

CITY OF PARKSVILLE

DRAFT BYLAW NO. 1540

A BYLAW TO REGULATE THE SUBDIVISION OF LAND

WHEREAS the Council of the City of Parksville deems it desirable to regulate the subdivision and development of land in order to promote the orderly and economic development of land in the City;

NOW THEREFORE the Council of the City of Parksville, in open meeting assembled, enacts as follows:

1.0 TITLE

This bylaw may be cited as "City of Parksville Subdivision Servicing Bylaw, 2017, No. 1540".

2.0 PURPOSE

The purpose of this bylaw is to regulate the subdivision of land, as well as the design and extent of infrastructural services required, in order to ensure the orderly development of the City consistent with the objectives of the Official Community Plan and the public interest in general.

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Appendix I City of Parksville, Engineering Standards and Specifications, 2018

4.0 DEFINITIONS

Accept or Acceptance or any tense of these words when used with respect to works or works and services shall mean the final acceptance of the works and services as certified by the City Engineer, in writing, when the maintenance period has been completed to the satisfaction of the City Engineer;

Applicant means a person who has applied for approval of a proposed subdivision, building permit subject to the works and services bylaw, or a zoning amendment, whether as the owner or an authorized agent for the owner of the land;

Approving Officer means the Director of Community Planning and Building or another senior staff member appointed as Approving Officer by resolution of Council;

Bare Land Strata means a subdivision in the manner permitted in the *Strata Property Act* and regulations attached thereto;

British Columbia Land Surveyor means a person licensed and registered as a land surveyor in the Province of British Columbia;

City means the City of Parksville;

City Engineer means the Director of the Engineering Department appointed by Council, or their designate;

City Planner means the Director of Community Planning and Building appointed by Council, or their designate;

Complete or Completion or any tense of these words when used with respect to the work or works and services shall mean completion to the satisfaction of the City when so certified by the City Engineer in writing;

Council means the Council of the City of Parksville;

Deputy Approving Officer means the Chief Administrative Officer or another senior staff member appointed as Deputy Approving Officer by resolution of Council;

Engineering Standards and Specifications means the City of Parksville Engineering Standards and Specifications attached as Appendix I to this bylaw;

Final Approval means final subdivision approval granted by the Approving Officer or Deputy Approving Officer, in accordance with the provisions of the *Land Title Act* or in the case of a bare land strata subdivision, the *Strata Property Act*, and applicable City bylaws indicated by the Approving Officer/ Deputy formally declaring approval of the plan of subdivision;

Front Lot Line means a property boundary line which abuts a highway, and in the case of a corner lot, it shall be the shorter of the property lines which abut highways;

Frontage means that length of a parcel boundary which abuts a highway along a front property line as measured by a straight line between property corners;

Highway includes a public street, road, path, lane, walkway, trail, bridge, viaduct, thoroughfare and any other public way, but specifically excludes registered private easements or Statutory Rights-of-Way on private property;

Latecomer Agreement means an agreement between an Owner and the City to share costs of excess or extended services provided by the Owner, in accordance with the provisions of the *Local Government Act*;

Lot Depth means the horizontal distance between front and rear parcel boundary lines measured perpendicular to the front parcel boundary lines;

Lot Width means the horizontal distance between side parcel boundary lines measured perpendicular to the lot depth;

Medical Health Officer means the official appointed pursuant to the *Public Health Act* and authorized to administer provincial statutes and regulations governing public health;

Official Community Plan means the current City of Parksville Official Community Plan Bylaw as adopted by Council;

Owner includes all persons registered on the certificate of title and a person authorized by the owner(s) of real property to be the agent.

Parcel means the smallest area of land which is registered in the Land Title Office, except that a parcel divided pursuant to the *Strata Property Act* and amendments thereto and not contained within a Bare Land Strata Plan shall not be considered subdivided for the purpose of this bylaw;

Preliminary Layout Examination Letter means a letter signed by the Approving Officer in response to an application for Preliminary Layout Examination setting out conditions which must be met prior to the granting of Final Approval;

Preliminary Layout Examination means a review of a subdivision application by the Approving Officer in accordance with the applicable provincial legislation and City of Parksville bylaws and policies;

Professional Engineer means a person currently certified under the provisions of the *Engineers and Geoscientists Act* of the Province of British Columbia;

Public Utility means any system having facilities installed in a highway or in a right-of-way for the purpose of providing a service to property, and shall include, but not be limited to, water distribution, sewage and drainage collection, street lighting, electric power distribution, telephone, cable television, and gas distribution systems;

Rear Lot Line means the property line other than the front parcel boundary line that connects the side parcel boundary lines;

Servicing Agreement means an agreement between a property owner and the City for the provision of works and services;

Side Lot Line means a parcel boundary line marking the boundary between two lots or between a lot and a highway in the case of a corner lot and which adjoins the front parcel boundary line and the rear parcel boundary line;

Statutory Right-of-Way means an easement without a designated dominant tenement registerable under Section 218 of the *Land Title Act*; and includes but is not restricted to any land or interest in land acquired for the purpose of:

- (1) public rights of passage with or without vehicles; or
- (2) erecting and maintaining any pole-line; or
- (3) laying, placing, maintaining and repairing drains, ditches, pipes, transmission-lines, or wires for the conveyance, transmission, or transportation of water, electric power, forest products, oil or gas, or both oil and gas, or solids as defined in the "*Pipeline Act*"; or
- (4) a water distribution system, a fire hydrant system, a sewage collection system, a sewage disposal system, a drainage collection system or a drainage disposal system; and
- (5) the operation and maintenance of the undertaking for which the Statutory Right-of-Way is required;

Transportation Plan means maps, plans and policies outlining the road network and bicycle routes of the City of Parksville as contained within the Official Community Plan or a Master Transportation Plan or other plan format, approved by Council;

Zoning and Development Bylaw means the current zoning and development bylaw as amended from time to time, approved by Council.

5.0 INTERPRETATION

5.1 Unless otherwise defined herein all words or expressions used shall have the same meaning assigned to them as like words or expressions contained in the *Land Title Act* and in the *Local Government Act* and amendments thereto;

6.0 GENERAL

- 6.1 The regulations of this bylaw shall apply to the whole of the area within the boundaries of the City of Parksville.
- 6.2 In accordance with the authority granted by the *Community Charter* and the *Local Government Act*, officers of the City of Parksville and their designated representatives, are hereby authorized to enter, for the purpose of ascertaining whether the requirements and regulations of this bylaw are being observed, at all reasonable times, upon any properties subject to this bylaw in the course of administering and enforcing the provisions of the bylaw.

7.0 VIOLATION

OFFENCE

- 7.1 Any person who violates this bylaw shall be guilty of an offence against the bylaw and each day that such violation is caused or allowed to continue shall constitute a separate offence. Any person who violates a requirement of this bylaw shall be liable on summary conviction to the penalties prescribed in the *Offence Act*.

PENALTY

- 7.2 Each person who fails to comply with the requirements of this bylaw shall be liable on summary conviction to a maximum fine of \$10,000.00.

8.0 APPLICATION REQUIREMENTS

- 8.1 All applications for subdivision shall be submitted in accordance with the City's current Development Application Procedures Bylaw.

9.0 APPROVING OFFICER'S DECISION

Upon review of the subdivision application and consideration of the matters listed above, the Approving Officer shall respond in writing to the Applicant as follows.

- 9.1 For applications for **Preliminary Layout Examination**, the Approving Officer may issue a letter outlining deficiencies in the proposed plan of subdivision and stating the conditions which must be met before Final Approval may be granted. The Preliminary Layout Examination letter shall not be binding on the Approving Officer. The conditions may include the following:

- a) Requirement of the Owner to provide securities and enter into a Servicing Agreement with the City for the provision of on- and off-site works pursuant to this bylaw;
- b) Requirement of the Owner to dedicate up to 10% of the land for parks and schools subject to the Official Community Plan and the existence of a school site acquisition agreement in accordance with the *Local Government Act*;
- c) Requirement of the Owner to grant Statutory Right-of-Ways for City services or utilities;
- d) Requirement of the Owner to grant easements for the provision of services or utilities;
- e) Requirement of the Owner to enter into a restrictive covenant agreement with the City for the use of the land, the siting of buildings and structures on the land or the preservation of natural vegetation on the land;
- f) Requirement of the Owner or Applicant to pay development cost charges pursuant to City and Regional District of Nanaimo bylaws;
- g) Any other condition in accordance with this bylaw or considered by the Approving Officer to be in the public interest.

10.0 SERVICING REQUIREMENTS

10.1 GENERAL REQUIREMENTS

- (a) Except as otherwise provided in this bylaw or in "Works and Services Bylaw 1995, No. 1235" as amended or replaced from time to time, the owner shall provide a vehicular and pedestrian highway system, water distribution, sanitary sewer and drainage works, underground wiring and street lighting systems such that each system:
 - (i) Serves and is connected to all parcels created by the subdivision or the development;
 - (ii) Extends along all highways within the subdivision;
 - (iii) Extends along all highways adjacent to the development, up to the centre line of the highway allowance;
 - (iv) Connects to the appropriate public utility;
 - (v) Complies with the requirements of the Engineering Standards and Specifications set out in Appendix I to this bylaw; and
 - (vi) Shall be constructed to allow for connection to lands and systems beyond the proposed development;

10.2 SERVICING AGREEMENT

All works and services to be constructed and installed to service any proposed development of any lands shall be constructed and installed to the standards prescribed in Appendix I of this bylaw to the satisfaction of the City Engineer at the expense of the Owner prior to the approval of such development, unless the Owner:

- (a) Deposits with the City either cash or an irrevocable letter of credit for an amount equal to the cost of designing, installing and paying for all works and services with an additional 10% to cover contingencies, as estimated or accepted by the City Engineer, required pursuant to this bylaw; and
- (b) Enters into an agreement with the City to construct and install the prescribed works and services by a specified date or forfeit the amount secured by the City; and
- (c) Provides evidence that s/he will indemnify and save harmless the City against:
 - (i) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of all services herein described, and
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said work resulting in damage to any property owned in whole or in part by the City or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, and
 - (iii) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, federal or provincial taxes, and for encroachments; and
- (d) Ensures that all works and services to be designed, constructed and installed at Owner's expense are to the standards prescribed in Appendix I of this bylaw; and
- (e) Retains as an agent a Professional Engineer, competent in the field of municipal engineering who is registered as a member in good standing with the Engineers and Geoscientists of BC (EGBC) to prepare, sign and seal design (construction) drawings, and to provide field reviews during construction and to prepare and certify drawings; and

- (f) Acknowledges that the City does not confirm the completeness or accuracy of the design (construction) drawings or accept responsibility for any costs or damages resulting from errors, omissions or deficiencies in said drawings; and
- (g) Arranges and pays for the connections to the City's existing works and services or utilities; and
- (h) Assigns, transfers and conveys the works and services, upon issuance of final acceptance by the City, together with all lands dedicated for roads upon or in which the works and services are located; and
- (i) Provides all rights-of-ways, easements, restrictive covenants or other documentation pursuant to plan registration necessary for construction or ultimate access required by the Approving Officer for the subdivision, or development, where applicable; and
- (j) Arranges for BC Hydro, Telus, cablevision and gas companies to perform all work required to allow the provision of these services to the affected development within alignments approved by the City Engineer.

10.3 FAILURE TO CONSTRUCT THE WORKS AND SERVICES

- (a) Where the Owner has failed to construct the works and services within the period as prescribed in the Servicing Agreement the City may elect to:
 - (i) at the request of the Owner, extend the period of the Servicing Agreement on such terms and conditions, including security that it may deem reasonable; or
 - (ii) enter onto the site to complete the works and services and to use such security as it deems necessary, and, should such security be insufficient, to recover such additional amount from the Owner.

10.4 APPLICATION FOR COST SHARING - LATECOMER AGREEMENTS

An Owner may apply to Council for cost sharing of a water sewer, drainage or highway system extension which provides excess or extended services pursuant to the *Local Government Act*.

The City will process applications for cost sharing of a water, sewer, drainage or highway extension in accordance with current Council bylaws and policies.

11.0 STREET NAMES

An application for Final Approval of a subdivision which would create new roads shall include a list of proposed street names in accordance with current Council bylaws and policies.

12.0 REPEAL OF PREVIOUS BYLAW

"City of Parksville Subdivision Servicing Bylaw, 1996, No. 1261" and all amendments are hereby repealed.

READ A FIRST TIME this

READ A SECOND TIME this

READ A THIRD TIME this

RECONSIDERED AND FINALLY ADOPTED this

Mayor

Corporate Officer