



DISTRICT OF HOPE

**SUBDIVISION & DEVELOPMENT
SERVICING BYLAW NO. 1058**

(CONSOLIDATED TO JUNE 2024)

All persons making use of this consolidation are advised that the amendments have been embodied for convenience of reference only, and that the original bylaw and all amending bylaws must be consulted for all purposes of interpreting and applying the law.

Any parts of the original bylaw or original bylaw as amended and schedules which have been repealed have not been included in this consolidation.

SCHEDULE OF AMENDMENTS

BYLAW	ADOPTED	AMENDMENT
1183	October 24, 2005	Housekeeping
1316	January 23, 2012	Reference Fees & Charges Bylaw
1583	June 24, 2024	Addition of Section 73 and Schedule C

**THE DISTRICT OF HOPE
SUBDIVISION AND DEVELOPMENT SERVICING BYLAW
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THE DISTRICT OF HOPE

BYLAW NO. 1058

A BYLAW TO REGULATE THE SUBDIVISION AND DEVELOPMENT OF LANDS WITHIN THE DISTRICT OF HOPE.

WHEREAS: the Council is authorized to regulate the subdivision and development of lands within the District of Hope;

AND WHEREAS: the Council is authorized to establish the standard of services to be provided;

NOW THEREFORE: the Council for the District of Hope, in open meeting, enacts as follows:

TITLE

1. This bylaw may be cited for all purposes as the “**SUBDIVISION AND DEVELOPMENT SERVICING BYLAW NO. 1058**”.
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DEFINITIONS

2. In this Bylaw, unless the context otherwise requires:

ACCEPT, ACCEPTED, ACCEPTING, or ACCEPTANCE, with regards to *works and services* means the final acceptance of the *works and services* as certified by the *Approving Officer* in writing, when the *maintenance period* has been *completed* to the satisfaction of the *Approving Officer* and a *Certificate of Final Acceptance* has been issued.

ADMINISTRATOR means the Chief Administrative Officer or any other person appointed by *Council* to fulfill the duties and responsibilities of that position. (AM#1183)

APPLICATION means a proposal submitted to the *Approving Officer* for the purpose of securing *preliminary assessment* or *final approval* and all necessary attachments and conditions. (AM#1340)

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

ARTERIAL, or ARTERIAL ROAD means a *highway* which has limited direct access whose primary function is to carry through traffic from one part of the *Municipality* to the other with as little interference as possible from adjacent land uses.

BOULEVARD means the portion of a *highway* between the *lot line* and the traveled portion of a *highway*, including, but not limited to curbs, *sidewalk*, ditches and bicycle paths. (AM#1340)

BUILDING INSPECTOR means the person appointed by *Council* 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 *Municipality* to perform work regulated by the Building Bylaw in effect at the time.

CERTIFICATE of APPROVAL means the form indicating the written approval by the *Approving Officer* after completion of the *maintenance period*.

CERTIFICATE of FINAL ACCEPTANCE means the form indicating the written *acceptance* by the *Administrator* of the *Works and Services* at the end of the *maintenance period* and after all works and deficiencies are *complete*.

CERTIFICATE of SUBSTANTIAL PERFORMANCE means the form indicating the written approval by the *Administrator* of *substantial completion* of the *Works and Services*.

CERTIFICATE of TOTAL PERFORMANCE means the form indicating the written approval by the *Administrator* of total *completion* of the *Works*.

CLERK means the person appointed by *Council* to fulfill the duties and responsibilities of that position and his or her designate.

COLLECTOR or COLLECTOR ROAD means a *highway* with an existing or proposed *right-of-way* width of 25 metres, which serves local and through traffic needs in the *Municipality*.

COMMUNITY SANITARY SEWER SYSTEM means a sewage collection or disposal system of sufficient capacity to carry domestic effluent from an area that is serviced by a sewage treatment and disposal facility approved under the Environmental Management Act. (AM#1340)

COMMUNITY WATER SYSTEM means a system of waterworks that is:

- owned, operated and maintained by the District of Hope;
- owned, operated and maintained by the Regional District;
- an Improvement District under the Local Government Act;
- a water utility under the Water Utility Act;
- a utility under the Utility Commission Act; or
- otherwise approved by the Comptroller of Water Rights.
(AM#1340)

COMPLETE, COMPLETED, or COMPLETING means, when used with respect to the *works and services*, completion to the satisfaction of the *Approving Officer*.

CONDOMINIUM ACT means the Condominium Act, R.S.B.C. 1996, c. 64 and its amendments or replacements from time to time.

CONNECTION means the actual physical connection between a water, storm sewer 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 *Municipality* to construct the *works and services*.

COUNCIL means the governing and executive body of the *Municipality*.

CRESCENT ROAD means a *local road* that connects to the same *highway* at both ends.

CUL-DE-SAC means a *highway* which is designated to be permanently closed at one end by the patterns of *subdivision*, or which is terminated by a natural feature, and provides at its termination a vehicular turning area.

DEVELOPER means the *owner* or *owners* of land or the authorized agent of the *Owner*, who has made an *application* to the *Municipality* 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*.

DIRECTOR of COMMUNITY DEVELOPMENT means the person appointed by *Council* to fulfill the duties and responsibilities of that position and his or her designate. (AM#1183)

DIRECTOR of OPERATIONS means the person appointed by *Council* to fulfill the duties and responsibilities of that position and his or her designate. (AM#1183)

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

ELECTRICAL and TELECOMMUNICATION SERVICE LINE means the electrical and telecommunication lines between the pole, or dip service *connection*, and the building.

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 municipal system to the system within a *subdivision* or a *development*.

EXCESS, or EXTENDED SERVICES means, with regards to *Works and Services*, an *extension* which includes such portions of a *highway* or a service that fronts or flanks and potentially benefits lands outside of the *subdivision or development*.

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

FLOOD PLAIN means an area which is susceptible to flooding or erosion from a *watercourse*, lake, or other body of water and that has been designated as a floodplain in the *Zoning Bylaw*.

FRONTAGE means the length of the *front lot line*. (AM#1340)

FRONT LOT LINE 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 unless both such lines exceed 28 metres in length, in which case the owner may choose either and in the case of a panhandle lot, shall be the closest line to the highway, exclusive of the access strip, where such line is approximately parallel to the road frontage unless approved otherwise by the District of Hope. (AM#1183) (AM#1340)

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

HIGHWAY means a street, road, *lane*, bridge, viaduct and any other way open to public use, other than a private right of way on private property. (AM#1340)

LANDSCAPING means trees, shrubs, hedges, flowers, ground cover, lawns or other vegetative elements, together with architectural elements including fencing, walkways, lights, ponds and pools, for the purpose of enhancing the aesthetic qualities, visual amenity and functional use of an area. (AM#1340)

LANDSCAPE ARCHITECT means a person who is registered under the provisions of the Architect (Landscape) Act, R.S.B.C. 1996, c. 18, and its amendments from time to time.

LANE means a *highway* for vehicular traffic with a road allowance of not less than 6 metres and which affords a secondary means of access to adjoining *parcels* from the *side* or the rear.

LATECOMER means an *owner* of real property within the benefiting *parcels* receiving *excess or extended services*.

LOCAL ROAD means a *highway* whose primary purpose is to *provide* direct access to properties, usually connecting to other *local roads* or to *collector roads*, including *cul-de-sacs*, *P-loops* and *crescent roads*.

LOT LINE means any boundary of a *parcel*.

MAINTENANCE 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 for the purposes of the maintenance holdback.

MAINTENANCE PERIOD means the time after a *Certificate of Substantial Performance* has been issued during which time the *Developer* is responsible for maintenance of the *works and services*.

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

MINIMUM BUILDING ELEVATION means the lowest elevation at which the habitable floor of any building can be serviced by a gravity connection to the storm and sanitary sewer mains but shall be the greater elevation of the drainage system surcharge level plus 300 millimeters, or of the flood construction level as set out in District Bylaws or Provincial Regulations.
(AM#1183)

MINIMUM SIZE means an *extension* to *works and services* that is at the minimum size required under the provisions of this Bylaw for the land use designation of the *subdivision*.

MUNICIPAL DRAINAGE SYSTEM means a *drainage system* which is owned, operated and maintained by the *Municipality*, or by the *Regional District*.

MUNICIPALITY means the District of Hope.

NATURAL BOUNDARY means the visible high-water mark of any, lake, river, stream or other body of water where the presence and action of water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the, lake, river, stream, or other body of water a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself and includes, without limiting the generality of the foregoing, the edge of dormant side channels of any, lake, river, stream or other body of water. (AM#1340)

OFFICIAL COMMUNITY PLAN, or OCP means the District of Hope Official Community Plan Bylaw in force at the time.

OWNER means the registered owner of real property.

P-LOOP means a variation of a *cul-de-sac* having a looped road at one end and a single access point so that the centreline of the road forms the letter 'P'.

PANHANDLE means a narrow strip of land, which as an integral part of a *parcel*, providing the balance of that *parcel* with access to and *frontage* on a *highway*.

PANHANDLE LOT means a parcel connected to a highway by a panhandle access strip. (AM#1340)

PARCEL means a fee simple lot, block or other area in which land is held or into which land is subdivided under the Land Act or a bare land strata plan under the Strata Property Act. (AM#1340)

PARCEL AREA means the area of land within the *lot lines* but excludes the area of *panhandle* where the width of the *panhandle* is less than 12 m.

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

PARCEL LINE means any boundary of a *parcel*.

PARCEL LINES

EXTERIOR SIDE means the *lot line* or *lot lines*, not being the *front lot line* or the *rear lot line* common to a *highway* other than a *lane* or *walkway*. (AM#1340)

FRONT means any *lot line* common to the *parcel* and an adjoining *highway* where there is only one such common *lot line*. Where the *front lot line* and the *rear lot line* each adjoin a *highway*, the *front lot line* means the *lot line* common to the *parcel* and the *highway* towards which the majority of adjacent buildings are faced. In the case of a corner *parcel*, the *front lot line* means the *lot line* common to the *parcel* and the *highway* which is the shorter of these two *lot lines* unless approved otherwise by the *Building Inspector*. (AM#1340)

INTERIOR SIDE means a *lot line* or *lot lines*, not being the *front lot line* or the *rear lot line*, common to more than one *parcel* or to a *parcel* and a *lane* or a *walkway*. (AM#1340)

REAR means the *lot line* opposite to and the most distant from the *front lot line* and between the two *side lot lines* or where the rear portion of the *parcel* is bounded by intersecting *side lot lines* it shall be the point of intersection. (AM#1340)

SIDE means the *lot line*, or *lot lines*, which are not the *front* or *rear lot lines*. (AM#1340)

PARCEL WIDTH means the shortest distance measured between two points on the two *side lot lines* at a distance from the equal to the minimum front setback for that *zone*. The *parcel* must extend towards the *rear lot line* at this width, or greater, for a distance not less than 16 m from the front setback. (AM#1340)

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

PRELIMINARY LETTER OF ASSESSMENT, PLA OR PRELIMINARY ASSESSMENT means the conditional written assessment granted by the Approving Officer of a proposed subdivision plan which outlines the requirements that must be fulfilled in order to obtain final approval. (AM#1340)

PROVEN SUPPLY means a supply of *potable water* which is available and proven with respect to volume, delivery, and continuity of supply from an on-

site groundwater system, a source requiring a water license from the Ministry of Environment, Lands and Parks, or a *community water system*. (AM#1183)

PROVIDE, PROVIDED, and PROVIDING means, with regards to *works and services*, doing all that is necessary to make a required service available and functioning in a proper manner, including but not limited to design, construction, installation, testing and certifying of those *works and services*.

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 *municipal drainage system, community sanitary sewer system, community water system, streetlighting, electric and telecommunication service line*, electric power distribution, telephone, cable television and gas distribution systems. (AM#1183) (AM#1340)

REGIONAL DISTRICT means the Fraser Valley Regional District.

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

1. easements;
2. public rights of passes with or without vehicles;
3. constructing, maintaining or operating any railway;
4. erecting and maintaining any pole line or pipeline;
5. 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;
6. 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.

SELF CONTAINED LIVING AREA means one or more habitable rooms designed, occupied, or intended for use as residential accommodation where such room or rooms together contain or provide for the installation of only one set of cooking facilities.

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

SIDEWALK means the improved area of a highway adjacent to the roadway for the use of pedestrians. (AM#1340)

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 change in the existing size, shape, number or configuration of a parcel or parcels but does not include the creation, consolidation or resubdivision of a strata lot or phased development under the Strata Property Act, except the purposes of regulating the standards for highways as provided under the Local Government Act. (AM#1340)

SUBSTANTIAL COMPLETION means the completion of *works and services* required under this Bylaw except for minor deficiencies, as evidenced by the issuance of the *Certificate of Substantial Performance*.

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

TAX COLLECTOR means the person appointed by *Council* to fulfill the duties and responsibilities of that position and his or her designate.

THROUGH PARCEL means an interior or corner *parcel* that abuts two or more *highways* other than a *lane*, except that for the purposes of this definition a *highway* common to an *exterior side lot line* shall not be considered as a *highway*.

UNIT or UNITS means the number of *self contained living areas* that could be developed in accordance with the *Zoning Bylaw*.

WALKWAY means a surfaced area for use by pedestrians, and includes without limiting the generality of the foregoing, a sidewalk. (AM#1340)

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

WATERCOURSE means any natural or man made depression with well defined banks and a bed 0.6 m or more below the surrounding land serving to give direction to a current of water for at least 6 months of the year or having a drainage area of 2 square kilometres or more upstream of the point of consideration.

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 *Zoning Bylaw*.

ZONING BYLAW means the District of Hope Zoning Bylaw in effect at the time.

GENERAL PROVISIONS

3. This bylaw shall apply to all *parcels* within the *Municipality*, except where the *development* is for a single family or two 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:
 - (a) All *highways* immediately adjacent to the *subject property*; and
 - (b) The *subject property* being developed.
5. The requirements under section 4 shall only apply insofar as they are directly attributable to the *subdivision* or the *development* and shall not include specific *works and services* that are required by a *development* cost charge, unless the *Developer* agrees to *provide* the *works and services*, in which case the calculation of the *development* cost charge will be subject to the provisions of the Municipal Act.

6. The *Municipality* may require different levels of service to be *provided* in different *zones* of the *Municipality*.
7. The minimum level of services shall be the level of *works and services* set out in Schedule A.
8. 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*.
9. No person shall *subdivide* a *parcel* within the *Municipality* unless the *subdivision* of the *subject property* has received *final approval* from the *Approving Officer*, except where permitted under the Land Title Act.
10. Unless otherwise approved by a Development Variance Permit or a Development Permit issued by the *Council*, or provided by this Bylaw, all *subdivisions* and *developments* shall be *provided* with the *works and services* as prescribed by this Bylaw.
11. 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.
12. 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.
13. The design criteria, standards and procedures set out within this Bylaw do not apply to strata developments. **(AM#1183)**
14. 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) *municipal drainage system*;
 - (b) *community sanitary sewer system*; **(AM#1340)**
 - (c) *community water system*; **(AM#1183)**
 - (d) a community gas distribution system;
 - (e) a community radio or television receiving antenna;
 - (f) a radio or television broadcasting antenna;

- (g) a telecommunications relay station;
 - (h) an automatic telephone exchange;
 - (i) an air or marine navigational aid;
 - (j) electrical substations or generating stations; or
 - (k) any other *public utility* or quasi *public utility* or facility.
15. 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.
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APPLICATION FOR SUBDIVISION

16. 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 *Developer* or the *Owner*;
 - (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.
17. The *Approving Officer* may require the *Developer*, at the *Developer's* expense, to submit the following:
- (a) Profiles and plan views of every new *highway* shown with such topographical detail including horizontal and vertical curvature required to assess the *Engineering* problems to be dealt with in opening the *highways* shown on the plan;
 - (b) Preliminary road alignment and *parcel* concept plan showing how the *subdivision* lands and lands beyond the *subdivision* will be serviced;
 - (c) A contour plan of the *subject property*;
 - (d) A survey of existing trees on the *subject property*;
 - (e) A *landscaping* plan;
 - (f) A preliminary *stormwater management plan*;
 - (g) A geotechnical slope stability study;
 - (h) A geotechnical review;
 - (i) Topographical mapping;
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- (j) *Development* phasing boundaries, showing parks, institutional lands, road hierarchy and parking;
 - (k) *Development* servicing concept plan showing preliminary alignment of water main, sanitary main and storm drainage main sizes, and the direction of the sanitary and storm drainage flows.
 - (l) A traffic impact study;
 - (m) A title search of all *parcels* to be *subdivided* that has been performed within 48 hours of the signing of the *Servicing Agreement*.
18. The *Approving Officer* may also require specialist consultants be engaged by the *Developer*, at the *Developer's* expense, to *provide* comments on the mitigation of environmental, biological, or other peculiar situations resulting from the proposed *subdivision*.
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BUILDING PERMIT

19. Where a *developer* applies for a *building permit* to construct or modify a building on a *parcel*, the *Developer* shall provide *works and services* as required by this Bylaw in the following circumstances:
- (a) In *zones* that are designated multiple family residential, mobile home park, commercial, industrial, public or miscellaneous, where the value of the *estimated construction costs* is \$50,000 or more;
 - (b) In Comprehensive *Development zones*, as specified within the *zoning bylaw*.
20. Despite section 19, where a *Developer* applies for a *building permit*, the *Developer* is not required to *provide works and services* for:
- (a) Buildings located in *zones* which are designated as rural, single, or two family; or
 - (b) *Building permits* which do not involve a change in occupancy and use, as determined by the *Building Inspector*, where such modifications do not impose new capital cost burdens on the *Municipality*.
21. The *Building Inspector* may require the *Developer*, at the *Developer's* expense, to submit the following:
- (a) Profiles and plan views of every new *highway* shown with such topographical detail including horizontal and vertical curvature required to assess the *Engineering* problems to be dealt with in opening the *highways* shown on the plan;
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- (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 *stormwater management plan*;
 - (f) A geotechnical slope stability study;
 - (g) A traffic impact study.
22. The *Building Inspector* may also require specialist consultants be engaged by the *Developer*, at the *Developer's* expense, to *provide* comments on the mitigation of the environmental, biological or other peculiar situations resulting from the proposed *subdivision* or *development*.
23. A *building permit* will not be issued by the *Municipality* unless all works and services exist or, in the case of a new subdivision, a *Certificate of Substantial Performance* has been issued.
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ADMINISTRATION

24. The *Approving Officer* may, at any stage of reviewing an *application* for a *subdivision*, refuse to approve the *application* if he considers that:
- (a) the proposed *subdivision* is against public interest;
 - (b) the proposed *subdivision* does not conform to the applicable provisions of the Municipal Act or the Land Title Act;
 - (c) the proposed *subdivision* does not conform to the provisions of *Municipal* bylaws regulating *subdivision* and *zoning*.
25. The *Approving Officer* may consider comments from federal departments or agencies, provincial departments or agencies.
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PRELIMINARY ASSESSMENT

26. Prior to *final approval*, the *Developer* may obtain a *preliminary letter of assessment* from the *Approving Officer*. (AM#1340)
27. The *Approving Officer* shall not *provide* a *preliminary assessment* on an *application* for *subdivision* unless the proposed *subdivision*: (AM#1340)
- (a) Is suited to the configuration of the *subject property*;
 - (b) Is suited to the use for which it is intended;
 - (c) Does not make impractical the future *subdivision* of the land within the proposed *subdivision* or *subdivision* of any adjacent land; and
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- (d) Does not create a non-conforming use, or increase the degree of non-conformity of an existing non-conforming use.
28. Once the *Approving Officer* has issued *preliminary assessment*, the *preliminary assessment* shall be effective for a period of twelve months from the date of issuance. (AM#1340)
29. If the *Developer* has not tendered the final plans for the *subdivision* for *final approval* within those twelve months, the *preliminary assessment* shall expire. (AM#1340)
30. Prior to the expiry date of the *preliminary assessment*, the *Developer* may apply in writing to the *Approving Officer* for one *extension* period of six months from the expiry date, provided that the following conditions are met: (AM#1340)
- (a) The *Developer* has agreed in writing at the time of the *application* for an *extension* of the *preliminary assessment* that, despite the provisions of the Municipal Act, all subsequent bylaws adopted under Part 26 of the Municipal Act shall have a binding effect upon the *subdivision* for which the *preliminary assessment* was so extended; (AM#1340)
- (b) The *Developer* shall pay an *extension* fee. In the amount stipulated in the District's current Fees and Charges Bylaw, as amended. (AM#1316)
31. The *preliminary assessment* shall not be construed as the *final approval* for the purposes of the Land Title Act. (AM#1340)
32. The *Approving Officer* may revoke the *preliminary assessment* at any time in the event that new information becomes available subsequent to the review by the *Approving Officer* or in the event that a change in legislation, regulations or bylaws, which would render the proposed *subdivision* unlawful, takes effect prior to the granting of the *final approval*. (AM#1340)
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FINAL APPROVAL

33. 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 *Municipal* bylaws such as *development* cost charges, levies, *application*, processing and administration fees; and
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- (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.
34. The *Approving Officer* shall not grant *final approval* unless, where applicable, the *Developer* :
- (a) Gives a *security deposit* to the *Municipality* 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 a certificate issued 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.
35. The granting of *preliminary assessment* or *final approval* shall not place an obligation on the *Municipality* to spend monies on *works and services* in support of the *subdivision*. (AM#1340)
36. The *Municipality* shall not pay any interest on the *security deposit* or the *maintenance deposit*.
37. 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.

PARKLAND

38. Subject to section 39, the *Developer* shall prior to *final approval of subdivision* dedicate for parkland, without compensation, 5% of the *subject property* or pay cash-in-lieu equal to the market value of the land that may be required for parkland purposes.
39. Where parkland dedication is not required as determined by the *Approving Officer*, the *Developer* shall pay cash-in-lieu of parkland dedication in an amount equivalent to 5% of the average market value of the *subject property* as assessed on the date of the *preliminary assessment* for the *subdivision* or dedicate 5% of another property, which is owned by the *Developer* and is acceptable to the *Approving Officer*, for parkland at locations where required by the *Approving Officer*. (AM#1340)
40. At the time of subdivision, the *Municipality* has the option to either require the dedication of 5% of the subject property as parkland in a location satisfactory to the *Municipality*, or to require a monetary payment of equivalent value to the 5% parkland dedication.
41. The *Developer* shall not be required to comply with sections 38 and 39 in the following situations:
- (a) *Subdivisions* for fewer than 3 additional lots;
 - (b) *Subdivisions* where the smallest *parcel* being created is larger than 2 hectares; or
 - (c) Consolidation of existing *parcels*.
-

PARCEL STANDARDS

42. All *parcels* created by *subdivision* shall comply with the regulations and provisions with respect to area, shape and dimensions for the *zone* in which the *subdivision* is created, as set out in the *Zoning Bylaw*.
-

SERVICING STANDARDS

43. Except as otherwise provided in this Bylaw, the *Developer* shall develop, design, construct, install, *provide* and maintain vehicular and pedestrian *highway systems*, *drainage systems*, *sanitary sewer systems*, *water systems*, gas, cable, hydro, telecommunication, underground wiring and street lighting systems such that each system:
-

- (a) Serves and is connected to all *parcels* created by the *subdivision* or *development*;
 - (b) Extends along all *highways* within the *subdivision*;
 - (c) Extends along all *highways* adjacent to the *development*, up to the centreline of the *highway* allowance;
 - (d) Connects to the appropriate *public utility*;
 - (e) *Provides* the minimum level of service set out in Schedule A of this Bylaw; and
 - (f) Is constructed to allow for *connection* to lands and systems beyond the proposed *development*.
44. The *Developer* shall be responsible for the *provision* and coordination of all other services, including but not limited to hydro, telephone, gas, cable and telecommunication.
45. Without limiting the generality of section 43, the *Developer* may not be required to *provide* drainage, sanitary sewer works, water supply, underground wiring and street lighting systems where a system already exists which *provides* the standards required in Schedule A for both the existing *parcels* and those to be created by the *subdivision*.
46. Without limiting the generality of section 43, where *Municipal works and services* are not available but are programmed for as part of an approved Capital Works Program, the *Approving Officer* may approve a *subdivision* or the *Building Inspector* may approve a *building permit* within which the *provision* and construction of a *drainage system, sanitary sewer system* or *water system* may be deferred, provided that:
- (a) An alternative system satisfactory to the *Approving Officer* is *provided* at the expense of the *Developer* and on a temporary basis and
 - (b) The *Developer* deposits a *security deposit* for an amount satisfactory to the *Approving Officer* having regard to the cost of installing and paying for all *works and services* related to the deferred system.
47. Without limiting the generality of section 43, the *Developer* may not be required to *provide* underground wiring along all *highways* adjacent to the *development* where overhead wiring already exists, and is adequate to service the *development*, except for *electrical and telecommunication service lines*, which must be *provided* to the standards required in Schedule A.

48. Despite section 46, where the *Approving Officer* determines that physical construction of part of all of the *works and services* required under this Bylaw are premature, the *Developer* shall be required to install those *works and services* deemed necessary by the *Approving Officer*.
 49. The standards for servicing of land required under this Bylaw for different *zones* shall be set out in Schedule A.
 50. The requirements of this Bylaw shall not apply in the following situations:
 - (a) For land which is *subdivided* for the purpose of creating *parcels* to support the construction and installation of public facilities, *utilities*, structures and associated equipment;
 - (b) For *applications* where the *subdivision* proposes a *lot line* adjustment, and each *parcel* affected is serviced by an existing *municipal sewer system* or *community water system* and where no future *subdivision* potential exists. (AM#1183)
-

DRAINAGE SYSTEM

51. The *Developer* shall, where required by the *Approving Officer* or the *Building Inspector*, *provide* and convey to the *Municipality*, without compensation, such land and facilities sufficient to *provide* for drainage detention.
52. Where a detention facility is compatible with *Municipal* public recreation facilities, the detention facility may be located on *Municipal* property at the discretion of the *Approving Officer*.
53. Where the *Approving Officer* anticipates a *municipal drainage system* within a ten year period of the date of the *final approval*, the *Developer* shall install dry line storm sewer mains at the *Developer's* expense within the *Municipal right-of-way*, or within alternative *right-of-ways* serving the *parcels* proposed for *subdivision* in a locations determined by the *Approving Officer*.

HIGHWAYS

54. Where a *subdivision* borders on a natural body of water, public access shall be given by *highways* in accordance with the requirements of the Land Title Act.
55. When the *Developer* proposes a *highway* allowance in a plan of *subdivision*, the *Approving Officer* will consider the sufficiency of the *highway* allowance by determining the road classification.
56. Road classifications shall be based on a hierarchy of roads integrated into the existing or proposed adjoining road pattern and shall be determined in relation to land use, configuration of the land, the classification of the existing or approach *highway*, and the current road width.
57. The *Developer* shall *provide*, without compensation:
- (a) Land not exceeding 22 metres in width, for the purpose of a *highway* within the *subdivision*;
 - (b) Land not exceeding 10 metres in width, for the purpose of widening a *highway* that borders, or is within the *subdivision*;
 - (c) Land not exceeding 10 metres in width, for the purpose of alternative access, where a *subdivision* abuts an *arterial road*;
 - (d) Land sufficient to support, protect and drain a *roadway*, where, in the opinion of the *Approving Officer*, terrain and soil conditions are such that a *roadway* having a width of 8 metres cannot be adequately supported, protected and drained within the widths specified above;
 - (e) Additional dedication at intersections with *arterial roads*, where, in the opinion of the *Approving Officer*, the provision of a traffic turn-lane channelization is necessary;
 - (f) Additional dedication, for the purpose of accommodating utility servicing corridors for hydro, telecommunication, and gas.
 - (g) Additional dedication, for the purpose of accommodating utility transformer pads.
58. The *Developer* shall *provide sidewalks* on the *highways* within the lands being *subdivided* in accordance with the standards set out in Schedule A for the various classifications of roads in each *zone*, where required by the *Approving Officer* or the *Building Inspector* to provide them. Where the *Approving Officer* or the *Building Inspector* do not require the *provision* of

sidewalks as a condition of *subdivision*, but *sidewalks* will be required by the *Municipality* in the future, the *Developer* may instead be required to pay to the *Municipality* the *estimated construction costs* of the *sidewalks*.

59. Without limiting the generality of the section 58, the *Approving Officer* or the *Building Inspector* may require the following, without compensation :
 - (a) *Sidewalks* along a *highway* within the *subdivision* on which substantial pedestrian traffic is expected to be generated;
 - (b) *Sidewalks* along the side of a *highway* within the *subdivision* which fronts on or abuts a school, park, recreation facility, public building, shopping and commercial *development*; and
 - (c) *Sidewalks* on each side of a *arterial* or *collector road* within the *subdivision*; and
 - (d) *Walkways* within the *subdivision* to facilitate pedestrian movement.
60. The *Developer* shall construct the *sidewalks* and *walkways* in accordance with Schedule A of this Bylaw.
61. In a *subdivision* where the road layout is such that a *highway* or a portion thereof serves, or will serve, the adjoining properties outside the *subdivision*, the *Approving Officer* may allow the dedication and construction of new half-roads along the perimeter of the *subdivision*, subject to the following conditions:
 - (a) There is sufficient *highway* dedication to *provide* for two-way traffic flow, a *sidewalk*, streetlights, a *water system*, a *drainage system*, and a *sanitary sewer system* (if required).
 - (b) Such half-roads shall be constructed to the standards set out in Schedule A of this Bylaw.
62. The *Developer* shall clear, *grade*, surface, and otherwise construct the required *highways* including *roadways*, emergency access and transit bays, in accordance with the standards set out in Schedule A of this Bylaw.
63. Where a *highway* passes through more than one *zone*, the *zone* having the most significant impact on the *roadway* shall dictate the applicable road standards.
64. The *Developer* shall *grade* and improve to grass or sodded standards all *boulevards* along *highways* within the *subdivision*

SANITARY SEWER SYSTEM

65. Despite the standards set out in Schedule A, where no *community sanitary sewer system* exists, the suitability of the subsoil for absorption of septic waste emanating from the septic systems and the proposed establishment of septic systems shall be subject to the approval of the *Medical Health Officer* or the Ministry of the Environment, Lands and Parks. (AM#1340)
66. Where a septic system is used to service a proposed *subdivision* or *development*, the septic system shall be contained entirely within the *parcel* on which the *subdivision* or *development* it services is located.
67. Where the *Approving Officer* anticipates a *community sanitary sewer system* within a ten year period of the date of the *final approval*, the *Developer* shall install dry line sewer mains at the *Developer's* expense within the *Municipal right-of-way*, or within alternative *right-of-ways* serving the *parcels* proposed for *subdivision* in a locations determined by the *Approving Officer*. (AM#1340)

WATER SYSTEM

68. Despite the standards in Schedule A, where an adequate supply of potable water is not available from an existing *community water system* each *parcel* shall have its own proven source of *potable water*, the quantity and quality of which shall conform to the standards set out in the most recent editions for the BC Safe Drinking Water Regulations and Guidelines for Canadian Drinking Water Quality. (AM#1183)
69. The *Developer* shall be required to *provide* a certificate from an *Engineer*, experienced in such matters, certifying that a pump test was performed and that the yield from the well conforms to the requirements of the standards set out in Section W – Water of the DESIGN CRITERIA MANUAL .
70. Where the *subdivision* creates *parcels* greater than 5 hectares in size, and where the new *parcels* created are to be used for agricultural purposes, and where no residences are to be constructed on the new *parcels*,

sections 68 and 72 shall not apply provided that the *Developer* registers a restrictive covenant prohibiting the construction of a dwelling *unit* until the requirements of sections 68 and 72 have been fulfilled to the satisfaction of the *Approving Officer*.

71. Where the proposed *subdivision* fronts an existing *community water system*, or where the proposed *development* constitutes an infill within an existing *community water system*, *connection* to the *community water system* or *extension* of the *community water system* shall not be considered where: (AM#1183)
- (a) Domestic flows cannot be achieved based on the current bylaw standards;
 - (b) Fire flows cannot be achieved; and
 - (c) Domestic pressure requirements cannot be satisfied by on-site booster pumps;

Unless a restrictive covenant is registered on the *parcels* highlighting the constraints.

72. Where the *Approving Officer* anticipates a *community water system* within a ten year period of the date of the *final approval*, the *Developer* shall install dry line water mains at the *Developer's* expense within the *Municipal right-of-way*, or within alternative *right-of-ways* serving the *parcels* proposed for *subdivision* in a locations determined by the *Approving Officer*.
73. Due to water capacity infrastructure constraints that constitute a risk to public safety, no subdivision will be approved and no parcel in the subject areas shown on Schedule C will receive more than one water connection until the water infrastructure issue is resolved to the District of Hope's satisfaction. (AM Bylaw 1583)

SERVICING AGREEMENTS

74. The *Developer* shall not construct and install any *works and services* for a *development*, unless the *Developer*:
- (a) Deposits with the *Municipality* a *security deposit*;
 - (b) Enters into an *Servicing Agreement* with the *Municipality* to construct and install the prescribed *works and services* by a specified date or forfeit the *security deposit*;

- (c) Pays to the *Municipality* all fees in accordance with the District's current Fees and Charges Bylaw, as amended. (AM#1316);
- (d) Agrees that he/she will indemnify and save harmless the *Municipality* 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 *Municipality* or which the *Municipality* 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 *Municipality*;
 - v) All expenses and costs which may be incurred by the *Municipality* as a result of faulty workmanship, defective material or both in any of the *works and services* installed by the *Developer*.
- (e) Ensures that all *works and services* are designed, constructed and installed at the *Developer's* expense to the standards in Schedule A;
- (f) *Provides* insurance coverage in amounts acceptable to the *Municipality*;
- (g) Retains as his/her agent, a *Developer's Engineer*, competent in the field of municipal engineering, to prepare, sign and seal design drawings and to provide "General and Resident Engineering Services" during construction both as defined in the current Association of Professional Engineers and Geoscientists of BC "Outline of Service and Scale of Recommended Fees for General Engineering Projects," including but not limited to field inspection, preparing and certifying as-built drawings.

- (h) Acknowledges that the *Municipality* does not confirm the completeness or accuracy of the design drawings or the as-built drawings nor *accepts* responsibility for any costs or damages resulting from errors, omissions or deficiencies in the drawings; and
 - (i) Arranges and pays for the *connection* to the existing municipal *works and services* or *public utilities*;
 - (j) *Provides* all *rights-of-way*, easements, restrictive covenants or other documentation pursuant to plan registration necessary for construction of ultimate access required by the *Approving Officer* for the *subdivision* or by the *Building Inspector* for the *development*, where applicable, and
 - (k) Arranges for BC Hydro, Telus, BC Gas, and cablevision companies to perform all work required to allow for the *provision* of those services to the affected *development* within alignments approved by the *Approving Officer*.
 - (l) Receives *final approval* from the *Approving Officer*.
75. Upon completion of the construction of all the *works and services* and upon issuance of *Certificate of Substantial Performance* by the *Approving Officer* the *Developer* shall:
- (a) warrant and maintain all of the *works and services* for a period of at least one year;
 - (b) Remedy any defects appearing within the *maintenance period* and reimburses the *Municipality* for any damage to other *works and services* resulting therefrom;
 - (c) Apply for final inspection upon the termination of the *maintenance period* and the *Developer's Engineer* completes the 1 year inspection;
 - (d) Deposit with the *Municipality* prior to the issuance of the *Certificate of Substantial Performance* or release of the *building permits*, inspection checklists, inspection reports, test results or other documentation acceptable to the *Approving Officer* to confirm compliance with plans and Schedule A and within sixty days of the date of issuance of the *Certificate of Substantial Performance* for the *works and services* deposits with the *Municipality* two sets of signed and sealed paper prints, one set of mylars, and one set of digital drawing files in a format approved by the *Municipality* showing the

works and services as actually constructed as prepared by and certified as correct by the *Developer's Engineer*;

- (e) Assign, transfer and convey the *works and services* upon issuance of a *Certificate of Final Acceptance* by the *Municipality*, together with all lands dedicated for roads upon or in which the *works and services* are located;
76. If the *Developer* does not enter into a *Servicing Agreement* with the *Municipality* prior to constructing the *works and services*, the following shall apply:
- (a) the *Developer* shall comply with the provisions and standards for the *works and services* of this Bylaw;
 - (b) the *Developer* shall engage a Professional *Engineer* experienced in such matters to conduct all tests required by the *Municipality* as well as any other additional tests deemed necessary by the *Approving Officer*;
 - (c) the *Developer* shall pay all applicable fees and taxes as required under the Bylaw;
 - (d) the *Developer* shall maintain the *works and services* for a minimum period of 5 years;
 - (e) the *Municipality* shall not inspect the *works and services*; and
 - (f) the *Municipality* may or may not assume ownership of the *works and services*, at the discretion of the *Municipality*;
 - (g) the *Municipality* may or may not permit connection of the *water system* the *sanitary sewer system*, or the *drainage system* to the *Municipal* systems.
77. The *Developer* shall deposit with the *Municipality* for the *maintenance period*, on or before the date of issuance the *Certificate of Substantial Performance* of the *works and services*, a *maintenance deposit* of 15% of the *security deposit*, or \$2,500 whichever is greater.
78. An equivalent amount from the *security deposit* may be used for the *maintenance deposit*.
79. Where the *Developer* has failed to construct the *works and services* within the period set out in the *Servicing Agreement*, the *Municipality* may choose to:
- (a) Extend the period of the *Servicing Agreement*, at the request of the *Developer*, on such terms and conditions including security, that the *Municipality* may deem reasonable,

- (b) Enter onto the site to *complete* the *works and services* and to use the *security deposit* as it deems necessary, and to recover such additional amount from the *Developer*, should the *security deposit* be insufficient.

PAYMENT OF TAXES AND CHARGES

80. The *Developer* shall pay all *Municipal* taxes, school taxes, rates and charges, assessed and levied against the *subject property*, where such taxes, 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 *Municipal* taxes, school taxes, rates and charges to be assessed, levied and imposed on the *subject property* for the current year.
81. Every payment pursuant to section 79 shall be deemed to be monies to be applied at a future date in payment of taxes, pursuant to the Municipal Act and every such payment and deposit shall be *accepted* by the *Tax Collector* subject to the Municipal Act.
82. *Developers* shall pay to the *Municipality* development cost charges pursuant to the Development Cost Charge Bylaw in effect at the time.
83. Every *Developer* shall submit with his/her *application* for *subdivision* the fees which is set out in the District's current Fees and Charges Bylaw, as amended. (AM#1316)
84. Every *Developer* shall pay the administration fees in the amount and at the times set out in the District's current Fees and Charges Bylaw, as amended. (AM#1316)
85. The fees prescribed in Schedule B shall be in addition to any fee prescribed under the Land Title Act.

EXCESS OR EXTENDED SERVICES AND LATECOMER AGREEMENTS

86. A *Developer* may apply to *Council* for cost sharing of a drainage, sewer, water or *highway* system *extension* which *provides excess or extended services* pursuant to the Municipal Act.
87. The *Municipality* may require that the *Developer* *provide excess or extended services* to *provide* access to, or service land other than the *subject property*, and may enter into an agreement with the *Developer* in order to give effect to this provision.
88. The *Municipality* may pay for the additional cost of material only for the oversizing to *provide* the required excess capacity.
89. Where the *Developer* is required to pay the costs of the *excess or extended services*, the *Municipality* shall determine and impose a *latecomer* charge against future *development* and shall pay the *Developer* any charges that may be collected.
90. The *latecomer* charges shall be escalated based on the interest rate of 5% per annum.
91. The accumulation of interest shall be compounded annually on the anniversary date of the completion of the *extension*.
92. The interest component included in a *latecomer* charge shall be payable based on the number of whole years between the date of completion of the *extension* and the date that the *connection* is made.

AUTHORIZATION

93. Any officer or employee of the *Municipality* is authorized to enforce this Bylaw and to enter, at all times, any day of the week, on any property or premises within the *Municipality* to ascertain whether there is compliance with the provisions of this Bylaw.

94. By this Bylaw the *Council* 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 *Council* also hereby delegates full authority to the *Building Inspector* and his or her designates for the approval of *applications for building permits*.
95. 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*.
96. The *Approving Officer* may, at his discretion, approve a *subdivision* for which the minimum *frontage* of a *parcel* that fronts on a *highway* created by the *subdivision* is less than 10% of the perimeter of the lot.
97. The *Approving Officer* may prescribe any form, certificate, design criteria manual, notice, written approval, drawings, agreement or other administrative requisites required under this Bylaw.
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SCHEDULES

98. The following schedules are hereby attached to and form part of this Bylaw:
- (a) Schedule A. **(AM#1316)**
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SEVERABILITY

99. 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.
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PENALTY

100. 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.

101. Each day's continuance of an offence under section 99 constitutes a new and distinct offence.
102. Every person who commits an offence under this Bylaw, is liable, on summary conviction to a penalty not greater than two thousand dollars (\$2000) or six months in jail, or both, plus the costs of prosecution.

REPEAL

103. The Subdivision Bylaw No. 08/93 and its amendments are hereby repealed.

ADOPTION

READ A FIRST TIME this 13th day of March, 2000.

READ A SECOND TIME this 27th day of March, 2000.

READ A THIRD TIME this 27th day of March, 2000.

RECONSIDERED AND FINALLY ADOPTED the 10th day of April, 2000.

Mayor

Director of Corporate Services

I hereby certify that the foregoing is a true and correct copy of the District of Hope Subdivision and Development Servicing Bylaw No.1058.

Director of Corporate Services

Schedule A

The District of Hope Subdivision and Development Servicing Bylaw Works and Services Standards

1. The following table sets out the minimum servicing standards required for *subdivision and development*:

Zones	Water		Sanitary Sewer		Drainage Works			Wiring		Street Lighting		Side-walks	Curb & Gutter
	Mun. Utility	Well	Mun. Utility	Septic	Storm Sewer	Open Ditch	Detention Storage	Under-Ground	Over-Head	Over-Head	Standard		
L-1, RU-1, AG-1		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
CR-1		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
RS-1, RS-1T, RS-1S, RS-2, RT-1, RM-1, RM-2	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MHP-1	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
CBD, C-1, C-3, C-4, C-5	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C-2	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
All I Zones	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>
P-1, P-2	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
AP-1		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
CHP-1		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
RRA-1		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			

(AM#1183), (AM#1340)

2. All *works and services* shall be designed and *completed* in compliance with the following documents:
 - (a) Design Criteria Manual, Supplementary Specifications and Supplementary Standard Drawings and their amendments;
 - (b) The most recent edition of the Master Municipal Construction Documents – Volume II.

3. Where there is a conflict between the Design Criteria Manual, Supplementary Specifications, and Supplementary Standard Drawings and the Master Municipal Construction Documents, the requirements of the Design Criteria Manual, Supplementary Specifications and Supplementary Standard Drawings shall apply.

4. Where there is a conflict between the requirements of this Bylaw and other bylaws enacted by the *Municipality*, the more onerous requirements shall apply.

5. The *Approving Officer* may, under special circumstances, *accept* alternate standards to those stipulated in the foregoing table if in the *Approving Officer's* opinion there is an advantage to the *Municipality*.

Schedule B

The District of Hope Subdivision and Development Servicing Bylaw Administration Fees

Fees deleted from Subdivision & Development Servicing Bylaw and placed in the
Fees & Charges Bylaw. (AM#1316)

Schedule C

(AM Bylaw 1583)

