# CITY OF GRAND FORKS SUBDIVISION, DEVELOPMENT & SERVICING BYLAW NO. 1970

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# THE CORPORATION OF THE CITY OF GRAND FORKS

# SUBDIVISION, DEVELOPMENT AND SERVICING BYLAW NO. 1970

A BYLAW TO REGULATE AND REQUIRE THE PROVISION OF WORKS AND SERVICES IN RESPECT TO THE SUBDIVISION, DEVELOPMENT AND SERVICING OF LAND WITHIN THE CORPORATION OF THE CITY OF GRAND FORKS.

**WHEREAS** pursuant to the Local Government Act, a local government may by bylaw, regulate and require the provision of works and services for the subdivision, development and servicing of land;

**NOW THEREFORE,** the Council of the Corporation of the City of Grand Forks, in open meeting, enacts as follows:

# PART 1 INTRODUCTION

# 1.1 Short Title

This bylaw may be cited as the "City of Grand Forks Subdivision, Development and Servicing Bylaw No. 1970, 2014."

#### 1.2 Repeal

The City of Grand Forks "Subdivision and Development Bylaw No. 1424, 1994", and all amendments thereto, is hereby repealed.

# PART 2 INTERPRETATION

#### 2.1 Purpose

The purpose of this bylaw is to establish standards for Works and Services which must be constructed and installed to service any Subdivision or Development of lands within the City of Grand Forks.

# 2.2 Definitions

"Application for Subdivision" means the information, documents, agreements, covenants and fees required for a Subdivision under this bylaw.

"Approval, Final" means the Approving Officer's affixation of his or her

signature to the Subdivision plan pursuant to the Land Title Act.

**"Approving Officer"** means the person appointed by the City as the Approving Officer under the Land Title Act, and includes his or her lawful designate.

**"Benefiting Lands"** means lands, other than lands that are the subject of the Owner's Application for Subdivision or Application for Development, that are capable of being connected to or serviced by Excess or Extended Services and are identified as such in a Latecomer Agreement.

**"Building Bylaw"** means the City of Grand Forks Building & Plumbing Bylaw No. 1964, 2013, as amended.

**"Building Inspector"** means the person appointed by the City as the Building Inspector under the Building Bylaw, and includes his or her lawful designates.

**"Building Permit"** means permission or authorization, in writing, by the Building Inspector to perform work regulated by the Building Bylaw and the British Columbia Building Code.

"Certificate of Acceptance" means a certificate issued by the City verifying that all conditions of this bylaw have been met by the Owner.

"Certificate to Proceed with Construction" means a notice issued by the Approving Officer authorizing the Owner to proceed with construction of the Works and Services.

"Certificate of Substantial Completion" means a certificate issued by the Consulting Engineer, certifying that Substantial Completion of all of the Works and Services has been achieved.

"Certificate of Total Completion" means a certificate issued by the Consulting Engineer, certifying that Total Completion of all of the Works and Services has been achieved.

"**Certified Irrigation Designer**" means an individual certified by the Irrigation Industry of British Columbia.

"Chief Administrative Officer" means the Chief Administrative Officer of the City, or designate.

"City" means the City of Grand Forks.

"City Engineer" means the Manager of Development & Engineering of the City, or his/her designate.

"Community Drainage System" means a system of works owned, operated and maintained by the Ministry of Transportation and Infrastructure or the City, designed and constructed to control the collection, conveyance and disposal of surface and other water.

**"Community Sewer System"** means a sanitary sewer or a system of sewage disposal works which is owned, operated and maintained by the City.

"Community Water System" means a system of waterworks which includes the water distribution and treatment facilities which are owned, operated or maintained by the City.

"Construct" or "Construction" means build, erect, install, repair, alter, add, enlarge, move, locate, re-locate, re-construct, upgrade, demolish, remove, excavate, or shore.

**"Consulting Engineer"** means a professional engineer, registered under the Engineers and Geoscientists Act.

"Contract Documents" means the contract documents between the Owner and its contractor in connection with the Construction of Works and Services.

**"Council"** means the Municipal Council of the Corporation of the City of Grand Forks.

"Cul-de-sac" means a highway with only one point of intersection with another and which terminates in a vehicular turning area.

"Day" means calendar day.

"**Design Drawings**" means the drawings identifying the Works and Services requirements of this bylaw, provided by the Owner and submitted to the City pursuant to an Application for Subdivision.

**"Develop"** or **"Development"** means any construction to which the Building Bylaw applies.

"Electrical Utility" means an electrical distribution system and includes all the structures, switchgear, transformers, poles, wires, cables, meters and related apparatus and facilities used in the receiving, distribution and measuring of electrical power and energy and which comprise the electrical distribution system. It also includes all land, easements, rights-of-way, buildings, vehicles, tools, or other things, which, by their necessity and usage, form an essential part of the electrical distribution system;

"Excess or Extended Services" means those Works and Services in respect

of:

a) a portion of a Highway system that will provide access to Benefiting Lands; and

b) a portion of a water, sewage or drainage system that will serve Benefiting Lands.

**"Estimated Cost of Works and Services"** means an estimate prepared by the Consulting Engineer that itemizes the fair market value of the Work and Services and which includes the value of all professional Fees for design, approvals, Construction period services and Record Drawings.

**"Fees"** means those fees payable to the City in connection with the Subdivision or Development of land, as prescribed by the City's "Grand Forks Development Cost Charge Bylaw No. 1425, 1994; "Planning Procedures and Fees Bylaw No. 1669, 2001; and Fees & Charges Bylaw No. 1958, 2014, as amended.

**"Frontage"** means that length of lot boundary which immediately adjoins a highway, other than a lane or walkway.

**"Highway"** means a street, road, lane, bridge, viaduct, walkway and any other way open to public use, but does not include an easement on private property.

"Highway Reservation Agreement" means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in the Local Government Act.

"Lane" means a highway more than 3 metres but not greater than 8 metres in width, intended to provide secondary access to parcels of land. A lane is not to be considered a partial street.

"Latecomer" means an Owner of Benefiting Lands who wishes to connect to or use Excess or Extended Services prior to the expiration of a Latecomer Agreement to which the Benefiting Lands are subject, provided that a Latecomer who makes an Application for Subdivision, or an Application for Development, with respect to the Benefiting Lands, will also be considered an "Owner" of a Parcel or proposed Parcel for the purpose of this bylaw.

**"Latecomer Agreement"** means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in Section 939 of the Local Government Act.

**"Latecomer Charges"** means those charges determined and imposed by the City and as defined by the Latecomer Agreement.

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**"Lot"** means a parcel of land, including Crown Land, which is legally defined either by registered plan or description.

#### "Maintenance Bond" means:

a) a deposit in the form of cash or a certified cheque provided for the Maintenance Period, or

b) an unconditional irrevocable standby letter of credit in a form satisfactory to the City, expiring no earlier than one year from the date of issuance and providing for a right of renewal unless the bond or letter of credit is perpetual, issued to the City by a branch of a chartered bank, credit union or trust company.

#### "Maintenance Period" means:

a) the period of one year from the date on which all obligations of the Owner and its Consulting Engineer(s) have been performed.

b) with respect to Works and Services that appear to be incomplete, defective or deficient during the Maintenance Period referred to in a) above, the period of one year from the date on which such Works and Services are completed or corrected.

**"MMCD"** means the most current edition of the Master Municipal Construction Documents.

**"Medical Health Officer"** means the official appointed under the Health Act who has jurisdiction over the area in which the Subdivision is located.

"Off-site Works and Services" means Works and Services that are directly attributable to the Subdivision or Development and that will be owned and maintained by the City following issuance of the Certificate of Total Completion.

**"Owner"** means the registered Owner of an estate in fee simple, or his/her agent authorized in writing, and includes:

a) the tenant for life under a registered life estate;

b) the registered holder of the last registered agreement for sale; and

c) the holder or occupier of land held in the manner as referenced in the Local Government Act.

"Owner/Consulting Engineering Confirmation" means a confirmation letter from the Owner and the Consulting Engineering Firm, in the form prescribed by the City.

"Panhandle Lot" means any lot which gains highway frontage through the use

of a narrow strip of land which is an integral part of the said lot (hereinafter called the "access strip").

**"Parcel"** means any lot, block, or other area in which land is held or into which land is held or subdivided, but does not include a Highway or portion thereof.

"**Preliminary Layout Review**" means such drawings, plans, information and documents as the Approving Officer requires, and in such form as is required by the City, to determine, on a preliminary basis:

a) whether the proposed Subdivision would be against the public interest or otherwise unsuitable for Subdivision; and

b) if not against the public interest or otherwise unsuitable for Subdivision, what the Owner must include in the Application for Subdivision Approval.

"**Preliminary Layout Review Letter**" means a letter from the Approving Officer to the Owner advising of the Approving Officer's response to Preliminary Layout Review information provided by the Owner.

**"Professional Engineer"** means a person who is registered or duly licensed as such under the provisions of the Engineers Act of British Columbia.

"**Public Access Route**" means Public Land located between or beside lots that will provide a connection between public roads or between public roads and open space or parks behind the lots fronting the public road.

"**Public Land**" means land owned by the Owner, Crown or City and land that, after Subdivision approval or title transfer, will be owned by the Crown or the City. Public Land may include, but is not limited to: boulevards, medians, traffic circles, storm water management facilities, public access routes, natural open spaces and parks.

"**Record Drawings**" means drawings prepared by and certified by the Consulting Engineer that record the location, properties and details of all Works and Services.

"Road" means the portion of a highway to be used for vehicular traffic movement.

**"Road Construction Permit"** means a permit issued by the City in connection with an application by an Owner to Construct Works and Services on, in or under a Highway or City lands, or to encroach upon a Highway or City lands in Constructing Works and Services on the Owner's lands.

"SCP" means the City of Grand Forks Sustainable Community Plan Bylaw No.

1919, 2011 as amended.

**"Service Application"** means an application made by the Owner to connect to the City's Works and Services, in the form prescribed by the City.

"Servicing Agreement" means an agreement between the Owner and the City made pursuant to Section 219 of the Land Title Act, in substantially the form attached to the City of Grand Forks Subdivision Procedures Manual, as referred to in the Local Government Act.

"Statutory Declaration" means the Owner's sworn declaration that all amounts relating to the Works and Services due and owing to third parties as of the date on which the Statutory Declaration is given have been paid, including all amounts owing to contractors and sub- contractors, and all assessments and levies under applicable legislation.

"Statutory Right-of-Way Agreement" means an agreement between the Owner and the City, in the form prescribed by the City, as referred to in the Land Title Act.

"Subdivide" or "Subdivision" means:

a) the division of land into two or more Parcels whether by plan, apt descriptive words, or otherwise;

b) the consolidation of Parcels into one Parcel by plan;

- c) the creation of a Highway or a portion of a Highway by plan; or
- d) a boundary adjustment between two parcels.

"Subdivision Approval" means the execution by the Approving Officer of a plan of Subdivision.

"Substantial Completion" means the stage of completion of all of the Works and Services when the Works and Services are ready to be used for their intended purpose, as determined by the Approving Officer.

**"Surveyor"** means a person currently licensed to practice by, and is in good standing with, the Association of British Columbia Land Surveyors.

**"Total Completion"** means when all Works and Services, including all incomplete, defective or deficient Works and Services that were apparent when the Certificate of Substantial Completion was issued have been completed or corrected, as certified by the Consulting Engineer and verified by the City.

**"Watercourse"** means any natural or artificial stream, river, creek, ditch channel, canal, conduit, culvert, drain, waterway, gully or ravine in which water flows in a definite direction or course, either continuously or intermittently, and has a definite channel, bed and banks and includes an area adjacent thereto subject to

inundation by reason of overflow or flood water.

**"Works and Services Agreement"** means a written agreement in a form prescribed by the City that describes the terms and conditions agreed upon between the City and the Owner relative to provision of Works and Services associated with a Subdivision or Development.

"Works and Services" includes: site grading, Highways, sidewalks, boulevards, boulevard crossings, transit bays, street lighting, wiring, water distribution systems, fire hydrants, sewage collection and disposal systems, drainage collection and disposal systems, engineering, record drawings and such other infrastructure or systems as may be provided within the City from time to time.

**"Zone"** means the zones identified and defined in City of Grand Forks Zoning Bylaw.

**"Zone Amending Bylaw"** means the bylaw passed by the City, following an application by the Owner in connection with the Subdivision or Development of the Owner's lands, to amend the City of Grand Forks Zoning Bylaw.

**"Zoning Bylaw"** means City of Grand Forks Zoning Bylaw No. 1606, 1999, as amended.

# 2.3 Standards of Measure

Any equivalent imperial units of measure shown, in parenthesis, after metric units in any schedule to this bylaw are for information purposes only and do not form part of this bylaw.

# 2.4 Severability

If any Part, Section, Paragraph or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

# 2.5 Schedules

The following schedules are attached to and form part of this bylaw.

Schedule A Works and Services Requirements
Schedule B Submissions and Approvals
Schedule C Roadway Classification Map
Schedule D Hillside Development Design Criteria
Schedule 1 Roads
Schedule 2 Storm Drainage
Schedule 3 Water

Schedule 4Sanitary SewerSchedule 5ElectricalSchedule 6Retaining Walls and AlterationsSchedule 7LandscapingSchedule 8Quality Control and AssuranceSchedule 9Supplemental Specifications to MMCDSchedule 10Standard DrawingsSchedule 11Engineering Drawing Submissions

# 2.6 Master Municipal Construction Document (MMCD)

All Works and Services shall be completed in accordance with the following portions of Volume II of the most recent version of the Master Municipal Construction Document, which shall form part of this bylaw, unless specifically modified herein.

- Specifications Division 01, 03, 26, and 31 to 34 inclusive
- Standard Detail Drawings

# 2.7 Applicability

This bylaw applies to all lands within the area incorporated as the City of Grand Forks.

# PART 3 MINIMUM HIGHWAY FRONTAGE

- **3.1** Council delegates to the Approving Officer the power to exempt a Parcel, other than a panhandle Parcel, from the minimum Frontage requirement under the Local Government Act. For certainty, the Parcel Frontage is the dimension of a lot fronting directly upon the abutting Road right-of-way and any variance of the minimum Lot width specified in the Zoning Bylaw must be approved by development variance permit.
- **3.2** Where the Owner seeks to vary the minimum Frontage or Lot width, a development variance permit must be obtained from Council.

# PART 4 CONNECTION TO COMMUNITY SYSTEMS

# 4.1 Connection to the Community Water System

All water distribution or fire hydrant systems provided in accordance with this bylaw shall be connected to the Community Water System unless otherwise approved by the Approving Officer.

# 4.2 Connection to the Community Sewer System

All sanitary sewage collection systems provided in accordance with this bylaw

shall be connected to the Community Sewer System unless otherwise approved by the Approving Officer.

# 4.3 Connection to the Community Drainage System

All drainage collection systems provided in accordance with this bylaw shall be connected to the Community Drainage System unless otherwise approved by the Approving Officer.

# 4.4 Connection to an Electrical Utility System

All electrical systems provided in accordance with this bylaw shall be connected to the electrical utility system servicing that area.

# PART 5 SERVICING REQUIREMENTS FOR SUBDIVISIONS AND DEVELOPMENTS

- **5.1** Prior to Subdivision Approval or issuance of a Building Permit, the Subdivision or Development must be provided with Works and Services within the Subdivision or on the Parcel being Developed as prescribed in this Bylaw.
- **5.2** Council delegates to the Approving Officer the authority to:

a) determine what Off-Site Works and Services are directly attributable to Subdivision or Development and are accordingly required in any particular case;

b) determine what Excess or Extended Services are required in connection with a Subdivision or Development;

c) determine whether the costs of those Excess or Extended Services are excessive such that the municipality cannot pay for those costs;

d) identify the benefiting properties in relation to Excess or Extended Services; and

e) determine what proportion of the costs associated with the Excess or Extended Services is associated with each benefiting property.

- **5.3** Prior to Subdivision Approval or issuance of a Building Permit, the Subdivision or Development must be provided with Off-Site Works and Services as determined by the Approving Officer.
- **5.4** The Approving Officer may require the Owner to provide to the City, cash in lieu of the required Works and Services. The amount of cash in lieu shall be approved by the Approving Officer but shall not exceed 100% of the value of the

design, construction, and installation of the required Works and Services. The Consulting Engineer may be required to prepare and submit the Estimated Cost of Works and Services to assist the Approving Officer in his/her evaluation.

- **5.5** All Works and Services required as per Section 5.1 and Section 5.3 shall be provided to the standards prescribed in the Schedules of this bylaw.
- **5.6** Despite Section 5.1 and Section 5.3, the Owner may obtain Subdivision Approval or a Building Permit prior to the provision of on-site and Off-Site Works and Services if the Owner provides security in accordance with Section 6.3 and enters into a Works and Services Agreement with the City.

# 5.7 Exemptions

Despite Section 5.1 and Section 5.3, the Works and Services requirements of this bylaw do not apply to a Subdivision which creates only:

- a) a Highway dedication;
- b) park land;

c) a Parcel for the installation of public utilities and related structures equipment; or

d) a consolidation or a lot line adjustment, in which the number of buildable lots is not increased.

# PART 6 FEES AND SECURITY

# 6.1 Fees and Payment of Charges

Final approval of the Subdivision, issuance of the Certificate to Proceed with Construction, issuance of a Preliminary Layout Review Letter, issuance of a Road Construction Permit, or issuance of a Building Permit, as the case may be, will not be issued by the City until all applicable fees and charges have been paid.

# 6.2 Development Approval Fees

The Owner shall pay all engineering and legal fees as well as outside consulting costs incurred by the City relating to the Subdivision and servicing of the land, including detailed review and approval of the Design Drawings, monitoring the installation of the Works and Services, and the costs of connecting the Works and Services to the City's existing infrastructure.

Prior to issuance of the Certificate to Proceed with Construction, the Owner shall

pay to the City an amount equal to three **(4.0%)** of the estimated cost to construct the Works and Services as approved by the City.

# 6.3 Works and Services Security

Final approval of the Subdivision or issuance of a Building Permit shall not be granted prior to the provision of Works and Services unless the Owner pays to the City a security in an amount equal to **one hundred and twenty five percent (125%)** of the Consulting Engineer's Estimate of the Cost of the Works and Services required for the proposed Subdivision or Development to meet the requirements of this bylaw.

The Owner shall be responsible for the actual cost of the Works and Services regardless of the adequacy of the security deposited with the City.

# 6.4 Maintenance Security

The City shall:

a) Return the security required pursuant to Section 6.2 of this bylaw, less **ten percent (10%)** to cover deficiencies during the one-year Maintenance Period.

b) Establish the date of commencement of the one year Maintenance Period.

c) Advise the Owner of the terms of the one year Maintenance Period.

All Works and Services required to be constructed or provided pursuant to the provisions of this bylaw shall remain the sole responsibility of the Owner until a Certificate of Acceptance has been issued by the City. The Owner shall maintain the works and repair or replace any defective works during the one year Maintenance Period. Should the Owner fail to maintain, repair or replace said works, the City may undertake such maintenance, repairs or replacement using the **ten percent (10%)** security provided for herein.

The Maintenance Period shall not commence until:

a) Substantial Completion of the Works and Services has been achieved.

b) The Record Drawings have been submitted by the Owner and approved by the Approving Officer.

Should the Maintenance Period commence between the period November 1 and March 31, the Approving Officer may require the Maintenance Period be extended so that it terminates on April 1 following the one year anniversary of the

commencement date of the Maintenance Period.

# PART 7 GENERAL PROVISIONS

# 7.1 Compliance

No parcel may be Subdivided or Developed, unless the Subdivision or Development conforms to the provisions set out in this bylaw and other bylaws of the City.

# 7.2 **Project Supervision and Certification**

All Consulting Engineers that are required as a condition of this Bylaw shall be on-site during the period(s) of construction of all works falling within their particular field of expertise. The Consulting Engineer responsible for the respective works shall, upon satisfactory completion of said works, provide the City with their written certification that they were, in fact, on-site during the period of construction of the works and that said works were installed meeting the requirements of this bylaw.

#### 7.3 Rights-of-Way and Easements

- 7.3.1 Works and Services constructed and installed under this bylaw must be located within dedicated highways or within statutory rights-of-way granted by the Owner in favour of the City or other agencies having jurisdiction.
- 7.3.2 Where Works and Services are not required to be constructed or installed under this Bylaw, the City may require rights-of-way to be granted by the Owner in favour of the City to allow for the eventual construction or installation of a system of water, sewer, or drainage works.
- 7.3.3 Where the Owner is required to grant rights-of-way to the City, the Owner must register the rights-of-way in the Land Title Office. The terms of the rights-of-way documentation are subject to the approval of the Approving Officer prior to registration.
- 7.3.4 Upon registration of the rights-of-way and before release of any security being held by the City, the Owner must submit a copy of the registered rights-of-way plan and agreement to the City.
- 7.3.5 All costs pertaining to the acquisition, surveying and registration of all rights-ofways shall be at the expense of the Owner.

# 7.4 Consulting Engineer

The Owner, at its expense, shall retain a Consulting Engineer to design, inspect,

test and certify all Works and Services.

# 7.5 Cost of Services

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All Works and Services required by this bylaw shall be constructed at the expense of the Owner.

#### 7.6 Latecomer

- 7.6.1 Where the Owner is required by the City to provide excess or extended services, the Owner is entitled to receive latecomer charges in accordance with:
  - a) the Local Government Act, and
  - b) the latecomer policy of the City, if applicable, and
  - c) the latecomer agreement in a form acceptable by the Approving Officer.
- 7.6.2 The Approving Officer shall require the Owner to provide appropriate documentation and associated costs respecting potential latecomer eligible properties. The issuance of a Certificate to Proceed with Construction shall be withheld until receipt of the said information.
- 7.6.3 The interest rate applicable to latecomer charges as per the Local Government Act shall be calculated by the City at the time the latecomer agreement is signed, and shall be set by Bylaw and reviewed by Council from time to time.

# 7.7 Transfer of Ownership

Works and Services constructed and installed under this bylaw become the property of the City or the agency having jurisdiction, subject to no encumbrances, on issuance of the Certificate of Acceptance.

# 7.8 Stop Work Order

The Approving Officer or the Building Inspector may order:

a) a person who contravenes this bylaw to comply with the bylaw within a time limit specified in the order;

b) a person to stop construction on the work, or any part thereof, if such work is proceeding in contravention of this bylaw.

# 7.9 Record Drawings

The Owner must submit Record Drawings following the completion of the Works and Services and prior to issuance of a Certificate of Total Completion.

If the Owner wishes to receive Subdivision Approval prior to submission of

required Record Drawings, tests results, service cards, inspection reports, video reports, maintenance and operations manuals, and professional certifications, such Approval may be granted at the sole discretion of the Approving Officer, subject to a deficiency holdback in an amount set by the Approving Officer pursuant to this bylaw.

# PART 8 ENFORCEMENT

#### 8.1 Access

The Approving Officer, Building Inspector, or such other person as designated, may enter at all reasonable times upon the lands for which an Application for Development or for Subdivision has been made, for the purpose of administering or enforcing this bylaw. No person shall prevent or obstruct any such official from the carrying out of these duties under this bylaw.

# 8.2 Violation

a) It is an offence for any person to cause, suffer, or permit the Subdivision of land in contravention of this bylaw or otherwise to contravene or fail to comply with this bylaw.

b) It is an offence for any person to prevent or obstruct, or attempt to prevent or obstruct the authorized entry of the Approving Officer or other appointed employee, authorized under this bylaw.

#### 8.3 Penalties

Every person who violates a provision of this bylaw commits an offense and is liable upon summary conviction to a penalty not exceeding ten thousand dollars (\$10,000) and costs of prosecution. Every day of violation constitutes a separate offense.

#### 8.4 Remedial Powers

Council may authorize the demolition, the removal, or the bringing up to standard of any Works and Services in whole or in part, that are in contravention of this bylaw.

# PART 9 REPEAL

Bylaw No. 1424, Cited as City of Grand Forks "Subdivision and Development Bylaw No. 1424, 1994", and all amendments attached thereto are hereby repealed.

# PART 10 EFFECTIVE DATE

**10.1** This bylaw shall come into force and take effect upon the final reading and adoption thereof.

READ A FIRST TIME this 20<sup>th</sup> day of October, 2014.

READ A SECOND TIME this 20<sup>th</sup> day of October, 2014.

READ A THIRD TIME this 15<sup>th</sup> day of December, 2014.

FINALLY ADOPTED this 12th day of January, 2015.

Mayor Frank Konrad

arah Winton – Acting Corporat

Sarah Winton – Acting Corporate Officer

# CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1970, as passed by Municipal Council of the City of Grand Forks on the 12<sup>th</sup> day of January, 2015.

Corporate Officer of the Municipal Council of the City of Grand Forks

Date Signed