

THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BYLAW NO. 916, 2008
(Replacing Village of Pouce Coupe Bylaw No. 845, 2003)

A Building and Plumbing Bylaw for the Corporation of the Village of Pouce Coupe

WHEREAS the Division 8 of the *Community Charter* authorizes the Municipality, for the health, safety and protection of persons and property to regulate the construction, alteration, repair or demolition of buildings and structures by bylaw;

AND WHEREAS the Province of British Columbia has adopted a building code to govern standards in respect of the construction, alteration, repair and demolition of buildings in municipalities and regional districts in the Province;

AND WHEREAS it is deemed necessary to provide for the administration of the building code;

NOW THEREFORE the Municipal Council of the Corporation of the Village of Pouce Coupe, in open meeting assembled, enacts as follows:

1. PURPOSE OF BYLAW

1.1 This bylaw, shall, notwithstanding any other provision herein, be interpreted in accordance with this subsection.

1.2 This bylaw is enacted and retained for the purpose of regulating construction within the Village in the general public interest. The activities undertaken by or on behalf of the Village pursuant to this bylaw are for the sole purpose of providing a limited and interim spot checking function for reasons of public health and safety. It is not contemplated nor intended, nor does the purpose of this bylaw extend

1.2.1 to the protection of owners, owner/builders or builders from economic loss;

1.2.2 to the assumption by the Village of any responsibility for ensuring the compliance by any Owner, his representatives or any employees, contractors or design professionals retained by him, with the current edition of the British Columbia Building Code, the requirements of this bylaw or any other applicable codes or standards;

1.2.3 to providing to any person a warranty of design or workmanship with respect to any building or structure for which a building permit is issued under this bylaw;

1.2.4 to providing a warranty or assurance that construction undertaken pursuant to building permits issued by the Village is free from latent, or any defects.

2. PERMIT CONDITIONS

2.1 A permit is required whenever work regulated by this bylaw is to be undertaken.

2.2 Neither the issuance of a permit under this bylaw nor the acceptance and/or review of plans, drawings or specifications and/or supporting documents, nor any inspections made by or on behalf of the Village shall in any way relieve the Owner and/or his Agents from full and sole responsibility to perform the work in strict accordance with this bylaw, the current edition of the British Columbia Building Code and all other codes, standards and applicable enactments.

2.3 It shall be the full and sole responsibility of the Owner (and where the owner is acting through an agent, the Agent) to carry out the work in respect of which the permit was issued in compliance with the current edition of the British Columbia Building Code and this bylaw and all other applicable codes and standards and enactments.

2.4 Neither the issuance of a permit under this bylaw nor the acceptance and/or review of plans, drawings or specifications and/or supporting documents, nor any inspections made by or on behalf of the Village constitute in any way a representation, warranty, assurance, or statement that the current edition of the British Columbia Building Code, this bylaw or any other applicable codes, standards or enactments have been complied with.

2.5 No person shall rely upon any permit as establishing compliance with the bylaw or assume or conclude that the bylaw has been administered or enforced according to its terms. The person to whom the building permit is issued and his or her agents are responsible for making such determinations.

3. THE APPLICATION

3.1 To obtain a permit the owner shall file an application in writing with the building inspector in the prescribed form (as set out herein as Schedule A).

3.2 Every application for a permit shall include the following acknowledgements by the permit applicant:

- (1) I acknowledge that if I am granted a building permit pursuant to this application that I am responsible for compliance with the current edition of the British Columbia Building Code, this bylaw and any other applicable enactment, code, regulation or standard relating to the work in respect of which the permit is issued, whether or not the said work is undertaken by me or by those whom I may retain or employ to provide design and/or construction services.
- (2) I acknowledge that neither the issuance of a permit under this bylaw, the acceptance nor review of plans, specifications, drawings or supporting documents, nor inspections made by or on behalf of the Village constitute a representation, warranty, assurance or statement that the current edition of the British Columbia Building Code, the Building Bylaws of the Village of Pouce Coupe or any other applicable enactment, code, regulation or standard has been complied with.
- (3) Where the Village requires that Letters of Assurance be provided by a Registered Professional pursuant to Section 11 of the Village of Pouce Coupe Building Bylaw and Section 55 of the *Community Charter*, I confirm that I have been advised in writing by the Village that it relied exclusively on the Letter of Assurance of Professional Design and Commitment for Field Review prepared by _____ in reviewing the plans, drawings, specifications and supporting documents submitted with this application for a building permit.
- (4) I confirm that I have relied only on the said Registered Professional for the adequacy of plans, drawings, specifications and supporting documents submitted with this application.
- (5) I understand that I should seek independent legal advice in respect of the responsibilities I am assuming upon the granting of a building permit by the Village pursuant to this application and in respect of the execution of this acknowledgement.

3.3 In this bylaw:

Agent means a person authorized in writing by an Owner to represent the Owner for the purposes of this Bylaw.

Building means any structure used or intended for supporting or sheltering any use or occupancy, and includes plumbing.

Building Code means the British Columbia Code established pursuant to the Building Regulations of British Columbia, B.C. Regulations 351/92, as amended or re-enacted from time to time, and includes the British Columbia Plumbing Code.

Building Inspector means the person or persons authorized by the Council of the Corporation of the Village of Pouce Coupe to administer this Bylaw.

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 issued in accordance with s.14.2 of this Bylaw.

Owner means the owner of land and includes a leasee with authority to build on land.

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.

Professional Designer means a person who is registered in the Province of British Columbia as a member in good standing of the Architectural Institute or the Association of Professional Engineers and Geoscientists of the Province of British Columbia.

Professional Field Review means the inspection of work at a construction site by or under the supervision of a professional designer in order to ascertain that the work conforms to the approved plans for the building, and includes certification of conformance by the professional designer.

Professional Plan Certification means certification by a professional designer that the plans submitted with an application for a building permit comply with the Building Code and other applicable enactments respecting safety.

Retaining Wall means a wall constructed of concrete, steel, treated wood, stone, masonry, or a combination thereof, designed to support, confine, retain, or keep in place earth material.

Site means a parcel or parcels upon which structures are constructed or placed or intended to be constructed or placed.

Structure includes buildings, paving, signs, tanks, swimming pools, docks, wharves, canopies, and awnings.

Swimming Pool means structure or excavation used or intended to be used for swimming, bathing, or wading, which is greater than 45.75 cm in depth and has a surface area greater than 9.3m² (100 sq. Ft.).

Village means the Corporation of the Village of Pouce Coupe.

4. SCOPE AND EXEMPTIONS

4.1 This Bylaw applies to all of the area within the Village.

4.2 This Bylaw does not apply to:

4.2.1 the buildings and structures listed in s.1.2.2 (1) of the Building Code except as expressly provided herein;

4.2.2 retaining walls.

5. PROHIBITIONS

5.1 Subject to s.2.1 to 2.3, no person shall commence or continue construction, alteration or repair of a building or structure, including excavation or other work related to construction, unless a permit has been issued for the work by the Building Inspector under Part 7.

5.2 No person shall commence or continue the installation or repair or alteration of plumbing, sewers, drains, tanks, swimming pools, pumps and similar works unless a permit has been issued for the work by the Building Inspector under Part 7.

5.3 No person shall move or demolish a building or structure unless a permit has been issued for the moving or demolition by the Building Inspector under Part 7.

5.4 No person shall occupy, use, construct, alter, or repair a building or structure contrary to the terms of a permit issued or a notice given by a Building Inspector.

5.5 No person shall, unless authorized by the Building Inspector, reverse, alter, deface, cover, remove, or in any way tamper with a notice, permit, or certificate posted upon or affixed to a building or structure pursuant to this Bylaw.

5.6 No person shall do work that is at variance with the approved descriptions, plans and specifications of a building, structure, work, or thing for which a permit has been issued, unless that variance has been approved in writing by the Building Inspector.

5.7 No person shall obstruct the entry of the Building Inspector on property in the administration of this bylaw.

5.8 No person shall commence or continue construction, alteration, or repair of a building or structure, including excavation or other work related to construction, where the work is at variance with:

5.8.1 Village bylaw;

5.8.2 a decision of the Board of Variance.

5.9 No person shall install an outdoor wood burning or coal burning furnace or boiler on any property within the corporate limits of the Village of Pouce Coupe.

6. BUILDING INSPECTOR

6.1 The Building Inspector may:

6.1.1 keep records of applications received, permits and orders issued, and inspections and tests made, and retain copies of the all papers and shall retain documents kept in connection with the administration of this bylaw for a minimum of six years;

6.1.2 establish or require the Owner to establish whether the methods or types of construction and types of materials used in the construction of buildings or structures conform with the requirements of the Building Code.

6.2 The requirements of s.6.1.1 are internal administrative duties only and create no obligations other than to the Council of the Village.

6.3 The Building Inspector:

6.3.1 may enter any land, building, or premises between the hours of 8:00 a.m. and 6:00 p.m. for the purpose of ascertaining that the regulations of this bylaw are being observed;

6.3.2 where any residence is occupied, shall obtain the consent of the occupant or provide written notice 24 hours in advance of entry; and

6.3.3 shall carry proper credentials confirming his or her status as a Building Inspector.

6.4 The Building Inspector may order the correction of any work which is being done or has been done in contravention of this bylaw.

7. APPLICATIONS

7.1 Subject to s.4.2, every person shall apply for and obtain a permit before excavating for, construction, repairing, altering, moving, or demolishing a building or structure, and before installing, repairing, or altering any plumbing, sewers, drains, tanks, pumps or similar works.

7.2 An application for a building permit shall:

7.2.1 be made in the forms attached as Schedule A to this bylaw;

7.2.2 be signed by the Owner or Agent;

7.2.3 state the intended use or uses of the building or structure;

7.2.4 include two copies of the specifications and two sets of drawings to scale including:

7.2.4.1 a site plan showing the following information:

7.2.4.1.1 the dimensions of the parcel taken from the registered plan of subdivision;

7.2.4.1.2 the legal description and civic address of the parcel if it has been designated;

7.2.4.1.3 the location and dimensions of all statutory rights of way, easements and setback requirements;

7.2.4.1.4 the location and dimensions of all existing buildings or structures on the parcel;

7.2.4.1.5 for residential buildings containing 3 or more dwelling units, commercial and industrial buildings, the location of all services in the roadway fronting the parcel, including pavement surface, ditch line, water connection, sanitary sewer connection and the electrical and telephone connection;

7.2.4.1.6 existing and finished ground levels to an established datum at or adjacent to the site;

7.2.4.1.7 the location and dimensions of the proposed construction on the site showing the nearest measurement to each parcel boundary;

7.2.4.1.8 the location and grade of driveway access including the geodetic elevation of the existing edge of road at the centre line of the proposed driveway access, and all necessary routes for firefighting;

7.2.4.1.9 a directional arrow indicating north;

7.2.4.2 floor plans, showing the dimensions and use of all rooms and other areas, the location, size, and swing of doors, and location and size of windows;

7.2.4.3 cross sections of the building taken at sufficient locations to adequately illustrate all structural details and finishes, including a roof plan and roof height calculation;

7.2.4.4 specifications detailing all materials to be used including roof and wall sheathing, roofing materials, siding materials, insulation and vapour barrier details, sub flooring, interior finish materials, and species and grade of lumber framing materials;

7.2.4.5 copies of approvals required under any enactment relating to health or safety, including without limiting the generality of the foregoing sewage disposal permits and highway access permits;

7.2.4.6 such other information as is necessary to illustrate all essential features of the design of the building and to establish compliance with this bylaw, the Building Code and other bylaws of the Village; and

7.2.5 except in the case of single family and duplex dwellings and buildings accessory to them, state the value of the proposed work.

7.3 An application for a permit for plumbing work shall be accompanied by a plan drawn to scale that shows the proposed work and the location and size of every building drain and of every trap or inspection piece on a building drain, and a sectional drawing showing the size and location of every soil or waste pipe, trap and vent pipe.

7.4 No permit is required for the clearing of stoppages, or the repairing of leaks in pipes, valves or fixtures, when such repairs do not involve or require the replacement or re-arrangement of valves, pipes, or fixtures.

7.5 An application for a permit for moving or demolition of a building shall be made in writing to the Building Inspector and shall be signed by the Owner or Agent. An applicant for such permit shall pay the estimated costs of capping off municipal water and sewer services prior to the issuance of the permit.

7.6 All plans submitted with permit applications shall bear the name and address of the

designer of the building, structure, or plumbing.

8. FEES AND CHARGES

8.1 A permit fee calculated in accordance with Schedule B to this bylaw shall be paid in full prior to the issuance of any permit under this bylaw.

8.2 When professional plan certification is required, the permit fees shall be reduced in accordance with Schedule B.

8.3 In addition to applicable fees and charges required under other bylaws, a permit fee, calculated in accordance with Schedule A to this bylaw, shall be paid in full prior to issuance of any permit under this bylaw.

8.4 An application made for a building permit shall be accompanied by the appropriate plan-processing fee as set out in Schedule A to this bylaw.

8.4.1 The plan processing fee is non-refundable and shall be credited against the building permit fee when the permit is issued.

8.4.1.1 An application shall be cancelled and the plan-processing fee forfeited if the building permit has not been issued and the permit fee paid within 180 days of the date of written notification to the owner that the permit is ready to be issued.

8.4.2 When an application is cancelled, the plans and related documents submitted with the application may be destroyed.

8.5 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;

8.5.1 The refund shall not include the plan processing fee paid pursuant to Section 8.4 of this bylaw.

8.5.2 No refund shall be made where construction has begun or an inspection has been made.

8.6 Where, due to non-compliance with this bylaw, more than two inspections are necessary when one inspection is normally required, for each inspection after the second inspection, a re-inspection charge as set out in Schedule B to this bylaw shall be paid prior to additional inspections being performed.

8.7 For a required permit inspection requested to be done after the hours during which the office of the Village of Pouce Coupe are normally open, an inspection charge shall be payable based on the time actually spent in making such inspection, including travel time, as set out in Schedule B to this bylaw.

8.8 An inspection charge, as set out in Schedule B to this bylaw, shall be payable in advance for a voluntary inspection to establish compliance of or to obtain a report on the status of an existing building or structure for which a permit is sought under this bylaw.

9. PERMITS

9.1 When:

9.1.1 a completed application including all required supporting documentation has been submitted;

9.1.2 the proposed work set out in the application conforms with the Building Code, this bylaw, and all other applicable bylaws and statutes;

9.1.3 the applicant has paid the fee prescribed in Schedule B to this bylaw;

9.1.4 the applicant has paid all charges and met all requirements imposed by any other statute or bylaw that may be applicable;

The Building Inspector shall issue the permit for which the application is made, in the form of the appropriate Schedules as applicable to this bylaw, by entering the permit number and date and signing the permit application.

9.2 Every permit is issued upon the condition that the permit shall expire and the rights of the Owner under the permit shall terminate if:

9.2.1 the work authorized by the permit is not commenced within 6 months from the date of issuance of the permit; or

9.2.2 the work authorized by the permit is not completed within 24 months of the date of issuance of the permit;

9.2.3 the work authorized by the permit is discontinued or suspended for a period of more than one year from the date of the last inspection by the Building Inspector.

9.3 The Building Inspector may issue a permit for the construction of a portion of a building before the plans and specifications for the entire building have been approved, provided adequate information has been provided to the Building Inspector to ensure the portion authorized to be constructed complies with this bylaw and the permit fee applicable to that portion of the building has been paid. The issuance of the permit notwithstanding, the requirements of this bylaw apply to the remainder of the building, as if the permit had not been issued.

9.4 The Building Inspector may revoke a permit where in his opinion, materials, devices, construction methods, structural assemblies or foundation conditions contravene the Building Code or the provisions of this bylaw or both, or where all permits required under this bylaw have not been obtained. Notice of revocation of a permit shall be given to the Owner in writing.

9.5 In the event that a building permit is issued but the project does not proceed to construction, the Village shall upon application by the Owner refund that portion of the building permit fee that is specified in Schedule B as the refundable portion.

10. NO DUTY OF CARE

10.1 This bylaw does not create any duty of care whatsoever on the Village, the Council or its members, the Building Inspector, or any employees or agents of the Village in respect of:

a) the issuance of a permit under this bylaw;

- b) the review and approval of drawings, plans and specifications submitted with the application for a permit;
- c) inspections made by the Building Inspector or failure to make such inspections; or
- d) the enforcement or failure to enforce the Building Code or the provisions of this bylaw.

10.2 Neither the issuance of a permit under this bylaw, the review and approval of the drawings, plans and specifications, or inspections made by the Building Inspector, shall constitute a representation, warranty or statement that the Building Code or this bylaw has been complied with or that 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.

11. PROFESSIONAL DESIGN AND FIELD REVIEW

11.1 Where the Building Inspector considers that the site conditions or the size or complexity of the development or aspects of the development warrant, or where an application is made to construct a building to be used for an occupancy described in Subsection 2.1.2 of the Building Code, or subsection 2.1.3 of the Building Code, where the structural requirements are not already specified in s.9.4 of the Building Code, the Building Inspector may require Professional Plan Certification and Professional Field Review.

11.2 When the Building Inspector requires Professional Plan Certification and Professional Field Review, the owner shall prior to the issuance of a building permit, submit letters of assurance to the building inspector in the form of:

11.2.1 Schedule A to Division C-Part 2 of the Building Code, confirming that the owner has retained the necessary professional designers for all the applicable disciplines for Professional Plan Certification and Professional Field Review; and

11.2.2 Schedules B1 and B2 to Division C-Part 2 of the Building Code, incorporating the assurances of the professional designers that the plans, specifications drawings and related documents submitted with the application for a building permit comply substantially with the Building code and other applicable safety enactments and confirming their commitment to undertake professional field review.

11.3 Prior to occupancy of a building that is subject of Professional Field Review, the owner shall submit letters of assurance in the form of Schedule C to Part 2 of the Building Code, incorporating the assurances of the professional designers that:

11.3.1 the Professional Field Review has been completed for all applicable disciplines; and

11.3.2 the construction of the project substantially complies with the plans, specifications, and related documents for which the building permit was issued.

12. RESPONSIBILITIES OF THE OWNER

12.1 The Village assumes no responsibility and it shall be the full responsibility of the owner or his agent to carry out the construction or have the construction carried out in accordance with the requirements of the Building Code, this bylaw and all other bylaws of the Village and neither the issuance of a permit under this bylaw, the review and approval of drawings, plans and specifications, nor inspections made by the Building Inspector, shall relieve the owner or his

agent from this responsibility.

12.2 Every Owner to whom a permit is issued shall be responsible for the cost of repair of any damage to the Village property or works that occurs in the course of the work authorized by the permit.

12.3 Every Owner or Agent to whom a permit is issued shall, during construction:

12.3.1 post and maintain the permit in a conspicuous place on the property in respect of which the permit is issued;

12.3.2 keep a copy of the approved drawings and specifications on the property.

12.4 The owner shall not continue building construction beyond the foundation stage until:

12.4.1 the owner has provided a current Certificate of Location by a registered British Columbia land surveyor to certify that the building and/or structure under construction is located on the property in compliance with Village regulations; and

12.4.2 the building official may accept a letter of certification from the land surveyor in lieu of a Certificate of Location, or may waive the requirement entirely if satisfied that no certification is necessary.

13. INSPECTIONS

13.1 Every Owner shall give at least 24 hours notice to the Building Inspector prior to the start of work on the building site.

13.2 Every Owner shall give at least 24 hours notice to the Building Inspector requesting an inspection and shall obtain an inspection and receive approval of the work:

13.2.1 after the forms for footings and foundations are complete and if applicable reinforcing steel has been placed but prior to the placing of concrete (the owner must submit Certificate of Location prior to concrete placement);

13.2.2 after removal of formwork from a concrete foundation and installation of perimeter drainage systems and damp-proofing but prior to the backfilling against the foundation;

13.2.3 after underground piping or plumbing has been installed and testing completed, including a water service, building drain, sanitary sewer or storm sewer, and below slab piping, but prior to covering;

13.2.4 when framing and sheathing of the building are complete, include fire-stopping, bracing, chimney, duct work, plumbing, gas venting, and wiring, but before any insulation or other interior or exterior finish is applied which would conceal such work;

13.2.5 after all piping and venting is secured, waste line is connected and testing is completed, but before any finish is applied which would conceal such work;

13.2.6 after the completion of the foundation for a masonry chimney but before masonry work has begun, during construction through combustible framing, and before the drip cap is installed;

13.2.7 after the smoke chamber of a fireplace has been constructed but before the drip cap is installed;

13.2.8 after the placing of insulation and vapour barrier but before any interior finish is installed;

13.2.9 after installation of plumbing fixtures and the building or portion thereof is complete and ready for occupancy, but before any occupancy of the building.

14. OCCUPANCY INSPECTIONS AND OCCUPANCY PERMITS

14.1 An occupancy inspection is required prior to occupancy of:

14.1.1 every new building

14.1.2 every existing building which has been altered, added to or partially destroyed or reconstructed; and

14.1.3 every building before any change in the class of occupancy under the Building Code of all or part of the building.

14.2 No person shall occupy a building which requires occupancy inspection until an occupancy inspection has been completed and an occupancy permit in the form of Schedule C to this bylaw has been issued by the Building Inspector.

14.3 Every applicant for an occupancy inspection required pursuant to s.14.1 of this bylaw shall provide the following information prior to occupancy inspection:

14.3.1 classification of the proposed occupancy under s.3.1.2 of the building code;

14.3.2 number of stories in the building;

14.3.3 gross floor area of each storey, and allowable live loads for each floor area;

14.3.4 use category and off-street parking and loading requirements under Part 4 of the Village of Pouce Coupe Zoning Bylaw No. 653, 1993, or same bylaw as amended; and

14.3.5 such other information as may be required to ascertain compliance with this bylaw.

14.4 An occupancy permit shall not be taken to imply or certify that the building or structure complies in all respects with the Building Code.

15. SEWER CONNECTIONS

15.1 In all cases where it is proposed to conduct the waste from plumbing fixtures, trade waste or surface or roof water to a public sewer the Owner shall ensure that such public sewer is at a sufficient depth and of a capacity to receive such discharge, and shall arrange the plumbing to suit the location of the connection provided for the lot.

16. MOVING BUILDINGS

16.1 No person shall move or cause any building to be moved into the Village or from one location to another in the Village without:

16.1.1 obtaining a Building Moving Permit, in the form set out in Schedule F attached hereto and forming part of this bylaw;

16.1.2 obtaining a Building Permit for the site to which the building is to be moved;

16.1.3 providing the Building Inspector with copies of all required approvals for the transport of the building obtained from regulatory agencies having jurisdiction, including the Ministry of Transportation and Highways and the Royal Canadian Mounted Police; and

16.1.4 providing a Building Moving Permit fee as set out in Schedule B.

16.2 Every application for a Building Moving Permit shall identify the site of the building to be moved and the site to which the building is to be moved.

16.3 No building shall be moved to a site within the Village unless the building will comply with the health and safety requirement of the Building Code upon completion of relocation.

16.4 Every application for a Building Moving Permit shall be accompanied by an irrevocable letter of credit established in favour of the Village for a sum of \$2,000.00, which letter of credit will expire not less than six months from the date of application for the Building Moving Permit and which letter of credit is to secure the obligations of the applicant, such obligations to include:

(a) Property from which the building is being removed:

- environmental clean up if required;
- remove all debris including foundation material;
- lot to be left in condition for reconstruction

(b) Property onto which the building is to be placed:

- proper drainage;
- landscaped or grassed.

17. TEMPORARY BUILDINGS

17.1 Where a building permit has been issued for a building, occupancy may be permitted prior to completion provided the building or part thereof complies with the health and safety requirements of this bylaw or any other statute or regulation made pursuant thereto.

17.2 An owner wishing to continue to occupy an existing dwelling while constructing another dwelling on the same parcel shall enter into an agreement with the Village undertaking to:

a) remove the existing dwelling upon completion of the new dwelling; or

b) convert the existing dwelling to a non-residential use to the satisfaction of the Building Inspector upon completion of the new dwelling, and shall deposit security in the form of a certified cheque or letter of credit in a form satisfactory to the Village, in the amount of \$2,000.00 to guarantee the completion of the work specified in the agreement.

18. SWIMMING POOLS

18.1 Every application for a building permit for a swimming pool shall be accompanied with a plan showing the location, depth and dimensions of the proposed pool and all water supplying piping, waste piping and appurtenances, and all structural detail.

18.2 Pool waste water shall be disposed of as approved by the Municipal Engineer. The type of disposal proposed shall be approved by the Building Inspector prior to the commencement of any work.

18.3 Every swimming pool shall be enclosed within a fence at least 1.83m (6 feet) from the pool and having a minimum height of 1.83m (6 feet) and no openings greater than 100mm (4 inches) at their greatest dimension.

18.4 Access through required fences shall be by means of self-closing gates so designed as to cause the gates to become secured with self-latching devices located on the swimming pool side of the fence and at a height of at least 1.0 meters (3.3 feet) above grade or, on the outside of the fence at 1.5 meters (4.9 feet) above grade.

18.5 Notwithstanding s.18.3, a pool the rim of which is 1.07 meters (3.5 feet) or more above the grade of surrounding ground need only be protected by a fence enclosing the ladder or other access points to the pool and conforming to the requirements of s.18.3.

18.6 Every fence enclosing a swimming pool shall be maintained by the Owner or occupier in good order. All sagging gates, loose parts, worn latches and locks and broken or binding members shall be promptly replaced or repaired.

18.7 The design and installation of any drains, vents, pipes, valves or any other plumbing fixtures shall comply with the provisions of the British Columbia Plumbing Code.

19. CLIMATIC DATA

19.1 Climatic data for the design of buildings in the Village shall be as per the supplement to the National Building Code.

20. CANOPIES AND AWNINGS

20.1 Any canopy or awning projecting over public property shall:

20.1.1 be supported entirely from the structure to which it is attached;

20.1.2 be capable of bearing a live load of not less than one point nine kilonewtons per square meter (1.9kN/m²);

20.1.3 consist of non-combustible or protected combustible material;

20.1.4 not project over a lane or roadway where a sidewalk or curb does not exist;

20.1.5 be no less than 2.5 meters (8 feet) above the sidewalk;

20.1.6 project no more than 1.8 meters (6 feet) over public property or to within 0.3 meters (1 foot) of any curb, whichever is less;

20.1.7 not interfere with standpipes, fire escapes, traffic lights, traffic signs, traffic, utilities or Village works;

20.1.8 in the case of awnings, be constructed on a metal frame supported entirely from the structure to which it is attached.

20.2 No person shall cause or permit all or part of an awning structure, canopy structure or sign structure attached to lands or to improvements to land that the person who owns or

occupies to project on, or under all or part of:

20.2.1 a highway other than a highway designated as arterial under the *Highway Act* unless the person first enters into an agreement with the Village in the form attached as Schedule D and pays the applicable fee set out in Schedule B; or

20.2.2 a highway designated as arterial under the *Highway Act* unless the person first obtains a permit in writing from the Minister of Transportation and Highways under s.35 of the *Highway Act*.

21. EQUIVALENTS

21.1 The provisions of this bylaw are not intended to limit the appropriate use of materials, equipment, methods of design or construction procedures not specifically authorized herein or by the Building Code provided an equivalent is accepted in writing by the Building Inspector. An owner proposing to provide an equivalent material, appliance, system equipment or method of design or construction not specifically authorized by this bylaw or by the Building Code shall submit to the Building Inspector sufficient evidence to satisfy the Building Inspector that the proposed equivalent will provide the level of performance required by this Bylaw or by the Building Code.

22. BUILDING NUMBERING

22.1 The Chief Administrative Officer is authorized to number, renumber or alter the numbering of any building as he or she deems expedient, according to a grid system of building numbering approved by resolution of Council, and no more than one number shall be designated for any principal building.

22.2 Where a building permit is issued, the Chief Administrative Officer shall designate the number or series of numbers requisite for the building or buildings authorized by the permit.

22.3 The owner or occupant of any building for which a number has been designated shall display the number at or near the front door of the premises. The numbers shall be of a contrasting colour with the background and shall be a minimum of 50mm high with stroke of no less than 6mm.

22.4 Where the Chief Administrative Officer renumbers or alters the number of any building, the owner or occupant of the building shall, within 30 days after the receipt of a notice in writing from the Chief Administrative Officer indicating the change in numbering, remove any existing building number and display the new number in the manner required under s.22.3.

23. PENALTIES AND ENFORCEMENT

23.1 Every person who violates any provision of this bylaw commits an offence punishable on summary conviction and shall be liable to a fine of not more than \$10,000.00.

23.2 The Building Inspector may order the cessation of any work that is proceeding in contravention of the Building Code, a building permit issued pursuant to this bylaw, or any bylaw of the Village by posting a Stop Work Order in the form of Schedule E to this bylaw on the property on which such work is undertaken.

23.3 Every owner of real property on which a Stop Work Order has been posted, and every other person, shall cease all construction work immediately and shall not do any work other

than the work referred to in s.23.4 and s.23.5 until all provisions of the Building Code, the building permit and this bylaw have been fully complied with and the Stop Work Order has been removed by the Building Inspector.

23.4 The Owner shall within 48 hours of the posting of a Stop Work Order under s.23.2 secure the construction and the lands and premises surrounding the construction in compliance with the safety requirements of any statute, regulation or order of the Province or of a provincial agency.

23.5 The Stop Work Order referred to in s.23.2 shall remain posted on the premises until the work that is contrary to the Building Code, the building permit, or the bylaw has been remedied to the satisfaction of the Building Inspector.

24. SEVERABILITY

24.1 If any Part or lesser portion of this bylaw is held invalid by a court, the invalid portion shall be severed from this bylaw.

25. SCHEDULES

25.1 Schedules A through G attached to this bylaw form a part of this bylaw.

26. REPEAL

26.1 Village of Pouce Coupe Bylaw No. 845, 2003 as amended, is repealed and replaced by this bylaw.

27. TITLE

27.1 This bylaw may be cited for all purposes as **The Village of Pouce Coupe Building Regulation Bylaw No. 916, 2008.**

READ A FIRST TIME this 5th day of May, 2008.

READ A SECOND TIME this 5th day of May, 2008.

READ A THIRD TIME this 20th day of May, 2008.

ADOPTED this 20th day of May, 2008.

Mayor Barb E. Smith

Chief Administrative Officer, Peter Thomas

Certified a true copy of the
“Village of Pouce Coupe Zoning Amendment Bylaw No. 916, 2008”
At Adoption

Chief Administrative Officer, Peter Thomas



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "A"
PRELIMINARY APPLICATION FOR BUILDING PERMIT – Patron form**

DATE: _____

PROPERTY OWNER'S NAME: _____

MAILING ADDRESS: _____

PROPERTY OWNER'S AGENT NAME AND ADDRESS: _____

TENANT'S NAME AND ADDRESS: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

HPO No.	Business License No.	Prov. Cert. No.
---------	----------------------	-----------------

The undersigned hereby applies for a building permit to construct the building or structure described in this application on property legally described as Lot _____, Block _____, Section, _____ Plan _____, in a _____ Zone in the Village of Pouce Coupe.

This property is located at _____

TYPE OF BUILDING:

RESIDENTIAL SINGLE:	RESIDENTIAL MULTI-FAMILY:	NON-RESIDENTIAL:
SINGLE FAMILY DWELLING	APARTMENT	COMMERCIAL
DUPLEX	ROW HOUSE	INDUSTRIAL
MOBILE HOME		INSTITUTIONAL
SECONDARY SUITE		

TYPE OF BUILDING:

NEW	ADDITION	FOUNDATION	TEMPORARY	SITE SERVICING
ALTERATION	DEMOLITION	SWIMMING POOL	SITING PERMIT	RETAINING WALL
EARTHWORK	FIRE REPAIR	SOLID FUEL APPLIANCE	ACCESSORY	OTHER

FOR OFFICE USE ONLY

Code occupancy classification: Group _____ Division _____

I have attached the following plans:

1. Site plan incorporating all of the information required by Section 7.2.4 of the Building Bylaw;
2. Plot plan showing exact location of this and all other buildings on site as well as location of hydro and gas services;
3. Foundation plan;
4. Floor plan;
5. All elevations including window sizes & exterior finish detail;
6. Detail roof.

No deviation from plans and specifications will be permitted without approval of the Building Inspection Department. An occupancy permit **MUST** be secured before this building is occupied. I agree to give adequate notice of construction progress to assure essential inspections of the work as per attached sheet.

In accordance with the Freedom of Information and Privacy Act, the information in this form is being collected for the purpose of reviewing a building permit application and determining compliance with applicable statutes and bylaws. This information may be disclosed to third parties in accordance with the Freedom of Information and Privacy Act. Inquires regarding disclosures should be directed to: Chief Administrative Officer, Village of Pouce Coupe, PO Box 190, Pouce Coupe, BC. V0C 2C0. Phone 250-786-5794.

FOR OFFICE USE ONLY

Estimated Value \$ _____	Permit Fee \$ _____
Accessory Building \$ _____	Payment Received \$ _____
TOTAL \$ _____	

1. I acknowledge that if I am granted a building permit pursuant to this application that I am responsible for compliance with the current edition of the British Columbia Building Code, this bylaw and any other applicable enactment, code, regulation or standard relating to the work in respect of which the permit is issued, whether or not the said work is undertaken by me or by those whom I may retain or employ to provide design and/or construction services.
2. I acknowledge that neither the issuance of a permit under this bylaw, the acceptance nor review of plans, specifications, drawings or supporting documents, nor inspections made by or on behalf of the Village constitute a representation, warranty, assurance or statement that the current edition of the British Columbia Building Code, the Building Bylaws of the Village of Pouce Coupe or any other applicable enactment, code, regulation or standard has been complied with.
3. Where the Village requires that Letters of Assurance be provided by a Registered Professional pursuant to Section 11 of the Village of Pouce Coupe Building Bylaw and Section 55 of the *Community Charter* I confirm that I have been advised in writing by the Village that it relied exclusively on the Letter of Assurance of "Professional Design and Commitment for Field Review" prepared by _____ in reviewing the plans, drawings, specifications and supporting documents submitted with this application for a building permit.
4. I confirm that I have relied only on the said Registered Professional for the adequacy of plans, drawings, specifications and supporting documents submitted with this application.
5. I understand that I should seek independent legal advice in respect of the responsibilities I am assuming upon the granting of a building permit by the Village pursuant to this application and in respect of the execution of this acknowledgement.

I hereby agree to indemnify and keep harmless the Village of Pouce Coupe against all claims, liabilities, judgments, costs and expenses which may, in any way, occur against the said Village in consequence of and incidental to, the granting of this permit, if issued. I further agree to conform to all requirements of the Building Bylaw and all other statutes and bylaws in force in the Village of Pouce Coupe.

DATE

SIGNATURE

FOR OFFICE USE ONLY			Health Approval	Y	N
			Residential Plans: 2 sets + 3 site plans	Y	N
Certificate of Title	Y	N	Commercial Plans: 4 sets + 4 site plans	Y	N
Authorization Letter	Y	N	Landscape Plans & Estimate	Y	N
Covenants/Development	Y	N	Security for	Y	N
Letters of Assurance	Y	N	Truss & Floor Layout	Y	N
HPO Authorization Form	Y	N	Application Accepted by:	Y	N
Construction Value	\$ _____		FOLDER NO.		



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
 BUILDING BYLAW NO. 916, 2008
 SCHEDULE "A"
SECOND STAGE BUILDING PERMIT FORM – Completed By Inspector**

DATE: _____

PROPERTY OWNER'S NAME: _____

MAILING ADDRESS: _____

PROPERTY OWNER'S AGENT NAME AND ADDRESS: _____

TENANT'S NAME AND ADDRESS: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

The undersigned hereby applies for a building permit to construct the building or structure described in this application on property legally described as:

Lot _____, Block _____, Section, _____ Plan _____, in _____ Zone in the Village of Pouce Coupe.

This property is located at _____

This building is intended for _____ occupancy.

I hereby agree to indemnify and keep harmless the Village of Pouce Coupe against all claims, liabilities, judgments, costs and expenses of whatsoever kind which may in any way occur against the said Village in consequence of, and incidental to, the granting of this permit, if issued. I further agree to conform to all requirements of the Building Bylaw and all other statutes and bylaws in force in the Village of Pouce Coupe.

 Applicant's Signature

 Building Official's Signature

This form when signed by the Applicant and the Building Office constitutes a Plumbing Permit. In accordance with Section 12.3.1 of the Building Bylaw, the permit shall be posted in a conspicuous place on property in respect of which the permit is issued. This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his/her application for a building permit dated _____.

FOR OFFICE USE ONLY		
Estimated Value \$ _____	Permit Fee \$ _____	TOTAL \$ _____

Building Inspections:

- a) Every Owner shall give at least 24 hours notice to the Building Inspector requesting an inspection and shall obtain an inspection and receive approval of the work.
- b) After the forms for footings and foundations are complete and if applicable, reinforcing steel has been placed but prior to the placing of concrete.
- c) After removal of form work from a concrete foundation and installation of perimeter drainage systems and damp-proofing but prior to the backfilling against the foundation.
- d) When framing and sheathing of the building are complete, include fire-stopping, bracing, chimney, duct work, plumbing, gas venting, and wiring, but before any insulation or other interior or exterior finish is applied which would conceal such work.
- e) After the placing of insulation and vapor barrier but before any interior finish is installed.
- f) An occupancy inspection is required prior to occupancy.



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "A"
APPLICATION FOR PLUMBING PERMIT – Patron form**

DATE: _____

PROPERTY OWNER'S NAME: _____

MAILING ADDRESS: _____

PROPERTY OWNER'S AGENT NAME AND ADDRESS: _____

TENANT'S NAME AND ADDRESS: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

The undersigned hereby applies for a plumbing permit to install plumbing described in this application on property legally described as Lot _____, Block _____, Plan _____, in a _____ Zone in the Village of Pouce Coupe.

This property is located at _____.

This building is intended for _____ occupancy.

Code occupancy classification: Group _____ Division _____

I have attached plans as required by Section 7.3 of the VOPC Building Bylaw 916, 2008.

No deviation from plans and specifications will be permitted without approval of the Building Inspection Department. An occupancy permit **MUST** be secured before this building is occupied. I agree to give adequate notice of construction progress to assure essential inspections of the works as per attached schedule.

In accordance with the Freedom of Information and Privacy Act, the information in this form is being collected for the purpose of reviewing a building permit application and determining compliance with applicable statutes and bylaws. This information may be disclosed to third parties in accordance with the Freedom of Information and Privacy Act. Inquiries regarding disclosures should be directed to: the Chief Administrative Officer, Village of Pouce Coupe, PO Box 190, Pouce Coupe, BC V0C 2C0. Phone 250-786-5794.

Number of fixtures: _____ Permit Fee: _____ Payment Received: _____

I hereby agree to indemnify and keep harmless the Village of Pouce Coupe against all claims, liabilities, judgments, costs and expenses of whatsoever kind which may in any way occur against the said Village in consequence of, and incidental to, the granting of this permit, if issued. I further agree to conform to all requirements of the Building Bylaw and all other statutes and bylaws in force in the Village of Pouce Coupe.

Applicant's Signature

Building Official's Signature

This form when signed by the Applicant and the Building Office, constitutes a Plumbing Permit.

In accordance with Section 12.3.1 of the Building Bylaw, the permit shall be posted in a conspicuous place on property in respect of which the permit is issued.

This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his or her application for a plumbing permit dated _____.

Requirements for Single Family Dwellings, Duplexes and Other Buildings Defined by Part 9 of the B.C. Building Code

1. A Service Connection Permit is required to connect to Village Water Lines and Sewer Lines.
2. A Building Permit is required before beginning construction.
3. A Plumbing Permit is required before beginning plumbing.

Building Inspections:

- a) Every Owner shall give at least 24 hours notice to the Building Inspector requesting an inspection and shall obtain an inspection and receive approval of the work.
- b) After the forms for footings and foundations are complete and if applicable, reinforcing steel has been placed but prior to the placing of concrete.
- c) After removal of form work from a concrete foundation and installation of perimeter drainage systems and damp-proofing but prior to the backfilling against the foundation.
- d) When framing and sheathing of the building are complete, include fire-stopping, bracing, chimney, duct work, plumbing, gas venting, and wiring, but before any insulation or other interior or exterior finish is applied which would conceal such work.
- e) After the placing of insulation and vapour barrier but before any interior finish is installed.
- f) An occupancy inspection is required prior to occupancy.

Plumbing Inspections:

- g) After the groundwork is in place but prior to covering.
- h) After rough-in and venting are completed but prior to covering with any finishing material.
- i) After completion of plumbing and pressure testing but prior to occupancy.

I hereby certify that I have read and understand the above requirements:

Signature

Date



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
 BUILDING BYLAW NO. 916, 2008
 SCHEDULE "B"
SCHEDULE OF PERMIT FEES AND INSPECTION CHARGES**

<u>BUILDING</u>	<u>TOTAL FEE</u>
Minimum Bldg Permit (includes wood burning appliance)	\$60.00
When the value exceeds \$1,000 but does not exceed \$2,000	\$75.00
When the value exceeds \$2,000 but does not exceed \$5,000	\$95.00
When the value exceeds \$5,000 but does not exceed \$10,000	\$115.00
When the construction values exceeds \$10,000, an additional fee of \$7.50 for each and every additional \$1,000 or fraction thereof up to and including \$50,000 shall be paid	\$7.50
When the construction value exceeds \$50,000 the fee will be \$415/permit plus an additional \$6 for each and every \$1,000 or fraction thereof shall be paid	\$6.00
Plan Processing	\$115.00
Re-inspection	\$75.00
Inspection outside of regular working hours	\$75.00
Voluntary inspection	\$75.00
No Building Permit (Fee for beginning construction without first obtaining a building permit)	\$125.00
<u>PLUMBING</u>	
Plumbing Permit-Authorized plumbing work which consists of installing, altering and extending not more than 1 fixture	\$60.00
For each and every additional fixture (more than one) to be installed or altered, an additional \$6/fixture shall be charged	\$6.00
For 11 fixtures	\$120.00
For every additional fixture thereafter an additional fee	\$3.00
For the installation of sprinkler heads, the cost of the first sprinkler shall be	\$12.00
For the installation of additional sprinkler heads - up to 100	\$.60
For the installation of additional sprinkler heads in excess of 100	\$.25
<u>MOVING</u>	
Moving Permit - moving any building any size	\$300.00
<u>DEMOLITION</u>	
Demolition Permit for commercial or industrial building (each)	\$300.00
Demolition Permit for residential building	\$75.00



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "C"
OCCUPANCY PERMIT**

Date: _____

Lot _____

Block _____

Plan _____

Building Address: _____

Owners Name: _____

Owners Address: _____

Contractors Name: _____

Contractors Address: _____

Building Permit No. _____ S.C. Permit No. _____

Plumbing Permit No. _____

Occupancy of the above building is approved for: _____

This permit confirms that inspections pursuant to the Village Building Regulation Bylaw have been completed and no substantive violation of health and safety requirements has been observed. This permit is not a warranty that the subject building complies with all municipal and provincial regulations governing building construction nor that it is without defect.

This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his or her application for a building permit dated _____.



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "D"
ENCROACHMENT AGREEMENT**

THIS AGREEMENT dated this _____ day of _____

BETWEEN:

(hereinafter called the Owner)

AND:

THE CORPORATION OF THE VILLAGE OF POUCE COUPE, a municipal Body corporate, having its municipal office at (PO Box 190) 5011 – 49th Avenue, Pouce Coupe, British Columbia, V0C 2C0

(hereinafter called the Village)

WHEREAS, the Owner is the registered owner of the lands herein defined and has requested the Village to grant to him permission to make the encroachment herein defined;

AND WHEREAS, the Village agrees to grant the Owners request subject to the provisions of the municipal bylaws as amended from time to time and subject to the terms and conditions of this Agreement;

NOW THEREFORE, this agreement witnesseth that in consideration of the premises and the Covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. The Owner is the registered owner of those certain lands situated in Pouce Coupe, British Columbia which are more particularly described as:

(hereinafter called the lands)

2. The Village grants to the Owner permission to encroach upon that portion of a highway in the Municipality which is shown outlined in bold for the purpose of constructing and maintaining only that building, structure or improvement (the "Works") shown on Schedule A on the drawing attached as Schedule A hereto **(hereinafter called "the encroachment")**.

3. In consideration of the right to construct and maintain the Works on the Encroachment pursuant to this Agreement, the Owner shall pay to the Village the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged by the Village.

4. The Owner shall at all times and at his own expense keep and maintain the Works in good and sufficient repair to the reasonable satisfaction of the Village in conformance with the standards of maintenance in the Village from time to time, and no structural alterations shall be made to the works except in accordance with the current building permit application and as shown on Schedule A.

5. No provisions of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the Village in favour of any third party, shall relieve the Owner from liability to the Village, whether such liability arises under this Agreement or otherwise.

6. If the Owner violates any provision of this Agreement or any provision of the Village's bylaws relating to the Works, all rights accruing to the Owner under this Agreement shall, unless the Village otherwise decides, cease upon 30 days written notice, if not remedied within that period, but the Village shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any thing whatsoever arising under this Agreement or from the permission to encroach granted herein.

7. The Owner:
- a) indemnifies, saves harmless, releases and forever discharges the Village from and against any and all manner of actions, causes of action, claims, debts, suits, losses, costs, demands and promises whatsoever, whether known or unknown, which the Owner or any other person has or may at any time have by reason of:
 - i) The permission to encroach granted hereby; or
 - ii) The construction, maintenance, existence, use or removal of the Works including, without restricting the generality of the foregoing, a claim for loss or injury to persons or property due to the Owner's negligence or failure to comply with the Village's bylaws relating to the Works or with any provision of this Agreement; and
 - b) agrees to maintain insurance on the Lands providing coverage for personal injury and property damage arising out of the existence and use of the Encroachment and the Works, in the amount of not less than two million dollars (\$2,000,000) per occurrence and agrees that the Village shall at all times be named as co-insured in the policy of insurance, and a copy of the current insurance policy shall be provided annually to the Village by the insurer. The amount of insurance provided for herein shall be increased if so required by the Village to a reasonable amount specified by the Village, on 120 days written notice.
8. The Village's officers, employees, agents and contractors shall have the right at any time to enter upon the Lands and Encroachment for the purposes of reconstructing, maintaining, repairing, inspecting, testing or removing any public works, utility or road existing at the date of this Agreement in the vicinity of the Works. The Village shall in undertaking such activities use reasonable efforts to cause its officers, employees, agents and contractors to minimize any disruption or damage to the Works.
9. All costs to repair or replace the Works which occur as a result of the Village's activities pursuant to Section 8 shall be borne entirely by the Owner. In addition, the Owner shall reimburse the Village for all necessary and reasonable costs incurred by the Village as part of the Village's activities pursuant to Section 8 in excess of those costs that would have been incurred if the Works did not exist.
10. This Agreement shall not in any way restrict the right of the Village at any time to:
- a) improve, widen, raise or lower the roadway or boulevard abutting or adjoining the Lands; and
 - b) improve, enlarge, change, add to or delete from any underground utility in or in the vicinity of the Works; notwithstanding that the effect of such activities may be to eliminate or render the Works useless for the purposes of the owner and, in the event that the Village carries out any such activities, the Owner hereby releases and forever discharges the Village from all manner of claims of any nature whatsoever which may arise by reason of such activities.
11. The Village may at any time in its sole discretion withdraw the rights it has granted herein to the Owner and in the event of such withdrawal, for any cause or reason whatsoever, the Owner shall, at its own expense, within a period of six months from the date of receiving such notice of withdrawal or within such shorter time as may be specified by the Village's council, remove the Works and restore the Encroachment to the satisfaction of the Village Administrator. Upon expiry of the notice period under this section, this agreement shall be terminated, provided that the owner's obligation under section 7(a) shall survive any termination of this agreement.
12. In the event the Owner fails to keep the works or any covering or structure pertaining thereto in good repair to the reasonable satisfaction of the Village in conformance with the prevailing standards of maintenance in the Village from time to time, or in the event the Owner fails to remove the Works or to restore the Encroachment to the satisfaction of the Village's Building Inspector pursuant to Section 11, the Village's Building Inspector may in his sole discretion cause such repairs to be made, including structural changes, as he deems reasonable and necessary, or may remove the Works and the Owner shall pay the costs of the repairs or removal to the Village forthwith.
13. This Agreement grants no interest in the land on which the Encroachment is situated to the Owner.
14. Waiver of any default by either party shall not be deemed to be a waiver of any

subsequent default.

15. Whenever it is required or desired that either party shall deliver a notice to the other, delivery shall be deemed to have occurred when:

- a) that party has been served personally, on the date of service; or
- b) mailed by pre-paid registered mail, on the date received or on the third day after receipt of mailing by any Canada Post Office, whichever is the earlier, so long as the notice is mailed to the party at the address shown in this Agreement or to whatever address the parties from time to time may in writing agree to.

16. Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context so requires.

17. Every reference to each party is deemed to include the heirs, executors, administrator, permitted assigns, employees, agents, officers and incitees of such party.

18. Any opinion which the Village is entitled under this Agreement to form may be formed on behalf of the Village by the Village's Building Inspector.

19. If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

20. This Agreement shall enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

21. Prior to transferring, assigning, giving or in any way alienating the Lands (the "Transfer"), the Owner shall as a condition of the Transfer cause the transferee to become a party to this Agreement in the place of the Owner.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date and year first above written.

SIGNED, SEALED AND DELIVERED
by the Owner in the presence of:

(Witness)

_____ (Owner)

_____ (Owner)

The Corporate Seal of the Corporation of the Village of Pouce Coupe was hereunto affixed in the presence of:

_____ Mayor

_____ Chief Administrative Officer



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008**

BUILDING INSPECTION REPORT

Lot _____

Block _____

Plan _____

Date: _____

Builder and Address: _____

Owner and Address: _____

Intention of Building: _____

Permit No. _____ Permit Date: _____

Inspection No. _____

Date Construction Started: _____

Date of Previous Inspection: _____

<p>1. Plans and Specifications not on site ()</p> <p>2. Construction not in accordance with approved plans & specifications as listed below ()</p> <p>3. Infractions listed below ()</p> <p>4. No infractions observed ()</p>	<p>STAGE AT INSPECTION</p> <p>1. Excavation and forms in place ()</p> <p>2. Foundation ready for backfill ()</p> <p>3. Framed and Roofed ()</p> <p style="padding-left: 20px;">Reinspection ()</p> <p>4. Ready for Lath ()</p> <p style="padding-left: 20px;">Reinspection ()</p> <p>5. Intermediate ()</p> <p style="padding-left: 20px;">Reinspection ()</p> <p>6. Exterior complete ()</p> <p>7. Occupancy ()</p>
---	---

INFRACTIONS:

Infractions **MUST** be corrected before further work will be permitted on the building.

Date:

Inspector



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
 BUILDING BYLAW NO. 916, 2008
 SCHEDULE "E"
STOP WORK ORDER**

Lot _____

Block _____

Plan _____

Date: _____

Builder and Address: _____

Owner and Address: _____

Intention of Building: _____

Permit No. _____ Permit Date: _____

Inspection No. _____

Date Construction Started: _____

Date of Previous Inspection: _____

1. Plans and Specifications not on site () 2. Construction not in accordance with approved plans & specifications as listed below () 3. Infractions listed below () 4. No infractions observed ()	STAGE AT INSPECTION 1. Excavation and forms in place () 2. Foundation ready for backfill () 3. Framed and Roofed () Reinspection () 4. Ready for Lath () Reinspection () 5. Intermediate () Reinspection () 6. Exterior complete () 7. Occupancy ()
--	--

INFRACTIONS:

Infractions **MUST** be corrected before further work will be permitted on the building.

Date:

Inspector



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
 BUILDING BYLAW NO. 916, 2008
 SCHEDULE "F"
BUILDING MOVING PERMIT**

DATE: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

BUILDING ADDRESS: _____

LOT _____, BLOCK _____, PLAN _____

MOVING BUILDING TO:

LOT _____, BLOCK _____, PLAN _____

OR: _____

CONTRACTOR: _____

ADDRESS: _____

FEE \$ _____

BUILDING INSPECTOR: _____

THIS PERMIT IS VALID FOR 14 DAYS FROM THE DATE ISSUED

This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his or her application for a building permit dated _____.



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "G"
DEMOLITION PERMIT**

DATE: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

BUILDING ADDRESS: _____

LOT _____, BLOCK _____, PLAN _____

CONDITIONS: _____

The successful bidder on a Village of Pouce Coupe demolition project is responsible to ensure:

1. Hydro is disconnected
2. Gas is disconnected
3. Water is disconnected and the water meter removed and returned to the Village
4. **All Asphalt or Tar Products, and all Linoleum and Tile shall be separated from other materials and disposed of at the Landfill Site**
5. All waste material removed from the site
6. The lot level, with excavation filled

The Village representative will inspect the site prior to payment. Any charges incurred by the Village relative to the above, will be deducted from the demolition bid.

I hereby agree to indemnify and keep harmless the Village of Pouce Coupe against all claims, liabilities, judgments, costs, and expenses of whatsoever kind which may in any way occur against the said Village in consequence of, and incidental to, the granting of this permit, and I further agree to conform to all requirements of the Building Bylaw and all other statutes and bylaws in force in the Village of Pouce Coupe.

I certify that I have read and agree to the above.

CONTRACTOR: _____

ADDRESS: _____

FEE: \$ _____ BUILDING INSPECTOR: _____

**GRANTED SUBJECT TO VILLAGE BYLAWS
THIS PERMIT IS VALID FOR 30 DAYS FROM DATE ISSUED**

This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his or her application for a building permit dated _____.



**THE CORPORATION OF THE VILLAGE OF POUCE COUPE
BUILDING BYLAW NO. 916, 2008
SCHEDULE "G" PAGE TWO
PERMIT FOR DEMOLITION BY OWNER**

DATE: _____ PERMIT # _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

BUILDING ADDRESS: _____

LOT _____, BLOCK _____, PLAN _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

FEE \$ _____

CONDITIONS: _____

The Owner is responsible to ensure that:

1. Hydro is disconnected
2. Gas is disconnected
3. Water is disconnected and the water meter removed and returned to the Village
4. **All Asphalt or Tar Products, and all Linoleum and Tile shall be separated from other materials and disposed of at the Landfill Site**
5. All waste material removed from the site
6. The lot level, with excavation filled

The Village representative will inspect the site after demolition. Any charges incurred by the Village relative to the above, will be added to the property taxes.

I hereby agree to indemnify and keep harmless the Village of Pouce Coupe against all claims, liabilities, judgments, costs, and expenses of whatsoever kind which may in any way occur against the said Village in consequence of, and incidental to, the granting of this permit, and I further agree to conform to all requirements of the Building Bylaw and all other statutes and bylaws in force in the Village of Pouce Coupe.

I certify that I have read and agree to the above.

OWNER'S SIGNATURE: _____

BUILDING INSPECTOR: _____

**GRANTED SUBJECT TO VILLAGE BYLAWS
THIS PERMIT IS VALID FOR 30 DAYS FROM DATE ISSUED**

This permit is issued in accordance with the provisions of the Building Bylaw of the Village of Pouce Coupe a copy of which is attached hereto and in reliance on the representations made by _____ in his or her application for a building permit dated _____.