

Cultus Lake Park Board
Bylaw No. 2007-12
SUBDIVISION AND LAND DEVELOPMENT BYLAW

A Bylaw to regulate the subdivision and development of lands and to establish the standard of service to be provided

Whereas Section 12 of the Cultus Lake Park Act (1932 and Amendments) enables the Cultus Lake Park Board to make Bylaws;

Now, therefore, the Cultus Lake Park Board in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as Cultus Lake Park Bylaw 2007-04 Subdivision and Land Development Bylaw.
2. In this Bylaw, unless the context or the Land Title Act otherwise requires the following words and terms shall have the meaning hereinafter assigned to them:

ADMINISTRATOR means the Chief Administrative Officer or any other person appointed by the Board to fulfill the duties and responsibilities of that position.

APPLICATION means a proposal submitted to the *Approving Officer* for the purpose of securing *preliminary approval* or *final approval* and all necessary attachments and conditions.

APPROVING OFFICER means the person appointed by *the Board* to fulfill the duties and responsibilities of that position in accordance with the Land Titles Act and his or her designate.

BOARD, The means the governing and executive body of the *Cultus Lake Park Board*.

BUILDING INSPECTOR means the person appointed by *the Board* to fulfill the duties and responsibilities of that position and his or her designate.

BUILDING PERMIT means the permission or authorization in writing by the *Building Inspector* for the *Cultus Lake Park Board* to perform work regulated by the Building Bylaw in effect at the time.

COMMUNITY WATER SYSTEM means a water system owned, operated and maintained either by the Cultus Lake Park Board or privately and has been approved by the Comptroller of Water Rights.

CONNECTION means the actual physical connection between a water, or sanitary sewer main and an individual *parcel*, or between the hydro, gas, cable, or telecommunication utility and an individual *parcel*.

CONTRACTOR means the person or firm who is engaged by the *Developer* or the *Cultus Lake Park Board* to construct the *works and services*.

DEVELOPER means the *owner* or *owners* of land or the authorized agent of the *Owner*, who has made an *application* to the *Cultus Lake Park Board* for *subdivision*, or for a *building permit*, or is engaged in undertaking the *development* of such land.

DEVELOPER'S ENGINEER means an *Engineer* who is engaged by the *Developer* to design, prepare and certify drawings for the construction of *works and services* in a *subdivision*, or a *development*, or on *Municipal* property.

DEVELOPMENT means the improvement of lands requiring the installation of *works and services*, including the improvement of land which requires the issuance of a *building permit*.

DRAINAGE SYSTEM means a system of works designed and constructed to control the collection, conveyance and disposal of storm, ground, surface and other waters.

ENGINEER means a person who is duly registered and licensed under the Engineer and Geoscientists Act, R.S.B.C. 1996, c. 116, and its amendments from time to time.

ESTIMATED CONSTRUCTION COSTS means the costs of the *Works and Services* as calculated, signed, sealed by the *Developer's Engineer*, plus the applicable taxes, plus 20% as a contingency allowance.

EXTENSION means, with regards to *works and services*, the *extension* of a *highway*, *drainage system*, *sanitary sewer system*, or *water system* from an existing Cultus Lake Park Board system to the system within a *subdivision* or a *development*.

FINAL APPROVAL means the written approval granted by the *Approving Officer* after all of the requirements of this Bylaw, other bylaws of the *Cultus Lake Park Board*, and applicable provincial legislation have been fulfilled.

FRONTAGE means the length of the *front parcel line*.

GRADE or GRADIENT means the relationship of the vertical distance of a slope to its horizontal distance, normally expressed as a percentage.

LANDSCAPING means the planting and maintenance of some combination of trees, shrubs, hedges, flowers, ground cover, lawns or other horticultural elements, with, or without, other architectural elements such as fencing, *walkways*, lights, ponds, fountains, and other structures or materials, for the purpose of enhancing the aesthetic qualities, visual amenity and functional *development* of an area.

MEDICAL HEALTH OFFICER means an official appointed as a Medical Health Officer under the provisions of the *Health Act*.

OWNER means the registered leaseholder.

PARCEL means any lot, block, or other area in which land is held, or into which it is *subdivided*.

PARCEL DEPTH means the shortest distance between the *front parcel line* and the *rear parcel line*.

PARCEL LINES

Exterior side means the *parcel line* or *parcel lines*, not being the *front parcel line* or the *rear parcel line* common to a *highway* other than a *lane* or *walkway*.

Front means the shortest lot line common to the lot and an adjoining highway, and where the front and rear lot lines each adjoin a highway, means that to which the majority of adjacent buildings are faced, and in the case of a corner lot, means the shorter of those.

Interior side means a *parcel line* or *parcel lines*, not being the *front parcel line* or the *rear parcel line*, common to more than one *parcel* or to a *parcel* and a *lane* or a *walkway*.

Rear means the *parcel line* opposite to and the most distant from the *front parcel line* and between the two *side parcel lines* or where the rear portion of the *parcel* is bounded by intersecting *side parcel lines* it shall be the point of intersection.

Side means the *parcel line*, or *parcel lines*, which are not the *front* or *rear parcel lines*.

PARCEL WIDTH means the shortest distance measured between two points on the two *side parcel lines* at a distance from the *front parcel line* equal to the minimum front setback for that *zone*.

POTABLE WATER means water, which is approved for drinking purposes by the *Medical Health Officer* having jurisdiction.

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 the property, including but not limited to *drainage system*, *sanitary sewer system*, *Community Water System*, street lighting, *electric and telecommunication service line*, electric power distribution, telephone, cable television and gas distribution systems.

RIGHT-OF-WAY, or RIGHTS-OF-WAY means land or any interest in land acquired for any public purpose, including but not limited to:

- a. easements;
- b. public rights of passes with or without vehicles;
- c. constructing, maintaining or operating any railway;
- d. erecting and maintaining any pole line or pipeline;
- e. laying, placing and maintaining drains, ditches, pipes, transmission lines or wire for the conveyance, transmission or transportation of water, gas, cable, hydro, electric power, communication, or for the disposal of sewage or drainage;
- f. the operation and maintenance of vehicular traffic and as registered as a public right-of-way.

ROADWAY means the portion of a *highway* surfaced for the purpose of facilitating vehicular movement.

SANITARY SEWER SYSTEM means a system for the collection, treatment and disposal of sanitary sewage.

SECURITY DEPOSIT means cash, certified cheque, or an irrevocable and automatically renewable letter of credit from a Chartered Bank or Credit Union in the form and amount required under this Bylaw.

SERVICING AGREEMENT means an agreement pursuant to this Bylaw for the installation of *works and services*.

STORMWATER MANAGEMENT PLAN means a plan which indicates the means by which storm water and other surface water will be managed within or through the *subdivision*.

SUBJECT PROPERTY means the land proposed for the *development* or for the *subdivision*, including any remainder.

SUBDIVISION means any changes in the existing size, shape, number or configuration of registered *parcels* whether by place, descriptive word or otherwise, including the division of land into two or more *parcels* under the Land Title Act and the realignment of *parcels*

SURVEYOR means a land surveyor who is registered or licensed in the Province of British Columbia.

TAX COLLECTOR means the person appointed by *The Board* to fulfill the duties and responsibilities of that position and his or her designate for the purpose of collecting lease payments.

WATER SYSTEM means a system for the collection, treatment, and distribution of water.

WORKS AND SERVICES means any public service, facility or utility which is required for a *subdivision* or *development*, including but not limited to the supply and distribution of water, the collection and disposal of sewage, the collection and disposal of storm or other surface water, street lighting, access *roadways*, curbs, gutters, *sidewalks*, *walkways*, *landscaping*, street trees and *boulevard* plantings, postal kiosks, community mail boxes, and the supply and distribution of electrical power, telephone, natural gas, or cablevision.

ZONE or ZONING means the zone or zoning as determined in the *Specified Area Bylaw*.

GENERAL PROVISIONS

3. This bylaw shall apply to all *parcels* within the *Cultus Lake Park Board*, except where the *development* is for a single family dwelling *unit* constructed under a *building permit* on *parcels* that have existing *works and services*.
4. As a condition of the issuance of approval of a subdivision or issuance of a building permit, every Developer shall provide at the Developer's expense, all works and services which are required under this Bylaw, on the subject property being developed.
5. The Cultus Lake Park Board may require different levels of service to be provided in different zones of the Cultus Lake Park Board.
6. This bylaw shall be administered by:
 - (a) The *Approving Officer* where *works and services* are to be *provided* because of a *subdivision* of land;
 - (b) The *Building Inspector* where *works and services* are to be *provided* because of a *building permit*
7. No person shall *subdivide* a *parcel* within the *Cultus Lake Park Board* unless the *subdivision* of the *subject property* has received *final approval* from the *Approving Officer*, except where permitted under the Land Title Act, and the subject property is identified on Schedule A of this bylaw, or there has been an approved variance of the approved lots under Schedule A.
8. Unless otherwise approved by a Development Variance Permit or a Development Permit issued by the *Board*, or provided by this Bylaw, all *subdivisions* and *developments* shall be *provided* with the *works and services* as prescribed by this Bylaw.
9. Unless otherwise provided by this Bylaw, all *works and services*, costs and expenses required in this Bylaw shall be *provided* at the *Developer's* expense.
10. The *Approving Officer* shall not approve a *subdivision* which creates a non-conforming use or increases the degree of non-conformity of an existing non-conforming use.
11. Despite section 3 of this Bylaw, the requirements of this Bylaw shall not apply where the *parcel* created is to be used solely for the unattended equipment necessary for the operation of:
 - (a) CLPB drainage system;
 - (b) CLPB sanitary sewer system;
 - (c) Community Water System;
 - (d) a community gas distribution system;
 - (e) a community radio or television receiving antenna;
 - (f) a telecommunications relay station;
 - (g) an automatic telephone exchange;
 - (h) an air or marine navigational aid;

- (i) electrical substations or generating stations; or
 - (j) any other public utility or quasi public utility or facility.
12. All parcels to be subdivided must be into two equal sizes, and cannot be less than the "minimum foot frontage" for each individual address described in Schedule "A", divided by two. If the subdivision is larger than two parcels, the minimum parcel size cannot be less than the "minimum foot frontage" for each individual address described in Schedule "A", divided by two.
13. Where applicable, the *Developer* shall be responsible for complying with any other legislation associated with the *subdivision* and *development* of land including, but not limited to, municipal and *Regional District* bylaws, provincial statutes and federal statutes.
14. If the subject property is not one of the approved sub dividable lots as per Schedule A, the Owner may apply through the Development Variance process to gain said approval to subdivide, and after any Development Variance approval will be subject to all conditions and fees described in this bylaw.

APPLICATION FOR SUBDIVISION

15. The *Developer* shall submit to the *Approving Officer* an *application* for *subdivision* which includes the following:
- (a) A *completed application* form which is signed by the *Owner* or the *duly authorized agent*;
 - (b) A written statement of the intended use of such lands;
 - (c) A dimensional sketch plan of the proposed subdivision;
 - (d) Proof that the applicant is the owner of the subject property or his duly authorized agent; and
 - (e) Payment of the fees prescribed in this Bylaw.
16. The *Approving Officer* may require the *Developer*, at the *Developer's* expense, to submit the following:
- (a) Preliminary road alignment and parcel concept plan showing how the subdivision lands and lands beyond the subdivision will be serviced;
 - (b) A contour plan of the subject property;
 - (c) A survey of existing trees on the subject property;
 - (d) A landscaping plan;
 - (e) A preliminary storm water management plan;
 - (f) A geotechnical slope stability study;
 - (g) A geotechnical review;
 - (h) Topographical mapping;

- (i) Development phasing boundaries, showing parks, institutional lands, road hierarchy and parking;
- (j) Development servicing concept plan showing preliminary alignment of water main, and sanitary main, and the direction of the sanitary and storm drainage flows.
- (k) A traffic impact study;

17. The *Approving Officer* may consider comments from federal departments or agencies, provincial departments or agencies.

FINAL APPROVAL

18. In order to obtain *final approval*, the *Developer* shall tender a final *subdivision* plan for examination by the *Approving Officer* which shall be accompanied by:

- (a) Any other charges as set out in this Bylaw or other Cultus Lake Park Board bylaws such as *those fees relating to the Community Recreational Reserve Fund Bylaw* , levies, *application*, processing and administration fees; and
- (b) A certificate from the *Tax Collector* that all taxes assessed on the *subject property* have been paid, and where local improvement taxes, rates or assessments are payable by installments that all installments owing at the date of the certificate have been paid.

19. The *Approving Officer* shall not send the application to the Cultus Lake Park Board for final approval unless, where applicable, the *Developer*:

- (a) Gives a *security deposit* to the *Cultus Lake Park Board* in the form and amount that is required by this Bylaw and that is satisfactory to the *Approving Officer* having regard to the cost of installing and paying for all *works and services* required by the bylaw but not *provided* prior to the *final approval*;
- (b) Enters into a Servicing Agreement to provide the works and services which are required by the bylaw but not provided prior to the final approval or forfeit the security deposit if the *Developer* does not complete those works and services;
- (c) Submits completed engineering design drawings, prepared and sealed by an Engineer, which certifies that all works and services, are to the standards prescribed by this Bylaw; and
- (d) Submits proof that all taxes, rates and charges on the subject property have been paid.
- (e) Submits a title search of all parcels to be subdivided that has been performed within 48 hours of the date of signing of the Servicing Agreement to verify property ownerships and that there are no registered claims against the properties.

20. The Cultus Lake Park Board shall not pay any interest on the security deposit or the maintenance deposit.

21. The amount of the *security deposit* shall be determined, to the satisfaction of the *Approving Officer* in the following method:

- (a) The value of *estimated construction costs* for the *works and services*; plus

- (b) Additional costs where necessary, which includes the *Developer's* costs for *providing* underground and surface works for *public utilities* including ducting or wiring.

SERVICING AGREEMENTS

22. The *Developer* shall not construct and install any *works and services* for a *development*, unless the *Developer*:

- (a) Deposits with the *Cultus Lake Park Board* a *security deposit*;
- (b) Enters into an Servicing Agreement with the Cultus Lake Park Board to construct and install the prescribed works and services by a specified date or forfeit the security deposit;
- (c) Pays to the Cultus Lake Park Board all fees and charges;
- (d) Agrees that he/she will indemnify and save harmless the Cultus Lake Park Board against:
 - (i) All actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of all *works and services*;
 - (ii) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned whole or in part by the *Cultus Lake Park Board* or which the *Cultus Lake Park Board* 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 costs which may be incurred by reason of liens for non-payment of labour or materials, worker's compensation assessments, Employment Insurance, Federal or Provincial taxes and for encroachments owing to mistakes in surveying;
 - (iv) All actions proceeding costs, damages, expenses, claims and demands arising from the *Developer's* trespass or damage to private property or properties owned by a person other than the *Cultus Lake Park Board*;
 - (v) All expenses and costs which may be incurred by the *Cultus Lake Park Board* as a result of faulty workmanship, defective material or both in any of the *works and services* installed by the *Developer*.

PAYMENT OF TAXES AND CHARGES

23. The *Developer* shall pay all lease payments, rates and charges, assessed and levied against the *subject property*, where such lease payments, rates and charges for the current year have not been assessed, levied or imposed on the *subject property* at the date on which the *final approval* is signed by the *Approving Officer*, pay the amount estimated by the *Tax Collector* to be the total of the *lease payments*, rates and charges to be assessed, levied and imposed on the *subject property* for the current year.

24. Every *Developer* shall submit with his/her *application* for *subdivision* the fees which is set out in Schedule B.
25. Every *Developer* shall pay the administration fees in the amount and at the times set out in Schedule B.
26. The fees prescribed in Schedule B shall be in addition to any fee prescribed under the Land Title Act.

AUTHORIZATION

27. Any officer or employee of the *Cultus Lake Park Board* is authorized to enforce this Bylaw and to enter, at all times, any day of the week, on any property or premises within the *Cultus Lake Park Board* to ascertain whether there is compliance with the provisions of this Bylaw.
28. By this Bylaw the *Board* hereby delegates the full authority for the approval of *applications* for *development* or *subdivision*, and all matters relating to such *applications*, to the *Approving Officer* and his or her designates. The *Board* also hereby delegates full authority to the *Building Inspector* and his or her designates for the approval of *applications* for *building permits*.
29. The *Approving Officer* and the *Building Inspector* shall be authorized to approve minor variations to the servicing requirements set out in this Bylaw in considerations of site conditions of the *subject property* or *parcels* abutting the *subject property*.
30. The *Approving Officer* may prescribe any form, certificate, design criteria manual, notice, written approval, drawings, agreement or other administrative requisites required under this Bylaw.
31. Upon receiving Final approval for the subdivision, the *Developer* shall enter into an agreement that will ensure that all but one of the subject parcels will be transferred into some other name other than their own, within 90 days.

SCHEDULES

32. The following schedules are hereby attached to and form part of this Bylaw:
 - (a) Schedule A: List of Subdividable Lots
 - (b) Schedule B: Service Fees

SEVERABILITY

33. If any part of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the decision shall not affect the validity of the remaining provisions of this Bylaw.

PENALTY

- 34. Every person who:
 - (a) Violates any provisions of this Bylaw;
 - (b) Causes or permits any act or thing to be done in contravention or violation of any provisions of this Bylaw;
 - (c) Neglects or omits to do anything required under this Bylaw; is guilty of an offence against this Bylaw.
- 35. Each day's continuance of an offence under section 99 constitutes a new and distinct offence.
- 36. Every person who commits an offence under this Bylaw, is liable, on summary conviction to a penalty not greater than that maximum allowable as per the Cultus Lake Park Act, plus the costs of prosecution.

ADOPTION

- 37. This bylaw may be cited for all purposes as "Subdivision and Land Development Bylaw No. 2007-12".

READ A FIRST TIME THIS 9th DAY OF MAY, 2007.

READ A SECOND TIME THIS 23rd DAY OF MAY, 2007.

SECOND READING RESCINDED THIS 13th DAY OF JUNE, 2007.

READ A SECOND AND THIRD TIME THIS 13TH DAY OF JUNE, 2007, AS AMENDED.

ADOPTED THIS 27TH DAY OF JUNE, 2007.

CLPB Chair

CLPB CAO/Park Manager

SCHEDULE “A”

Lots which are sub dividable in Cultus Lake Park are as follows:

	REQUIRED TO SUBDIVIDE	QUALIFY
Lease lots 1W to 27W, 200W to 210A Lakeshore Drive Minimum 50 foot frontage	. 074 acre	5W
Lease lots 28W to 44W, 210AW to 229W Lakeshore Drive Minimum 50 foot frontage	. 112 acre	44W 210AW
Lease lots 307W to 313W Munroe Avenue Minimum 50 foot frontage	. 112 acre	0
Lease lots 106 to 125, 207 to 225 1 st Avenue Minimum 50 foot frontage	. 074 acre	LR114
Lease lots 273 to 284 Fir Street Minimum 70 foot frontage	. 114 acre	LR284
Lease lots 285 to 296 Hemlock Street Minimum 70 foot frontage	. 114 acre	0
Lease lots 126 to 144, 226 to 243 1 st Avenue Minimum 50 foot frontage	. 068 acre	LR227 LR232
Lease lots 297 to 305 Hemlock Minimum 70 foot frontage	. 098 acre	0
Lease lots 306 to 330 2 nd Avenue Minimum 70 foot frontage	. 098 acre	LR306 LR309
Lease lots 310 to 317, 319 to 326 Spruce Street Minimum 70 foot frontage	. 098 acre	LR319
Lease lots 331 to 337, 338 to 347 Balsam Street Minimum 70 foot frontage	. 098 acre	LR345
Lease lots 348 to 356 Pine Street Minimum 70 foot frontage	. 122 acre	0
Lease lots 357 to 365 Pine Street Minimum 70 foot frontage	. 082 acre	0
Lease lots 145 to 172, 244 to 259 1 st Avenue Minimum 50 foot frontage	. 074 acre	LR149

	REQUIRED TO SUBDIVIDE	QUALIFY
Lease lots 366 to 373, 374 to 381 Cedar Street Minimum 70 foot frontage	. 082 acre	0
Lease lots 382 to 389, 390 to 397 Alder Street Minimum 70 foot frontage	. 090 acre	0
Lease lots 398 to 404, 405 to 410 Birch Street Minimum 70 foot frontage	. 110 acre	0
Lease lots 412 to 418 Maple Street Minimum 70 foot frontage	. 088 acre	0
Lease lots 145 to 171 1 st Avenue Minimum 50 foot frontage	. 074 acre	LR147
Lease lots 244 to 249 1 st Avenue Minimum 50 foot frontage	. 082 acre	0

SCHEDULE “B”
Subdivision and Land Development Bylaw
Fees

The following fees shall apply for the purposes of this Bylaw.

Subdivision Application Fees

Application fee:

- Subdivision with 2 - 3 *parcels* \$325 first lot plus \$50 for each additional *parcel*
- Subdivision with 4 - 10 *parcels* \$325 first lot plus \$75 for each additional *parcel*
- Subdivision with more than 10 *parcels* \$325 first lot plus \$100 for each additional *parcel*

Approved Subdivision Lot Fees

- Subdivision of land into 2 parcels or more: \$15,000 per Lot
- Approved Subdivision Fee for single lot into two Lots: \$30,000
- Community Recreational Reserve Fund Allocation Fee: \$5,000 per subdivided lot

Cultus Lake Park Board
APPLICATION FOR SUBDIVISION

Date of Application: _____ Application Fee: \$_____ Receipt No.: _____

Applicant's Name: _____

Applicant's Address: _____

Civic Address of Affecting Property: _____

Applicant's Home Phone: _____ Work Phone: _____

Does Applicant Property Qualify As Per Schedule "A"? YES NO

Dimensional Sketch Provided

Is this an Application for Amalgamation? YES

DESCRIPTION OF INTENDED USE AND DEVELOPMENT
(please include estimated construction value of development)

OTHER ATTACHED DOCUMENTS
(please list all supporting documents)

AUTHORIZATION

Signature of registered property Lessee if the applicant is not the Lessee:
(If not available please attach letter of consent from the Lessee)

Signature of Lessee

Signature of Applicant

FREEDOM ON INFORMATION ACKNOWLEDGEMENT

Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement. The personal information is collected under the authority of the Local Government Act and the Cultus Lake Park Board bylaws. If you have any questions about this collection, contact the Chief Administrative Officer, Cultus Lake Park Board. Personal information and business information submitted on this form are not considered to be supplied in confidence.

_____ Please initial to acknowledge that you have read the above.

