



## THE CORPORATION OF THE CITY OF GRAND FORKS

### HIGHWAY ACCESS BYLAW NO. 2074

#### A Bylaw for the Protection of Highways and to Regulate the Means of Access To and From a Highway for any Parcel of Land Abutting Thereon, Including the Location and Extent of Such Access.

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The Municipal Council for the Corporation of the City of Grand Forks, in open meeting lawfully assembled, **ENACTS** as follows:

#### Citation

1. This bylaw may be cited as the **“Highway Access Bylaw No. 2074”**.

#### Definitions

2. In this bylaw, unless the context otherwise requires:
  - 2.1. **“Boulevard”** means that portion of a *Highway* between the curb lines or the lateral lines of a roadway or the shoulder thereof and the adjoining property line;
  - 2.2. **“Boulevard Crossing”** means that portion of a boulevard constructed and improved for the purpose of providing access to and from a *Highway* for any parcel of land abutting thereon;
  - 2.3. **“Building Bylaw”** means the *City of Grand Forks Building Bylaw No. 2070*, as amended or replaced from time-to-time.
  - 2.4. **“City”** means the Corporation of the City of Grand Forks.
  - 2.5. **“Fees and Charges Bylaw”** means the *City of Grand Forks Fees and Charges Bylaw No. 1958, 2014*, as amended or replaced from time-to-time.
  - 2.6. **“Highway”** means:
    - 2.6.1. any public streets, roads, ways, trails, lanes, bridges, trestles, ferry landings and approaches, and any other public way, pursuant to the definition in the *Highway Act*, as amended,
    - 2.6.2. every road, street, lane and right of way designed or intended for use by the general public for the passage of vehicles, and
    - 2.6.3. every private place or passageway to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited;
  - 2.7. **“Municipal Ticket Information Bylaw”** means the *City of Grand Forks Municipal Ticket Information No. 2073*, as amended or replaced from time-to-time.

- 2.8. **“Roadway”** means the portion of the *Highway* that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder; and where a *Highway* includes two or more separate roadways, the term roadway refers to any one roadway separately and not to all of the roadways collectively;
- 2.9. **“Sidewalk”** means the area between the curb lines or lateral lines of a *Roadway* and the adjacent property lines improved for the use of pedestrians;
- 2.10. **“Staff”** means the Chief Administrative Officer for the *City* or designate;
- 2.11. **“Subdivision, Development, and Servicing Bylaw”** means the *City of Grand Forks Subdivision, Development and Servicing Bylaw No. 1970, 2014*, as amended or replaced from time-to-time.

### **Intent**

3. The intent of the Highway Access Bylaw is:
  - 3.1. To regulate the use of *Highways* under the direction, control, and management of the *City*.
  - 3.2. To regulate the means of access to and from a *Highway* for any parcel of land abutting thereon.
  - 3.3. To regulate the location and extent of access to or from a *Highway* for any parcel of land abutting thereon.

### **General Regulations**

4. Except authorized *Staff*, no person shall, without first obtaining a permit therefor:
  - 4.1. Dig up, break up, or remove any part of a *Highway*, or cut down or remove trees or timber growing on a *Highway*, or excavate in or under a *Highway*;
  - 4.2. Change the level of a *Highway* whatsoever, or stop or impede the flow of water through any ditch, drain, sewer, or culvert on or through a *Highway*;
  - 4.3. Place, construct or maintain a loading platform, skids, rails, mechanical devices, buildings, signs, or any other structure or thing on a *Highway*;
  - 4.4. Construct or maintain a ditch, sewer, or drain, the effluent from which causes damage, fouling, nuisance, or injury to any portion of a *Highway*;
  - 4.5. Ride, drive, lead, move, or propel any animal or vehicle over or across a *Boulevard*, including any curb, *Sidewalk*, or ditch unless such has been constructed or improved to form a suitable crossing in conformance with the provisions of this Bylaw;
  - 4.6. Construct a *Boulevard Crossing*, including a curb, ditch, or *Sidewalk* crossing;
  - 4.7. Install any signage on or above a *Highway*;

- 4.8. Plant any tree, hedge, bush, or shrub in the *Boulevard* which, when fully grown, will, or is likely to have, a height in excess of one meter or be likely to partially or wholly obstruct pedestrian access to any *Sidewalk*, or prevent or inhibit the safe use of the *Highway* by vehicular and cycle traffic;
- 4.9. Landscape the *Boulevard* in a manner that will, or will be likely to, obstruct pedestrian access to any *Sidewalk*, or prevent or inhibit the safe use of the *Highway* by vehicular and cycle traffic;
- 4.10. Close or alter an existing *Boulevard Crossing*.

### **Conditions of Permit**

#### **5. Conditions of Permit include:**

- 5.1. *Staff* may issue a *Highway* use permit, in a form similar to the example in Schedule A of this Bylaw, to do any or all of those things otherwise prohibited by section 4 of this Bylaw, subject to the payment of an inspection fee as specified in the Fees and Charges Bylaw with each application thereof and subject to such other conditions contained in this section as may be applicable to each such application.
- 5.2. As a prerequisite to the issuance of a permit under this section, the applicant shall:
  - 5.2.1. Deposit with the *City* a sum of money or a bond acceptable to the *City* sufficient to pay for the cost of any damage likely to be done to the *Highway* and as sufficient security that the obligations imposed by the permit shall be fulfilled by the time specified in the permit;
  - 5.2.2. The amount of each such deposit as specified in 5.2.1 shall be not less than the cost of repairing such damage as estimated by *Staff* and, with respect to permits for the crossing of *Boulevards* and the construction of *Boulevard Crossings*, shall be not less than \$100.00 for each such permit;
  - 5.2.3. Provide satisfactory plans of the work to be undertaken, and when supplied and approved by *Staff*, and the necessary permit issued, the work shall conform in every way to the approved plans and to the specifications contained in the *Subdivision, Development and Servicing Bylaw* or current best practices as approved by *Staff*.
- 5.3. Where a deposit has been made in accordance with this section, and upon satisfactory compliance with the permit within the time specified therein, the deposit will be refunded to the applicant, less, where applicable, an inspection fee specified in the *Fees and Charges Bylaw* or the actual cost of administration and inspection, whichever is the greater.
- 5.4. Where completed work is to be taken over by the *City*, the applicant shall maintain such work for a period of one year from the date of inspection and acceptance thereof from *Staff*, and a portion of the security deposit refund noted in this section may be withheld during this time, the amount of which shall be determined by *Staff*.

- 5.5. Latent defect adjustments required to completed works during the one-year maintenance period, shall be the responsibility of, and shall be at the expense of, the permit holder.
- 5.6. Each applicant for a permit under this section shall indemnify, protect, and save harmless the *City* from and against all claims, demands, and lien claims of every kind arising out of, or in any way connected with, the work or other things for which the permit has been issued.
- 5.7. *Staff* may also require as a condition of issuing a permit:
  - 5.7.1. A traffic control plan
  - 5.7.2. Traffic control by certified traffic control persons
  - 5.7.3. Insurance, acceptable to the *City*, that names the *City* as an additional insured.
- 5.8. Failure by the permit holder to repair damage and/or fulfill such obligations set out in the permit within the time specified therein shall result in the forfeiture of the deposit to the *City* as liquidated damages.

#### **Temporary Closure of Highway**

6. *Staff* is hereby authorized and empowered to temporarily close a *Highway* or any part thereof to traffic, or to control traffic thereon, during the time work authorized by a permit is in progress.
7. No person shall temporarily close a *Highway* or any part thereof to traffic without the approval of *Staff*.

#### **Standard Boulevard Crossing**

8. The means of access to and from every *Highway* for every parcel of land abutting thereon shall be provided by means of a standard *Boulevard Crossing* constructed in accordance with the specifications contained in the *Subdivision, Development, and Servicing Bylaw*.
9. Within 30 days of the *Staff* decision in Section 5 the applicant may submit a written appeal to Council for reconsideration of the driveway access location.

#### **Private Highway**

10. Every owner of a private *Highway* shall maintain the same in a clean, fit, and safe state and shall affix suitable signs thereon, if a civic address is not practicable, indicating that such *Highway* is a private thoroughfare, and access from every such *Highway* to a Municipal *Highway* shall be subject to the provisions of this Bylaw.
11. Private property access requirements as noted in Building Bylaw No. 2070, must be maintained in accordance with section 10.

**Penalty for Infractions**

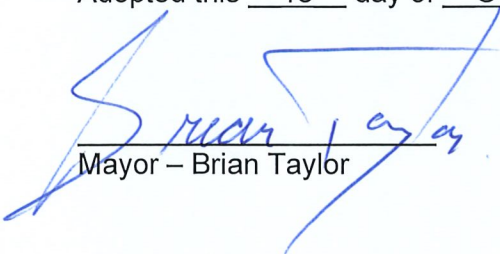
- 12. Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of any provision of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this Bylaw shall:
  - 12.1. Upon being convicted of an offence under this Bylaw, pay a fine of not less than \$100.00 and not more than \$10,000.00 if proceedings are brought under the Offence Act, or;
  - 12.2. Pay the fine imposed for that offence specified in the *Municipal Ticket Information Bylaw*.
- 13. Any person designated as a Bylaw Enforcement Officer pursuant to the *Municipal Ticket Information Bylaw* is hereby authorized and empowered to enforce the provisions of this Bylaw.
- 14. For serious and time sensitive infractions, as determined by *Staff*, requiring immediate response, *Staff* may, by oral notice to the occupier of the real property who appears to be at least 16 years of age or by written notice sent by registered mail to the owner of the real property, require compliance with this Bylaw within the time frame specified in the notice.
- 15. If the owner or occupier of real property fails to comply with a notice given under section 14 of this bylaw, the *City*, by its employees or other persons, at reasonable times, may enter on the real property to affect the compliance specified in the notice at the expense of the person who failed to comply.
- 16. If the person at whose expense the compliance is carried out under section 15 of this bylaw does not pay the costs incurred by the City to affect compliance on or before December 31<sup>st</sup> in the year the compliance was affected, the costs will be added to and form part of the taxes payable on the real property as taxes in arrears.

**Severability**

- 17. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated, or replaced from time to time.
- 18. If any part, section, sentence, clause, phrase, or word of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder which shall continue in full force and effect and shall be construed as if the Bylaw had been adopted without the invalid portion.

Read a first, second, and third time by the Municipal Council this  4  day of  October , 2021.

Adopted this  18  day of  October , 2021.

  
Mayor – Brian Taylor

  
Corporate Officer – Daniel Drexler

**CERTIFICATE**

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2074, cited as the "Highway Access Bylaw No. 2074", as passed by the Municipal Council on the \_\_\_ day of \_\_\_\_\_, 2021.

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

Schedule A

Example  
HIGHWAY USE PERMIT

Application No. _____	BC One Call Ticket No. _____
<b>APPLICANT</b>	Name (Print): _____ Company Name (Print): _____ Address _____  Telephone Number(s): _____  Email: _____
<b>CONTRACTOR</b>	Name (Print): _____ Company Name (Print): _____ Address _____  Telephone Number(s): _____  Email: _____

Permission pursuant to Section 5 of the City of Grand Forks Highway Access Bylaw No. 2074 is hereby granted to the above named to:

<b>DESCRIPTION OF WORKS \ USE</b>	Address & Legal (Print): _____  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Water Service  <input type="checkbox"/> Gas Service  <input type="checkbox"/> Other _____                 </div> <div style="width: 30%;"> <input type="checkbox"/> Sanitary Service  <input type="checkbox"/> _____                 </div> <div style="width: 30%;"> <input type="checkbox"/> Electrical Service  <input type="checkbox"/> _____                 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;"> <input type="checkbox"/> Installation  <input type="checkbox"/> Abandonment  <input type="checkbox"/> Other _____                 </div> <div style="width: 30%;"> <input type="checkbox"/> Repair \ Maintenance  <input type="checkbox"/> _____                 </div> <div style="width: 30%;"> <input type="checkbox"/> Replacement  <input type="checkbox"/> _____                 </div> </div> Email: _____
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and such works are hereby approved insofar as they relate to the use of a Municipal highway or part thereof requiring the permission of **Staff** in accordance with the City of Grand Forks Highway Access Bylaw No. 2074. The said approval and permission to construct, use and maintain the said works, is however, at all times subject to the provisions of Highway Access Bylaw No. 2074 and the following conditions:

1. That any necessary plans and specifications have been approved by and deposited with Staff.
2. That the construction and maintenance of the said works shall be carried out to the satisfaction of Staff.
3. That before opening up any Highway or interfering with any public works, notice in writing of intention to do so shall be given to Staff not less than seven (7) clear days before any work is begun.
4. That Staff appointed to inspect the said works, shall have free and uninterrupted access to all parts of the works at all times.
5. That the construction of the said works shall be commenced on or before

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and shall be proceeded with due diligence, to the satisfaction of Staff, and shall be completed on or before \_\_\_\_\_

6. That the permission hereby granted to construct, use and maintain the said works is subject to all the provisions of and without prejudice to "Highway Access Bylaw No. 2074".
7. That the permission shall be effective only during such times as the said works are used and maintained by the applicant to the entire satisfaction of Staff and shall be subject to cancellation without notice if the applicant shall fail to serve and comply with all terms and conditions thereof.
8. That permit shall be valid only for the specific works and for that period of time stated herein.
9. That the City will not be responsible for the grade changes affecting Boulevard Crossings and accesses caused by the reconstruction of any City Highway.
10. That while reasonable care will be taken by the City not to damage any private works while carrying out the construction or maintenance of any public works in any Highway, it can accept no responsibility of any kind if damage to such private works does occur.



This Permit shall be effective on \_\_\_\_\_

I, hereby agree to all the terms of Highway Access Bylaw No. 2074 and this permit and deposit herewith the sum of \$\_\_\_\_\_ as security to guarantee that I shall fulfill all the terms and conditions set out herein within the time specified in this Permit.

AND I agree that in the event of my failure or neglect to complete the said works to the satisfaction of Staff within the time herein specified, or if I should fail or neglect to fulfill all the terms and conditions of Highway Access Bylaw No. 2074, and this permit is canceled as the result thereof, that the City may, without further notice to me or act in the courts, estreat the security deposit made herewith and retain the same to the use of the City as liquidated damages.

AND I further agree that upon completion of the said works to the satisfaction of Staff, pursuant to this permit, the City shall have the authority to deduct from the security deposit made herewith the inspection fees prescribed by Section 5 of the said Highway Access Bylaw No. 2074.

Signature of Applicant \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ISSUED BY STAFF this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Staff

Inspection fee (\$\_\_\_\_\_)

Paid, Receipt No. \_\_\_\_\_

Security Deposit (\$\_\_\_\_\_)

Received, Receipt No. \_\_\_\_\_