they will be referred back to Council for reconsideration. An extension of Third Reading and subsequent approvals are subject to City of Delta approval, and Council policies, Delta's bylaws and Provincial regulations of the day will apply. The public notice sign may now be removed.

The following sections of this letter set out the requirements to complete the rezoning and subdivision of these properties.

Section A – Mandatory Requirements Prior to Bylaws Adoption

Before final consideration and adoption of Bylaws No. 8384 and 8385, the following are required:

1. Financial and Legal Document Information:

1.1. Provision of a legal fee deposit in the amount of \$815.56 toward preparation of the following legal documents:

- Section 219 Covenant – Development Agreement
- Title Search

Please note that the documentation process will not begin until the fee is paid. In some cases, more complex documents may incur higher legal fees. In this event, you will be notified of the estimated cost and asked to make a further deposit to cover them before final consideration and adoption.



City of Delta
4500 Clarence Taylor Crescent
Delta, BC V4K 3E2
604.946.3380
development@delta.ca

The City requires priority agreements for covenants which means that a bank or lender will also need to sign the documents if there is a financial institution on title. To avoid delays once the documents are prepared, please discuss the priority agreement requirement with your financial institution as soon as possible.

- 1.1.1. Provision of the name, address and telephone number of the lawyer or notary who will be acting on behalf of the owners.

Please note that for applications involving subdivision, it is the owners' responsibility to register all the required documents at the Land Title Office, and the owners' lawyer or notary will be required to provide a letter of undertaking regarding registration of the documents prior to filing of the subdivision plan. Instructions will be provided by the Delta Solicitor to the owners' lawyer or notary in due course.

- 1.2. Payment of all current and outstanding property taxes, utilities bills, municipal tickets and penalties.

- 1.3. Payment of all engineering fees and security deposits, including the following:

- Legal fees for preparation and registration of a development agreement, and Section 219 pumping covenant (if required)
- Engineering administration fees;
- Security by cash and/or letter of credit for engineering works and services; and
- "Works by Delta" fees and deposits.

The required amounts of these fees and security deposits will be identified by the Development Department when a final engineering submission that meets all Delta bylaws has been received by the City.

Letters of credit (with one year expiry and automatic renewal) will be accepted by Delta only when drawn on one of the following financial institutions: Bank of Montreal, Canadian Western Bank, CIBC, Coast Capital, Envision Financial, First West Credit Union, HSBC Bank Canada, National Bank of Canada, Royal Bank, Scotiabank, TD Bank or Vancity Credit Union.

Cheques in excess of \$5,000 must be made by bank draft, payable to "City of Delta".

In order to complete the required documentation for this development application, all fees, letters of credit, and executed documents should be deposited with the Development Department.

Please note that once the documentation process has started, any changes to title of the property, including a change of mortgage holder, will result in a delay in the preparation of the legal documents and an additional legal fee of \$150 will be charged for each document that needs to be amended. More extensive amendments to documents under preparation may result in larger fees.

2. Engineering:

- 2.1. Submission of engineering design drawings prepared by a qualified professional engineer, and reviewed and signed by the General Manager of Engineering. These drawings must include provision for on-site and off-site development servicing requirements, as listed in the enclosed memorandum from Ricky Khosla, Development Technologist, dated April 9, 2024 (Attachment A). In addition, the qualified professional engineer must provide comments on the potential to divert driveway and roof water runoff onto the yards to support groundwater recharge.
- 2.2. Submission of a construction cost estimate for the required on-site and off-site works and services, as certified by a registered professional engineer.
- 2.3. Completion of all on-site and off-site development servicing requirements or provision of engineering servicing agreements and securities to Delta, as listed in the enclosed memorandum from Ricky Khosla, Development Technologist, dated April 9, 2024 (Attachment A).
- 2.4. Payment of \$172,605 cash in lieu of for design and construction works and services including road improvements, sidewalk, hydrant upgrade and installation, and streetlights calculated in accordance with the Consolidated Fees Bylaw No. 7273, as listed in the enclosed memorandum from Ricky Khosla, Development Technologist, dated April 9, 2024 (Attachment A).
- 2.5. Completion of all third party utility requirements (electrical, telecom, cable, gas, etc)

3. Other Requirements:

- 3.1. Resolution of any issues identified in the Staff Report dated March 12, 2024, and Council Meeting Minutes Following Public Hearing on April 8, 2024 (both available at delta.civicweb.net/filepro/documents/).
- 3.2. Submission of a subdivision survey plan prepared in accordance with Section B of this letter. See Section 2.5 in Section B regarding timing for preparation and submission of the subdivision plan.
- 3.3. Execution by all parties (except for the City of Delta) of all legal documents, including Section 219 covenants, permits, Application to Deposit Plan, and any servicing or development agreements and right-of-way documents. All signatures on these documents must be executed with the names clearly printed or stamped below the signatures.
- 3.4. No demolition is permitted prior to final consideration and adoption of bylaws unless protective barriers as per the "Delta Tree Protection and Regulation Bylaw No. 7969, 2021" have been installed around all existing trees. No other site preparation such as tree removal, soil deposit, preload or other such works is permitted prior to final consideration and adoption of bylaws.

Once these matters have been satisfactorily completed, staff will prepare a report for Council's final consideration and adoption of Bylaws No. 8384 and 8385.

Section B – Mandatory Requirements Prior to Subdivision Approval

Subject to final consideration and adoption of Bylaws No. 8384 and 8385 and the following conditions and requirements, the Approving Officer provides preliminary review comments for the proposed subdivision as shown on the attached sketch (Attachment B).

While I have sought to list all outstanding items, including the additional material which must be provided and the deficiencies which must be corrected before approval of the subdivision plan will be considered, this letter does not constitute an approval, and any matters which I have overlooked or matters which arise after the date of this letter may result in the proposed subdivision being refused.

1. Financial:

- 1.1 Payment of subdivision application fee in the amount of \$1,825, for 4 new parcels as part of Phase 1 subdivision. A separate subdivision application and fees will be due at the time of application for Phase 2.
- 1.2 Payment of Comprehensive Development Zone charge of \$525.
- 1.3 Payment of \$6,760 for 13 street trees (based on \$520 per tree per 9 m of street frontage).
- 1.4 Payment of Delta Development Cost Charges (DCCs) in the total amount of \$30,179. The rate is \$11,942 for the each additional new single detached dwelling unit and \$6,079 for each new coach house unit. Additional DCCs will be due at phase 2 subdivision. Note that Delta's DCC rates were recently increased. Should the subdivision occur on or after January 22, 2025, the new rates will apply. For more information, please visit [Delta Development Cost Charges Bylaw | City of Delta](#).
- 1.5 Payment of Greater Vancouver Sewerage & Drainage District DCCs in the total amount of \$6,254 for each additional new single detached dwelling unit. These charges may change if DCC rates are amended after the issuance of this letter. For more information, please visit [Liquid Waste Development Cost Charges | Metro Vancouver](#).
- 1.6 On April 28, 2023, the Greater Vancouver Water District (GVWD) adopted a bylaw to establish a new development cost charge (DCC) for regional water infrastructure. Payment of this DCC in the amount of \$6,692 for the each additional new single detached dwelling unit is due at subdivision approval should this occur on or after April 28, 2024. These charges may change if DCC rates are amended after issuance of this letter. For more information, please visit [Regional Water Development Cost Charge | Metro Vancouver](#).
- 1.7 Payment of TransLink Regional Transportation DCCs in the total amount of \$3,194 for each additional new single detached dwelling unit. This charge/these charges may change if DCC

rates are amended after the issuance of this letter. For more information, please visit [South Coast British Columbia Transportation Authority Development Cost Charge Bylaw](#).

- 1.8 Payment of all current and outstanding property taxes, utilities bills, municipal tickets and penalties.

2. Subdivision Plan and Lot Dimensions:

- 2.1. The subdivision plan to be submitted for approval is to be in general accordance with the Phase 1 sketch plan dated June 2, 2023 (Attachment B).
- 2.2. It should be noted that this plan is conceptual in nature, and accurate within the limitations of a sketch plan. Should further investigation on your part reveal that any alterations of this plan are necessary, Development Department's approval of the alterations will be required.
- 2.3. The boundary of the survey to be shown on the subdivision plan must include the entire parcels. The residuals must be shown as individual parcels and allocated lot numbers.
- 2.4. Each proposed lot must meet the minimum lot area, lot width, and lot depth requirements of the proposed Comprehensive Development Zone.
- 2.5. Before approval of the subdivision will be considered, the following are required:
 - Submission of the Survey Plan Certification in electronic form prepared by a B.C. Land Surveyor in compliance with Provincial legislation and "Subdivision and Development Standards Bylaw No. 8288, 2024", to the satisfaction of the Approving Officer; and
 - Application to Deposit Plan, in both electronic and paper form with all required signatures.

All measurements are to be drawn in the metric system showing the area and dimensions of each lot. The legal subdivision survey plan will require approval by the Approving Officer within 90 days of time of survey. Please note that:

- Preparation of the subdivision plan should await acceptance of the engineering design plans or should be prepared in coordination with such acceptance.

The plan must be submitted when all items in Section A have been completed and Bylaws No. 8354 and 8385 are scheduled for final consideration and adoption by Council.

3. Other Requirements:

- 3.1. It is noted that there are two existing dwellings on the subject properties that must be demolished from the property prior to approval of the subdivision plan. Completion of the issued demolition permits is required prior to approval of the subdivision plan.
- 3.2. It is noted that there is an existing building that will be retained on the subject site. As the building is to be sited on one of the lots, it must comply with all zoning regulations that apply to the subject lot. A Certificate of Non-Encroachment prepared and sealed by a B.C. Land

Surveyor must be submitted at the same time as the Phase 1 subdivision plan. This Certificate is to show the building including roof lines and projections and the shortest distances to the lot lines of the proposed lot on which it is to be situated.

- 3.3. It is noted that there is an existing building on the subject site that must be demolished from the site prior to approval of the Phase 2 subdivision. Please apply for a permit prior to demolishing the existing building. Submission of proof that the existing building has been demolished or removed from the site is required prior to Phase 2 subdivision.
- 3.4. Tree retention and replacement security deposits and cash-in-lieu for trees is required in accordance with "[Delta Tree Protection and Regulation Bylaw No. 7969, 2021](#)" and will be confirmed with an application for Tree Removal Permit. Based on the information provided with your application, these amounts are estimated to be:
 - tree replacement security deposit: \$7,000 for 10 trees.
 - Cash-in-lieu of replacement trees in the amount of \$1,050 for 1 tree (based on requirements in [Schedule B to Bylaw No. 7969](#)).
- 3.5. You must apply directly to the appropriate private utility agency for servicing requirements for natural gas, electricity and telecommunications.
- 3.6. Execution by all parties (except for the City of Delta) of all legal documents, Section 219 covenants, and any engineering servicing agreements. All signatures on these documents must be executed with the names clearly printed or stamped below the signatures.
- 3.7. As of May 1, 2023, new BC Building Code (BCBC) requirements are in effect. By Ministerial Order, the Province amended the BCBC and raised the base energy efficiency for new buildings. Based on this amendment, all building permit applications shall comply as follows:
 - 3.7.1. Buildings regulated by Part 9 of the BCBC containing residential occupancies (Group C), as defined by the BCBC, shall be designed and constructed to meet the minimum performance requirements specified within the BCBC; Energy Step Code Step 3. Submission of a building permit application will require a pre-construction BC energy compliance report from an Energy Advisor.
- 3.8. The BC Building Code 2024 is in effect and applies to building permits submitted on or after March 8, 2024. These updates include enabling mass timber construction, requiring rough-ins for radon safety and requirements to provide one living space (i.e. one room) that does not exceed 26 degrees Celsius. In March 2025, updates will include the requirement that 100% of dwellings in large condominium and apartment buildings and the first floor dwelling units in new small apartments and condominiums be adaptable, reinforcement of bathroom walls to allow future installation of grab bars, and early adoption of national provisions to improve earthquake design changes for housing and small buildings with high seismic hazard values. More information is available at www.gov.bc.ca/buildingcodes.

The above preliminary subdivision review comments are not to be construed as approval of your subdivision, and is revocable by the Approving Officer at any time before final approval is granted.

These comments are provided for your convenience only, and you should recognize that any costs incurred are your own responsibility.

The preliminary subdivision review comments in Section B will be in effect for a period of 180 days from the date of this letter. Any renewal of this letter will reflect standards and costs current at the time of renewal.

Please contact Ricky Khosla, Development Technologist, at 604.946.3263, or email at rkhosla@delta.ca in the Development Engineering Division concerning all engineering works and services. For all other queries, please contact Emily Paterson, Planner, at 604.952.3612 or email at epaterson@delta.ca in the Development Department.

Yours truly,



As to Section A

Doreann Mayhew, P.Eng
General Manager, Development



As to Section B

Tanya Mitchner
Approving Officer

EP/ph

Attachments:

- A. Memorandum dated April 9, 2024
- B. Phase 1 Subdivision Plan dated June 2, 2023

cc: Ricky Khosla, Development Technologist

G:\Current Development\LU FILES\LU009\LU009583\Applicant Correspondence\TLA\Draft TLA.docx

CITY OF DELTA
Development Department
Preliminary Engineering Requirements

Date: Revised April 9 th , 2024	File No.: LU009583
Applicant: Joe Muego, Hearth Architectural Inc.	Owner(s): Sarbjot, Jagmohan and Sudershan Locham
Planner: Emily Paterson	Development Technologist: Ricky Khosla
Project Site: 11118, 11128 and 11138 80A Avenue, Delta, BC	
Application Type: OCP Amendment, Rezoning, Subdivision and Development Variance Permit.	

ENGINEERING PRELIMINARY REQUIREMENTS:

- The applicant will be required to submit engineering drawings prepared by a Professional Engineer for all proposed works in accordance with "Delta Subdivision and Development Bylaw No. 8288, 2024". If the applicant chooses (Option 2) to apply "Consolidated Fee Bylaw 7273, 2013" then the Lot Grading and servicing requirements (excluding road restoration and third party utilities/servicing) shall be reviewed at Building Permit stage. If not, then the design drawings are to be reviewed prior to Final Adoption.
- The applicant will provide four (4) sets of paper prints following construction for as-constructed drawings, as well as as-constructed information in a digital format acceptable to Delta.
- All works, upgrades and services required to serve this proposed development are to be constructed and installed at the expense of the owner(s) in accordance with "Delta Subdivision and Development Standards Bylaw No. 8288, 2024".
- Some of the more apparent development servicing considerations are:

DESCRIPTION	EXISTING	REQUIREMENTS
A. ROADS & UTILITIES		
1. Designation 80A Avenue	Local.	No change.
Pitman Place	Local (cul-de-sac).	No change.
2. Dedication 80A Avenue	Approx. 20m.	No change.
Pitman Place	Approx. 15m.	No change.
3. Improvements		
a) Access 80A Avenue	Existing here (3) accesses off of 80A Avenue.	Install five (5) new driveways, one for each proposed lot, with a minimum width of 4m and maximum width of 6m at appropriate location, driveways to be offset a minimum 1.0m from side property lines. Remove and replace existing driveways with curb & gutter, sidewalk and grassed boulevard. Applicant to ensure run-off from each proposed lot should not cross

DESCRIPTION	EXISTING	REQUIREMENTS
Pitman Place	light on the south side of road. Existing Ornamental Street Light (OSL) complete with HPS bulb on the south side of road.	Street Lights (OSL) to Local Road standard located on common lot lines, and avoid conflict with driveways, City infrastructure and proposed/existing trees. Option 2: This contribution is included in the aforementioned cash-in-lieu contribution that applies in the Consolidated Fees Bylaw as outlined under section "Improvements, Road cross-section". No change. Applicant's Consulting Engineer to review existing overhead hydro-tel lines and meet Master Municipal Construction Documents (MMCD) standards and WorkSafeBC minimum clearances to overhead power lines.
d) Hydro/Tel/Cable Servicing 80A Avenue Pitman Place	Existing overhead hydro and tel on south side of the road. Existing underground hydro/tel service on the south side of road.	Underground electrical/ telecommunications/ cable servicing is required via dip service complete with ducting along the development frontage on both 80A Avenue and Pitman Place. Arborist recommendation must be followed when working near trees. Upgrade existing underground distribution as required to service the proposed lots.
B. SERVICES		
1. Water		
a) Main Line 80A Avenue Pitman Place	150mm Ø CI (1971). 150mm Ø DI (1977) dead-end water main c/w a blow-off.	No change. No change.
b) Service Connection Proposed Lots 1, 2, 3, 4 & 5	19mm Ø Cu. (1971) for existing Lot 11128, exceeds 25 years. No	Abandon and cap existing water service connection(s) at main and install five (5) new 19mm water service connections c/w water

DESCRIPTION	EXISTING	REQUIREMENTS
	City records for other two existing lots.	meter. All works by City crews at applicant's cost.
c) Fire Hydrant 80A Avenue	Hydrant exceeds 90m.	Option 1: Install new hydrant to meet maximum 75m spacing requirement. All works by City crews at applicant's cost.
Pitman Place	Hydrant within 90m.	Option 2: This contribution is included in the aforementioned cash-in-lieu contribution that applies in the Consolidated Fees Bylaw as outlined under section "Improvements, Road cross-section". Locate hydrant so as not to impact driveways, existing trees and maximize street parking. Option 1: Upgrade existing Hydrant on Pitman Pl to current Delta standard c/w pumper port. All works by City crews at applicant's cost. Option 2: This contribution is included in the aforementioned cash-in-lieu contribution that applies in the Consolidated Fees Bylaw as outlined under section "Improvements, Road cross-section".
2. Sewer		
a) Main Line 80A Avenue	200mm Ø AC (1971), terminal end.	No change.
Pitman Place	150mm Ø AC (1977), terminal end.	No change.
b) Service Connection Proposed Lots 1, 2, 3, 4 & 5	No City records.	Abandon and cap existing sanitary service at main, if any identified. Install five (5) new 100mm sanitary service connections c/w inspection chamber at 80A Avenue frontage. Works by City crews at applicant's cost.
3. Drainage		
a) Main Line 80A Avenue	250mm Ø AC (1971), terminal end.	No change.

DESCRIPTION	EXISTING	REQUIREMENTS
Pitman Place	None.	No change.
b) Service Connection Proposed Lots 1, 2, 3, 4 & 5	No City records.	Abandon and cap existing storm service at main, if any identified. Install five (5) new 100mm storm service connections c/w inspection chamber at 80A Avenue frontage. Works by City crews at applicant's cost.
c) Lot Drainage		Submission of a detailed lot grading plan is required to ensure all lot drainage from each proposed lot is contained within the respective lot to prevent negatively impacting adjacent properties.
d) Erosion and Sediment Control		Erosion and Sediment Control plan prepared by a qualified professional, BMP is to be applied and to prevent the release of silt and other deleterious substances into any storm sewer, ditch or watercourse. Discharge into the drainage system shall comply with the following: • Muddy/turbid: No greater than 25 NTU during dry conditions or no greater than 100 NTU during and 24 hours immediately after heavy rain. • Alkaline or acidic: pH no less than 6.0 or no greater than 9.0. The system is to be maintained at all time and remain in place until all construction (including Building Permit works) is complete or otherwise as approved by Delta. It is the qualified professional responsibility for sampling and maintaining records to ensure the discharge quality is in compliance as specified in the above at all-time throughout construction. The City reserve the rights to review all discharge sampling records and request for additional sampling, if necessary.
C. THIRD PARTY UTILITY(IES)		Proposed utility services should avoid conflict with existing & proposed trees and infrastructure. The applicant's Consulting Engineer will be required to confirm with a

DESCRIPTION	EXISTING	REQUIREMENTS
		signed and sealed "No Conflict" letter at submission stage.
D. TREES	Trees located on-site, City and off-site along shared property lines and/or on adjacent lot.	Engineering drawings prepared by the Applicant's Consultant to incorporate existing and proposed landscape. If necessary, relocation of existing infrastructure may be requested by the Consultant to address existing and/or proposed landscape conflicts subject to City's approval. All relocation at cost to the applicant. Tree protective fencing required for all trees being retained and for trees on adjacent properties located near the common property lines. Tree protective fence to cover the radius of the drip line or as specified by the Arborist on record. Obtain and submit "Neighbor's Authorization" for proposed tree removals located within adjacent lot limits and/or on shared property lines. Removal of City and/or on-site tree(s) is prohibited unless permitted by Delta. Applicant to obtain Tree Removal Permit.
E. INSURANCE	N/A	The owner is required to provide confirmation of \$5M comprehensive general liability coverage prior to construction of servicing works. Specific details are included within the Development Agreement.

OFF-SITE DEFICIENCIES:

(Note: As the above improvements are not included in Delta's Capital Works Program, the cost of installing such City Works and Services are deemed excessive to the City.)

LEGAL DOCUMENTS IDENTIFIED TO DATE:

1. Development Agreement
2. Section 219 Covenant – Pumping, Sanitary and Storm (may be required)

SECURITY DEPOSITS:

- All works and services required to serve this proposed development are to be constructed and installed at the expense of the owner(s).
- The applicant's consultant will prepare a detailed cost estimate of the required works and services.

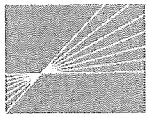
- The City will require a security deposit of cash or a clean irrevocable letter of credit from a financial institution acceptable to the City for installing and paying for all required works and services.
- The City will require a separate security deposit of cash or certified cheque for all works and services installed by Delta crew including service connections.

FEES AND CHARGES (Estimates Only):

- Please refer to fee slip for all fees and securities.

Note: Development fees, securities and charges are provided on a separate list.

G:\Development\RK\2023\LU009583 11118 80A Ave SD-S\LU009583 11118 80A Ave Rev Eng Service Memo 9-Apr-24.docx



ALEXANDER
HOLBURN

YOUR PERSPECTIVE
OUR FOCUS™

August 1, 2025

VIA EMAIL

sarvjot@lochambuilders.com

Reply to: Jeremy M. Poole
Direct Line: 604.484.1722
Direct Fax: 604.484.9722
E-mail: jpoole@ahbl.ca
Matter No.: 1100262

Sarbjot Singh Locham
c/o Locham Builders
11138 80A Avenue
Delta, BC
V4C 1Y5

Re: Communications with Delta Employees and Elected Officials

We are external counsel for the City of Delta. We write with respect to your in person, phone calls and written communications with Delta staff and elected officials relating to your subdivision application concerning three lots at 11118-11148 80A Avenue in Delta, British Columbia with file number LU009583.

My client is concerned about the nature and extent of your communications with respect to this matter.

Communications to you from the City have made clear their position on the steps you need to take in order to complete the registration of the subdivision plan for these properties. These are matters that are within your control and it should be clear to you what the City's position is on these issues as a result of previous communications.

You are pursuing a pattern of repeated communication on matters where the City has made their position clear and have on occasion spoken to City staff in a manner that made them feel uncomfortable. The City considers itself to have an obligation to foster a safe and harassment free work environment for its employees and elected officials. On that basis, I request on behalf of the City that you cease and desist from all direct communications with City staff and elected officials including emails, phone calls and in-person inquiries.

It is my understanding that you have legal counsel who is assisting with your subdivision and I would suggest that you consult with them and obtain assistance in completing what needs to be done to move forward. The City also has external legal counsel that assists them with development matters and that the lawyer is known to your lawyer and is available for communications on this subject. The City requests that be your only means of communication on this matter going forward.

Alexander Holburn Beaudin + Lang LLP
Barristers + Solicitors
www.ahbl.ca

2700 - 700 West Georgia Street
Vancouver, BC V7Y 1B8 Canada

2740 - 22 Adelaide Street West
Toronto, ON M5G 4E3 Canada

1100-1631 Dickson Avenue
Kelowna, BC V1Y 0B5 Canada

[LT Sarbjot singh Locham cease and desist - Aug 1 2025 \(002\).docx](#)LT Sarbjot singh Locham cease and desist - Aug 1 2025.docx

#14720164.1#14720164.1

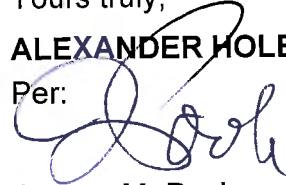
Continued and unwanted communication can potentially rise to the level of being a criminal matter and the City will refer this matter to police for their investigation and further action as deemed appropriate.

Please note that I am counsel for the City of Delta and I am not your lawyer. Nothing I have said here should be interpreted as legal advice to you. I strongly encourage you to seek legal advice on this matter.

Yours truly,

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Per:



Jeremy M. Poole
Partner
JMP



Sarbjot Locham <sarbjotlocham@gmail.com>

Delegation Request – Subdivision File LU009583 (October 6, 2025 Council Meeting)

1 message

Sarbjot Locham <sarbjotlocham@gmail.com>
To: cityclerk@delta.ca

Thu, Sep 11, 2025 at 1:09 PM

Dear City Clerk,

I am attaching two documents for inclusion with my delegation at the "*October 6, 2025 Regular Council Meeting*", regarding Subdivision File "*LU009583 (11118, 11128 & 11138 – 80A Avenue)*":

- **Support Letter** – to be included in the official agenda package.
- **Council Handout** – a 1-page summary for circulation to Council members during the meeting.

I will be appearing by **video delegation** at the October 6 meeting. Please include the Support Letter in the agenda package and circulate the Handout to Council for their reference during my presentation.

This request follows "**sections 154–156 of the Community Charter**", which provide applicants and property owners the opportunity to present their views directly to Council on matters that affect their property.

Thank you very much for your assistance.

Respectfully,

Sarbjot Singh Locham

Property Owner & Applicant – Subdivision File LU009583

11138 80A Ave, Delta, BC V4C 7K7, Canada

📞 604-817-4754

✉ sarbjotlocham@gmail.com

2 attachments **LU009583_Support_Letter_With_Variance.pdf**

9K

 **LU009583_Council_Handout_With_Variance.pdf**

8K



Sarbjot Locham <sarbjotlocham@gmail.com>

Delegation Request – Adoption of Code of Conduct Bylaw under Community Charter s.113.1

2 messages

Sarbjot Locham <sarbjotlocham@gmail.com>

Sun, Oct 12, 2025 at 11:53 AM

To: City Clerk <cityclerk@delta.ca>, mayor-council@delta.ca

Dear City Clerk,

I am submitting a **Delegation Request** to appear before Council regarding the **absence of a formal Code of Conduct Bylaw** for the City of Delta, as required under **Section 113.1 of the BC Community Charter**.

This delegation focuses specifically on **the importance of the Delta Council adopting and maintaining a Code of Conduct Bylaw** to ensure transparency, accountability, and compliance with provincial governance standards.

Purpose of Delegation:

To present to Council why adoption of this bylaw is essential for fair, lawful, and accountable municipal administration, and how it strengthens public trust and communication between residents, staff, and elected officials.

Requested Outcome:

That Council consider bringing forward a motion to **adopt a Code of Conduct Bylaw** in accordance with Sections 113.1 and 113.2 of the BC Community Charter.

I would like to **attend and present virtually via video**, as I have done in my previous delegations.
Please confirm receipt of this request and advise of the next available Council meeting date for scheduling.

Sincerely,

Sarbjot Singh Locham

11138 80A Avenue, Delta, BC, V4C 1Y5

📞 604-817-4754

✉ sarbjotlocham@gmail.com

3 attachments**Delegation_Summary_Code_of_Conduct_Sarbjot_Singh_Locham.pdf**

3K

**Delegation Request Form.pdf**

54K

**Appendix_A_Charter_Rights_Notice_Sarbjot_Singh_Locham.pdf**

3K

Sarbjot Locham <sarbjotlocham@gmail.com>

Fri, Nov 7, 2025 at 7:54 PM

To: City Clerk <cityclerk@delta.ca>

Cc: mayor-council@delta.ca, Mayor George Harvie <mayorharvie@delta.ca>, MSangret@delta.ca

Bcc: Sarbjot Locham <sarbjotlocham@gmail.com>, sarvjot@lochambuilders.com

Subject: Resubmission: Delegation Request — Adoption of Code of Conduct Bylaw (Community Charter s.113.1) — Request placement on Nov 17, 2025, agenda

To: cityclerk@delta.ca; mayor-council@delta.ca**Cc:** cao@delta.ca; msangret@delta.ca**Body:**

Dear City Clerk and Members of Council,

I am **resubmitting** my **October 12, 2025**, delegation request to appear before Council regarding the **adoption of a Code of Conduct Bylaw under s.113.1 of the BC Community Charter**. The original request has not yet been scheduled or declined **with reasons**.

Pursuant to **Council Procedure Bylaw 8330 (s.20.1)** and **Community Charter s.113.1(3)** (duty to consider and publicly state reasons), I respectfully request placement on the **next available Council agenda: Monday, November 17, 2025, at 7:00 p.m. (Regular Council Meeting)**.

I will attend **virtually by video**. Please confirm receipt and advise of the meeting logistics.

Attachments:

Delegation Request Form;

Delegation Summary;

Charter Rights Notice (Updated – Nov 1, 2025);

Self-Representation Notice.

Sincerely,

Sarbjot Singh Locham
11138 80A Avenue, Delta, BC V4C 1Y5
604-817-4754 | sarbjotlocham@gmail.com

[Quoted text hidden]

4 attachments



Delegation Request Form.pdf
54K



Delegation_Summary_Code_of_Conduct_Sarbjot_Singh_Locham.pdf
3K



Self-Representation Notice.pdf
87K



Charter Rights Notice (Updated – November 1st, 2025).pdf
83K



Sarbjot Locham <sarbjotlocham@gmail.com>

Delegation Request – Adoption of Code of Conduct Bylaw under Community Charter s.113.1

Sarbjot Locham <sarbjotlocham@gmail.com>

Fri, Nov 7, 2025 at 7:54 PM

To: City Clerk <cityclerk@delta.ca>

Cc: mayor-council@delta.ca, Mayor George Harvie <mayorharvie@delta.ca>, MSangret@delta.ca

Bcc: Sarbjot Locham <sarbjotlocham@gmail.com>, sarvjot@lochambuilders.com

Subject: Resubmission: Delegation Request — Adoption of Code of Conduct Bylaw (Community Charter s.113.1) — Request placement on Nov 17, 2025, agenda

To: cityclerk@delta.ca; mayor-council@delta.ca

Cc: cao@delta.ca; msangret@delta.ca

Body:

Dear City Clerk and Members of Council,

I am **resubmitting** my **October 12, 2025**, delegation request to appear before Council regarding the **adoption of a Code of Conduct Bylaw under s.113.1 of the BC Community Charter**. The original request has not yet been scheduled or declined **with reasons**.

Pursuant to **Council Procedure Bylaw 8330 (s.20.1)** and **Community Charter s.113.1(3)** (duty to consider and publicly state reasons), I respectfully request placement on the **next available Council agenda: Monday, November 17, 2025, at 7:00 p.m. (Regular Council Meeting)**.

I will attend **virtually by video**. Please confirm receipt and advise of the meeting logistics.

Attachments:

Delegation Request Form;

Delegation Summary;

Charter Rights Notice (Updated – Nov 1, 2025);

Self-Representation Notice.

Sincerely,

Sarbjot Singh Locham
11138 80A Avenue, Delta, BC V4C 1Y5
604-817-4754 | sarbjotlocham@gmail.com

[Quoted text hidden]

4 attachments



Delegation Request Form.pdf

54K



Delegation_Summary_Code_of_Conduct_Sarbjot_Singh_Locham.pdf

3K



Self-Representation Notice.pdf

87K



Charter Rights Notice (Updated – November 1st, 2025).pdf
83K



Sarbjot Locham <sarbjotlocham@gmail.com>

Delegation Request – Adoption of Code of Conduct Bylaw under Community Charter s.113.1

Sarbjot Locham <sarbjotlocham@gmail.com>

Wed, Nov 12, 2025 at 8:00 AM

To: City Clerk <cityclerk@delta.ca>

Cc: mayor-council@delta.ca, Mayor George Harvie <mayorharvie@delta.ca>, MSangret@delta.ca, Jessie Dosanjh <jdosanjh@delta.ca>, jjoal@delta.ca, dboisvert@delta.ca, dkruger@delta.ca, rbinder@delta.ca, Alicia Guichon <aguichon@delta.ca>, Sarbjot Locham <sarbjotlocham@gmail.com>, MunicipalAffairs.Minister@gov.bc.ca, "ServiceBC@gov.bc.ca" <ServiceBC@gov.bc.ca>

Bcc: sarvjot@lochambuilders.com

Subject: Request for Immediate Action – Unacknowledged Delegation Request (Code of Conduct Bylaw)

Dear City Clerk,

My delegation request submitted on October 12, 2025 and resubmitted on November 8, 2025 remains unacknowledged.

This delegation concerns the **adoption of a Code of Conduct Bylaw** pursuant to **Community Charter s.113.1**, which requires Council to consider such matters publicly and provide stated reasons for any decision not to proceed.

Under **Council Procedure Bylaw 8330 (s.20.1)** and **Community Charter ss.113.1(3), 154–156**, I request written confirmation of one of the following:

1. That my delegation has been formally scheduled for the next Regular Council Meeting; **or**
2. That a written refusal with reasons has been issued in accordance with the Charter.

I intend to **attend and present this delegation virtually by video**, as permitted under the City's current hybrid meeting procedures.

Please confirm by **4:30 PM, Wednesday, November 12, 2025**.

In the interest of transparency, Please confirm that this correspondence and all attached materials are **entered into the official public correspondence log under s.97 of the Community Charter**, and advise of the **log reference number(s)** assigned.

Thank you for your attention to this important matter.

Respectfully,

Sarbjot Singh Locham

11138 80A Avenue
Delta, British Columbia
V4C 1Y5

📞 604-817-4754 | ✉️ sarvjotlocham@gmail.com

@SarvjotL | #DeltaGate

Attachments:

- Delegation Request Form (October 12, 2025)
- Delegation Summary – Code of Conduct Bylaw (Community Charter s.113.1)
- Charter Rights Notice (Updated November 1, 2025)

[Quoted text hidden]

4 attachments



Delegation Request Form.pdf
54K



Delegation_Summary_Code_of_Conduct_Sarbjot_Singh_Locham.pdf
3K



Charter Rights Notice (Updated – November 1st, 2025).pdf
83K



Self-Representation Notice.pdf
87K

Formal Complaint – Procedural Misconduct, Verbal Harassment, and Financial Harm – LU009583

To:

Date: July 20, 2025

George V. Harvie

Mayor

City of Delta

Email: mayorharvie@delta.ca

Subject: Formal Complaint Regarding Procedural Misconduct, Verbal Harassment, and Financial Harm – Subdivision File LU009583

Dear Mayor Harvie,

I am formally complaining regarding severe procedural misconduct, delay tactics, verbal harassment, and unprofessional behavior by City of Delta staff concerning my subdivision file LU009583 (11118, 11128, and 11138 80A Avenue, Delta). As the owner and project manager of Locham Builders Ltd., I have fulfilled all requirements, including payment of cash-in-lieu (CIL) servicing fees per Consolidated Fees Bylaw No. 7273, 2013. Despite full compliance, I have experienced repeated obstructions, unfulfilled commitments, harassment, and financial losses due to unjustifiable delays in subdivision registration.

Summary of Issues:

- **Verbal Harassment and Coercion by Ricky Khosla**

On May 23, 2025, during a phone call regarding municipal endorsement of BC Hydro and Telus design drawings, Mr. Ricky Khosla, Senior Engineering Technologist, suggested, **"I abandon my complete subdivision application and seek a refund"**, despite the fact that I have invested hundreds of thousands of dollars plus my valuable time towards this project. When I expressed shock at this inappropriate advice, he threatened, **"If you mention my name to anyone, I'll just say I didn't say anything like that."** This intimidation by a public official is unacceptable and has caused me significant emotional distress. Additionally, **Mr. Khosla acknowledged omitting service connection fees from the original fee slip on August 21, 2024**, when I paid the fees at the City Hall cashier counter, and stated that he would send me another fee slip for servicing connections, but he never did. This omission and failure to follow through have compounded delays in utility approvals and LTO registration, despite multiple follow-ups. **Supporting Evidence:**

- Email threads: "RE: [LU009583 - 11118, 11128 & 11138 80A Avenue, Delta] First Submission - Hydro/tel estimate comments" (May 23, 2025, including chain from August 21, 2024) and "[LU009583 - 11118, 11128 and 11138 80A Avenue, delta] Hydro and Telus drawings submission" (July 17, 2025).
- Attached is a formal letter to Mr. Khosla dated July 17, 2025.

- **Procedural Inconsistencies and Aggressive Conduct by Emily Paterson**

Ms. Emily Paterson repeatedly reversed written assurances regarding a Servicing Agreement. She confirmed its preparation on July 7 and 10, 2025 ("**We aim to have the servicing agreement to you in the next week**"), aligning with Subdivision Bylaw No. 8288, the Tentative Letter of Approval (TLA), and Section 506 of the Local Government Act. However, during a hostile phone exchange, she insisted only a Section 219 Covenant was available and misrepresented this in her July 16, 2025, email ("**As requested...**"), **despite my explicit requests for a Servicing Agreement**. Furthermore, the document provided is a restrictive covenant under Section 219 of the Land Title Act, which does not constitute a legally binding bilateral servicing agreement as required by law for subdivision servicing obligations; it is a unilateral charge on title and cannot stand as the contractual agreement I requested and am entitled to. Additionally, despite offering to prepare a **Development Agreement on October 2, 2024**, to document CIL payments for buyers, Ms. Paterson failed to follow through, affecting marketability. **Supporting Evidence:**

- Emails from Emily Paterson: July 7/10/16, 2025 (Servicing Agreement confirmations and covenant); October 2/4, 2024 ("LU009583 - DA for Buyer info").
- My emails requesting Servicing Agreement: June 1, 2025 ("Urgent: Issuance of Servicing Agreement..."); July 19, 2025 ("Request for Servicing Agreement... not a Covenant").
- Response from Tanya Mitchner (July 16, 2025) attaching covenant.

- **Broader Procedural Failures, Financial, and Emotional Harm**

Ongoing delays in issuing PID numbers (over a month after Council approval on September 9, 2024), utility endorsements, and documentation have halted sales, risking financing and incurring holding costs. Deviations from policies (e.g., insisting on a covenant over a Servicing Agreement) violate bylaws and have led to emotional stress, sleeplessness, and a negative impact on families.

-

- **Supporting Evidence:**

- Emails: October 8, 2024 ("Urgent: Follow-up on PID Numbers...") and response from Doreann Mayhew; June 3, 2025 (response to urgent issuance request).
- Attached utility drawings: "24027 - Working - Hydro Meter Discussions..."; BC Hydro/Telus designs.

Requested Immediate Actions:

- Issuance of the Standard Servicing Agreement by July 25, 2025, to facilitate LTO registration and utility coordination.
- Internal investigation into Mr. Khosla's and Ms. Paterson's conduct, with a formal report provided within 30 days.
- Immediate issuance of the missing fee slip and a written explanation for its omission.
- Written assurance of fair treatment and compliance with all relevant bylaws and legislation.
- Reassignment of my file to Depinder Dhaliwal, as previously requested, for professional communication and Punjabi-language support if needed.

I am open to discussing these issues further. If unresolved, I will escalate the matter to the BC Ombudsperson, the Local Government Auditor, or pursue legal recourse for damages.
Thank you for your immediate attention and resolution.

Sincerely,

Sarbjot Singh Locham
Owner & Project Manager
Locham Builders Ltd.
Email: sarvjot@lochambuilders.com
Phone: 604-817-4754

Attachments:

- Compiled emails and documentation (e.g., PDFs of all referenced correspondence).
- Formal letter to Ricky Khosla (July 17, 2025).
- Utility drawings and related correspondence (e.g., "24027 - Outstanding Items for BCH Design...", Telus/BC Hydro designs).



Sarbjot Locham <sarvjot@lochambuilders.com>

LU009583 - DA for Buyer info

Emily Paterson <EPaterson@delta.ca>

Wed, Oct 2, 2024 at 12:45 PM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Hi Sarbjot,

We were notified that you have placed a listing for the new lots on 80A. Given the process that this file took for servicing we realize that you do not have any documentation that you would be able to provide to potential buyers to outline the lot servicing. While a Development Agreement was not required as part of the application, we would like offer to prepare one so that there is a clear record of the amount taken in CIL for servicing that can be referenced as the lots develop to be available for potential buyers. Please let me know if this is something you would be interested in.

Thanks,



Emily Paterson (she/her)

Planner | City of Delta

Office: 604-952-3612 | **Email:** epaterson@delta.ca

The City of Delta acknowledges that we are on the shared, traditional, ancestral, and unceded territories of the scəwəθən (Tsawwassen), xʷməθkʷəy̓əm (Musqueam), and other Coast Salish Peoples. We extend our appreciation to these First Nations for the opportunity to enjoy this land together.



Sarbjot Locham <sarvjot@lochambuilders.com>

LU009583 - DA for Buyer info

Emily Paterson <EPaterson@delta.ca>

Fri, Oct 4, 2024 at 11:09 AM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Cc: Tanya Mitchner <TMitchner@delta.ca>

Hi Sarbjot,

While cash-in-lieu was paid as part of this application for development servicing, there are some remaining steps that have been referred to building permit for the newly created lots. Please see below a breakdown of what CIL applied to and what will be outstanding at BP.

Cash-in-lieu fees applied under the Consolidated Fees Bylaw 7273, 2013 apply for:

1. Road improvements along 80A Avenue and Pitman Place frontages including sidewalks.
2. Installation of a fire hydrant at 80A Avenue.
3. Installation of streetlight along 80A Avenue.

Cash-in-lieu contribution does not include services improvements and third party utilities.

The following service connections fees for the 3 Lots (under phase 1) are deferred to BP stage. These fees would also apply to the remaining two lots to complete the 5 Lot subdivision under phase 2.

1. Water X 3, one for each proposed lot under phase 1.
2. Sanitary X 3, one for each proposed lot under phase 1.
3. Storm X 3, one for each proposed lot under phase 1.
4. Security deposit (performance bond) for installation and/or upgrades of third party utilities & undergrounding works and ESC works.
5. Capping and abandoning of existing water, sanitary and storm service connections for each existing lot. Total 6 nos. (2 X water, 2X sanitary and 2X storm).

It may be useful to have a document that outlines this as there is no formal document associated with the CIL you paid that notes these charges and steps still to come.

Best,

**Emily Paterson** (she/her)

Planner | City of Delta

Office: 604-952-3612 | **Email:**
epaterson@delta.ca

The City of Delta acknowledges that we are on the shared, traditional, ancestral, and unceded territories of the scəwəθən (Tsawwassen), xʷməθkʷəy̓əm (Musqueam), and other Coast Salish Peoples. We extend our appreciation to these First Nations for the opportunity to enjoy this land together.

From: Sarbjot Locham <sarvjot@lochambuilders.com>**Sent:** October 3, 2024 5:34 AM**To:** Emily Paterson <EPaterson@delta.ca>**Subject:** Re: LU009583 - DA for Buyer info

Warning: This email came from outside the City of Delta. If the sender is not known, please do not open links or attachments. Contact the Service Desk (3215) if unsure of this email.

[Quoted text hidden]



Sarbjot Locham <sarvjot@lochambuilders.com>

Request for Servicing Agreement to Facilitate LU009583 Registration

Emily Paterson <EPaterson@delta.ca>

Mon, Jul 7, 2025 at 3:16 PM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Cc: Doreann Mayhew <DMayhew@delta.ca>

Good Afternoon Sarbjot,

You were provided a complete package for subdivision registration. It is our understanding you never registered the subdivision package that was completed and signed by Delta. As previously noted you need to speak to your lawyer to determine the next steps required to register the subdivision.

We aim to have the servicing agreement to you in the next week, we are just reviewing the final drafts with our legal team. You should be able to expect it by early next week. I will update you if that changes.

Kind Regards,

**Emily Paterson** (she/her)

Planner | City of Delta

Office: 604-952-3612 | **Email:**
epaterson@delta.ca

The City of Delta acknowledges that we are on the shared, traditional, ancestral, and unceded territories of the scəwəθən (Tsawwassen), xʷməθkʷəy̓əm (Musqueam), and other Coast Salish Peoples. We extend our appreciation to these First Nations for the opportunity to enjoy this land together.

From: Sarbjot Locham <sarvjot@lochambuilders.com>**Sent:** July 4, 2025 8:00 AM**To:** Emily Paterson <EPaterson@delta.ca>**Subject:** Request for Servicing Agreement to Facilitate LU009583 Registration

Warning: This email came from outside the City of Delta. If the sender is not known, please do not open links or attachments. Contact the Service Desk (3215) if unsure of this email.

[Quoted text hidden]



Sarbjot Locham <sarvjot@lochambuilders.com>

LU009583 - Servicing Covenant for Execution

Emily Paterson <EPaterson@delta.ca>

Wed, Jul 16, 2025 at 9:43 AM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Cc: Tanya Mitchner <TMitchner@delta.ca>, Doreann Mayhew <DMayhew@delta.ca>, Marcy Sangret <MSangret@delta.ca>, Jessica Anderson <JAnderson@delta.ca>, Pamela O'Donnell <podonnell@delta.ca>, Legal <Legal@delta.ca>

Good Morning Sarbjot,

As requested, please find attached the following Legal Document ready for your execution. This covenant confirms and addresses the servicing fees that were paid as part of the subject application.

Section 219 Land Title Act Covenant:

- Form C (Charge) – Servicing

Please review the attached Documents and contact your legal service provider should you have any questions.

Please arrange for all owners registered on title to the property to sign the Document as indicated. For Land Title Office registrable document, all signatures must be witnessed in front of a lawyer, notary or other person who is qualified to commission affidavits (the "Officer"). The name of each person signing the Document must be clearly printed under their signature. The Officer must print their name, address and telephone number under their signature and include their authority to sign as an Officer such as lawyer, notary or commissioner for taking affidavits.

Please email a scanned copy of the signed Document including all pages attached) to **all** of the following together in one email:

- Your planner on file – Emily Paterson
- Jessica Anderson – janderson@delta.ca
- Legal@delta.ca

Upon receipt, City staff will review and attend to execution of the Document on behalf of the City as applicable.

Once fully executed, City staff will coordinate submission for Land Title Office registration of the Document package directly with Delta's Legal Counsel through email. The City of Delta is registering the Land Use file in house, we will report back to the Applicant when the package has been fully registered at Land Title Office.

If there are **changes** to your application or the title of the property, such as a change of ownership, the Document may need to be amended before the City will sign or file with the Land Title Office. There may be an additional legal fee incurred to make such amendments. To ensure that your application is not unreasonably delayed, please email Legal@delta.ca and your assigned Planner, Emily Paterson at your earliest opportunity if you require changes or updates to your document.

For inquiries regarding this Document please email Legal@delta.ca and all other inquiries relating to your Land Use application, please email, Emily Paterson.

Kind Regards,



Emily Paterson (*she/her*)

Planner | City of Delta

Office: 604-952-3612 | **Email:** epaterson@delta.ca

The City of Delta acknowledges that we are on the shared, traditional, ancestral, and unceded territories of the scəwəθən (Tsawwassen), xʷməθkʷəy̓əm (Musqueam), and other Coast Salish Peoples. We extend our appreciation to these First Nations for the opportunity to enjoy this land together.



Form C (Charge) Servicing Covenant.pdf

404K



Sarbjot Locham <sarvjot@lochambuilders.com>

Urgent: Issuance of Servicing Agreement for Subdivision File #LU009583 ASAP

Doreann Mayhew <DMayhew@delta.ca>

Tue, Jun 3, 2025 at 6:06 PM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Cc: City Manager <CityManager@delta.ca>, Marcy Sangret <MSangret@delta.ca>, Emily Paterson <EPaterson@delta.ca>, Mayor & Council <Mayor-Council@delta.ca>

Mr. Locham,

Thank you for your email and the opportunity to provide clarification. A servicing agreement is a legal contract between the city and a developer that outlines the responsibilities and obligations of both parties for providing infrastructure and services needed to support a new development, such as roads, utilities, and sewer systems. The agreement ensures that the necessary infrastructure is built to the municipality's standards and that the developer meets the obligations related to these services. Because you provided cash-in-lieu for the frontage improvements, a servicing agreement was not required. The final reading council report for your project noted that the "owners have provided the required fees and cash-in-lieu to address the requirements for final adoption. Lot grading and servicing requirements (excluding road restoration and third party utility servicing) would be completed at building permit."

At your request the City can draft a restrictive covenant that notes the frontage improvements have been completed on a cash-in-lieu basis. For clarity, this is not required by the City. Should you wish to proceed, please reach out to Emily Paterson who can send you an update fee slip with the covenant preparation fee added. We can have the covenant prepared and sent to you within a few days of receiving the payment.

Regards,

Doreann

**Doreann Mayhew, P.Eng.** | General Manager
Development Department

City of Delta

W: 604-946-3272 C: 778-837-1737 E: dmayhew@delta.ca

From: Sarbjot Locham <sarvjot@lochambuilders.com>

Sent: June 1, 2025 1:35 AM

To: City Manager <CityManager@delta.ca>; Marcy Sangret <MSangret@delta.ca>; Mayor George Harvie <mayorharvie@delta.ca>; Dylan Kruger <DKruger@delta.ca>; Rod Binder <RBinder@delta.ca>; Alicia Guichon <AGuichon@delta.ca>; Jessie Dosanjh <JDosanjh@delta.ca>; Jennifer Johal <JJohal@delta.ca>; Daniel Boisvert <DBoisvert@delta.ca>; Doreann Mayhew <DMayhew@delta.ca>; Emily Paterson <EPaterson@delta.ca>

Subject: Urgent: Issuance of Servicing Agreement for Subdivision File #LU009583 ASAP

Warning: This email came from outside the City of Delta. If the sender is not known, please do not open links or attachments. Contact the Service Desk (3215) if unsure of this email.

[Quoted text hidden]



Sarbjot Locham <sarvjot@lochambuilders.com>

Request for Servicing Agreement to Facilitate LU009583 Registration

Doreann Mayhew <DMayhew@delta.ca>

Wed, Jul 23, 2025 at 5:05 PM

To: Sarbjot Locham <sarvjot@lochambuilders.com>

Cc: Mayor & Council <Mayor-Council@delta.ca>, Marcy Sangret <MSangret@delta.ca>, Donny van Dyk <DvanDyk@delta.ca>

Mr. Locham,

The purpose of this email is to provide clarification on the City's position related to the status of your development file. The land use application for rezoning has been completed by the City, and the City has taken all steps required to amend the Zoning Bylaw to reflect your requested rezoning. Concurrently with the rezoning, your subdivision plan was approved by the City's Approving Officer and the fully signed subdivision plan was delivered to you for your legal counsel to submit for registration with the Land Title Office. For reasons unrelated to the City, your legal counsel at the time failed to register the subdivision plan with the Land Title Office.

We understand that you have since changed legal counsel. The City's legal counsel has repeatedly reached out to your new legal counsel regarding the status of the subdivision plan. When asked for an estimated timing for registration of the subdivision plan, your legal counsel indicated that they cannot proceed until ownership transfer matters have been resolved and approval from your lender is received. Your legal counsel has repeatedly confirmed that the delay is in no way related to the City but that it is indeed a matter within your control. Your legal counsel has advised that you are aware of the cause of the delay and that it is not due to any action or inaction by the City. I strongly encourage you to work with your legal counsel to seek legal advice as to what is required from you to proceed with your development.

The City takes this delay in registering a subdivision plan very seriously. I have personally communicated with you on multiple occasions that this is the only outstanding item related to your land use application. I have also communicated that the subdivision plan must be registered before you are able to proceed to the building permit stage, which includes servicing of the individual lots, as these lots are only created through the registration of the subdivision plan. At your request, we provided a servicing agreement documenting the cash-in-lieu payment for frontage improvements. It is your choice to sign and return this covenant to Delta for registration and for clarity it was not a requirement of rezoning or subdivision approval.

Your recent behaviour towards staff, including aggressive emails and phone calls, will not be tolerated moving forward. At this time the only communication required with the City is related to the subdivision plan registration, which should be conducted through our respective legal counsel. For clarity, moving forward staff will not be responding to your repeated requests for the same information on lots servicing as I am confident that the City has answered these questions on several occasions. Once the registration of the subdivision plan is completed, we will re-engage with you on the building permit stage including the servicing of the new lots.

Doreann



Doreann Mayhew, P.Eng. | General Manager
Development Department

City of Delta

W: 604-946-3272 E: dmayhew@delta.ca

From: Sarbjot Locham <sarvjot@lochambuilders.com>

Sent: July 18, 2025 4:01 PM

To: Marcy Sangret <MSangret@delta.ca>

Cc: Doreann Mayhew <DMayhew@delta.ca>; Emily Paterson <EPaterson@delta.ca>; Donny van Dyk <DvanDyk@delta.ca>; Mayor & Council <Mayor-Council@delta.ca>; Development <Development@delta.ca>; Legal <Legal@delta.ca>; Planning <Planning@delta.ca>; Jessica Anderson <JAnderson@delta.ca>; Mayor George Harvie <mayorharvie@delta.ca>; Ricky Khosla <RKhosla@delta.ca>; Tanya Mitchner <TMitchner@delta.ca>; Pamela O'Donnell <podonnell@delta.ca>; HMA.Minister@gov.bc.ca; Christine.Boyle.MLA@leg.bc.ca; Ravi.Kahlon.MLA@leg.bc.ca; City Manager <CityManager@delta.ca>

Subject: Re: Request for Servicing Agreement to Facilitate LU009583 Registration

Warning: This email came from outside the City of Delta. If the sender is not known, please do not open links or attachments. Contact the Service Desk (3215) if unsure of this email.

Subject: Attached: Formal Escalation Regarding Procedural Issues on LU009583

[Quoted text hidden]



1. Application

City of Delta
4500 Clarence Taylor Crescent
Delta BC V4K 3E2
604-946-3237

Delta File No. LU009583 - 11118, 11128 and 11138 80A Avenue (EP)
LTO Client No. 12022

2. Description of Land

PID/Plan Number	Legal Description
002-330-091	LOT 344 SECTION 26 TOWNSHIP 4 NEW WESTMINSTER DISTRICT PLAN 40086
004-897-528	LOT 343 SECTION 26 TOWNSHIP 4 NEW WESTMINSTER DISTRICT PLAN 40086
004-897-510	LOT 342 SECTION 26 TOWNSHIP 4 NEW WESTMINSTER DISTRICT PLAN 40086

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Servicing
PRIORITY AGREEMENT		See attached

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SARBJOT SINGH LOCHAM, COVENANT

SUDERSHAN LOCHAM, COVENANT

JAGMOHAN KAUR LOCHAM, COVENANT

SUDERSHAN KAUR LOCHAM, COVENANT

CANGUARD MORTGAGE INVESTMENT CORPORATION INCORPORATION NO. BC0903876, PRIORITY

6. Transferee(s)

CITY OF DELTA
4500 CLARENCE TAYLOR CRESCENT
DELTA BC V4K 3E2

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

SARBJOT SINGH LOCHAM

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

SUDERSHAN LOCHAM

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

JAGMOHAN KAUR LOCHAM

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

SUDERSHAN KAUR LOCHAM

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

**CANGUARD MORTGAGE
INVESTMENT CORPORATION
INCORPORATION NO. BC0903876**
By its Authorized Signatory/ies

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF DELTA
By their Authorized Signatory

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT - PART 2

COVENANT – LU009583

(Section 219 *Land Title Act*)

WHEREAS:

- A. The Grantor is the registered owner of the Lands and wishes to develop the Lands including subdivision into new lots;
- B. Pursuant to the *Delta Development and Subdivision Standards Bylaw No. 8288, 2024*, the Grantor has delivered sufficient funds to the City as cash-in-lieu for Works and Services (as defined in the bylaw) to the Lands but the Grantor is aware that subdivision of the Lands will require certain Service Connections (as defined herein) for each of the new lots;
- C. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land in favour of a municipality; and
- D. The Grantor agrees to certain building restrictions for the Lands (and any subsequently-created new lots) until the requirements described herein have been met, and to grant to the City a covenant under section 219 of the *Land Title Act* on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Grantor by the City (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

- 1. Wherever used in this Agreement, including the recitals, unless there is something in the subject-matter or context inconsistent therewith, the following terms shall have the meanings ascribed to them:
 - (a) “**Agreement**” means the General Instrument - Part 1, the Terms of Instrument - Part 2 and any schedules attached hereto;
 - (b) “**City**” means the Transferee as set out in Item 6 of the attached General Instrument - Part 1;
 - (c) “**General Manager, Development**” means the City’s General Manager, Development and includes any other person authorized by the General Manager, Development or the City Council to act on behalf of the General Manager, Development;

- (d) **“Grantor”** means the Transferor(s) as set out in Item 5 of Part 1 of the attached General Instrument, other than any part(ies) identified therein as granting priority in relation to an existing charge, and where the Grantor consists of more than one person, the term “Grantor” shall mean all such persons jointly severally;
- (e) **“Lands”** means those certain lands and premises located within the City of Delta, in the Province of British Columbia more particularly described in Item 2 of the General Instrument - Part 1 attached hereto; and
- (f) **“Service Connections”** means all applicable municipal works and service connections (including, but not limited to, water, sanitary sewer and stormwater), all third-party utility providers’ works and services, and any other required servicing for the Lands (or any portion thereof including subdivided lots), required to the satisfaction of the City, acting reasonably, all in accordance with section 5.7 and other applicable sections of the *Delta Development and Subdivision Standards Bylaw No. 8288, 2024* (as may be amended or replaced from time to time).

2. THE GRANTOR AND THE CITY ACKNOWLEDGE AND AGREE that:

- (a) the Grantor has delivered to the City the sufficient cash-in-lieu funds (including a flat rate fee of \$40,000.00 plus \$1,100.00 per metre of frontage and related prescribed fees), for a total amount of \$172,605.00, representing the required amount for frontage Works and Services in relation to development application LU009583;
- (b) the City, in its sole discretion, will attend to the frontage Works and Services in a time and manner acceptable to the City; and
- (c) any development by the Grantor not contemplated by development application LU009583 will require a new development application with related review of requirements by the City.

3. THE GRANTOR COVENANTS AND AGREES with the City that:

- (a) the Grantor is aware that, should the Lands be subdivided, the subdivided new lots will require Service Connections;
- (b) the Grantor will not market any subdivided new lots as having Service Connections and will advise prospective buyers as to the Service Connections required;
- (c) the Grantor will not construct, nor permit to be constructed on the Lands, or any subdivided new lots, any buildings or structures; and
- (d) the City will not be under any obligation to issue any building permit,

until such time that:

- (e) all applicable documents, plans, confirmations, applications and fees for the Service Connections for the Lands (or the particular subdivided lot as the case may be) and any related items have been submitted by the Grantor to the City (in a form and manner satisfactory to the General Manager, Development, acting reasonably); and
 - (f) the City is satisfied with the development in accordance with the City's applicable bylaws, including the *City of Delta Official Community Plan 2024: Housing Our Future Bylaw No. 8400, 2024* and *Delta Building/Plumbing Bylaw No. 8065, 2021*, as they may be amended or replaced from time to time.
4. THE GRANTOR FURTHER COVENANTS AND AGREES with the City that:
- (a) the Grantor hereby releases the City and its elected officials, officers, and employees from, and agrees to save harmless and effectually indemnify the City and its elected officials, officers and employees against:
 - (i) all actions, judgments, proceedings, costs, damages (including economic loss, personal injury, death or property damage), expenses, claims, demands, assessments, penalties and fines (the "**Claims**") and by whomsoever brought, imposed or incurred by reason of, relating to or arising in connection with this Agreement, including, without limitation, any Claims relating to approval of a subdivision plan, issuance of a permit, environmental damage or pollution or the breach of any federal or provincial statute, regulation or order (except those caused by the gross negligence of the City, its elected officials, officers, and employees); and
 - (ii) all Claims by whomsoever brought, imposed or incurred by reason of any act or omission carried out by or not carried out by the City, its elected officials, officers, servants, agents or employees in the exercise or purported exercise of any of the rights or in compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the use or development of the Lands by this Agreement or its registration in the appropriate Land Title Office (except those caused by the gross negligence of the City, its elected officials, officers, and employees).
5. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
- (a) the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement;
 - (b) nothing contained or implied herein shall:

- (i) constitute or be construed as any permit or approval required by any bylaw or any public or private statute, order or regulation;
 - (ii) prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
 - (iii) exempt the Grantor from any duty to comply with any enactment of the federal, provincial or regional government or to obtain any approval or consent required by any of them or their respective agencies; or
 - (iv) cancel nor modify the responsibilities of the Grantor pursuant to any other covenant, right-of-way, permit or agreement entered into between the parties or registered against the Lands or any portion thereof;
- (c) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands (and apply to any lot(s) into which the Lands may be subdivided) as reasonably intended by this Agreement);
- (d) the benefit of all covenants made by the Grantor herein shall accrue solely to the City and all covenants and obligations imposed upon the Grantor herein, including but not limited to any release or indemnity provided herein, shall be binding on all future owners of the Lands or any lot(s) into which the Lands may be subdivided for so long as they are owners of the Lands and any such lot(s);
- (e) the City may, but shall in no way be obligated to:
- (i) enforce any or all of the provisions of this Agreement or exercise any or all of the rights granted herein;
 - (ii) amend this Agreement with the consent only of the owner of that portion of the Lands against which the amendment will be registered and without giving notice to or obtaining the consent of the owner of any other portion of the Lands and without affecting the rights and obligations of the owner of any other portion of the Lands; or
 - (iii) waive any requirements contained herein or discharge this Agreement from all or any portion of the Lands without giving notice to or obtaining the consent of the Grantor of that portion of the Lands for which this Agreement is being discharged or the owner of any other portion of the Lands from which this Agreement is not being discharged and without affecting the rights and obligations of the owner of any portion of the Lands from which this Agreement is not being discharged;

- (f) no failure by the City in exercising its rights hereunder or enforcing the Grantor's obligations hereunder and no waiver of any of the requirements herein shall in any way limit the City in, nor prevent the City from, later exercising its rights herein, or enforcing the Grantor's obligations in respect of any breaches of this Agreement which have occurred or which may occur, nor shall the City be deemed to have waived or become estopped from thereafter exercising any of its rights or enforcing any of the Grantor's obligations under this Agreement;
- (g) notwithstanding anything contained herein, no release of this Agreement prepared or filed in the Land Title Office for the purpose of releasing this Agreement from the title to the Lands or any lands into which the Lands have been subdivided shall cause or act as a waiver or release of any of the rights or obligations of the parties contained herein, other than those rights or obligations contained in paragraph 2 herein;
- (h) if any Section of this Agreement or any part of a Section is found to be unlawful or unenforceable, that part or Section, as the case may be, shall be considered separate and severable and the remaining parts or Sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law;
- (i) if any schedules are attached to this Agreement, such schedules attached hereto shall form part of this Agreement. Where reduced copies of any plan or sketch are attached as a schedule, reference may be made to the full size or original copy of such plan or sketch;
- (j) this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia;
- (k) references in this Agreement to any bylaws, statutes, regulations or other enactments are deemed to include and reference any subsequent amendments and/or replacements;
- (l) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Grantor consists of more than one person, the term "Grantor" shall mean all such persons jointly and severally;
- (m) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (n) the Grantor shall, at the expense of the Grantor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in

the Lower Mainland Land Title Office save and except those specifically approved in writing by the City or in favour of the City;

- (o) in accordance with the City's *Consolidated Fees Bylaw No. 7273, 2013* (as may be amended or replaced from time to time), the Grantor shall forthwith pay the City the requested non-refundable contribution to the legal expenses incurred by the City in relation to this Agreement; and
- (p) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.

[2025-07-15 - LU009583 Covenant Regarding Servicing Final \(00114505-6xE5E7D\).DOCX](#)

CONSENT AND PRIORITY AGREEMENT

CANGUARD MORTGAGE INVESTMENT CORPORATION INCORPORATION NO. BC0903876 **(the "Prior Charge Holder")** is the holder of a MORTGAGE and ASSIGNMENT OF RENTS registered under numbers CB1577824 and CB1577825 **(collectively, the "Prior Charge")** against title to the land charged by this instrument.

Pursuant to Section 207 of the *Land Title Act*, RSBC 1996, c. 250, in consideration of the premises and the sum of One Dollar now paid to the Prior Charge Holder by the City of Delta (the receipt and sufficiency of which is hereby acknowledged), the Prior Charge Holder:

1. consents to the granting and registration of the COVENANT listed in Item 3 of the attached General Instrument – Part 1 **(the "Subsequent Charge")**;
2. postpones its right, title and interest in the land as if the Subsequent Charge had been registered against title to the land prior to the grant or registration of the Prior Charge or the advance of any money under the Prior Charge; and
3. acknowledges and agrees that the Subsequent Charge will be binding upon the Prior Charge Holder's interest in the land.

IN WITNESS WHEREOF the Prior Charge Holder has executed this Agreement in Item 8 of the General Instrument - Part 1 to which this Agreement is attached.

November 5, 2025

VIA E-MAIL & REGULAR MAIL

SARVJOT@LOCHAMBUILDERS.COM

Reply to: Jeremy M. Poole
Direct Line: 604.484.1722
Direct Fax: 604.484.9722
E-mail: jpoole@ahbl.ca
Matter No.: 1100262

Locham Builders
11138 80A Avenue
Delta, BC V4C 1Y5

Attention: Sarbjot Singh Locham

Dear Sirs/Mesdames:

Re: Communications with Delta Employees and Elected Officials

I write with respect to your communications to me following my letter to you of August 1, 2025.

The purpose of my letter was to respond to repeated and excessive communication on your part with City staff. My current understanding from the City is that the matters to do with your development application are now essentially concluded subject to payment of an increased Translink development cost charge. The necessary documents for the subdivision have been executed by the City and are with your lawyer. There are no further steps to be taken by the City on this.

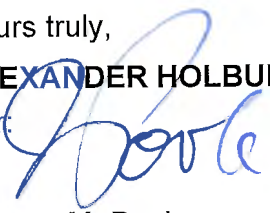
I also understand that you have been requesting to appear as a delegation before City Council to raise issues with your development application. The City does not view the delegation process as being appropriate for a development applicant seeking to revisit decisions made by staff or Council by way of presentation to City Council. If you have concerns about decisions made by City staff or the development approval given by Council, then the City would encourage you to seek appropriate legal advice to determine what your available legal remedies might be. It is not a matter on which the City sees the need for any further communication with you as the decisions made and the reasons for same have been communicated to you.

The position taken by the City with respect to communication on your development application is not intended to be an infringement on your ability to communicate with Mayor and Council on governance and policy matters more generally.

Yours truly,

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Per:


Jeremy M. Poole
Partner
JMP



Sarbjot Locham <sarvjot@lochambuilders.com>

Request for Servicing Agreement to Facilitate LU009583 Registration

Marcy Sangret <MSangret@delta.ca>

Thu, Jul 10, 2025 at 7:08 AM

To: "sarvjot@lochambuilders.com" <sarvjot@lochambuilders.com>

Cc: Doreann Mayhew <DMayhew@delta.ca>, Emily Paterson <EPaterson@delta.ca>, Donny van Dyk <DvanDyk@delta.ca>, Mayor & Council <Mayor-Council@delta.ca>

Sarbjot,

Further to our telephone conversation on July 3, below is a summary of our discussion:

Servicing Agreement:

There is no requirement for a Servicing Agreement; however, you have requested a Servicing Agreement be prepared and registered for the benefit of your lender and future owners of the lots. The Servicing Agreement is being drafted and a copy will be provided to you once ready, with instructions for execution by all registered owners.

Request for Review of Cash-in-lieu Charge:

We acknowledge your dispute of the amount of cash-in-lieu paid for frontage works, which is a calculation based on the length of road frontage. The process to have this matter reviewed is to submit your claim for review and any supporting documents through the process outlined on our website at [Making a Claim | City of Delta](#)

Your request will be adjudicated and a decision made. This process can be undertaken separately and should not hold up registration of the subdivision plan by your lawyer.

Planner Reassignment Request:

Emily Paterson will continue to be the planner assigned to this file. Emily should be your point of contact moving forward. I understand that she has already been in touch with you with an update on the Servicing Agreement timeline.

Marcy

**Marcy Sangret**

Deputy City Manager | City of Delta

Office: 604-946-3219 | Email: msangret@delta.ca

The City of Delta acknowledges that we are on the shared, traditional, ancestral, and unceded territories of the scəw'aθən (Tsawwassen), xʷməθkʷəy̓əm (Musqueam), and other Coast Salish Peoples. We extend our appreciation to these First Nations for the opportunity to enjoy this land together.

From: Sarbjot Locham <sarvjot@lochambuilders.com>

Sent: July 3, 2025 11:22 AM

To: Doreann Mayhew <DMayhew@delta.ca>; Marcy Sangret <MSangret@delta.ca>; Mayor George Harvie <mayorharvie@delta.ca>; Donny van Dyk <DvanDyk@delta.ca>

Subject: Re: Request for Servicing Agreement to Facilitate LU009583 Registration

Warning: This email came from outside the City of Delta. If the sender is not known, please do not open links or attachments. Contact the Service Desk (3215) if unsure of this email.

[Quoted text hidden]



City of Delta
Development

Item 12

MEMORANDUM

I hereby certify this to be a true copy
of the original document, which has not
been altered in any way.

Dated at Delta, British Columbia

September 9, 2025
(date)

M. Jansson

Michelle Jansson
City Clerk

To: Mayor and Council
From: Doreann Mayhew, P.Eng
General Manager, Development
Date: August 22, 2024
Subject: Final Consideration and Adoption of Bylaw No. 8385 at
11118, 11128 and 11138 80A Avenue (Locham)
File No.: LU009583
cc: Donny van Dyk, City Manager

The following report has been reviewed and endorsed by the City
Manager's Office.

▪ RECOMMENDATIONS:

- A. THAT Bylaw No. 8384 be abandoned.
- B. THAT Bylaw No. 8385 be finally considered and adopted.

▪ BACKGROUND:

This application involves a proposal to rezone the subject properties to allow subdivision into five single detached residential lots, each with an in-ground basement, a secondary suite and a coach home. The proposal would enable a two-phased subdivision of the properties from three to five lots. Phase 1 would consist of subdivision of the subject properties from three lots into four lots. Proposed Lot 4 would accommodate an existing residence for the owners to reside in while Lots 1, 2 and 3 are being developed. Phase 2 would consist of further subdivision of Lot 4 into two lots, resulting in a total of five single detached residential lots upon completion of the second subdivision. Following completion of Phases 1 and 2, proposed Lots 1, 2, 4 and 5 would measure 468 m² (5,038 ft²) in area and proposed Lot 3 would measure 467 m² (5,027 ft²) in area. Proposed Lots 1 to 5 would have lot widths ranging from 11.8 m (38.7 ft) to 12.5 m (41 ft) and average lot depths ranging from 37.6 m (123 ft) to 40.2 m (132 ft).

The owners have provided the required fees and cash-in-lieu to address the requirements for final adoption. Lot grading and servicing requirements (excluding road restoration and third party utility servicing) would be completed at building permit.



Bylaw No. 8384 (Attachment A) would have amended former "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985" to allow for the density of the proposed subdivision. The proposal is now consistent with the Small Scale Residential (SSR) land use designation in "City of Delta Official Community Plan 2024: Housing Our Future Bylaw No. 8400, 2024". As such, an OCP amendment is no longer required and it is recommended that Bylaw No. 8384 be abandoned.

Bylaw No. 8385 (Attachment B) would rezone the subject properties from Single Detached Residential 2 (RS2) to Comprehensive Zone No. 40 (CDZ40) to permit subdivision from three to five lots in two phases.

- First and Second Readings: March 18, 2024
- Public Hearing: April 8, 2024
- Third Reading: April 8, 2024

A project data table and an excerpt of the meeting minutes from the April 8, 2024 Meeting are provided as Attachments C and D, respectively.

The owners have satisfied the requirements for final consideration and adoption of Bylaw No. 8385.

D. Mayhew

Doreann Mayhew, P.Eng
General Manager, Development

Department submission prepared by: Emily Paterson, Planner and Hayley Burns, Planner
EP/HB/ph

▪ **ATTACHMENTS:**

- A. Bylaw No. 8384
- B. Bylaw No. 8385
- C. Project Data Table
- D. Excerpt of Minutes from April 8, 2024 Meeting

CITY OF DELTA

BYLAW NO. 8384

***A Bylaw to amend "The Corporation of Delta
Official Community Plan Bylaw No. 3950, 1985"***

WHEREAS the Council of the City of Delta has adopted an Official Community Plan pursuant to Section 472 of the *Local Government Act*:

NOW THEREFORE, the Council of the City of Delta in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as **"The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (LU009583) Bylaw No. 8384, 2024"**.
2. Schedule C.1, of "The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985", as amended, is hereby further amended by changing the land use designation of the lands outlined in bold and marked "Subject Properties" on Schedule 8384-1 to this bylaw from Single Family Residential (SFR) to Residential Ground-Oriented (North Delta) (RG(ND)) and amending the North Delta Future Land Use Plan and the North Delta Future Land Use Plan inset on the Future Land Use Plan in Schedule A accordingly.

READ A FIRST time the 18th day of **March,** **2024.**

READ A SECOND time the 18th day of **March,** **2024.**

PUBLIC HEARING Held the 8th Day of **April,** 2024.

READ A THIRD time the 8th day of **April,** 2024.

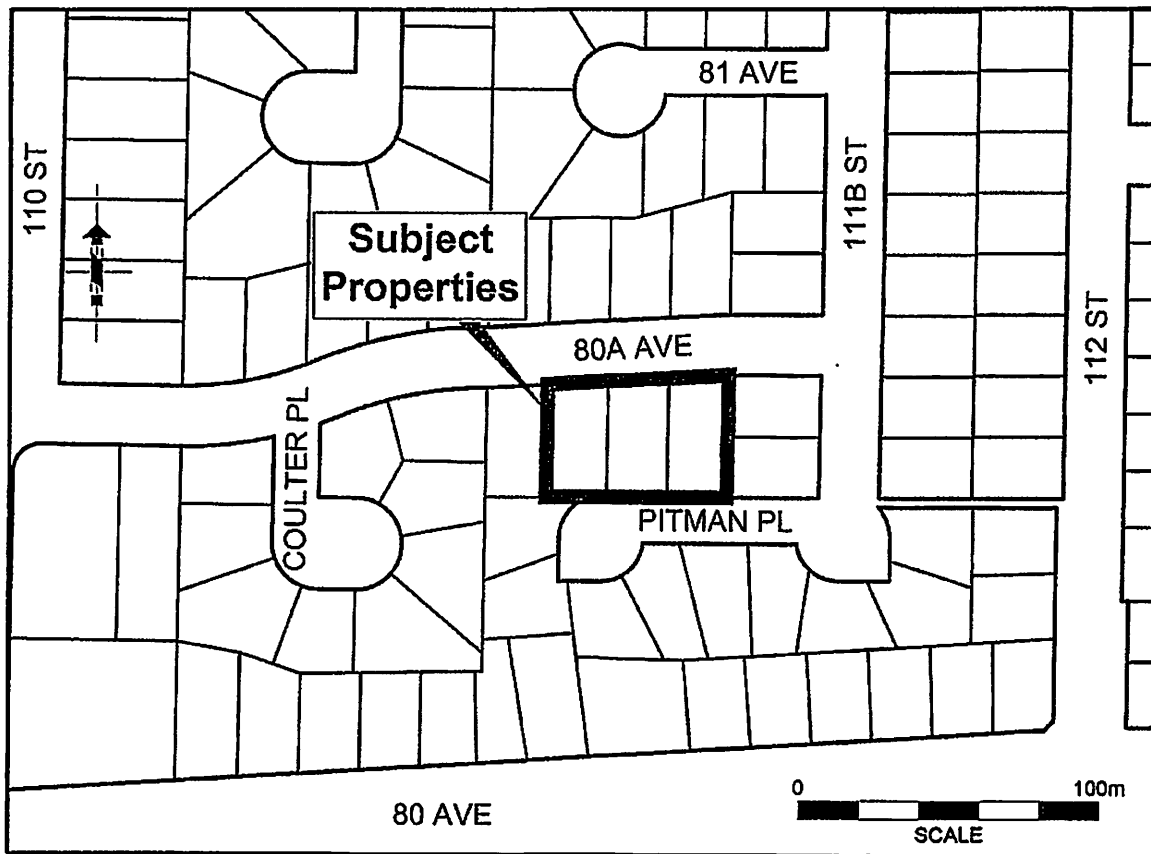
FINALLY CONSIDERED AND ADOPTED the day of 2024.

George V. Harvie
Mayor

Michelle Jansson, CMC
City Clerk

Bylaw No. 8384

- 2 -



This is Schedule 8384-1 to
"The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985
Amendment (LU009583) Bylaw No. 8384, 2024"

Legal: PID: 002-330-091

Lot 344 Section 26 Township 4 New Westminster District Plan 40086

Legal: PID: 004-897-528

Lot 343 Section 26 Township 4 New Westminster District Plan 40086

Legal: PID: 004-897-510

Lot 342 Section 26 Township 4 New Westminster District Plan 40086

CITY OF DELTA

BYLAW NO. 8385

A Bylaw to amend "Delta Zoning Bylaw No. 7600, 2017"

As required by the Local Government Act, the Council of the City of Delta posted and published notice of its intention to consider first, second and third readings of the Bylaw

The Council of the City of Delta in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as **"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024"**.

2. "Delta Zoning Bylaw No. 7600, 2017", as amended is hereby further amended by:

"(a)" inserting "40 Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024" in the correct numerical order in Section 19.2 LIST OF COMPREHENSIVE DEVELOPMENT ZONES AND AMENDMENT BYLAWS in Part 19; and

"(b)" The Zoning Maps in Section 22.1 of "Delta Zoning Bylaw No. 7600, 2017", as amended, are hereby further amended to reflect the following rezoning:

Civic: 11118 80A Avenue Delta B.C.

PID: 002-330-091

Legal: Lot 344 Section 26 Township 4 New Westminster District Plan 40086

Civic: 11128 80A Avenue Delta B.C.

PID: 004-897-528

Legal: Lot 343 Section 26 Township 4 New Westminster District Plan 40086

Civic: 11138 80A Avenue Delta B.C.

PID: 004-897-510

Legal: Lot 342 Section 26 Township 4 New Westminster District Plan 40086

Being the subject properties as shown in Schedule "A" attached to and forming part of this Bylaw.

From: "Single Detached Residential 2 (RS2)" under "Delta Zoning Bylaw No. 7600, 2017"

Bylaw No. 8385

- 2 -

To: "Comprehensive Development Zone 40 (CDZ 40)" under "Delta Zoning Bylaw No. 7600, 2017"

(c) Inserting the map attached hereto as Schedule "B" to the Zoning Maps in Section 22.2 of "Delta Zoning Bylaw No. 7600, 2017", as amended.

(d) Inserting the following zone in numerical order in Part 19

"COMPREHENSIVE DEVELOPMENT ZONE NO. 40"

1. APPLICATION OF THIS ZONE

For the purpose of Part 6, Part 7 and Part 8, this *zone* shall be considered a residential *zone*

2. PERMITTED USES:

Subject to Section 4.3 Conditional Use of Land, the following uses and no other uses shall be permitted:

PRINCIPAL USES

Single detached dwelling

ACCESSORY USES

Coach house, accessory to a single detached dwelling

Secondary Suite, accessory to a single detached dwelling

Home occupation, accessory to single detached dwelling

3. DENSITY

(a) Maximum total *floor area* permitted on a *lot* shall be:

lot area x floor space ratio of 0.65.

(b) Despite 6.2.17(a)(ii) (2) and (3), the following floor areas shall be excluded from calculation of *floor space ratio*:

- i. the total *floor area* of *accessory structures*, up to a maximum of 20 m² may be combined with the total area of a detached *garage* which will accommodate more than one *parking space* up to a maximum of 42 m² provided such floor area is used solely for the purpose of access and storage area.

4. LOT COVERAGE

Maximum *lot coverage* shall be 48%.

5. MAXIMUM IMPERMEABLE AREA

Despite Section 6.2.18, not more than 65% of the total area of the *lot* shall be covered by *impermeable material*, excluding swimming pools, except for

Bylaw No. 8385

- 3 -

the westernmost lot shown as shaded on Schedule "B", in which case the maximum impermeable area shall be 79%.

6. SETBACKS

(a) Minimum setbacks shall be:

	Principal Structure	Accessory Structure
Front (80A Avenue)	4 m	25 m
Interior Side	1.5 m except that when a lot has two <i>interior side lot lines</i> , one interior side setback may be reduced to 1.2 m, in which case no projections are permitted except for eaves and gutters To no closer than 0.9 m from the <i>interior side lot line</i>	1 m
Exterior Side	3.5 m for 25% of the <i>building length</i> and 1.5 m for the remainder of the <i>building length</i>	1.5 m
Rear	6.7 m	1.5 m

(b) Subject to Subsections 6 (c) to (g) below, *permitted projections* identified in the table below may encroach into the required minimum *setback* areas as follows:

i. For a *principal structure*:

Permitted Projection	Front Setback	Rear Setback	Interior Side Setback	Exterior Side Setback
Exterior steps and ramps	Provided that they connect the <i>first storey</i> to <i>finished grade</i>	Permitted in the required <i>rear setback</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	Provided that they connect the <i>first storey</i> to <i>finished grade</i>

Eaves and gutters	To no closer than 3.5 m from the <i>front lot line</i>	To no closer than 6.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	To no closer than 0.9 m from the <i>exterior side lot line</i>
Unenclosed balconies, chimneys, porches and sundecks	To no closer than 3.5 m from the <i>front lot line</i>	By no more than 1.2 m and to no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Bay and box windows and hatches	To no closer than 3.5 m from the <i>front lot line</i>	To no closer than 6.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Window wells*	To no closer than 3.1 m from the <i>front lot line</i>	To no closer than 5.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Basement access depressions*	Not permitted in the required <i>front setback</i>	By no more than 4 m and To no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment

*as measured to the outside of the *retaining wall*.

ii. For an *accessory structure*:

<i>Permitted Projection</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Interior Side Setback</i>	<i>Exterior Side Setback</i>
Exterior steps and ramps	Provided that they connect the <i>first storey</i> to <i>finished grade</i>	To no closer than 0.9 m from the <i>rear lot line</i>	No encroachment	Provided that they connect the <i>first storey</i> to <i>finished grade</i>
Eaves and gutters	To no closer than 24 m from the <i>front lot line</i>	To no closer than 0.6 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	To no closer than 0.9 m from the <i>exterior side lot line</i>

Bylaw No. 8385

- 5 -

Unenclosed balconies, chimneys, porches and sun decks	To no closer than 24.4 m from the <i>front lot line</i>	By no more than 0.9 m and to no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	No encroachment
Bay and box windows and hutches	To no closer than 24.4 m from the <i>front lot line</i>	To no closer than 0.9 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	No encroachment

- (c) The total width of *permitted projections* measured parallel to the *building face*
- shall not exceed 33% of the width of the respective face of the *building* at the front, rear or exterior side, and
 - shall not exceed 25% of the width of the respective face of the *building* at the interior side.
- (d) A bay or a box window or a hutch shall not exceed a length of 2.4 m.
- (e) Exterior steps that encroach closer than 5.5 m to the *rear lot line* shall not exceed 0.9 m in width.
- (f) Despite Subsection (c),
- eaves and gutters may extend across the full face of the *building*, and
 - unenclosed covered porches may extend across the full face of a *building* in the front *setback area*.
- (g) No *permitted projection* shall encroach onto, into or over any easement or statutory right of way.

7. HEIGHT

Maximum height shall be:

	<i>Principal Structure</i>	<i>Accessory Structure</i>
<i>Maximum Storeys</i>	2.5	2
<i>Maximum height to mid-roof or the top of a flat roof</i>	8.3 m	7.3
<i>Maximum height to roof ridge for a pitched roof</i>	10.8 m	9.8

8. MINIMUM LOT SIZE FOR SUBDIVISION

Lot Area	330 m ²
Lot Width	10 m
Average Lot Depth	33 m

9. OFF-STREET PARKING

- (a) A minimum of 2 *parking* spaces of all the required-off-street *parking* spaces shall be contained within a *garage*.

Despite 8.4.2, the required parking spaces for each dwelling unit shall be:

Single Detached Dwelling	1 space
Secondary Suite	1 space
Coach House	1 space

10. OTHER REGULATIONS

- (a) A maximum of 1 *single detached dwelling* and 1 *coach house* shall be permitted on each *lot*.
- (b) A *garage* shall only be contained within an *accessory building*.
- (c) The maximum *gross floor area* of an *accessory building*, including a *garage*, shall be 118 m².
- (d) Despite Section 8.2.7, a driveway may be located as close as 0 m (0 ft) for the westernmost lot shown as shaded on Schedule "B".

Bylaw No. 8385

- 7 -

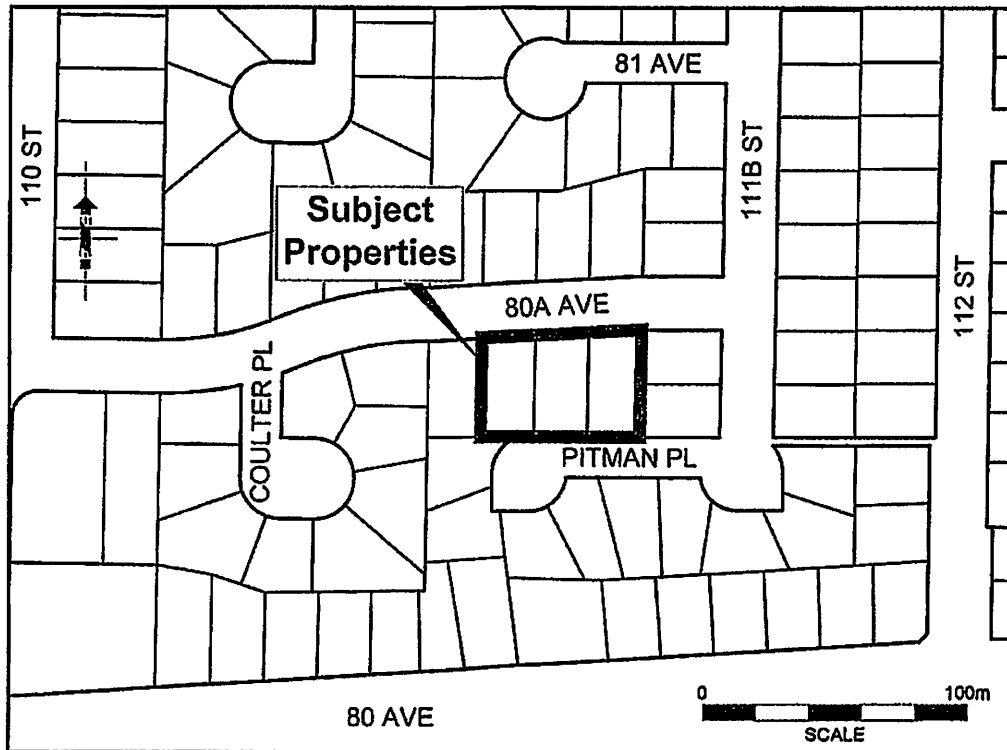
READ A FIRST time the	18 th	day of	March,	2024.
READ A SECOND time the	18 th	day of	March,	2024.
PUBLIC HEARING Held the	8 th	Day of	April,	2024.
READ A THIRD time the	8 th	day of	April,	2024.
FINALLY CONSIDERED AND ADOPTED the		day of		2024.

George V. Harvie
Mayor

Michelle Jansson, CMC
City Clerk

Bylaw No. 8385

- 8 -



This is Schedule "A" to
"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 - LU009583) Bylaw No. 8385,
2024"

Bylaw No. 8385

- 9 -



This is Schedule "B" to
"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 - LU009583) Bylaw No. 8385,
2024"

Project Data for 11118, 11128 and 11138 80A Avenue (LU009583)

Owners	Sarbjot, Jagmohan and Sudershan Locham	
Applicant	Joe Muego, Hearth Architectural Inc.	
Application Date	June 7, 2023	
	Existing	Proposed
Regional Growth Strategy Designation	General Urban	No change
OCP Designation (Bylaw 8400, 2024):	Small Scale Residential (SSR)	No change
Maximum Allowable Density	18 uph (7 upa)	62 uph (25 upa)
Density	13 uph (5 upa)	43 uph (17 upa)
Zoning	Single Detached Residential 2 (RS2)	Comprehensive Development Zone 40 (CDZ40)
No. of Lots	3	5
Lot Area	11118 80A Avenue: 760 m ² (8,181 ft ²) 11128 80A Avenue : 781 m ² (8,407 ft ²) 11138 80A Avenue: 797 m ² (8,579 ft ²)	Lots 1, 2, 4 & 5: 468 m ² (5,038 ft ²) Lot 3: 467 m ² (5,027 ft ²)
Lot Width	11118, 11128 and 11138 80A Avenue: 20.2 m (66 ft)	Lot 1: 12.5 m (41 ft) Lot 2: 12.3 m (40 ft) Lot 3: 12 m (39 ft) Lot 4: 11.9 m (39 ft) Lot 5: 11.8 m (38.7 ft)
Average Lot Depth	11118: 37.8 m (124 ft) 11128: 38.9 m (128 ft) 11138: 40 m (131 ft)	Lot 1: 37.6 m (123 ft) Lot 2: 38.3 m (126 ft) Lot 3: 38.9 m (128 ft) Lot 4: 39.6 m (130 ft) Lot 5: 40.2 m (132 ft)

	Permitted under RS2 Zone	Proposed under CDZ40
Maximum Floor Area	Single Detached Dwelling: 11118: 321 m² (3,455 ft²)* 11128: 327.3 m² (3,523 ft²)* 11138: 332 m² (3,574 ft²)* *plus additional in-ground basement floor area, subject to zoning regulations at time of building permit	Lot 1: Single detached dwelling: 246.4 m² (2,652 ft²) In-Ground Basement: 131.4 m² (1,414 ft²) Coach House: 54.8 m² (589.9 ft²) Total Floor Area: 301.2 m² (3,242 ft²) Lots 2-5: Single detached dwelling: 247.7 m² (2,666 ft²) In-Ground Basement: 131.1 m² (1,411 ft²) Coach House: 55.3 m² (595.2 ft²) Total Floor Area: 303 m² (3,261 ft²)
Secondary Suite	Yes	Yes
Coach House	Not permitted	Yes
Maximum No. of Storeys	2.5	Principal dwelling: 2.5 storeys Coach House: 2 storeys
Maximum Building Height to: Principal Structure: Roof Ridge Mid-Roof	9.5 m (31.2 ft) 8 m (26.2 ft)	10.8 m (35.4 ft) 8.3 m (27.2 ft)
Accessory Structure Roof Ridge Mid-Roof	3.75 m (12.3 ft) 3 m (10 ft)	9.8 m (32 ft) 7.3 m (24 ft)
Lot coverage	45%	48%
Maximum Impermeable Area	60%	Lot 1: 79%* Lots 2-5: 65%* *includes driveways
Off-Street Parking: Single Detached Dwelling Secondary Suite Coach House	2 spaces (50% enclosed) 1 space Not applicable	1 space (100% enclosed) 1 space (100% enclosed) 1 space
Accessory Structure	Yes	No

Tree Retention, Removal and Replacement	Required	Proposed
<u>Total Trees: 12</u> 5 on-site and 3 off-site 4 municipal trees <u>Trees to be Removed: 7</u> 5 on-site and 2 municipal trees, 1 to be removed and 1 to be relocated (including 1 large diameter tree (60+cm DBH)) <u>Trees to be Retained: 5</u> 0 on-site and 2 off-site 3 municipal trees	<u>Replacement:</u> 11 trees OR \$11,200	<u>Replacement:</u> 10 trees to be planted plus \$1,050 cash-in-lieu <u>Replacement Security:</u> As per "Delta Tree Protection and Regulation Bylaw No. 7969, 2021"
Street Trees	Required	Proposed
One tree for every 9 m (30 ft) of street abutting the property	\$6,760 cash-in-lieu for 13 street trees (\$520 per tree to cover costs for purchase, installation and establishment of trees)	\$6,760

Minutes – Regular Council – April 8, 2024

MOVED By Cllr. Binder,
SECONDED By Cllr. Boisvert, **THAT** The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (LU009583) Bylaw No. 8384, 2024 be given third reading.

CARRIED UNANIMOUSLY
Resolution No. R24/7-04

MOVED By Cllr. Binder,
SECONDED By Cllr. Boisvert, **THAT** Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024 be given third reading.

CARRIED UNANIMOUSLY
Resolution No. R24/7-05

RESOLUTION TO RESOLVE INTO COMMITTEE OF THE WHOLE

MOVED By Cllr. Binder,
SECONDED By Cllr. Johal, **THAT** Council resolve into Committee of the Whole (0:13 p.m.)

CARRIED UNANIMOUSLY
Resolution No. R24/7-06

RESOLUTION TO ENDORSE THE AGENDA OF THE COMMITTEE OF THE WHOLE

MOVED By Cllr. Dosanjh,
SECONDED By Cllr. Kruger, **THAT** the April 8, 2024 Agenda for Committee of the Whole be endorsed

CARRIED UNANIMOUSLY
Resolution No. R24/7-07

PRESENTATIONS

2. Day of Mourning for Workers Killed and Injured on the Job

Report by the Human Resources Department dated March 26, 2024 regarding Day of Mourning – April 23, 2024 and correspondence from New Westminster and District Labour Council and CUPE 454 refers

Sam Abulail, President, CUPE 454, spoke to the Day of Mourning for workers killed and injured on the job – April 23, 2024 and referenced statistics with regard to workplace injuries. S. Abulail spoke to the importance of education in prevention of workplace accidents and highlighted the City's commitment to safety in the workplace.



**EXTRACT OF THE MINUTES OF THE REGULAR MEETING OF
DELTA CITY COUNCIL HELD ON September 9, 2024**

12. Memorandum from the General Manager, Development dated August 22, 2024 regarding **Final Consideration and Adoption of Bylaw No. 8385 at 11118, 11128 and 11138 80A Avenue (Locham)**. (File: BL 8385; LU009583)

MOVED By Cllr. Kruger,
SECONDED By Cllr. Johal,

THAT the Memorandum from the General Manager, Development dated August 22, 2024 regarding Final Consideration and Adoption of Bylaw No. 8385 at 11118, 11128 and 11138 80A Avenue (Locham) be received for information.

CARRIED UNANIMOUSLY
Resolution No. R24/15-24

MOVED By Cllr. Kruger,
SECONDED By Cllr. Binder,

THAT The Corporation of Delta Official Community Plan Bylaw No. 3950, 1985 Amendment (LU009583) Bylaw No. 8384, 2024 be abandoned.

CARRIED UNANIMOUSLY
Resolution No. R24/15-25

MOVED By Cllr. Kruger,
SECONDED By Cllr. Binder,

THAT Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024 be finally considered and adopted.

CARRIED UNANIMOUSLY
Resolution No. R24/15-26

Certified a true and correct extract of the
Minutes of the Regular Meeting of the Council
of the City of Delta held on September 9, 2024

Dated this 9th of September 2025.


Michelle Jansson, CMC
City Clerk

I hereby certify this to be a true copy
of the original document, which has not
been altered in any way.

Dated at Delta, British Columbia

September 9, 2025
(date)

CITY OF DELTA

BYLAW NO. 8385

Michelle Jansson
City Clerk

A Bylaw to amend "Delta Zoning Bylaw No. 7600, 2017"

As required by the Local Government Act, the Council of the City of Delta posted and published notice of its intention to consider first, second and third readings of the Bylaw

The Council of the City of Delta in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as **"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024"**.
2. "Delta Zoning Bylaw No. 7600, 2017", as amended is hereby further amended by:
 - "(a)" inserting "40 Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 – LU009583) Bylaw No. 8385, 2024" in the correct numerical order in Section 19.2 LIST OF COMPREHENSIVE DEVELOPMENT ZONES AND AMENDMENT BYLAWS in Part 19; and
 - "(b)" The Zoning Maps in Section 22.1 of "Delta Zoning Bylaw No. 7600, 2017", as amended, are hereby further amended to reflect the following rezoning:

Civic: 11118 80A Avenue Delta B.C.

PID: 002-330-091

Legal: Lot 344 Section 26 Township 4 New Westminster District Plan 40086

Civic: 11128 80A Avenue Delta B.C.

PID: 004-897-528

Legal: Lot 343 Section 26 Township 4 New Westminster District Plan 40086

Civic: 11138 80A Avenue Delta B.C.

PID: 004-897-510

Legal: Lot 342 Section 26 Township 4 New Westminster District Plan 40086

Being the subject properties as shown in Schedule "A" attached to and forming part of this Bylaw.

From: "Single Detached Residential 2 (RS2)" under "Delta Zoning Bylaw No. 7600, 2017"

To: "Comprehensive Development Zone 40 (CDZ 40)" under "Delta Zoning Bylaw No. 7600, 2017"

(c) Inserting the map attached hereto as Schedule "B" to the Zoning Maps in Section 22.2 of "Delta Zoning Bylaw No. 7600, 2017", as amended.

(d) Inserting the following zone in numerical order in Part 19

"COMPREHENSIVE DEVELOPMENT ZONE NO. 40"

1. APPLICATION OF THIS ZONE

For the purpose of Part 6, Part 7 and Part 8, this *zone* shall be considered a residential *zone*

2. PERMITTED USES:

Subject to Section 4.3 Conditional Use of Land, the following uses and no other uses shall be permitted:

PRINCIPAL USES

Single detached dwelling

ACCESSORY USES

Coach house, accessory to a single detached dwelling

Secondary Suite, accessory to a single detached dwelling

Home occupation, accessory to single detached dwelling

3. DENSITY

(a) Maximum total *floor area* permitted on a *lot* shall be:

lot area x floor space ratio of 0.65.

(b) Despite 6.2.17(a)(ii) (2) and (3), the following floor areas shall be excluded from calculation of *floor space ratio*:

- i. the total *floor area* of *accessory structures*, up to a maximum of 20 m² may be combined with the total area of a detached *garage* which will accommodate more than one *parking space* up to a maximum of 42 m² provided such floor area is used solely for the purpose of access and storage area.

4. LOT COVERAGE

Maximum *lot coverage* shall be 48%.

5. MAXIMUM IMPERMEABLE AREA

Despite Section 6.2.18, not more than 65% of the total area of the *lot* shall be covered by *impermeable material*, excluding swimming pools, except for the westernmost lot shown as shaded on Schedule "B", in which case the maximum impermeable area shall be 79%.

6. SETBACKS

(a) Minimum *setbacks* shall be:

	<i>Principal Structure</i>	<i>Accessory Structure</i>
Front (80A Avenue)	4 m	25 m
Interior Side	1.5 m except that when a lot has two <i>interior side lot lines</i> , one interior side setback may be reduced to 1.2 m, in which case no projections are permitted except for eaves and gutters To no closer than 0.9 m from the <i>interior side lot line</i>	1 m
Exterior Side	3.5 m for 25% of the <i>building length</i> and 1.5 m for the remainder of the <i>building length</i>	1.5 m
Rear	6.7 m	1.5 m

(b) Subject to Subsections 6 (c) to (g) below, *permitted projections* identified in the table below may encroach into the required minimum *setback* areas as follows:

i. For a *principal structure*:

<i>Permitted Projection</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Interior Side Setback</i>	<i>Exterior Side Setback</i>
Exterior steps and ramps	Provided that they connect the <i>first storey</i> to <i>finished grade</i>	Permitted in the required <i>rear setback</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	Provided that they connect the <i>first storey</i> to <i>finished grade</i>

Eaves and gutters	To no closer than 3.5 m from the <i>front lot line</i>	To no closer than 6.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	To no closer than 0.9 m from the <i>exterior side lot line</i>
Unenclosed balconies, chimneys, porches and sundecks	To no closer than 3.5 m from the <i>front lot line</i>	By no more than 1.2 m and to no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Bay and box windows and hutches	To no closer than 3.5 m from the <i>front lot line</i>	To no closer than 6.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Window wells*	To no closer than 3.1 m from the <i>front lot line</i>	To no closer than 5.2 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment
Basement access depressions*	Not permitted in the required <i>front setback</i>	By no more than 4 m and To no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.9 m from the <i>interior side lot line</i>	No encroachment

*as measured to the outside of the *retaining wall*.

ii. For an *accessory structure*:

Permitted Projection	Front Setback	Rear Setback	Interior Side Setback	Exterior Side Setback
Exterior steps and ramps	Provided that they connect the <i>first storey</i> to <i>finished grade</i>	To no closer than 0.9 m from the <i>rear lot line</i>	No encroachment	Provided that they connect the <i>first storey</i> to <i>finished grade</i>
Eaves and gutters	To no closer than 24 m from the <i>front lot line</i>	To no closer than 0.6 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	To no closer than 0.9 m from the <i>exterior side lot line</i>

Unenclosed balconies, chimneys, porches and sundecks	To no closer than 24.4 m from the <i>front lot line</i>	By no more than 0.9 m and to no closer than 5.5 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	No encroachment
Bay and box windows and hutches	To no closer than 24.4 m from the <i>front lot line</i>	To no closer than 0.9 m from the <i>rear lot line</i>	To no closer than 0.6 m from the <i>interior side lot line</i>	No encroachment

- (c) The total width of *permitted projections* measured parallel to the *building face*
- shall not exceed 33% of the width of the respective face of the *building* at the front, rear or exterior side, and
 - shall not exceed 25% of the width of the respective face of the *building* at the interior side.
- (d) A bay or a box window or a hutch shall not exceed a length of 2.4 m.
- (e) Exterior steps that encroach closer than 5.5 m to the *rear lot line* shall not exceed 0.9 m in width.
- (f) Despite Subsection (c),
- eaves and gutters may extend across the full face of the *building*, and
 - unenclosed covered porches may extend across the full face of a *building* in the front *setback area*.
- (g) No *permitted projection* shall encroach onto, into or over any easement or statutory right of way.

7. HEIGHT

Maximum height shall be:

	Principal Structure	Accessory Structure
Maximum Storeys	2.5	2
Maximum height to mid-roof or the top of a flat roof	8.3 m	7.3
Maximum height to roof ridge for a pitched roof	10.8 m	9.8

8. MINIMUM LOT SIZE FOR SUBDIVISION

Lot Area	330 m ²
Lot Width	10 m
Average Lot Depth	33 m

9. OFF-STREET PARKING

- (a) A minimum of 2 *parking* spaces of all the required-off-street *parking* spaces shall be contained within a *garage*.

Despite 8.4.2, the required parking spaces for each dwelling unit shall be:

Single Detached Dwelling	1 space
Secondary Suite	1 space
Coach Home	1 space

10. OTHER REGULATIONS

- (a) A maximum of 1 *single detached dwelling* and 1 *coach house* shall be permitted on each *lot*.
- (b) A *garage* shall only be contained within an *accessory building*.
- (c) The maximum *gross floor area* of an *accessory building*, including a *garage*, shall be 118 m².
- (d) Despite Section 8.2.7, a driveway may be located as close as 0 m (0 ft) for the westernmost lot shown as shaded on Schedule "B".

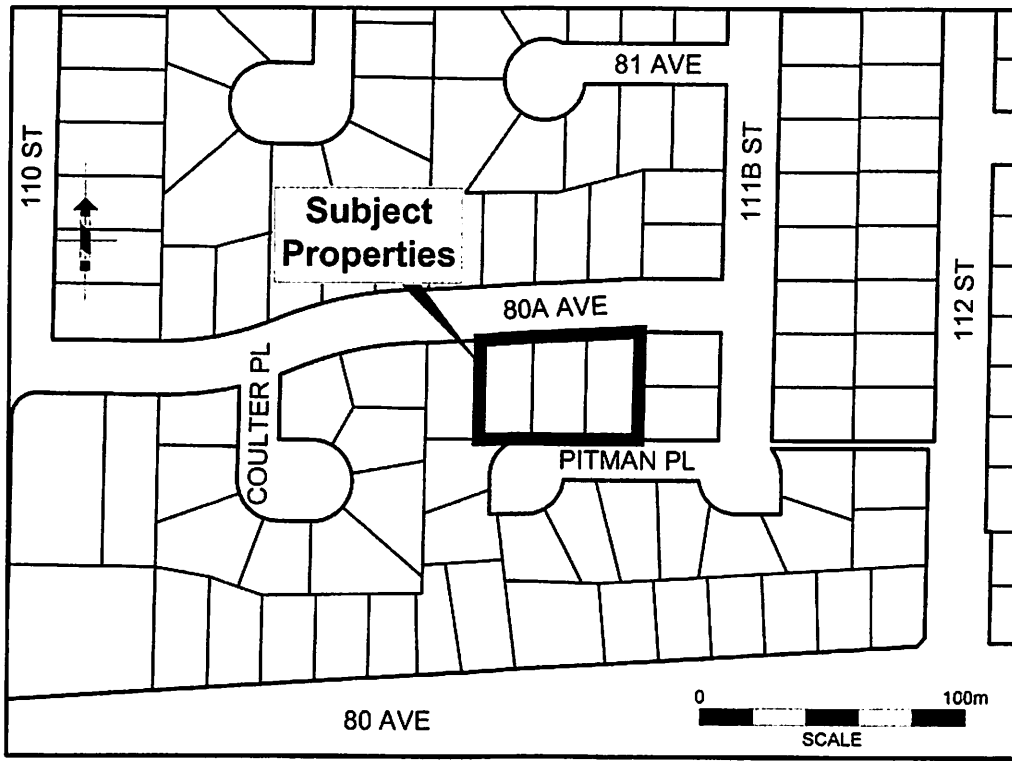
READ A FIRST TIME the	18 th	day of	March,	2024.
READ A SECOND TIME the	18 th	day of	March,	2024.
PUBLIC HEARING HELD the	8 th	day of	April,	2024.
READ A THIRD TIME the	8 th	day of	April,	2024.
FINALLY CONSIDERED and ADOPTED the	9 th	day of	September,	2024.



George V. Harvie
Mayor



Michelle Jansson, CMC
City Clerk



This is Schedule "A" to
"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 - LU009583)
Bylaw No. 8385, 2024"



This is Schedule "B" to
"Delta Zoning Bylaw No. 7600, 2017 Amendment (CDZ40 - LU009583)
Bylaw No. 8385, 2024"