

VILLAGE OF GOLD RIVER

Bylaw No. 398, 1989

A bylaw to amend the Village of Gold River
Subdivision Regulation Bylaw No. 187, 1976.

WHEREAS it is deemed expedient to amend the provisions of Village of Gold River Subdivision Regulation Bylaw No. 187, 1976;

NOW THEREFORE the Municipal Council of the Village of Gold River, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "Village of Gold River Subdivision Regulation Bylaw No. 187, 1976 Amendment Bylaw No. 398, 1989".
2. Village of Gold River Subdivision Regulation Bylaw No. 187, 1976, Section 47 is hereby rescinded and restated as follows:

All work required to be done in connection with the subdivision of any lands shall be carried out at the sole expense of the owner of such lands, and to the satisfaction of the Approving Officer, before approval of such subdivision hereunder, provided however that; upon a certified cheque or bearer bonds of the Government of Canada or any Province thereof or bearer bonds of which payment of the principal and interest are unconditionally guaranteed by the Government of Canada or any Province thereof, or **"letters of credit or performance bond"**, for an amount to cover the cost of the work as estimated by the Municipal Superintendent of Works being deposited with the Municipal Clerk as a guarantee that the work will be done within a period of nine (9) months to the satisfaction of the Municipal Superintendent of Works; and the Subdivision Agreement marked **Schedule "A"** attached hereto and forms part of this bylaw, be signed by the developer and the Municipality; the Approving Officer may approve of the subdivision prior to the completion of such work.

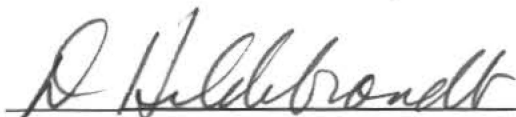
READ for the first time this 7 day of JUNE, 1989.
READ for the second time this 7 day of JUNE, 1989.
READ for the third time this 21 day of JUNE, 1989.

RECONSIDERED, PASSED AND FINALLY ADOPTED by the Council, signed by the Mayor and the Clerk, and SEALED with the Corporate Seal allon the 5 day of JULY, 1989.



M.A. Fiddick

MAYOR



D. Hildebrandt

CLERK

THIS AGREEMENT made the day of , 1989.

BETWEEN:

VILLAGE OF GOLD RIVER
P.O. Box 610
Gold River, British Columbia
V0P 1G0

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Developer desires to develop certain lands within the Municipality more particularly known and described as:

(hereinafter called the "Land")

AND WHEREAS the Developer is required to construct certain roads and other works and services within the Land and to subdivide the Land according to a plan of subdivision, a copy of which is hereunto annexed as Schedule "A".

AND WHEREAS the Developer has requested approval of the Subdivision prior to the construction and installation of the works and is agreeable to entering into this bonding agreement pursuant to Section 991 of the Municipal Act and to deposit the Bond herein specified:

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the agreement by the Municipality to permit the Development, and in consideration of the approval of the subdivision plan prior to completion of the construction of the work, the Municipality and the Developer herein covenant and agree as follows;

1. In this Agreement unless the context otherwise requires:

"Complete" or "Completion" or any variation of these words when used with respect to the Development shall mean completion to the satisfaction of the Superintendent of Public Works when so certified by him in writing.

"Contract" means this Agreement.

"Development" means the works and services to be performed and constructed by the Developer as required by the Subdivision Bylaw of the Municipality.

"Superintendent of Public Works" means the Superintendent of Public Works of the Municipality appointed as such by the Municipal Council or such other persons as may, from time to time, be duly authorized to act in his stead by the Municipal Council.

2. The Developer shall complete the Development hereto to the satisfaction of the Superintendent of Public Works by the _____ day of _____, 19 .

3. As security for the due and proper performance of all of the covenants and agreements in this Contract contained and the Development contemplated, the Developer has deposited with the Municipality:

- (a) Cash or certified cheque in the amount of \$ _____ as a Bond within the meaning of Section 991 of the Municipal Act (hereinafter called the "Bond").

OR

- (b) An irrevocable Letter of Credit generally in the form attached hereto in the amount of \$ _____ bearing even date herewith, a copy of which is attached hereto, (hereinafter called the "Bond") to be valid for a period of twelve (12) months after the date set out in 2 above, PROVIDED, HOWEVER, that the Municipality shall be at liberty to make demand on the said Letter of Credit at any time after the date thereof.

4. The Developer agrees that if the Development is not completed pursuant to paragraph 2 hereof, the Municipality may complete the Development at the cost of the Developer, and for that purpose may draw upon the Bond to the full amount of such Bond and should there be insufficient monies contained in the Bond the Developer shall pay the balance of such insufficiency forthwith upon invoice therefor or should the Developer complete the works or should the completion of the Development cost less than the amount of the Bond then the Bond or such part thereof shall be returned by the Developer to the Municipality. The cost of the Development shall include the actual cost of construction thereof plus engineering, supervision, legal survey and other costs in connection therewith together with an administration fee of ten percent (10%) of such cost which shall be payable to the Municipality. It is understood that the Municipality may do such Development either by itself or by contractors employed by it.

5. The Developer covenants and agrees to comply with the provisions of all Municipal Bylaws throughout the construction of the Development. In the event that any material or debris should be left upon any road after the construction of the Development, the Developer covenants and agrees that the Municipality may forthwith remove such material or debris at the expense of the Developer, the cost of such removal to be determined by the Superintendent of Public Works. In the event that any invoice of the Municipality, for the removal of such material or debris, shall remain unpaid after thirty (30) days of receipt of the same by the Developer, the Municipality is authorized to deduct the amount of such invoice from the Bond referred to in paragraph 3 hereof.

6. The Developer shall complete the Development and shall grant all necessary rights-of-way as shown on the plans and specifications attached hereto in the form as may be required by the Municipality. The Development shall be to the standards required by the Subdivision Bylaw of the Municipality and to the approval of the Superintendent of Public Works. Should such Works prove to be in any way defective or not operate then the Developer shall, at the expense of the Developer, modify and reconstruct the Development so that they shall be fully operative and function to the satisfaction of the Superintendent of Public Works. Such satisfaction to be indicated by a Certificate of Substantial Completion signed by the Superintendent of Public Works.

7. The Developer shall, at all times in connection with the Development, keep and employ a professional engineer, registered as such in the Province of British Columbia, with the authority to act on behalf of the Developer. Any explanations, orders, instructions, directions and requests given by the Municipality to such professional engineer shall be held to have been given to the Developer.

8. The Developer covenants and agrees to comply with any changes in subdivision requirements or standards established by bylaw prior to the substantial commencement upon the said Lands of the Development contemplated by this Agreement.

9. The Developer covenants and agrees to:

- (a) Maintain any works to be built pursuant to this Agreement in complete repair for a period of one (1) year from completion thereof as certified by the Superintendent of Public Works.
- (b) Remedy any defects appearing within a period of one (1) year from the date of such completion of such Development and pay for any damage to other work or property resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or acts of God or by vandalism proven to have been committed after the date of completion.
- (c) Leave with the Municipality for a period of one (1) year from completion of the Development, as certified by the Superintendent of Public Works, the sum of \$ Dollars, (\$) for which the Bond shall be security.

Should the Developer fail to maintain the said Development, remedy any defect or pay for any damage resulting therefrom, the Municipality may deduct the cost of completing all Development, remedying any defect or paying the damage from the said Bond.

10. The Developer covenants and agrees to:

- (a) Submit to the Municipality final as-built drawings, including 3 sets of prints and 1 set of mylar transparencies of all works and service as constructed and as approved by the Superintendent of Public Works.
- (b) Pay all arrears of taxes outstanding against the property herein described before the formal approval of any subdivision plans.
- (c) Pay all current taxes levied or to be levied on the said Lands on the basis and in accordance with the assessment and collector's roll entries.
- (d) Pay to the Municipality, in addition to the Bond referred to in paragraph 3 hereof and the maintenance deposit referred to in paragraph 9 hereof, all inspection fees, administration fees, engineering fees, non-refundable levies and charges and legal costs incurred by the Municipality directly attributable to this Agreement and the cost of connecting all utilities to service the Development contemplated by this Agreement.

11. The Developer covenants to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceeding costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the Development.
- (b) All expenses and costs which may be incurred by reason of this Agreement resulting in damage to any property owned in 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.
- (c) All expenses and costs which may be incurred by reason of liens or nonpayment of labour or materials, Workers' Compensation assessments, unemployment insurance premiums, federal or provincial tax or check off.

12. The Municipality hereby covenants and agrees with the Developer to permit the Developer to perform all the said Development herein upon the terms and conditions herein contained.

13. The Municipality covenants and agrees that upon satisfactory completion by the Developer of all of the covenants and conditions in this Agreement, and without limiting the generality of the foregoing, including the maintenance of the said Works constructed pursuant to this Agreement and keeping the same in complete repair for a period of one (1) year, to provide the Developer with a Certificate of Acceptance of the said Works, signed by the Superintendent of Public Works.

14. The Owner and Developer covenant and agree that the Municipality may withhold the granting of a Building Permit for any building or part thereof to be constructed upon the said Lands, until all of the Development herein has been completed to the satisfaction of the Superintendent of Public Works as evidenced by the Certificate of Substantial Completion provided to the Developer by the Superintendent of Public Works and referred to in paragraph 6 of this Agreement.

15. It is understood and agreed that the Municipality has made no representation, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Agreement and except those required by the Approving Officer.

16. The works required to be constructed shall upon issuance of the Certificate of Acceptance become the property of the Municipality, free and clear of any claim by the Developer or any person claiming through the Developer, and the Developer shall save harmless the Municipality from any such claims and agrees that such claims may, at the option of the Municipality, be paid by and from the Bond.

17. Wherever the singular or the masculine are used in this indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

18. This Agreement shall enure to the benefit of and binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year first above written.

THE CORPORATE SEAL OF THE)
VILLAGE OF GOLD RIVER was)
hereunto affixed in the)
presence of:)
)
)
_____)
Mayor)
)
_____)
Clerk)

c/s

THE CORPORATE SEAL OF)
)
was)
hereunto affixed in the)
presence of:)
)
)
_____)
Authorized Signatory)
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_____)
Authorized Signatory)

c/s