

## Mackenzie County

<b>Title</b>	<b>Multi-Lot/Urban Subdivision Construction &amp; Registration Policy</b>	<b>Policy No:</b>	<b>DEV003</b>
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<b>Legislation Reference</b>	<b>Municipal Government Act, Division 7, Sections 652, 655, 657</b>
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### **Purpose**

The purpose of the Multi-Lot/Urban Subdivision Construction & Registration Policy is to establish steps for the construction and registration of multi-lot and/or urban subdivisions.

### **Policy Statement**

Mackenzie County receives various requests for the construction and registration of urban and multi-lot subdivisions within the County. This policy will ensure consistency and clarity in how both urban and multi-lot subdivisions will be constructed and registered.

### **Definitions**

The following definitions are used for the purpose of this policy:

**Construction Completion Certificate** – means a certificate issued by the County following satisfactory construction of Municipal Improvements for a development and marking the commencement of the Warranty Period;

**Development Agreement** – means an agreement between a developer and Mackenzie County which defines the requirements of the developer and the County for a particular development;

**Final Acceptance Certificate** – means a certificate issued to a developer following a Final Acceptance Inspection, marking the end of the Warranty Period and indicating the County will assume responsibility of the Municipal Improvements for the particular development;

**Mackenzie County Administration** – means Mackenzie County Planning & Development Department staff;

**Multi-lot Subdivision** – means the creation of more than two lots out of a rural parcel of land;

**Municipal Improvements** – means those municipal services and facilities identified and/or referenced in the Development Agreement;

**Subdivision Authority** – means the person or body assigned by Council under section 624 of the MGA to exercise development powers, the Municipal Planning Commission;

**Subsurface** – means improvements being constructed or placed below the surface of the ground and intended to be and remain below the surface of the ground;

**Surface** – means improvements being constructed or placed above or on top of the surface of the ground and intended to be and remain above the surface of the ground;

**Urban Subdivision** – means the creation of a lot or lots within Hamlet boundaries;

**Warranty Period** – means a period of two (2) years following Construction Completion Certificate issuance, where the developer is responsible for all maintenance and repairs to the subject Municipal Improvements, prior to Final Acceptance Certificate issuance.

### **General Provision**

This policy is intended to be used in conjunction with the requirements of the Municipal Government Act (MGA), the Subdivision and Development Regulations, and applicable County Bylaws (including the Land Use Bylaw). Where a conflict exists between this policy and the aforementioned provincial requirements and/or County Bylaws, the provincial requirements and County Bylaws will supersede.

This policy addresses how the construction of Municipal Improvements is required to be completed and the steps that are required in order for the County to endorse the registration of the subdivision.

### **Subdivision Phases**

When subdivisions are designed and not all of the lots within the design are being subdivided at the same time, the Development Authority decision will address only the lots within the proposed subdivision. Any future lots will be considered and decided upon in future subdivision applications. Municipal Improvements for each phase of subdivision shall be constructed and completed in conjunction with the approved subdivision application. No deferral of Municipal

Improvements shall be permitted and the construction of Municipal Improvements outside the approved subdivision phase shall not be permitted.

**Subdivision Construction and Registration Steps**

The steps outlined in this policy commence only after the subdivision application has been approved by the Subdivision Authority.

1. Provision and submission of subdivision engineered plans by the developer or agent (if agent is listed in application) for review by the County's engineer, that meet the GMIS minimum requirements.
2. Engineered drawings shall be revised as required by the County's engineer and/or Mackenzie County Administration before acceptance.
3. Development Agreement is drafted by Mackenzie County Administration and signed by the developer and agent.
4. Provision of separate security for subsurface and surface Municipal Improvements as outlined in the following chart:

<b>Municipal Infrastructure requiring Security</b>	<b>Form of Security</b>	<b>Amount of Security Required</b>
Subsurface Municipal Improvements	Irrevocable Letter of Guarantee in a form acceptable to Mackenzie County or a certified cheque.	25% of total engineered construction costs for subsurface Municipal Improvements
Surface Municipal Improvements	Irrevocable Letter of Guarantee in a form acceptable to Mackenzie County or a certified cheque.	25% of total engineered construction costs for surface Municipal Improvements

The provision of separate security for subsurface and surface Municipal Improvements will result in separate guarantee periods and separate Final Acceptance Certificates for the same.

5. Payment of all fees in full as outlined in the Development Agreement.
6. Letter provided to the developer from the County's engineer authorizing the construction of Municipal Improvements as outlined in the Development Agreement.

7. Upon completion of all Municipal Improvements as required in the Development Agreement, the developer or agent shall provide written notice to the County advising of construction completion and requesting inspection. This written notice shall be prepared by the developers engineer and shall include the total costs of the Municipal Improvements.
8. Inspection of the completed Municipal Improvements by Mackenzie County Administration, Mackenzie County's engineer, the developer and developer's engineer within sixty days (60) of receipt of the written notice outlined in number 7.
9. If, in the opinion of Mackenzie County Administration and Mackenzie County's engineer, the Municipal Improvements meets the minimum standards as referenced in the Development Agreement and/or the County's Engineering Standards, a Construction Completion Certificate (CCC) shall be issued by Mackenzie County's engineer.
10. If, in the opinion of Mackenzie County Administration and Mackenzie County's engineer, the Municipal Improvements do not meet the minimum standards as referenced in the Development Agreement and/or the County's Engineering Standards, a letter shall be provided to the developer advising of the same and the warranty period will not commence. Steps 7 and 8 shall be completed again until such time as the Construction Completion Certificate is issued. The costs of the second or subsequent construction completion inspection shall be at the cost of the developer, as stated in the Fee Schedule Bylaw and any amendments thereto.
11. The issuance of the Construction Completion Certificate (CCC) shall commence the two (2) year warranty period and further result in Mackenzie County Administration endorsing and submitting to the developer's surveyor the subdivision registration documents.
12. During the two (2) year warranty period, the developer is responsible for maintenance and repairs to all subject Municipal Improvements until such time that the improvements receive a Final Acceptance Certificate from Mackenzie County and Mackenzie County's Engineer. Mackenzie County may, at their discretion, enter into an agreement with the developer or agent to maintain the subject Municipal Improvements during the warranty period at the cost of the developer.
13. Construction of any buildings within the subdivision shall not be permitted to commence until the registration of the subdivision by Alberta Land Titles unless otherwise provided for and processed in accordance with the Land Use Bylaw.

14. Prior to the expiry date of the warranty period, the developer or agent shall request, in writing, an inspection by the County, of the Municipal Improvements.
15. The final inspection shall involve Mackenzie County Administration, Mackenzie County's engineer, the developer or agent and the developer's engineer.
16. If the final inspection reveals no deficiencies, Mackenzie County's engineer shall issue a Final Acceptance Certificate (FAC). If the final inspection reveals deficiencies, the developer will be required to rectify the deficiencies and repeat steps 14 and 15 above until such time as the Final Acceptance Certificate is issued by Mackenzie County's engineer. The costs of the second or subsequent final inspections shall be at the cost of the developer as stated in the Fee Schedule Bylaw and any amendments thereto.
17. In the event that Mackenzie County Administration or Mackenzie County's engineer are of the opinion that any repair or replacement required during the warranty period is of a major nature, Mackenzie County shall be entitled, in its discretion, to require a further full warranty period for the specific Municipal Improvement or portion thereof and such further warranty period shall commence upon Mackenzie County issuing written notice to the developer of its acceptance of the repair or replacement work.
18. Upon the issuance of a Final Acceptance Certificate by Mackenzie County for the Municipal Improvements, the developer hereby acknowledges that all right, title, and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under public properties (including utility rights-of-way and easement areas) vests in Mackenzie County without any cost or expense to Mackenzie County, and the Municipal Improvements shall become the property of Mackenzie County.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	2011-09-13	11-09-737
<b>Amended</b>	2014-08-06	14-08-533
<b>Amended</b>	2021-03-24	21-03-251