



Peace River Regional District REPORT

B-2a

To: Chair and Directors

From: Bruce Simard, General Manager of Development Services

Date: February 2, 2011

Subject: New Building Bylaw – Regional District Building Bylaw No. 1996, 2011

RECOMMENDATION:

THAT the Regional Board approve 3rd Reading of Peace River Regional District Building Bylaw No. 1996, 2011 as amended.

THAT Peace River Regional District Building Bylaw No. 1996, 2011 be referred to the Electoral Area Director's Committee for final review, prior to adoption.

THAT the Regional Board direct that expenses for a second building inspector be included for consideration in the 2012 budget.

THAT the Regional Board approve immediate recruitment of a building inspector, with final appointment subject to budget approval.

BACKGROUND/RATIONALE:

At the November 24, 2011 meeting, upon recommendation from EADC, the Regional Board gave 1st & 2nd reading to a draft of Regional District Building Bylaw No. 1996, 2011.

The bylaw has now been further reviewed and revised with regard to other PRRD regulations and policies such as zoning, and checked for consistency.

It is proposed that this new bylaw come into effect June 1, 2012. This should provide sufficient time to recruit another building inspector to accommodate the expanded area.

An intensive Public Information Campaign is proposed for starting in April and leading up to the start date of the new bylaw, and then periodically for the remainder of the year.

There will also be a transition mechanism for existing permits at the time of adoption, whereby those permits that are still valid under the previous bylaw will continue to be administered under that bylaw until the permit expires.

REGIONAL BOARD STRATEGIC PLAN:

A new Building Bylaw is included in the Operational Strategies of the Development Services Dept. (Planning) with a target date of May 2012.

FINANCIAL IMPLICATIONS:

Expansion of the building inspection area will require the addition of another building inspector, including office equipment, and a vehicle. (Rather than a vehicle dedicated to the building inspector, an additional vehicle will be purchased for the Dawson Creek vehicle pool, available for all staff.)

Staff Initials:

Dept. Head: *Bruce Simard*

CAO:

A handwritten signature in black ink, appearing to be "S. L. ...", written over a white background.

February 9, 2012



Peace River Regional District
Building By-Law No. 1996, 2011

WHEREAS Section 694 of the British Columbia *Local Government Act* authorizes the Peace River Regional District, by bylaw, to regulate, prohibit and impose requirements in relation to buildings and other structures;

AND WHEREAS the Province of British Columbia has adopted a *Building Code* to govern standards in respect of the construction, alteration/renovation, repair and demolition of buildings in British Columbia;

AND WHEREAS the Peace River Regional District deems it necessary to regulate, prohibit and impose requirements in relation to buildings and other structures, and to provide for the administration of the *Building Code*;

NOW THEREFORE, pursuant to the above-referenced and other authority, the Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

TABLE OF CONTENTS

PART 1 – INTRODUCTORY PROVISIONS

	Page
Section 1. Title	3
Section 2. Definitions	3
Section 3. Purpose of Bylaw.....	6
Section 4. Permit Conditions.....	7
Section 5. Scope of Bylaw.....	8
Section 6. Prohibitions	9
Section 7. Owners and Authorized Agents.....	10
Section 8. Building Inspector.....	10

PART 2 – APPLICATIONS FOR PERMITS

Section 9. Applications.....	12
Section 10. Professional Plan Certification and Field Review	12
Section 11. Applications for Standard Buildings	13
Section 12. Applications for Complex Buildings.....	15
Section 13. Temporary Building Permits	17
Section 14. Demolition Permits	18
Section 15. Solid Fuel Burning Appliance Permits	19
Section 16. Plumbing Permits	20
Section 17. Retaining Structures.....	20
Section 18. Swimming Pools.....	21

PART 3 – OWNER REQUIREMENTS

Section 19. Responsibilities of the Owner.....	21
Section 20. Site Standards	22
Section 21. Permit Fees.....	23
Section 22. Issuance of Permits.....	24



PART 5 – INSPECTIONS AND FIELD REVIEWS

Section 23. Professional Design and Field Review	26
Section 24. Inspections of Standard Buildings.....	26
Section 25. Field Reviews of Complex Buildings.....	27

PART 6 – OCCUPANCY

Section 26. Occupancy Permits	29
Section 27. Secondary Suites	29
Section 28. Delayed Demolitions	30
Section 29. Disclaimer of Warranty or Representation.....	30
Section 30. Stop Work Notices.....	30
Section 31. No Occupancy Notices	31
Section 32. Penalties and Enforcement.....	31
Section 33. Severability	32
Section 34. Section Headings	32
Section 35. Schedules	32
Section 36. Transition and Repeals	32
Section 37. Citation	33

SCHEDULES

A Fees and Charges	34
B Owner's Declaration	35
C Stop Work Notice.....	37
D Do Not Occupy Notice.....	38
E Demolition Agreement.....	39



PART ONE – INTRODUCTORY PROVISIONS

1. TITLE

This By-law may be cited for all purposes as “Building By-law No. 1996, 2011”.

2. DEFINITIONS

2.1. In this Bylaw, the following words have the following meanings;

“**ALTERATION/ RENOVATION**” means a series of planned changes and updates made to an existing *building* or *structure* that maintains the size of the existing *building* or *structure* and includes but is not limited to;

- (a) construction of, cutting into, or removal of a wall, partition, column, beam, joist or floor within the existing *building* or *structure*;
- (b) a change to, or closing of, any means of access (windows and doors); and
- (c) a change to the cladding, trim or roof.

“**ARCHITECT**” means an individual who is a member in good standing, licensed by the Architectural Institute of British Columbia, to practice as an Architect in the Province of British Columbia.

“**BASEMENT**” means that portion of a *building* between two floor levels which is partly underground, the lower floor of which is placed more than 0.3 m (1 ft.) below the average *finished grade*.

“**BUILDING**” means any *structure* used or intended for supporting or sheltering any use or *occupancy*, and includes a *manufactured home*.

“**BUILDING CODE**” means the British Columbia Building Code adopted pursuant to Section 692 (1) of the *Local Government Act*, as amended or re-enacted from time to time.

“**BUILDING INSPECTOR**” means the person designated by the *PRRD* from time to time to be the Building Inspector, as well as his or her assistants and deputies, and in respect of *plumbing permits* and inspections of *plumbing fixtures*, includes the person designated by the *PRRD* from time to time to be the Plumbing Inspector, as well as his or her assistants and deputies.

“**BUILDING PERMIT**” means a *permit* authorizing construction, *reconstruction*, *repair* or *alteration/renovation* of a *building* or *structure*.

“**COMPLEX BUILDING**” means a *building* or *structure* used for or intended to be used for, in whole or in part, commercial, industrial, or institutional purposes, or a multi-family residential *building* containing five or more *dwelling units*.

“**CONTRACTOR**” means a person who contracts with an *owner* to undertake a project, and includes an *owner* who contracts with more than one person for the work on a project or undertakes the work on a project or any part thereof.



“DAMAGE” means physical harm caused to property resulting in loss of value or the impairment of usefulness, and includes, but is not limited to, damage to roads, curbs, gutters, boulevards, sidewalks, hydrants, valves, other appurtenances, street lighting, street furnishings, trees or the placement, dropping, or deposit of any dirt, debris, plants, materials, objects, or substances.

“DEMOLITION PERMIT” means a *permit* authorizing the demolition, or partial demolition, of a *building* or *structure*;

“DESIGNER” means the person responsible for the design of a *building* or *structure*.

“DIGITAL” means electronic technology that generates, stores, and processes data.

“DO NOT OCCUPY NOTICE” means a directive by the *building inspector* to the owner to cease *occupancy* of a *building*.

“DWELLING” and **“DWELLING UNIT”** means one or more habitable rooms of complementary use, intended or used as a domicile by one or more persons, and containing cooking, eating, living, sleeping and sanitary facilities, to be used for purposes of only one household as a functioning set of living quarters, and which has a private entrance either from the outside or from a common hall inside a *building*.

“FENCE” means a structure serving as an enclosure, a barrier or a boundary, usually made of posts or stakes, joined together by boards, wire or rails and includes gate, screen, trellis and wall.

“FIELD REVIEW” means a review of the work at a project site of a development to which a *building permit* relates by a *registered professional*.

“FINISHED GRADE” means the final elevation of the ground surface after development.

“GARAGE” means a *building* which is designed or used for the sheltering of motor vehicles and the storage of household goods incidental to the residential use of the *dwelling*.

“GRADE” means the average of the mean elevations of all the natural or finished levels of the ground adjoining all the walls of a *building*.

“LETTERS OF ASSURANCE” means the letters attached as Schedule A, Schedule B, and Schedule C-A and C-B of Part 2 of Division C of the *Building Code*, as those letters may be amended or replaced within the *Building Code* from time to time, and amended as necessary by the *registered professional* in cases where the letters are required by the *building inspector* but not required by the *Building Code*.

“MANUFACTURED HOME” means a factory built, single detached *dwelling unit* conforming to CSA STANDARD Z-240 or A277-01 rather than to *Building Codes* at their destination. They are built and designed to be complete when they leave the factory except for incidental assembly on site.



“**OCCUPANCY**” means the use or intended use of a *building* or part thereof for the shelter or support of persons, animals or property;

“**OCCUPANCY PERMIT**” means a *permit* authorizing the occupancy of a *building* for which a *building permit* was issued or required;

“**OWNER**” means, in respect of a *parcel*,

- (a) the registered *owner* of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale,
- (d) the holder or occupier of land held in the manner referred to in Section 228 (*taxation of Crown land used by others*) or Section 229 (*taxation of municipal land used by others*) of the *Community Charter*, and
- (e) an Indian who is an owner under the letters patent of a municipality incorporated under Section 12 of the *Local Government Act*;

“**PARCEL**” means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

“**PERMIT**” means any of the following, as the context allows: *building permit, occupancy permit, plumbing permit, demolition permit, solid fuel burning appliance permit*.

“**PERMIT FEE**” means a fee payable for a *permit* as specified in Schedule A;

“**PLUMBING FIXTURE**” means a toilet, water closet, sink, lavatory, bathtub, shower, hot water tank, clothes washer, dishwasher, floor drain, roof drain, water heater, oil and grease interceptor, sump, catch basin, backflow prevention device, vacuum breaker and any similar appliance which is connected to sanitary drain water supply or internal rain water leader.

“**PLUMBING PERMIT**” means a *permit* authorizing the construction or *alteration/renovation* of a *plumbing system*;

“**PLUMBING SYSTEM**” means a system of pipes and fixtures installed in a *building* for the distribution of potable water and the removal of waterborne wastes.

“**PRRD**” means Peace River Regional District.

“**RECONSTRUCTION**” means to re-build a *building* or *structure*, including structural elements, to pre-existing design, dimension and materials.

“**REGIONAL BOARD**” means the Regional Board of the Peace River Regional District.

“**REGISTERED PROFESSIONAL**” means

- (a) a person who is registered or licensed to practise as an architect under the *Architects Act*, or
- (b) a person who is registered or licensed to practice as a professional engineer under the *Engineers and Geoscientists Act*;



“**REPAIR**” means the replacement of an existing element of a *building* or *structure*, other than a structural element, with a component of like characteristics.

“**SECONDARY SUITE**” means a self-contained, accessory *dwelling unit* located within a principal single-detached *dwelling* or in an accessory *building* on the same *parcel* as a single-detached *dwelling*. A *secondary suite* does not include a *duplex*.

“**SETBACK**” means the horizontal distance measured at right angles to the *parcel* line, between the *parcel* line and the *building*, *structure*, or use.

“**SOLID FUEL BURNING APPLIANCE**” refers to all solid fuel (wood, coal etc.) burning appliances including stoves, factory made fireplaces (natural gas not included) and fireplace stoves.

“**SOLID FUEL BURNING APPLIANCE PERMIT**” means a *permit* authorizing the construction or installation of a *solid fuel burning appliance* within a building or structure.

“**STANDARD BUILDING**” means a *buildings* not captured under the definition of *complex building* and used for or intended to be used as a single-family *dwelling* (including a *manufactured home*), or a multiple-family residential building having four or fewer *dwelling units* on one *parcel*;

“**STOP WORK NOTICE**” means a directive by the *building inspector* to an *owner* to cease work on a *building* or *structure*.

“**STRUCTURE**” means a construction or portion thereof of any kind, unless exempt from the *building code*, whether fixed to, supported by or sunk into land or water, but specifically excludes landscaping, fences, signs, paving and retaining structures less than 1.2 meter in height.

“**VALUE OF CONSTRUCTION**” means all costs of construction, materials and labour.

3. PURPOSE OF BYLAW

Interpretation of Bylaw

- 3.1. The Bylaw, shall, notwithstanding any other provision herein, be interpreted in accordance with this Section 3.

Purpose of Bylaw

- 3.2. This Bylaw has been enacted for the purpose of providing for the administration and regulation of the *Building Code* within the *PRRD* and to regulate *building* and development in general in respect to those matters not included in the *Building Code*.
- 3.3. The authorities undertaken by or on behalf of the *Regional Board* pursuant to this by-law are for the sole purpose of providing a limited and interim spot checking function for the health, safety or protection of persons or property.



Limitations of Bylaw

- 3.4. It is not contemplated nor intended, nor does the purpose of this Bylaw extend:
- 3.4.1. No Economic Protection – to the protection of *owners*, *constructors*, subsequent *owners*, or any other person from economic loss;
 - 3.4.2. No Confirmation of Compliance - to the assumption by the *PRRD* or any *building inspector* of any responsibility for ensuring the compliance by any *owner*, his or her agent or representative, or employees, *constructors* or *designers* retained by him or her, with the *Building Code*, the requirements of this Bylaw or other applicable enactments respecting health or safety;
 - 3.4.3. No Warranty - to providing any person a warranty of design or workmanship with respect to any *building* or *structure* for which a *permit* or *occupancy permit* is issued under this Bylaw; or
 - 3.4.4. No Assurance Regarding Defects - to providing a warranty or assurance that construction undertaken pursuant to *permits* issued by the *PRRD* is free from latent, or any defects.

4. PERMIT CONDITIONS

Permits Required

- 4.1. A *permit* is required whenever and before work related under this Bylaw is to be undertaken.

Disclaimer of Warranty or Representation

- 4.2. Neither the issuance of a *permit* under this Bylaw, the review and acceptance of the design, drawings, plans or specifications, nor inspections made by a *building inspector*, shall constitute a representation, warranty, assurance or statement that the *Building Code*, *PRRD* bylaws, or other enactments respecting health and safety have been complied with or the *building* or *structure* meets any standard of materials and workmanship, and no person shall rely on any of those acts as establishing compliance with the *Building Code*, this Bylaw or any other applicable enactments respecting health and safety. The person to whom a *permit* is issued is responsible for making such determination.

Owner Responsibilities

- 4.3. It shall be the full and sole responsibility of the *owner* to carry out the work in respect of which the *permit* was issued in compliance with the *Building Code*, this Bylaw and other applicable enactments respecting health and safety.
- 4.4. Every *owner* to whom a *permit* is issued shall be responsible for the cost of repair of any *damage* to *PRRD* works that occurs in the course of work authorized by the *permit*, and shall commit to this prior to issuance of the *permit* by signing the form prescribed in Schedule 'B'. Unpaid costs that have been assessed against an *owner* to repair *damage* to *PRRD* works shall be applied to property taxes at the end of the year.



- 4.5. Every *owner* to whom a *permit* is issued shall ensure that requests for inspection are made to the *Building Inspector* for the required inspections as set out in this bylaw.
- 4.6. Prior to issuance of a *permit*, every owner or agent shall provide an originally executed declaration as set out in Schedule 'B'.

5. SCOPE OF BYLAW

Applications of Bylaw

- 5.1. This Bylaw applies to the design, construction and *occupancy* of new *buildings* and *structures*, and the *alteration/renovation, reconstruction, demolition, removal, relocation* and *occupancy* of existing *buildings* and *structures*.
- 5.2. This By-law applies to all parts of the Regional District not within a municipality.

Exemptions from Bylaw

- 5.3. This Bylaw does not apply to:
 - 5.3.1 *buildings* or *structure* exempted by Section 1.1.1.1. (2) (a) to (h) of the *Building Code*, nor to retaining *structures* less than 1.2 meters in height.
 - 5.3.2 painting (exterior and/or interior), window replacement (same size openings) and/or replacement of *plumbing fixtures* do not require a *building permit*.
 - 5.3.3 a temporary on-site *construction* trailer for a project being constructed under valid *permits*.
 - 5.3.4 farm buildings pursuant to the National Farm Building Code of Canada, 1995.
 - 5.3.5 *construction*, alterations or repairs with an *estimated construction value* not exceeding \$2,500
 - 5.3.6 a garden shed, tool shed or greenhouse having a floor area not exceeding 20 square metres
 - 5.3.7 the repairing or replacement of plumbing fixtures unless the repair includes an extension or addition of fixtures (i.e. installing a new bathroom or relocating a kitchen) Requirements should be verified with the *Building Inspector*.
- 5.4. Notwithstanding section 5.3.5, no work or *construction* shall commence or continue which involves a building intended as a dwelling unit, except in accordance with a valid *permit* which has been issued by the *Building Inspector* pursuant to this By-law



6. PROHIBITIONS

Permit(s) Required

- 6.1. No person shall commence or continue any construction, *alteration/renovation, reconstruction, demolition, removal, relocation* or change the *occupancy* of any *building* or *structure* or *plumbing system*, , including excavation or other work related to construction, unless a *building inspector* has issued a valid and subsisting *permit* for the work.
- 6.2. Place a *manufactured home* upon a foundation without a *permit*.

Occupancy Permit

- 6.3. No person shall occupy or use any *building* or *structure*, or part of it, unless a valid and subsisting *occupancy permit* has been issued by a *building inspector* for the entire *building* or *structure*, or contrary to the terms of any *occupancy permit* issued or any notice given by a *building inspector*.

No False Information

- 6.4. No person shall knowingly submit false or misleading information to a *building inspector* in relation to any *permit* application or construction undertaken pursuant to this Bylaw.

No Tampering with Permit

- 6.5. No person shall reverse, alter, deface, cover, remove or in any way tamper with any notice, order, *permit* or certificate issued by the *building inspector*, including one posted upon or affixed to a *building* or *structure* pursuant to this Bylaw.

No Variances

- 6.6. No person shall do any work that is substantially at variance with the accepted design or plans of a *building, structure* or other works for which a *permit* has been issued, unless that variance has been accepted in writing by a *building inspector*.

No Obstruction of Building Inspector

- 6.7. No person shall obstruct the entry of a *building inspector* or other authorized official of the *PRRD* on property in the administration of this Bylaw.

Structural Damage

- 6.8. At the discretion of the *building inspector*, the owner of any *building* that has experienced structural *damage* due to a tornado, earthquake or other act of God, fire, decay or manmade disaster, shall provide an engineer's report with the assessment of *damage* and recommendations for all *repairs*. The *building* shall then be *repaired* using the engineer's solution as determined in the engineer's report and shall be made to comply with the *Building Code* and all *PRRD* bylaws. The *PRRD* will also require an engineer's report upon the completion of the *repairs* that the work was completed as per original recommendations.



Occupancy and Use

- 6.9. No person shall occupy or use any building contrary to the terms of any *permit* issued or any notice given by a *Building Inspector*

Development Permit

- 6.10. Despite any other provision of the Bylaw, no *permit* shall be issued without prior issuance of a *development permit*, where such *permit* is required by Section 920 of the *Local Government Act*.

7. OWNERS AND AUTHORIZED AGENTS

Use of an Agent

- 7.1. An *owner* may appoint an agent for the purposes of the Bylaw, by completing and delivering to the *building inspector* the *PRRD's* form for that purpose, and all subsequent applications, requests and other acts of the agent shall be deemed to be acts of the *owner* and all *permits*, notices, acceptances and other notices delivered to the agent will be deemed to be delivered to the *owner*.
- 7.2. An *owner* may not revoke an appointment of an agent for the purposes of this Bylaw unless the owner provides the *building inspector* with a written revocation.

Rules on Signing by Owners

- 7.3. Where an application, letter or other document is required by this Bylaw to be provided by the *owner*, the following apply:
- (a) the document must be signed by the *owner*;
 - (b) if more than one person is the *owner* of the property, the document must be signed by all *owners*;
 - (c) if a corporation is an *owner* of the property, the document must be signed by at least one signing officer of the corporation;
 - (d) if the property is or involves common property of a strata corporation, the document must be signed by two members of the strata Board, and depending on the circumstances, the *building inspector* may require proof of approval of the strata lot *owners* at a strata meeting;
 - (e) a document may be signed by the *owner's* authorized agent, if the *owner* has provided the *building inspector* with a signed authorization of that person as agent for all purposes associated with the construction.

8. BUILDING INSPECTOR

Powers of Building Inspectors

- 8.1. Each *building inspector* may:
- 8.1.1. Administer Bylaw – administer this Bylaw and all other *PRRD* bylaws and *permits* relating to any property for which a *permit* has been issued, or relating to any property for which a *permit* is required for the activity underway or completed.



B-2b

Peace River Regional District
Building By-law No. 1996, 2011

- 8.1.2. Records - keep records of *permit* applications, *permits*, notices and orders issued, inspections and tests made, and retain copies of documents related to the administration of this Bylaw or *digital* copies of such documents.
 - 8.1.2.1. Records, paper or documents kept by the *Building Inspector* are the property of the *PRRD* and shall not be available for public viewing without the consent of the Freedom of Information Co-ordinator, for the *PRRD*.
- 8.1.3. Equivalents - establish, if requested to do so, whether the methods or types of construction and types of materials used in the construction of a *building* or *structure* for which a *permit* is sought under this Bylaw substantially conform to the requirements of the *Building Code*.
- 8.1.4. Stop Work Notice - post a *stop work notice*, or otherwise order the cessation of work that is proceeding in contravention of this Bylaw, a *permit*, the *Building Code*, or any *regulation of the PRRD* ;
- 8.1.5. Do Not Occupy Notice – post a *Do Not Occupy Notice*, or otherwise order to cease *occupancy* of a *building* that is proceeding or used in contravention of this Bylaw, a *permit*, the *Building Code*, or any *regulation of the PRRD*, and;
- 8.1.6. Refusal of Permit - refuse to issue a *permit* where, the application for a *permit* or the proposed construction does not comply with the *Building Code*, this Bylaw or other applicable bylaws of the *PRRD* or where, in his/her opinion, the results of tests of materials, devices, construction methods, structural assemblies or foundation conditions are not satisfactory.

Entry onto Land

- 8.2. A *building inspector*.
 - 8.2.1. may enter any land, *building*, *structure*, or premises at any reasonable time for the purpose of ascertaining that the terms of this Bylaw are being observed.
 - 8.2.2. shall, where any residence is occupied, obtain the consent of the occupant or provide written notice to the occupant twenty-four (24) hours in advance of entry; and
 - 8.2.3. shall carry proper credentials confirming his/her status as *building inspector*.

Order Correction of Work

- 8.3. A *building inspector* may order the correction of any work that is being or has been done in contravention of the *Building Code*, this Bylaw or the *permit*.



PART TWO – APPLICATIONS FOR PERMITS

9. APPLICATIONS

Required Permits

- 9.1. Every person shall apply for and obtain;
- 9.1.1. a *building permit* before constructing, *reconstructing*, *repairing* or *altering* a *building* or *structure*;
 - 9.1.2. a *plumbing permit* before constructing or *altering* a *plumbing system*;
 - 9.1.3. a *building permit* before placing a *building* or *structure* that has been moved;
 - 9.1.4. a *demolition permit* before demolishing a *building* or *structure*, or part of it;
 - 9.1.5. a *solid fuel burning appliance permit* prior to the construction and/or installation of a *solid fuel burning appliance* within a *building* or *structure*;
 - 9.1.6. An *occupancy permit* prior to occupying a *building* or *structure*;

Permit Application Forms

- 9.2. Applications for *permits* required by this Bylaw shall be made in the forms attached to this Bylaw.

Plans – Designer Name

- 9.3. All plans submitted with *building permit* applications shall bear the name and address of the *designer* of the *building* or *structure*.

Separate Building Permits

- 9.4. Each *building* or *structure* to be constructed on a *parcel* requires a separate *building permit* and shall be assessed a separate *permit fee* based on Schedule A of this Bylaw.

Separate Plumbing Permits

- 9.5. Each *plumbing system* to be constructed on a *parcel* requires a separate *plumbing permit* for each *building* and shall be assessed a separate *permit fee* based on Schedule A of this By-law.

10. PROFESSIONAL PLAN CERTIFICATION AND FIELD REVIEW

Letters of Assurance Required Under the Building Code

- 10.1. In addition to the circumstances where *building design* and *field reviews* are required by a *registered professional* under the *Building Code*, every *owner* applying to construct a *complex building* shall:



- (a) provide to the *building inspector* prior to issuance of a *building permit*, letters in the form(s) set out in Schedules A, and B of the *Building Code*; and
- (b) provide to the *building inspector* prior to obtaining a final inspection for an *occupancy permit* for the *building*, the form(s) set out in Schedules C-A and C-B of the *Building Code*.

Building Inspector Requirements for Letters of Assurance

- 10.2. In addition to the circumstances where *building design* and *field reviews* are required by a *registered professional* under the *Building Code*, the *building inspector* may require an *owner* applying for a *building permit* for a *standard building* or a *structure* to provide the *PRRD* with the certification referred to in Section 10.1(a) of this Bylaw and the certification referred to in Section 10.1(b) of this Bylaw if the *building inspector* considers that this is warranted by circumstances that relate to the site conditions, the size or complexity of the development, or another aspect of the development.

Reliance on Letters of Assurance

- 10.3. The *letters of assurance* are relied upon by the *PRRD* and its *building inspectors* as certification that the design and plans and construction to which the *letters of assurance* relate comply with the *Building Code*, this Bylaw and other applicable enactments relating to health and safety.

11. APPLICATIONS FOR STANDARD BUILDINGS

Documents Required for Application

- 11.1. An application for a *building permit* for a *standard building* shall be made on the *PRRD's* form for such applications and the *owner* shall include the following additional information:
- 11.1.1. Owner's Declaration - each *owner* of a *building* or *structure* to be constructed requiring a *building permit* shall include with the *permit* application(s), a signed and completed "Owner's Declaration" as per Schedule B to this Bylaw;
 - 11.1.2. Application Forms - if applicable, any other *permit* application form(s) and shall be made on the *PRRD's* form for such applications;
 - 11.1.3. Homeowner Protection Office Form - a Homeowner Protection Office (HPO) form must be submitted at the time of application as required by the Homeowner Protection Act;
 - 11.1.4. Site Plan - unless the *building inspector* waives the requirements for a site plan, in whole or in part, where the *permit* is sought for the repair or *alteration/renovation* of an existing *building* or *structure*, then a site plan showing:
 - 11.1.4.1. Dimensions - the bearing and dimensions of the *parcel*, taken from the registered subdivision plan, if applicable;



- 11.1.4.2. Legal - the legal description and civic address of the *parcel*, as evidenced by an up-to-date search of the *parcel* from the Land Title Office;
- 11.1.4.3. No Build Areas - the location and dimensions of all statutory rights of way, easements, covenants, and *setback* requirements;
- 11.1.4.4. Buildings - the location and dimensions of all existing and proposed *buildings* or *structures* on the *parcel*, including on-site sewage disposal systems, if applicable;
- 11.1.4.5. Elevation - proposed elevations for top of *basement* and *garage* foundation;
- 11.1.4.6. Parking/Driveway - the location and dimension of parking and driveway access;
- 11.1.5. Floor Plans - floor plans showing the dimensions and uses of all areas; the dimensions and height of crawl and roof spaces; the location, size and swing of doors; the location, size and opening of windows; floor, wall, and ceiling finishes; *plumbing fixtures*; structural elements; and stair dimensions;
- 11.1.6. Cross Section - a cross section through the *building* or *structure* illustrating foundations, drainage, ceiling heights and construction systems;
- 11.1.7. Elevations - elevations of all sides of the *building* or *structure* showing finish details, roof slopes, windows, doors, and *finished grade*;
- 11.1.8. Details - cross-sectional details drawn at an appropriate scale and at sufficient locations;
- 11.1.9. Foundation Design - the foundation design;
- 11.1.10. Building Design – the design of the *building* or *structure*;
- 11.1.11. Truss Plan - a truss plan and truss drawings provided by your truss provider and stamped by a professional engineer;
- 11.1.12. Roof - a roof plan and roof height calculations;
- 11.1.13. Spatial Separations – information on all window openings are required for the building inspector to calculate spatial separations;
- 11.1.14. Other Information - any other information required by the *building inspector* to consider compliance with this Bylaw, the *Building Code* and other applicable bylaws and enactments.



- 11.1.15. Letter of Assurance – the applicable *letters of assurance*, if plan review is required by the *Building Code* or this Bylaw.
- 11.1.16. Title – a copy of the current Certificate of Title, made within 30 days of the date of the application and listing all restrictive covenants pertaining to the title.

Drawings

- 11.2. The *owner* shall provide two sets of drawings at a suitable scale, of the design of the *building* or *structure*.

Manufactured Homes

- 11.3. In addition to the requirements of Section 11.1, the following shall be required by a *building inspector* to be submitted with a *building permit* application for the installation of a *manufactured home*:

- 11.3.1. Zoning – confirmation that the land on which the *manufactured home* shall be located is zoned for single-family residences under the *PRRD's* Zoning Bylaw;
- 11.3.2. Standards – evidence that the *manufactured home* shall be constructed and certified under current editions of Canadian Standards Association (CSA) Standards A277 or Z240 MH series, or such updated standards as may be applicable from time to time;
- 11.3.3. Registered Professional – where a foundation and site preparation for a *manufactured home* does not comply with Section 11.3.2 of this Bylaw, Schedules as referred to in the *Building Code* will be required from a *registered professional*;
- 11.3.4. Site Information – details of siting, servicing, foundations or tie downs.

12. APPLICATIONS FOR COMPLEX BUILDINGS

Documents Required for Application

- 12.1. An application for a *building permit* for a *complex building* shall be made on the *PRRD's* form for such applications and the *owner* shall provide the information required in the Complex Building Permit Guidelines and the following additional information that may or may not be included in the Complex Building Permit Guidelines:
 - 12.1.1. Checklist – include the completed Application Checklist, included in the Complex Building Permit Guidelines;
 - 12.1.2. Drawings – three complete sets of drawings at the suitable scale of the design, illustrating that the *building* or *structure* substantially conforms to the *Building Code*, prepared by each *registered professional* and including all necessary information;
 - 12.1.3. Application Forms – if applicable, any other *permit* application form(s) which shall be made on the *PRRD's* form for such applications;



- 12.1.4. Cost Estimate – a cost estimate from a *registered professional* or a signed copy of the actual contract between the contractor and the *owner*;
- 12.1.5. Homeowner Protection Office Form – a Homeowner Protection Office (HPO) form must be submitted at the time of application as required by the Homeowner Protection Act;
- 12.1.6. Declaration Forms - each *owner* of a *building* or *structure* to be constructed requiring a *building permit* shall include with the *permit* application(s), a signed and completed “Owner’s Declaration” as per Schedule B to this Bylaw, and, if applicable;
 - 12.1.6.1. Hazardous Materials Declaration – each *permit* application that encounters construction in a commercial or industrial zone as described in the *PRRD’s* Zoning regulations, shall include, with the *permit* application(s), a “Declaration of on Site Chemicals and Hazardous Materials” made on the *PRRD’s* form for such applications.
- 12.1.7. Title – a copy of the current Certificate of Title, made within 30 days of the date of the application and listing all restrictive covenants pertaining to the title;
- 12.1.8. Letters of Assurance – *letters of assurance* as referred to in the *Building Code*, each signed by such *registered professionals*.
- 12.1.9. Development Permit – copy of the approved development *permit* is required if the *parcel* is located within a *PRRD’s* development *permit* area.
- 12.1.10. Site Plan – unless the *building inspector* waives the requirements for a site plan, in whole or in part, where the *permit* is sought for the repair or *alteration/renovation* of an existing *building* or *structure*, then a site plan showing:
 - 12.1.10.1. Dimensions – the bearing and dimensions of the *parcel* taken from the registered subdivision plan;
 - 12.1.10.2. Site Information - the location and size of the *building* and the floor area and lot coverage ratio;
 - 12.1.10.3. Legal – the legal description and civic address of the *parcel*;
 - 12.1.10.4. No Build Areas – the location and dimensions of all statutory rights of way, easements and *setback* requirements;
 - 12.1.10.5. Existing Buildings – the location and dimensions of all existing and proposed *buildings* or *structures* on the *parcel*;
 - 12.1.10.6. Hydrants - the locations of all fire hydrants, *fire sprinklers/standpipe* connections and a fire flow calculations;



- 12.1.10.7. Levels - the existing and finished ground levels to an established datum at or adjacent to the site and the geodetic elevation of the underside of the floor system of a *building* or *structure* where the *PRRD's* land use regulations establish siting requirements related to a minimum floor elevation; and
- 12.1.10.8. Roads - the location, dimension and gradient of access roadways, parking and driveway access;
- 12.1.11. all necessary *building* plans including but not limited to;
 - 12.1.11.1. Architectural Plans – floor plans showing the dimensions, and uses of all areas: the dimensions and height of crawl and roof spaces; the location, size and swing of doors; the location, size and openings of windows; floor, wall and ceiling finishes; *plumbing fixtures*; structural elements; and stair dimensions;
 - 12.1.11.2. Structural Plans - showing the details for the footings/ foundation plans, load bearing members, fasteners and connectors, concrete reinforcing, roof slope, *finished grade*, ceiling heights and construction systems;
 - 12.1.11.3. Mechanical Plans – possibly prepared by several different consultants and include the heating, ventilation and air conditioning details, plumbing details, site servicing for water, sewer and drainage outside the *building* envelope, fire suppression systems and roof drainage systems;
 - 12.1.11.4. Electrical Plans – prepared by an electrical engineer including all electrical systems of the *building* and fire alarm systems;

Additional Information

- 12.2. In addition to the requirements of Section 9.1, the *owner* may be required by a *building inspector* to submit the following with a *building permit* application for the construction of a *complex building* where the complexity of the proposed *building* or *structure* or siting circumstances warrant:
 - 12.2.1. Servicing Drawings - site servicing drawings, including sufficient detail of off-site services to indicate location at the property line, prepared and sealed by a *registered professional*.
 - 12.2.2. Section - a section through the site showing *grades*, *buildings*, *structures*, parking areas and driveways;

13. TEMPORARY BUILDING PERMITS

- 13.1. A temporary building or *structure* shall not be placed or constructed except in accordance with this section.



- 13.2. Subject to compliance with other applicable by-laws and the *Building Code*, the *Building Inspector* may, upon application, issue a *permit* for the erection or placement of a temporary building unless a *Building Inspector* is of the view that the building would not be safe for the use intended.
- 13.3. The word “temporary”, as used in this section, shall mean the period designated on the *permit*, but not exceeding two (2) years from the date of the *permit*. A further two (2) year extension may be granted upon application.
- 13.4. Applications for a *permit* to construct a temporary building shall be made in the form prescribed by the *Building Inspector*, and accompanied by:
 - 13.4.1. plans of sufficient detail to show complete compliance with Peace River Regional District By-laws, the *Building Code* and other applicable regulations and shall include the location of the building on the site and *construction* details of the building;
 - 13.4.2. a statement of the intended use and duration of the use;
 - 13.4.3. the permit fee noted on Schedule 'A' to this by-law;
- 13.5. Expiry of temporary building permit:
 - 13.5.1. Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the temporary building(s) or *structure(s)* have been removed and that all requirements under the conditions of the granting of the *permit* have been complied with.
 - 13.5.2. Application for refund must be made within six (6) months of expiration of the *permit*.

14. DEMOLITION PERMITS

- 14.1. An application for a *demolition permit* shall be made on the *PRRD's* form for such applications.

Disconnection of Services

- 14.2. Arrangements must be made by the owner for the proper disconnection, as appropriate, of all services and utilities to the property, prior to demolition.
- 14.3. That damages to utilities, services or adjoining properties and all liabilities during demolition shall remain the responsibility of the owner.

Backfilling

- 14.4. Upon completion of demolition of a *building*, the *owner* must remove all cellars, foundations and other remaining *structures*, and the *owner* must backfill excavations to *grade* level with native backfill or other granular material.



Engineer's Report

- 14.5. Before issuance of a *demolition permit* in respect of a site containing or may contain chemicals or hazardous materials, the *building inspector* may require the *owner* to provide an engineer's report.

Safety

- 14.6. That public safety is protected prior, during and after the demolition pursuant to the *Building Code* The *owner* may be required by the *Building Code* to install a *fence* prior to a demolition.

Refund of Demolition Permit Fee

- 14.7. Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the demolition has been completed and that all requirements under the conditions of the granting of the *permit* have been complied with.
- 14.8. Application for refund must be made within six (6) months of completion of the demolition.

15. SOLID FUEL BURNING APPLIANCE PERMITS

Documents Required for Application

- 15.1. An *owner* applying for a *solid fuel burning appliance permit* shall be made on the *PRRD's* form for such applications and the *owner* must provide with the application a copy of the manual for the *solid fuel burning appliance*.

Certifications of Appliances

- 15.2. All appliances installed pursuant to a *solid fuel burning appliance permit* must have a certification label attached to the unit from the Canadian Standards Association, Underwriters Laboratories of Canada, or another certifier acceptable to the *building inspector*.

Manufacturer Specifications

- 15.3. All *solid fuel burning appliances* and chimneys must be installed as per manufacture specifications including but not limited to pipe sizing and setbacks.

Required Inspections

- 15.4. Every *owner* shall obtain an inspection and acceptance of the installation of a *solid fuel burning appliance*, after installation and before the work is covered or hidden. If the work is covered or hidden, every *owner* shall uncover the work, remove construction materials and do everything else necessary for the *building inspector* to conduct the inspection.



Owner Must Call for Inspections

- 15.5. The *owner* shall give at least 72 hours advance notice to the *building inspector* of the *owner's* request for an inspection and the *PRRD* is not required to undertake any inspection under Section 14.4 until requested by the *owner*.

Plans Available

- 15.6. An *owner* is not entitled to an inspection of work under Section 14.4 unless a copy of the issued *solid fuel burning appliance permit* and all applicable plans are available at the site and unless the civic address is clearly visible from the street

16. PLUMBING PERMITS

Documents Required for Application

- 16.1. An application for a *plumbing permit* shall be made on the *PRRD's* form for such applications.

Required Inspections

- 16.2. Every *owner* shall obtain an inspection and acceptance of the installation of *plumbing fixtures*, after installation and before the work is covered or hidden. If the work is covered or hidden, every *owner* shall uncover the work, remove construction materials and do everything else necessary for the *building inspector* to conduct the inspection.

Owner Must Call for Inspections

- 16.3. The *owner* shall give at least 72 hours advance notice to the *building inspector* of the *owner's* request for an inspection and the *PRRD* is not required to undertake any inspection under Section 15.2 until requested by the *owner*.

Plans Available

- 16.4. An *owner* is not entitled to an inspection of work under Section 15.2 unless a copy of the issued *plumbing permit* and all applicable plans are available at the site and unless the civic address is clearly visible from the street.

17. RETAINING STRUCTURES

Requirement for Professional Design and Field Reviews

- 17.1. A *registered professional* shall undertake the design and conduct field reviews of the construction of a retaining *structure* greater than 1.2 meters in height.

Information with Permit Application

- 17.2. Sealed copies of the design plan prepared by the *registered professional* for all retaining *structures* greater than 1.2 meters in height shall be submitted to a *building inspector* prior to issuance of a *building permit*.



18. SWIMMING POOLS

Pools Must be Fenced

- 18.1. Except as prescribed in Section 18.2 of this Bylaw, every *structure* designed or constructed as a private swimming pool, wading pool, hot tub or spa having a depth greater than 0.75 meters at any point shall be surrounded by a non-climbable *fence* at least 1.2 meters in height. The *fence* shall be constructed surrounding the pool in such a manner as to substantially render the pool secure from unauthorized entry. All openings in the *fence* shall be in the form of a gate operated by a spring loaded hinge so as to cause the gate to return to a locked position and secured by a spring lock mounted on the swimming pool side of the gate. A swimming pool unless contained within a *building* shall be situated no less than 1.5 meters from a *building* or from a *parcel* line.

Exempt Pools

- 18.2. Swimming pools, hot tubs and spas less than 6.5 square meters in area are exempted from the requirements of Section 18.1 of this Bylaw, but no wading pools of any size are exempted.

PART THREE – OWNER REQUIREMENTS

19. RESPONSIBILITIES OF THE OWNER

Owners Liability

- 19.1. Neither the issuance of a *permit* or *occupancy permit* under this Bylaw nor the acceptance or review of plans, drawings, specifications or supporting documents, nor any inspections made by or on behalf of the *PRRD* shall in any way relieve the *owner* from full and sole responsibility to perform the work in strict accordance with this Bylaw, the *Building Code* and other applicable enactments respecting health and safety.

On Site Requirements

- 19.2. Every *owner* to whom a *permit* is issued shall, during construction;
- 19.2.1. Post Permit – post and maintain the *permit* in a conspicuous place on the property in respect of which the *permit* was issued;
 - 19.2.2. Plans on Site – keep a copy of the accepted designs, plans and specifications on the property;
 - 19.2.3. Civic Address – post the civic address on the property in a location visible from the road; and

Site Conditions

- 19.3. Where a *building permit* has been issued, the *owner* of a property shall ensure that during construction:



- 19.3.1. Storage – no material or equipment is placed or stored on adjacent property or, without permission, on adjacent private property;
- 19.3.2. No Disturbance – there is no disturbance to adjacent properties or to existing erosion and sediment control appurtenances;
- 19.3.3. Drainage Control – proper site drainage and erosion and sedimentation control measures are in place to prevent the discharge of sediment into the storm drainage system or neighbouring properties;
- 19.3.4. Residues – the residue from the cleaning of concrete trucks, or the wash from exposed aggregate concrete is not being discharged directly into the storm drainage system; and
- 19.3.5. Rubbish – must have a container with a closeable lid for rubbish and debris during construction and the *building* site must be kept in a neat and tidy condition. Failure to contain rubbish or debris on a construction site will result in a penalty and costs incurred for cleanup.

20. SITE STANDARDS

Drainage

- 20.1. The *owner* shall ensure that in connection with the construction of any *building, structure* or *paved* surfaces, drainage works and patterns shall be made in accordance with the following standards:
 - 20.1.1. Surface Water – adequate drainage of surface water shall be provided over the whole area of a *building* site;
 - 20.1.2. Terminus of Drainage – surface water from each site shall drain directly into either a public storm sewer system where such is available or into a natural watercourse authorized by the authority having jurisdiction.
 - 20.1.3. Adjacent Property – surface water shall not be allowed to drain from any site into any adjacent property or public park other than a natural watercourse authorized by the authority having jurisdiction.
 - 20.1.4. Catch Basins – where the grading will result in the collection of water, catch basins shall be installed to carry such surface water from the site, or other methods of drainage acceptable to the *building inspector* must be employed.
 - 20.1.5. Downspouts – where downspouts are provided and are not connected to storm sewer or an acceptable private sub-surface disposal system, extensions shall be provided to carry rainwater away from the *building* and towards the street storm drainage in a manner which will prevent soil erosion.



20.1.6. Grading

20.1.6.1. Plan – If a lot grading plan has been provided to the *PRRD* as part of the application for the *building permit*, the plan must be adhered to.

20.1.6.2. Direction of Grading – Whenever possible, lots shall be *graded* towards roadways, and in no case shall lots be permitted to drain onto an adjacent lot. Through areas where site topography prohibits drainage to roadways, lots may be *graded* to lot lines with drainage swales *graded* out to the roadways. Drainage swales shall be protected by registration of a covenant and statutory 6.0 meters right-of-way on the lot title.

20.1.7. Community Sewage Systems

20.1.7.1. Inflow – All water from any surface drainage and building sumps or drains, shall be prevented from entering any community sewage system.

PART FOUR – ISSUANCE OF PERMITS AND PERMIT FEES

21. PERMIT FEES

Permit Fees Payable

21.1. In addition to applicable fees and charges that may be required under other bylaws, a *permit fee*, in the amount established by Schedule A of this Bylaw, shall be paid in full prior to issuance of any *permit* under this Bylaw.

Plan-Processing Fee

21.2. A *permit fee* for a *building permit* shall include the appropriate plan-processing fee as set out in Schedule A to this Bylaw.

21.3. The plan-processing component of the *building permit* fee is payable at the time of the *owner's* submission to the *building inspector* of the application for the *building permit*.

21.3.1. Plan-processing fees do not apply to any *permits* other than *building permits*.

21.3.2. The *owner* must pay a new plan-processing fee if any major *alterations* occur to the *building* prior to completion of construction.

21.3.3. The plan-processing component of the *building permit* fee is not refundable under any circumstances.

Commencement of Work without Building Permit

21.4. Every person who commences work requiring a *building permit* without first obtaining such a *building permit* shall, if a *stop work notice* is issued, pay the additional charge set in out in Schedule A to this Bylaw prior to obtaining the required *building permit*.



Cancellation of Building Permit Application

- 21.5. An application for a *building permit* shall be cancelled and the plan-processing component of the *permit fee* forfeited if the *building permit* has not been issued because the *owner* has not paid the remainder of the *building permit fee* within 180 days of the date of written notification to the *owner* that the *building permit* is ready to be issued.
- 21.6. When a *building permit* application is cancelled under Section 21.5, the plans and related documents submitted with the application may be destroyed.

Refunds of Permit Fees

- 21.7. The *owner* may obtain a refund of the *permit fees* set out in Schedule A to this Bylaw when a *permit* is surrendered and cancelled before any construction begins, provided the refund shall not include the plan-processing fee.

Re-Inspections

- 21.8. Where more than one inspection is necessary, for each inspection after the first inspection, the *owner* shall pay the re-inspection fee as set out in Schedule A to this Bylaw prior to each additional inspection being performed.
- 21.9. Notwithstanding Section 21.8, the *owner* is not required to pay the re-inspection fee where multiple inspections for framing and insulation are required during the winter months of November through March.

22. ISSUANCE OF PERMITS

- 22.1. When:
- 22.1.1. a completed application for a *permit* has been submitted, including all required supporting documentation, with the documentation and the contents of it all satisfactory to the *building inspector*;
 - 22.1.2. the proposed work set out in the application conforms with the *Building Code*, this Bylaw and all other applicable bylaws and enactments;
 - 22.1.3. the *owner* has paid all applicable *permit fees* as set out in this Bylaw;
 - 22.1.4. the *owner* has paid all charges and met all requirement imposed by other bylaws and enactment;
 - 22.1.5. no covenant, agreement, enactment or regulation prevents or prohibits the work, or requires the *permit* to be withheld;
 - 22.1.6. the *owner* has retained an *architect* if required by the provisions of the *Architects Act*;



22.1.7. the Owner has retained a professional engineer or geoscientist if required by the provisions of the *Engineers and Geoscientists Act*,

a *building inspector* shall issue the *building permit* for which the application has been made.

Homeowner Protection Act

22.2. Notwithstanding anything in this Bylaw, a *building permit* will not be issued unless the *building inspector* is provided with any and all documentation required under the *Homeowner Protection Act*.

Expiry of Permit

22.3. Every *permit* is issued upon the condition that the *permit* shall expire and the rights of the *owner* under the *permit* shall terminate when thirty-six (36) months have elapsed from the date of issuance of the *permit*.

Expiration of Demolition Permit

22.4. A *demolition permit* shall expire six (6) months after the date of issuance.

Extension of Building Permit

22.5. When a *permit* has expired before the work encompassed in the scope of the *permit* has been completed, the *owner* may obtain a six (6) month extension on the *permit* to undertake or complete the work for a cost of 25% of the original *building permit* fee. An extension will only be granted once, thereafter a new *building permit* will be issued at full cost as per the original *building permit* fee.

Filling of Excavations

22.6. When a site has been excavated under a *building permit*, but no construction to cover the excavation has been completed within sixty (60) days or if a site has been excavated under a *building permit* that has expired, with written notice from the *PRRD*, the *owner* shall promptly fill in the excavation to restore the original gradients of the site.

22.6.1. In the event that the *owner* has not undertaken the work required by the date specified on the written notice from the *PRRD*, the *PRRD* shall undertake the said work and invoice the *owner* to recover the *PRRD*'s cost for completing the work. The *owner* shall pay forthwith upon receipt of the *PRRD*'s invoice for that amount.

Permit Issuance Date

22.7. A *building permit* shall be deemed to have been issued as of the date the *permit* was signed by the *building inspector*.



PART FIVE – INSPECTIONS AND FIELD REVIEWS

23. PROFESSIONAL DESIGN AND FIELD REVIEW

23.1. The *owner* shall provide the Schedules as referred in the *Building Code* where applicable.

24. INSPECTIONS OF STANDARD BUILDINGS

Required Inspections

24.1. Unless an *owner* has been required by the *building inspector* to have a *registered professional conduct field reviews* of the *owner's standard building*, every *owner* shall obtain an inspection and acceptance of the following work (where applicable for that *building*) at the following stages of construction on a *standard building*:

- 24.1.1. Footing Forms – footing forms, before concrete is poured;
- 24.1.2. Foundation Forms – foundation forms before concrete is poured, and;
 - 24.1.2.1. Setback Survey - when the building or structure location is 0.6 meters (2 feet) or less from the required *setback*, the *owner* shall provide a survey certified by a BC Land Surveyor prior to the inspection to verify that *setbacks* meet the *PRRD's* Zoning Bylaw, for the purposes of acceptance of this work;
- 24.1.3. Pilings and Grade Beam – if applicable, and a setback survey as may be required by section 24.1.2.1;
- 24.1.4. Utility Services – services that are connected from the *PRRD's* utility system to the proposed *dwelling* being constructed, with those services to be inspected before being covered;
- 24.1.5. Drainage Works – weeping tile, drain rock, and 2"SM insulation (not required if weeping tile and drain rock has a depth greater than 1.5 meters) and after damp proofing is completed and before backfilling;
- 24.1.6. Underslab Plumbing – underslab plumbing prior to any portion of the *plumbing system* being covered or hidden;
- 24.1.7. Slab Seal – slab seal, including polyethylene sheeting and/or insulation under the floor slab;
- 24.1.8. Rough in Plumbing – rough in plumbing with both water and sewer lines;
- 24.1.9. Framing – framing which includes installation and completion of structural framing, roofing, windows, doors, wiring, heating systems, and fireplaces, and for this inspection, a copy of the roof truss drawings, engineered beams and details regarding engineered floor joist system design and layout, as applicable;
- 24.1.10. Insulation – insulation and vapour barrier, before interior wall finish is applied which would conceal the work;



- 24.1.11. Final Inspection – after completing construction, but before occupancy or use.

No Work Concealed

- 24.2. No aspect of the work referred in Section 24.1 of this bylaw shall be concealed until a *building inspector* has accepted it in writing.

Work to be Uncovered

- 24.3. Every *owner* shall uncover work, remove construction materials and do everything else necessary for the *building inspector* to conduct an inspection under Section 24.1 of the Bylaw, and the *building inspector* may order the uncovering of the work for the purpose of being able to conduct an inspection under this Bylaw.

Owner Must Call for Inspections

- 24.4. The *owner* shall give at least 72 hours advance notice to the *building inspector* of the *owner's* request for an inspection of a *standard building* and the *PRRD* is not required to undertake any inspection under this Bylaw until requested by the *owner*.
- 24.5. In the event that the *owner* has not requested an inspection that was required by this Bylaw, and construction continued, and the work to be inspected was covered or concealed, and if the *owner* is not willing to uncover the work, the *building inspector* will require a *registered professional* to sign off and accept full responsibility on the completed work.

Plans Available

- 24.6. An *owner* is not entitled to an inspection of work under this Bylaw unless a copy of the issued *building permit* and all *building plans* are available at the site and unless the civic address is clearly visible from the street.

25. FIELD REVIEWS OF COMPLEX BUILDINGS

Requirement for Field Review Letters of Assurance

- 25.1. When a *registered professional* provides *letters of assurance* either because required by the *Building Code* or because required by the *building inspector* under this Bylaw, then the *PRRD* must receive copies of *field reviews* undertaken by the *registered professional* and the corresponding *letters of assurance* to the *PRRD* that the construction substantially conforms to the design and that the construction substantially complies with the *Building Code*, this Bylaw and other applicable enactments respecting health and safety.

Monitoring by Building Inspector

- 25.2. Even though *letters of assurance* regarding *field reviews* are required by a *registered professional*, a *building inspector* may attend the site from time to time during the course of construction to; ascertain that the *field reviews* are taking place; to monitor the *field reviews* undertaken by the *registered professionals*; and to ascertain whether the *health and safety*



aspects of the work are being carried out in substantial conformance with those portions of the *Building Code*, this Bylaw and any other applicable enactments concerning safety.

Scheduled Site Visits

- 25.3. The *owner* shall provide *field reviews* undertaken by the *registered professional* as in this Bylaw, and schedule a site visit by a *building inspector* to verify that *field reviews* are being conducted by the *registered professional* at the following stages of construction of a *complex building*:
- 25.3.1. upon completion of *building*, footing and foundation forms;
 - 25.3.1.1. Setback Survey - when the building or structure location is 0.6 metres (2 feet) or less from the required *setback*, the *owner* shall provide a survey certified by a BC Land Surveyor prior to the inspection to verify that *setbacks* meet the *PRRD's* Zoning Bylaw, for the purposes of acceptance of this work;
 - 25.3.2. prior to backfilling on-site services including water, storm sewer and sanitary sewer;
 - 25.3.3. upon completion of base plumbing, rough plumbing, waterlines, and sprinkler systems;
 - 25.3.4. upon completion of fire rating and stopping in fire separations;
 - 25.3.5. upon completion of insulation and vapour barrier; and
 - 25.3.6. when an *occupancy permit* is sought.

Complex Building Inspections

- 25.4. The *owner* shall give at least 72 hours notice to the *PRRD* when requesting or scheduling an inspection and shall:
- 25.4.1. Obtain an inspection and receive a *building inspector's* acceptance of the work prior to concealing it; and
 - 25.4.2. Where the *building*, *structure*, material, appliance, system, or equipment is designed by a *registered professional* and a *letter of assurance* has been provided, ensure that all required inspections are carried out by the *registered professional*, and obtain acceptance of the work.



PART SIX – OCCUPANCY

26. OCCUPANCY PERMITS

Application for Occupancy Permit

- 26.1. Upon completion of work under a *building permit*, the *owner* must, prior to a final inspection of the *building*, apply to a *building inspector* for an *occupancy permit*.

Requirement for Occupancy Permit

- 26.2. No person shall occupy a *building* or *structure* or part of a *building* or *structure* until an *occupancy permit* has been issued by a *building inspector*.

Preconditions to Occupancy Permit

- 26.3. An *occupancy permit* shall not be issued unless:
- 26.3.1. all *letters of assurance* and other required documents have been submitted as required by this Bylaw; and
 - 26.3.2. all aspects of the work requiring inspection and acceptance by the *building inspector* under this Bylaw have been inspected and accepted by the *building inspector*.
 - 26.3.3. if applicable, a *complex building* may require an inspection from the Fire Department and the Fire Chief and/or his designate must approve the *building* prior to the issuance of an *occupancy permit*.

Partial Occupancy

- 26.4. Under no circumstances will partial occupancy be granted by a *building inspector*.

27. SECONDARY SUITES

- 27.1. All *secondary suites* must be included on the submitted plans at the time of application for a *standard building permit* of new construction.
- 27.2. All *secondary suites* must be built according to the *Building Code* and comply with this Bylaw and the *PRRD's Zoning Bylaw*; and
- 27.3. All smoke and carbon monoxide detectors must be inter-connected in both the principal *dwelling unit* and the *secondary suite*.



28. DELAYED DEMOLITIONS

28.1. Where an owner wishes to continue to use an existing dwelling as a residence while constructing another dwelling on the same parcel, and the zoning By-law of the Regional District permits only one dwelling on the parcel, the owner shall enter into an agreement with the Regional District in a form as contained in Schedule 'E' of this by-law undertaking on completion or occupation of the new dwelling to:

28.1.1. remove the existing dwelling; or

28.1.2. convert the existing dwelling to a non-residential use as permitted by zoning regulations, to the satisfaction of the building inspector.

28.2. Should the applicant not proceed with the options provided by section 28.1 then the Regional Board is authorized to remove the pre-existing dwelling from the property and collect a rent charge for the costs of so doing, pursuant to the agreement as contained in Schedule 'E' and executed between the applicant and the Peace River Regional District Board.

PART SEVEN – NOTICES AND ENFORCEMENT

29. DISCLAIMER OF WARRANTY OR REPRESENTATION

29.1. Neither the issuance of a *permit* under this Bylaw, the review and acceptance of the design, drawings, plans or specifications, nor inspections made by a *building inspector*, shall constitute a representation or warranty that the *Building Code* or the *PRRD* bylaws has been complied with or the *building* or *structure* meets any standard of materials and workmanship, and no person shall rely on any of those acts as establishing compliance with the *Building Code* or this Bylaw or any standard of construction.

30. STOP WORK NOTICES

Building Inspector May Issue Notice

30.1. A *building inspector* may order the cessation of any work that is proceeding in contravention of the *permit*, the *Building Code* or this Bylaw by posting a *stop work notice*.

Work Must Stop

30.2. The *owner* of property on which a *stop work notice* has been posted, and every other person working on site, shall cease construction work immediately and shall not do any work until all applicable provisions of the *permit*, the *Building Code* and this Bylaw have been complied with and the *stop work notice* has been rescinded in writing by a *building inspector*.



31. NO OCCUPANCY NOTICES

Building Inspector May Issue Notice

- 31.1. Where a person occupies a *building* or part of a *building* before issuance of an *occupancy permit*, a *building inspector* may post a *Do Not Occupy Notice* on the *building* or *structure*, or affected part of it.

Occupancy Must Cease

- 31.2. The *owner* of property on which a *Do Not Occupy Notice* has been posted, and every person that inhabits the building, shall cease *occupancy* of the *building* or *structure* immediately and shall not occupy it until all applicable provisions of the *permit*, the *Building Code* and this Bylaw have been complied with and the *Do Not Occupy Notice* has been rescinded in writing by a *building inspector*.

32. PENALTIES AND ENFORCEMENT

- 32.1. An offence is committed against this Bylaw by every person who:

- 32.1.1. conducts any removal or deposit without a *permit* if a *permit* is required;
- 32.1.2. fails to comply with any of the terms or conditions of a *permit*;
- 32.1.3. allows any act or thing to be done in contravention or violation of this Bylaw or any part of a *permit*;
- 32.1.4. being the *owner* or occupier of a *parcel*, fails to prevent any other person from contravening any part of this Bylaw or a *permit* issued under it;
- 32.1.5. fails to comply with any order or notice given under this Bylaw; or
- 32.1.6. violates any of the provisions of this Bylaw.

- 32.2. Every person who commits an offence under this Bylaw or a *permit* issued under it is liable upon summary conviction to a fine not exceeding ten thousand dollars (\$10,000.00). Any person who does not comply with this Bylaw or *permit* conditions shall, upon summary conviction, be liable to a penalty up to ten thousand dollars (\$10,000.00) for each offence.
- 32.3. Each day of any violation, contravention or breach of this Bylaw or a *permit* issued under it shall be deemed to be a separate and distinct offence. Where an offence is a continuous one, each day that the offence is continued shall constitute a separate offence.
- 32.4. Nothing in this Bylaw shall limit the *PRRD* from pursuing any other remedy that would otherwise be available for a contravention of this Bylaw.



33. SEVERABILITY

- 33.1. If any Section, subsection, clause or phrase of this Bylaw is for any reason held to be invalid or illegal by a decision of any court of competent jurisdiction, it shall be severable, and such a decision shall not affect the validity of the remaining Sections, subsections, clauses or phrases of this Bylaw.

34. SECTION HEADINGS

- 34.1. Section or subsection headings are inserted in this Bylaw for ease of reference and are not to be used in interpreting this Bylaw.

35. SCHEDULES

- 35.1. The Schedules as attached to this Bylaw form part of this Bylaw and are listed as follows:

Schedule A – “*Fees and Charges*”;
Schedule B – “*Owner’s Declaration*”;
Schedule C – “*Stop Work Notice*”;
Schedule D – “*Do Not Occupy Notice*”;
Schedule E – “*Demolition Agreement*”;

36. TRANSITION AND REPEALS

- 36.1. Notwithstanding the adoption of Building By-law No. 1996, 2011, *permits* issued under Building By-law No. 1189, 1999 shall continue in effect and be administered according to Building By-law No. 1189, 1999 until the permit has expired.
- 36.2. After expiry of a *permit* issued under Building By-law No. 1189, 1999 and a *building* or *structure* has not been started or completed, any further work shall be subject to Building By-law No. 1996, 2011.
- 36.3. Peace River Regional District Building By-law No. 1996, 2011 shall come into force and effect at 12:00 a.m. MST on June 1, 2012.
- 36.4. Subject to section 36.1, Building By-law No. 1189, 1999 is hereby repealed as of 11:59:59 p.m MST on May 31, 2012.



B-2b

Peace River Regional District
Building By-law No. 1996, 2011

37. CITATION

This by-law may be cited for all purposes as Peace River Regional District Building By-law No. 1996, 2011.

READ a FIRST TIME this 24th day of November, 2011.

READ a SECOND TIME this 24th day of November, 2011.

READ a THIRD TIME this _____ day of _____, 2012.

ADOPTED this _____ day of _____, 2012.

CERTIFIED a true and correct copy of
"Peace River Regional District Building
By-law No. 1996, 2011.

Faye Salisbury,
Corporate Officer

THE CORPORATE SEAL of the Peace
River Regional District was hereto
affixed in the presence of:

Karen Goodings,
Chair

Faye Salisbury, Corporate Officer



“SCHEDULE A”

FEEES AND CHARGES

BUILDING PERMIT FEE

Fee for each \$1,000.00 of Value of Construction* \$5.00 per \$1,000
to a maximum fee of \$500,000.00 (\$100 million Value of Construction*)

BUILDING PERMIT FEE IF CONSTRUCTION COMMENCED WITHOUT BUILDING PERMIT AND A STOP WORK NOTICE WAS ISSUED

Fee for each \$1,000.00 of Value of Construction \$7.50 per \$1,000
to a maximum fee of \$750,000.00 (\$100 million Value of Construction*)

PLAN PROCESSING FEES

To construct a new Standard Building \$125.00
To construct a new Complex Building \$250.00
To construct an addition/renovation on a Standard Building up to 50m² \$75.00
To construct an addition/renovation on a Standard Building 51m² or larger \$100.00
To construct an addition/renovation on a Complex Building up to 100m² \$100.00
To construct an addition/renovation on a Complex Building 101m² or larger \$150.00

PLUMBING PERMIT FEES

Permit Fee \$50.00
Additional Fee per Plumbing Fixture \$5.00

DEMOLITION PERMIT FEES

Basic Fee \$50.00

TEMPORARY BUILDING PERMIT FEES

Basic Fee \$500.00

SOLID FUEL BURNING APPLIANCE PERMIT

Basic Fee \$50.00

RE-INSPECTION FEE

..... \$100.00

***Value of Construction**

<i>Residential Buildings - \$180 per square foot</i>
<i>Institutional / Commercial / Industrial - As per cost estimate presented by owner</i>



“SCHEDULE B” OWNER’S DECLARATION

BUILDING PERMIT No. _____

DATE: _____

Owner’s* Information

Owner Name: (Please print)	Owner’s Address:
Owner Phone Number:	Civic Address of Property to Which Permit(s) is Sought:
Owner Email Address:	Legal Description: Lot: Block: Plan:

Owner’s Appointment of an Agent (if applicable)

I declare that I am the owner to the above referenced property and in accordance with Section 8 to the PRRD’s Building Bylaw, I hereby authorize:

Agent Name: (Please print)	Agent’s Mailing Address
Agent’s Contact Phone Number:	Agent’s Contact Email Address:

*** If there is more than one owner for the subject property described above, the owner named above acts on behalf of all other owners.**

Duties and Responsibilities

As owner, I agree to the following duties and responsibilities as set out below, as directed by the Peace River Regional District that include, but are not limited to;

1. Every owner shall ensure that all construction complies with the Building Code, the PRRD’s Building Bylaw and all other applicable enactments as amended from time to time. It is encouraged for each owner to respect the environment and utilize energy efficient products and materials wherever possible, and the PRRD encourages construction of buildings with a rating of Energuide 80 or better.
2. Every owner to whom a permit is issued is responsible for the cost of repair(s) to damage to any PRRD property that occurs during construction as authorized by that permit. Upon receipt of written notice from the PRRD of damage or deficiencies to PRRD property, the PRRD shall undertake the repair(s) of the said property. The owner shall pay the amount of the repairs to the PRRD forthwith upon receipt of the PRRD’s invoice.
3. Deliver to the building inspector, records of the results of any tests of materials, if the tests are made to ensure conformity with the requirements of the Building Code or of the PRRD’s Building Bylaw.
4. The owner shall give at least 72 hours notice to the PRRD when requesting or scheduling an inspection. Requests may be made by calling the PRRD at 250-785-8084 or 250-784-3200 between 8:30am to 4:30pm Monday to Friday.



5. The following inspections are required:

Footings (prior to pouring concrete)
Foundation (prior to pouring concrete and survey required before inspection)
Services
Pilings
Grade Beam
Weeping Tile/ Damp Proofing/ Drain Rock
Underslab Plumbing (with air or water test)
Slab Seal
Rough In Plumbing (with air or water test)
Framing (prior to insulation/ siding and all plumbing/ mechanical and electrical work completed)
Insulation and Vapour Barrier (prior to all wall finishes)
Final Inspection for Occupancy Permit

6. When required, a building inspector may request the uncovering of previously covered work, at the owner's expense, to ensure a proper inspection is performed and approval is attained.
7. Shall post the civic address on a property in a visible location at all times.
8. All material and equipment must be stored on your own property at all times.
9. Sidewalks and roadways must be kept clear of all mud and debris, and be cleaned daily.
10. All applicable Peace River Regional District bylaws must be followed and adhered to.

Declaration

Neither the granting of a permit, nor the approval of the drawings and specifications, nor inspections made by the building inspector, shall in any way relieve the owner from full responsibility for carrying out or having the work carried out in accordance with the Building Code, the Peace River Regional District Building Bylaw or any bylaws or statutes and regulations relating to any work or undertaking in respect of which this application is made.

I have read and understand the above:

Owner's Declaration is executed by the owner this _____ day of _____, 20____.

(day) (month) (year)

Owner's Signature:	Witness's Signature:
Owner's Name (print):	Witness's Name (print):
Authorized Agent Signature: (if applicable)	Witness Signature:
Authorized Agent Name (print):	Witness Name (print):



B-2b

Peace River Regional District
Building By-law No. 1996, 2011

**“SCHEDULE C”
STOP WORK NOTICE**

STOP WORK NOTICE

**Regarding Building or
Work Situated at:**

**Notice is hereby given that under the Bylaws of the Peace
River Regional District all further work is prohibited, unless
authorized in writing by the Building Inspector**

DATED: _____

REASON: _____

SIGNED: _____

Building Inspector

Print Name: _____

**IT IS UNLAWFUL FOR ANY PERSON TO ALTER OR REMOVE
THIS NOTICE**

Page 37 of 43

February 9, 2012



“SCHEDULE D”

DO NOT OCCUPY NOTICE

Building Permit Number: _____

Address: _____

DO NOT OCCUPY

Notice is hereby given that under the By-laws of the Peace River Regional District all further Occupancy is prohibited, unless authorized in writing by the Building Inspector.

DATED: _____

REASON: _____

Signed: _____

Building Inspector

Print Name: _____

**IT IS UNLAWFUL FOR ANY PERSON TO ALTER OR REMOVE
THIS NOTICE**



“SCHEDULE E”

DEMOLITION AGREEMENT

SECTION 219 COVENANT

DEMOLITION AGREEMENT

THIS COVENANT made as of the _____ day of _____, 20__.

BETWEEN:

(the “Covenantor”)

AND:

PEACE RIVER REGIONAL DISTRICT, a municipal corporation pursuant to the laws of British Columbia and having an address of 1981 Alaska Avenue, Box 810, Dawson Creek, B.C. V1G 4H8

(the “Regional District”)

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of the following lands and premises situate in the Peace River Regional District described as:

(the “Lands”)

- B. The Covenantor desires to build a new dwelling on the Lands and wishes to reside in the existing dwelling on the Lands during the construction of the new dwelling;
- C. Only one dwelling is permitted by by-law on the Lands;
- D. The Covenantor has agreed to enter into a Demolition Agreement as provided for in Peace River Regional District Building By-law No. 1996, 2011.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act, R.S.B.C. 1996, c. 250*, and in consideration of the sum of Ten Dollars (\$10.00) now paid by the Regional District to the Covenantor (the receipt and sufficiency whereof is hereby the Convenator acknowledged), the Covenantor grants to this Covenant and agrees with the Regional District as follows:



1. In this Restrictive Covenant:
 - (a) "Existing Dwelling" means that certain single family dwelling situate on the Lands as of the date of this Covenant having an address of _____;
 - (b) "New Dwelling" means the single family dwelling authorized to be constructed upon the Lands pursuant to the Permit annexed to this Covenant as Schedule "A".
2. The Lands shall not be used for any use other than one single family dwelling.
3. Except as provided herein no more than one single family dwelling may be sited, placed or built upon the Lands.
4. The Covenantor covenants that within ninety (90) days of the New Dwelling receiving a completion inspection, the Existing Dwelling:
 - (a) must be demolished and removed from the Lands; and
 - (b) must cease to be used for residential purposes and converted from a use that is a non-residential use permitted by the applicable zoning regulations.
5. The Covenantor hereby grants to the Regional District in perpetuity a rent charge payable out of the Lands in the amount of \$5,000 (the "Rent Charge") to secure all costs, fees and expenses incurred by the Regional District in exercising any rights pursuant to Section 7 of this Covenant. The Rent Charge shall be the absolute property of the Regional District in fee simple and shall be payable free and clear of all set-offs and deductions within thirty (30) days of receipt of an invoice by the Convenantor from the Regional District subject to the following terms and conditions:
 - (a) if an whenever the Covenantor is in default in payment of the Rent Charge and such default continues for thirty (30) days following the date in which the Rent Charge is payable then the Regional District without notice or any form of legal process, enter upon the Lands to levy distress and to seize, remove, and sell any goods, chattels and equipment found thereon, despite any rule of law or equity to the contrary, and the Covenantor to the extent the law permits, hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Regional District's right of distress;
 - (b) no reference to or exercise of any specific right or remedy by the Regional District in enforcing the Rent Charge or the restrictions, terms and conditions of this Covenant shall preclude, prejudice or limit the Regional District from exercising any other remedy at law or in equity not expressly provided for herein. Without limiting the generality of the foregoing, the Regional District may sue on the covenant of the Covenantor, and in debt for recovery of the Rent Charge, and may enjoin any breaches of the restrictions herein.



No remedy shall be exclusive or dependent upon any other remedy and the Regional District may from time to time exercise anyone or more of the remedies available to it independently or in combination;

- (c) the Regional District in exercising rights pursuant to sub-section (a) and (b) of this Restrictive Covenant, shall not be liable or responsible to the Covenantor in any way for any loss or damage to the Lands, injury to person, or loss or damage to any property of the Covenantor or of any other person while such property is on the Lands, however incurred or suffered during any time that the Regional District is in exclusive possession of or has allowed or permitted any other person to go into possession of the Lands or in respect of any levy of distress upon goods, chattels and equipment on the Lands.
6. The Regional District must provide to the Covenantor a discharge of this Covenant upon the Covenantor fully complying with its obligations under Section 4 and provided that monies owing (if any) under the Rent Charge are fully paid.
7. If the Covenantor shall fail to perform its obligations in this Covenant to be performed including without limitation the obligations pursuant to Section 4, the Regional District may at its sole discretion and at the Covenantor's expense:
 - (a) enter onto the Land and do and cause to be done through its employees or contractors all such things as may be required to perform the obligations of the Covenantor including without limitation, the demolition and removal of the Existing Dwelling; and
 - (b) incur and pay all fees, charges, expenses and costs required to be made to perform the obligations of the Covenantor.
8. No reference to or exercise of any specific right or remedy by the Regional District in enforcing the restrictions, terms and conditions of this Covenant shall preclude, prejudice or limit the Regional District from exercising any other remedy at law or in equity not expressly provided for herein. Without limiting the generality of the foregoing, the Regional District may sue on the covenant of the Covenantor, and may enjoy any breaches of the restrictions herein. No remedy shall be exclusive or dependent upon any other remedy and the Regional District may from time to time exercise any one or more of the remedies available to it independently or in combination.
9. The Regional District in exercising rights pursuant to Section 7 of this Covenant, shall not be liable or responsible to the Covenantor in any way for any loss or damage to the Lands, injury to person, or loss or damage to any property of the Covenantor or of any other person while such property is on the Lands, however incurred or suffered.
10. The Covenantor covenants to and does hereby indemnify and save harmless the Regional District at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Regional District shall or may become liable, incur or suffer:



B-2b

Peace River Regional District
Building By-law No. 1996, 2011

- (a) by reason of a breach of this Covenant;
 - (b) from any injury to person or loss of or damage to property by whomsoever owned, arising directly or indirectly from the exercise by the Regional District of any of its remedies for default of the Covenantor;
 - (c) by reason of any injury to any person or damage to property arising from the exercise by the Covenantor of rights to use the Lands pursuant to this Covenant.
11. All of the provisions of this Covenant are to be construed as covenants and should any provisions of this Covenant be or become illegal, invalid or unenforceable, it shall be considered separate or severable and the remaining provisions shall remain in force and be binding upon the Covenantor and be enforceable to the fullest extent of the law.
12. Nothing contained or implied herein shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Municipal Act or its rights and powers under all of its public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Covenant has not been executed and delivered by the Covenantor.
13. No provision in this Covenant requiring the Regional District's approval shall be deemed to have been fulfilled or waived unless the written approval of the Regional District relating to the particular matter has first been obtained. Any approval given under the hand of the Administrator shall be sufficient approval. No prior approval and no condoning, excusing or overlooking by the Regional District on previous occasions of failure of the Covenantor to obtain approval when required shall be taken to operate as a waiver of the necessity of such approval whenever required hereunder.
14. The Covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and which shall attach to and run with each and every part into which the Lands may be divided or subdivided.
15. For the purposes of Section 7 reference to the Regional District includes its officers, employees, agents, contractors and others acting under the authority or instruction of the Regional District.
16. The Covenantor will, after execution hereof by it, at its own expense, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Regional District or have been granted by or to the Regional District.
17. Whenever the singular is used herein, the same shall be construed as meaning the plural, or body corporate or politic where the context of the parties so require.
18. The Covenantor hereto shall do and cause to be done all things and shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.



19. Schedule 'A' attached hereto forms part of this Covenant.
20. This Covenant and each and every provision of it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be