

VILLAGE OF CHASE

BYLAW NO. 678

A BYLAW TO REGULATE THE CONSTRUCTION, ALTERATION, REPAIR,  
MOVING OR DEMOLITION OF BUILDINGS AND STRUCTURES

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WHEREAS the Council of the Village of Chase has, by Bylaw No. 427, cited as "Village of Chase Building Bylaw No. 427, 1991", established the service of Building Inspection;

AND WHEREAS Section 692 of the *Local Government Act* as amended provides that the British Columbia Building Code as amended, added to, or varied from time to time by regulation made under Subsection 1 of the said Section 692 of the *Local Government Act*, applies to the **Village of Chase** and has the same force and effect as validly enacted bylaws of the **Village of Chase**;

NOW THEREFORE, the Council of the Village of Chase in open meeting assembled enacts as follows:

1. This Bylaw may be cited for all purposes as the "Village of Chase Building Regulations Bylaw No. 678, 2006".
2. Village of Chase Building Regulations Bylaw No. 427, 1991 and all amendments thereto are hereby repealed.
3. This By-law shall come into effect upon adoption, provided however that the provisions of Bylaw No. 427 - 1991, and all amendments thereto, shall continue to apply to the inspection of work for which a permit has been issued and which has commenced prior to that date.

DIVISION ONE - PREAMBLE

1.1 Purpose of Bylaw

The bylaw, shall, notwithstanding any other provision herein, be interpreted in accordance with this section.

1.1.1 This bylaw has been enacted for the purpose of regulating **construction** within the **Village of Chase** in the general public interest. The activities undertaken by or on behalf of the **Village of Chase** pursuant to this bylaw are for the sole purpose of providing a limited and interim spot-checking and **monitoring** function for reason of health, safety and the protection of **persons** and property. It is not contemplated nor intended, nor does the purpose of this bylaw extend:

1.1.1.1 to the protection of **owners, owner/builders**, constructors or occupiers from bodily injury or economic loss;

1.1.1.2 to the assumption by the **Village of Chase** or any **Building Official** of any responsibility for ensuring the conformance by any **owner**, his or her **agent** or any employees, constructors or designers retained by him or her, with the **Building Code**, the

requirements of this bylaw or other applicable enactments respecting safety;

- 1.1.1.3 to providing any *person* a warranty of design or workmanship with respect to any building or *structure* for which a building *permit* or occupancy certificate is issued under this bylaw;
- 1.1.1.4 to providing a warranty or assurance that *construction* undertaken pursuant to building *permits* issued by the *Village of Chase* is free from latent or any defects or complies with this bylaw;
- 1.1.1.5 to the assumption by the *Village of Chase* or any *Building Official* of any responsibility for ensuring that any *construction* will be geotechnically sound and will not be subject to flooding, mud flows, debris flows, debris torrents, erosion, land slip, rock falls, subsidence, avalanche or other geohazards.

## 1.2 Metric Units

Metric units are used for all measurements in this bylaw. The approximate equivalent of those units in commonly used units of imperial measure (feet, inches, etc.) are shown in brackets following each metric measurement and such bracketed figures are included for convenience only and do not form part of this bylaw.

## 1.3 Scope and Exemptions

1.3.1 This bylaw shall apply to:

- 1.3.1.1 the design, *construction* and occupancy of a building when a building, or part thereof, is constructed on *site* or is assembled or placed on *site* as a factory-built unit or component;
- 1.3.1.2 the work involved in the demolition when the whole or any part of a building is demolished or removed;
- 1.3.1.3 all parts of the building when the whole or any part of a building is moved;
- 1.3.1.4 any alteration and to any part of a building affected by alterations to an extent which, in the opinion of the *Building Official* reduces the levels of public health and safety below the levels existing prior to the alteration;
- 1.3.1.5 all parts of the building affected by the change of use when occupancy and/or use of a building is changed;
- 1.3.1.6 all such replacements and alterations when materials and equipment regulated are replaced or altered in a building;
- 1.3.1.7 any part remaining when a building is damaged or destroyed to the extent of seventy-five (75%) percent or more of its value above its foundations as determined by the *Building Official*;

- 1.3.1.8 the design and **construction** of retaining walls where the difference in finish grade elevation is greater than 1.2 m ( 4 ft) in height;
- 1.3.1.9 the design and installation of the entire system when a plumbing system is installed, repaired, renovated or altered;
- 1.3.1.10 the design and repair of the entire plumbing system where a condition exists that is, or may become dangerous or injurious to health, except where the portion of the system affected is completely independent from any other part of the system;
- 1.3.1.11 the design, **construction**, or installation of solid fuel burning appliances, fireplaces and chimneys.

1.3.2 This bylaw does not apply to:

- 1.3.2.1 Buildings or **structures** exempted by Part 1 of the **Building Code** except as expressly provided herein;
- 1.3.2.2 Single-storey accessory buildings less than 20 m<sup>2</sup> (215 ft<sup>2</sup>) in building area;
- 1.3.2.3 Unroofed decks attached to or adjacent to single and two-family dwellings if the deck surface is 600 mm (24 in) or less above the adjacent ground level.

#### 1.4 Other Enactments

Where any provincial act or regulation or any other **Village of Chase** bylaw may apply to any matter covered by this bylaw, conformance with this bylaw shall not relieve the **owner** or his or her **agent** from conforming with provisions of such other act, regulation or bylaw.

#### 1.5 Severability

If any provision of this bylaw is found invalid, such provision is severable and shall not affect the validity of the remainder of this bylaw.

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**DIVISION TWO - DEFINITIONS**

All words and phrases shall have their normal or common meaning except where this is changed, modified, or expanded by the definitions set forth in this Division, or Part 1 of the British Columbia Building Code.

- 2.1 "**Accepted**" means accepted in writing.
- 2.2 "**Agent**" means a person, firm, or company representing the **owner**, by designation or contract, and includes a hired tradesman or contractor.
- 2.3 "**Building Code**" means the current edition of the British Columbia Building Code adopted by the Minister pursuant to Section 692 (1) of the *Local Government Act*, as amended or re-enacted from time to time.
- 2.4 "**Building Official**" includes a person or persons designated by the **Village of Chase** as Building Inspectors, Plumbing Inspectors or Plan Checkers, and includes supervisors for these positions.
- 2.5 "**Complex Building**" means:
- 2.5.1 all buildings used for major occupancies classified as:
- 2.5.1.1 assembly occupancies;
- 2.5.1.2 care or detention occupancies; or
- 2.5.1.3 high hazard industrial occupancies; and
- 2.5.2 all buildings exceeding 600 m<sup>2</sup> (6458 ft<sup>2</sup>) in building area or exceeding three storeys in building height used for major occupancies classified as:
- 2.5.2.1 residential occupancies;
- 2.5.2.2 business and personal services occupancies;
- 2.5.2.3 mercantile occupancies;
- 2.5.2.4 medium and low hazard industrial occupancies.
- 2.6 "**Construction**" includes erection, repair, alteration, enlargement, addition, installation, demolition, removal, replacement, renovation, reconstruction, or relocation of a building or structure.
- 2.7 "**Council**" means the Council of the Village of Chase.
- 2.8 "**Health And Safety Aspects of the Work**" means design and **construction** regulated by Part 3, Part 4, Part 6, Part 7, and Part 9 of the **Building Code**.
- 2.9 "**Monitor**" means the method by which a **Building Official** reviews the process of field reviews as conducted by registered professionals pursuant to the **Building Code** and this bylaw. The **Building Official's monitoring** function is satisfied by the **Building Official's** receipt of the applicable letters of assurance submitted by the registered

professionals and as referred to in section 2.6 of Part 2 of the **Building Code**. Although a **Building Official** may review registered professionals' field inspection reports to ascertain field review frequency, or visit a site from time-to-time to verify that registered professional field reviews are taking place, the **Building Official** is under no duty to do so. **Monitoring** does not include assessment of conformity with the **Building Code**, this bylaw or another enactments or the approval of any aspect of **construction**.

- 2.10 "**Owner**" means any **person**, firm or company controlling the property under consideration.
- 2.11 "**Permit**" means a **permit** required or issued pursuant to this bylaw.
- 2.12 "**Person**" means in addition to its ordinary meaning, a partnership, association, company, society and body corporate.
- 2.13 "**Site**" means a lot or lots upon which work regulated under this bylaw is undertaken or intended to be undertaken and includes the **construction** thereon.
- 2.14 "**Standard Building**" means a building of three storeys or less in building height, having a building area not exceeding 600 m<sup>2</sup> (6458 ft<sup>2</sup>) and used for major occupancies classified as:
- 2.14.1 residential occupancies,
  - 2.14.2 business and personal services occupancies,
  - 2.14.3 mercantile occupancies, or
  - 2.14.4 medium and low hazard industrial occupancies.
- 2.15 "**Structure**" means a **construction** or portion thereof of any kind, whether fixed to, supported by or sunk into land or water, but specifically excludes landscaping, fences, paving and retaining structures less than 1.2 m (4 ft) in height.
- 2.16 Swimming Pool  
"Swimming pool" means any structure or construction, intended primarily for recreation or therapy, that is, or is capable of being filled with water to a depth of 600 mm (2 ft.) or greater.
- 2.17 "**Village**" means the Village of Chase.

DIVISION THREE - PROHIBITIONS

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| 3.1   | No <b>person</b> shall, unless exempted by this bylaw or any enactment:  |                                 |
| 3.1.1 | commence or continue any <b>construction</b> or change the occupancy of any building or <b>structure</b> , or other work related to <b>construction</b> unless a <b>Building Official</b> has issued a valid <b>permit</b> for the work;   | No <b>Permit</b>                |
| 3.1.2 | unless authorized in writing by a <b>Building Official</b> , reverse, alter, deface, cover, remove or in any way tamper with any notice, <b>permit</b> or certificate posted upon or affixed to any building, <b>structure</b> or <b>site</b> pursuant to this bylaw;                                    | Remove Notice                   |
| 3.1.3 | perform any <b>construction</b> that is substantially at variance with the reviewed design or plans and specifications for the building, <b>structure</b> or other <b>construction</b> for which a <b>permit</b> has been issued, unless that variance has been <b>accepted by a Building Official</b> ; | Deviation From Plans            |
| 3.1.4 | occupy, use or allow the occupancy or use of any building or part thereof contrary to the terms of this bylaw or any <b>permit</b> , notice, certificate, or decision given or posted by the <b>Building Official</b> ;  | Illegal Occupancy               |
| 3.1.5 | knowingly or recklessly submit false or misleading information to a <b>Building Official</b> in relation to any <b>permit</b> application or <b>construction</b> undertaken pursuant to this bylaw.  | False or Misleading Information |
| 3.1.6 | interfere with or obstruct the entry of a <b>Building Official</b> or other authorized official of the <b>Village of Chase</b> on property in the administration of this bylaw.  | Obstruction of Entry            |
| 3.2   | No <b>person</b> having authority for <b>construction</b> , on a <b>site</b> shall cause, allow, or maintain any unsafe condition.   | Unsafe Condition                |

DIVISION FOUR - AUTHORITY OF **BUILDING OFFICIAL**

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| 4.1   | The <b>Building Official</b> :  | Administration                       |
| 4.1.1 | may administer this bylaw;  |                                      |
| 4.1.2 | may enter any land, building, <b>structure</b> , or premises at any reasonable time for the purpose of ascertaining that the terms of this or any other <b>Village of Chase</b> bylaw are being observed;   | Right of Entry                       |
| 4.1.3 | may keep records of <b>permit</b> applications, <b>permits</b> , notices and orders issued, inspections and tests made, and shall retain copies of all documents related to the administration of this bylaw;   | Record Keeping                       |
| 4.1.4 | may establish whether the <b>construction</b> of a building or <b>structure</b> for which a <b>permit</b> is sought or issued under this bylaw substantially conforms to the requirements of the <b>Building Code</b> ; and   | <b>Construction</b><br>Conformance   |
| 4.1.5 | shall carry proper credentials confirming his or her status as a <b>Building Official</b> .   | Proper<br>Credentials                |
| 4.2   | The <b>Building Official</b> may order:   | Empowered to<br>Order<br>Conformance |
| 4.2.1 | a <b>person</b> who contravenes this bylaw to conform with the bylaw in a specified time period;  |                                      |
| 4.2.2 | the removal of any unauthorized encroachment on public property;  | Encroachment                         |
| 4.2.3 | the removal of any building or part thereof constructed in contravention of this bylaw;   | Illegal<br><b>Construction</b>       |
| 4.2.4 | the termination of any occupancy, in contravention of this bylaw; and   | Terminate<br>Occupancy               |
| 4.2.5 | the termination of any occupancy if in the opinion of the <b>Building Official</b> an unsafe condition exists because of <b>construction</b> undertaken or not completed.   | Unsafe<br>Condition                  |
| 4.3   | The <b>Building Official</b> may, before issuing an occupancy certificate, require the <b>owner</b> to provide a professional engineer's or other appropriate certification, at the expense of the <b>owner</b> , where in the opinion of the <b>Building Official</b> such evidence is necessary to determine that the requirements of this bylaw and other applicable enactments respecting safety have been substantially complied with. | Certification<br>Before<br>Occupancy |

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| 4.4   | The <b>Building Official</b> may direct the immediate cessation or correction of all or any portion of the <b>construction</b> on any site, by attaching an order to that effect on such premises, when, in his or her opinion such work is not being performed substantially in accordance with the provisions of the <b>Building Code</b> or any relevant bylaws of the <b>Village of Chase</b> . Such order shall remain posted on the premises until all work that is not being performed in accordance with the <b>Building Code</b> or this or any other relevant bylaw has been remedied to the satisfaction of the <b>Building Official</b> . No work, other than the required remedial measures, shall be carried out on the portion of the work affected by the order until such order has been removed, and shall only be removed by the <b>Building Official</b> in writing. | Stop Work Order           |
| 4.5   | The <b>Building Official</b> may upon expiration of a building <b>permit</b> , grant renewal <b>permits</b> for a period of twelve (12) months each if he or she is satisfied that the <b>construction</b> is progressing at a reasonable rate.  | Renewal<br><b>Permits</b> |
| 4.6   | The <b>Building Official</b> may refuse to issue a <b>permit</b> :   | Permit Refused            |
| 4.6.1 | if the information submitted is inadequate to determine substantial conformance with, or is contrary to the provisions of this bylaw or any other applicable enactment;  |                           |
| 4.6.2 | if the information submitted is incorrect;   |                           |
| 4.6.3 | if issuance is prohibited by or is contrary to a provision of this bylaw or any other enactment;   |                           |
| 4.6.4 | for the connection of a fireplace insert to an existing chimney if the existing chimney has not been previously inspected and <b>accepted</b> ; or   |                           |
| 4.6.5 | for the connection of a wood heater or furnace to an existing chimney if the existing chimney has not been previously inspected and <b>accepted</b> .  |                           |



**DIVISION FIVE - DUTIES AND RESPONSIBILITIES OF THE OWNER**

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| 5.1   | It is the <b>owner's</b> responsibility, prior to commencing <b>construction</b> to:   | Before<br><b>Construction</b>      |
| 5.1.1 | investigate the status of the <b>construction site</b> and ensure that any concerns relating to flooding, drainage, soil stability or other potential hazards are addressed;   | Investigate<br>Status              |
| 5.1.2 | obtain a current State of Title Certificate from the Land Title Office to determine whether there are encumbrances, which may affect the proposed <b>construction</b> ; and  | State of Title                     |
| 5.1.3 | investigate the availability, location and capacity of utility services to determine whether the proposed <b>construction</b> can be accommodated and arrange the plumbing to suit the location of the connections provided for the lot in a manner satisfactory to the <b>Building Official</b> .                                   | Utilities                          |
| 5.2   | The <b>owner</b> shall, during <b>construction</b> :   |                                    |
| 5.2.1 | allow the <b>Building Official</b> to enter the building or premises at any reasonable time for the purpose of administering and enforcing this or any other relevant <b>Village of Chase</b> bylaw;   | Right of Entry                     |
| 5.2.2 | keep posted in a conspicuous place on the property in respect of which the <b>permit</b> was issued, the placard provided by the Building Official; and  | Placard On Site                    |
| 5.2.3 | ensure that the reviewed plans and specifications on which the <b>permit</b> is based are continuously available at the <b>site</b> during working hours.  | Reviewed Plans<br>On Site          |
| 5.3   | The <b>owner</b> shall not continue building <b>construction</b> beyond the foundation stage until:  | Work Beyond<br>Foundation<br>Stage |
| 5.3.1 | the <b>owner</b> has provided a current certificate of location by a registered British Columbia Land Surveyor to certify that the building and/or structure under <b>construction</b> is located on the property in conformance with <b>Village of Chase</b> regulations. Notwithstanding the requirements of this Division, where: | Surveyors<br>Certificate           |

- 5.3.1.1 the building or structure is located on a large parcel such that setback distances to the nearest property line are not a concern;
- 5.3.1.2 the building or structure is located greater than 300 mm (12 in) from a minimum setback as determined by exposing survey pins; or
- 5.3.1.3 the **owner** has provided sufficient information to satisfy the **Building Official** that no utility rights-of-way or other encumbrances are present which may affect the building **site**; then

5.3.2 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.

- 5.4 The **owner**, when required by the **Building Official**, shall uncover and replace at his or her own expense any work that has been covered contrary to an order issued by the **Building Official**. Uncover and Replace
- 5.5 The **owner** when requested by the **Building Official** shall provide at his or her expense, tests or inspections necessary to establish substantial conformance with this bylaw in a form satisfactory to the **Building Official**. Tests
- 5.6 The **owner** when requested by the **Building Official** shall provide, in a form satisfactory to the **Building Official**, evidence to certify substantial conformance with the requirements of this bylaw, other applicable enactments respecting health and safety and any **permits** issued. Certification
- 5.7 The **owner** shall ensure that all work is confined within the boundaries of the property and does not adversely affect adjacent properties for which the **permit** has been issued. Protect Adjacent Properties
- 5.8 The **owner** is responsible for the cost to repair any damage to **Village** property that may occur as a result of undertaking work for which a **permit** was required under this bylaw. Repair Damage to **Village** Property

(a) "Village property" means all road allowances, land and easements, with all works, utilities, structures and appurtenances therein or thereon; and

(b) "Damage" includes but is not limited to the placement, dropping or deposit of earth, debris, materials, objects or substances upon Village property, or surface scarring, cracking or breaking of pavement, curbing or sidewalks, or damage to utility systems within Village

property.

(c) In the event that damage which is the owner's responsibility is not resolved by the owner prior to issuance of the Occupancy Certificate, or within such other time limit set by the building official, and the damage requires the involvement of Village work crews to resolve, the costs so incurred by the Village shall be paid by the owner. Any costs not paid before December 31 of the calendar year may be added to that year's property taxes.

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| 5.9  | When a <b>site</b> is in an unsafe condition, the <b>owner</b> shall promptly take all action necessary to put the <b>site</b> in a safe condition.   | Correct Unsafe Condition   |
| 5.10 | The <b>owner</b> shall:   |  |
|      | 5.10.1 prior to the occupancy or use of any <b>building</b> or <b>structure</b> or part thereof, after completion of <b>construction</b> of the building, or part thereof, including work required in connection with any change in classification of occupancy of any building, or part thereof, obtain from the <b>Building Official</b> an occupancy certificate.  | Notice of Intent to Occupy   |
| 5.11 | Neither the issuance of a <b>permit</b> under this bylaw nor the acceptance or review of plans, drawings or supporting documents, nor any inspections made by or on behalf of the <b>Village of Chase</b> shall in any way relieve the <b>owner</b> and his or her <b>agent</b> from full and complete responsibility to perform the work in strict accordance with this bylaw, the <b>Building Code</b> and other applicable enactments respecting safety.   | Work in Accordance with Bylaws                                     |
| 5.12 | Where, at the time of application for a building <b>permit</b> , works and services exist on the land to be developed or within that portion of a highway immediately adjacent to the land up to the highway centre line, and if such works and services do not meet the minimum standards established by the <b>Village of Chase</b> Subdivision Control Bylaw, as amended from time to time, then as a condition of issuing a building <b>permit</b> , the <b>owner</b> may be required to improve the substandard works and services to at least the minimum standards as required by the <b>Village of Chase</b> Subdivision Control Bylaw. | Work and Services Adjacent to Property                             |
| 5.13 | Where work is being done subject to a <b>permit</b> under the provisions of this bylaw, the <b>owner</b> and his or her <b>agent</b> shall be completely responsible for any damage or cost to adjacent property arising out of or incidental to the work and shall save the <b>Village of Chase</b> harmless in this regard.   | Protection of Adjacent Properties<br><b>Village Saved Harmless</b> |

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 DIVISION SIX – GENERAL *PERMIT* REGULATIONS

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| 6.1 | A <i>permit</i> is required whenever work regulated by this bylaw is to be undertaken.  | <i>Permit</i> Required                     |
| 6.2 | Each <i>building</i> or <i>structure</i> to be constructed on a <i>site</i> requires a separate building <i>permit</i> and shall be assessed a separate building <i>permit</i> fee as determined in accordance with Appendix "A" to this bylaw.   | Separate Building <i>Permit</i>            |
| 6.3 | To obtain a <i>permit</i> , the <i>owner</i> or his or her <i>agent</i> shall apply in writing on the form available from the Building Official.  | Application for <i>Permit</i>              |
| 6.4 | No <i>person</i> shall rely upon any <i>permit</i> as establishing conformance with this bylaw or assume or conclude that this bylaw has been administered or enforced according to its terms. The <i>person</i> to whom the building <i>permit</i> is issued and his or her <i>agents</i> are responsible for making such determination.   |  |
| 6.5 | The <i>Building Official</i> may require a registered professional to provide design and plan certification and field reviews supported by letters of assurance in the form of Schedules A, B-1, B-2, C-A and C-B as referred to in Section 2.6 of Part 2 of the <i>Building Code</i> , if in the opinion of the <i>Building Official</i> : | Registered Professional Required           |
|     | 6.5.1 the <i>site</i> conditions, soil types, contours or drainage require special foundation design;   |  |
|     | 6.5.2 the proposed building or <i>structure</i> is not <i>standard construction</i> ; or  |  |
|     | 6.5.3 the proposed building or <i>structure</i> is of a category requiring professional design.   |  |
| 6.6 | Sufficient information shall be filed with each application to clearly identify the property to be developed and to establish that the proposed work will substantially conform to this bylaw and other applicable enactments.  | Complete Description of Work and Occupancy |
| 6.7 | The <i>Building Official</i> may require any <i>owner</i> to submit an up-to-date plan of survey by a registered British Columbia Land Surveyor which shall contain sufficient information regarding the <i>site</i> and the location of any building or structure to:  | Survey                                     |
|     | 6.7.1 establish prior to <i>construction</i> that requirements of this bylaw and any other applicable enactments will be complied with.   |  |

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| <p>6.8 No <b>permit</b> shall be issued until:</p> <p>6.8.1 off-<b>site</b> utilities to service the subject property are completed to the approval of the authority having jurisdiction or the utility providing service and all appropriate connection fees or other <b>construction</b> costs have been paid;</p> <p>6.8.2 the prescribed <b>permit</b> fee as detailed in Appendix "A" attached to this bylaw has been paid; and</p> <p>6.8.3 where required, security has been posted.</p>   | <p>Service Costs<br/>and <b>Permit</b> Fees</p> |
| <p>6.9 In instances where sanitary sewer is not available, no <b>permit</b> will be issued until the <b>Building Official</b> is provided with written verification that the proposed sewage disposal system is accepted by the Interior Health Authority or other authority charged with enforcement of prevailing sanitary regulations.</p>   | <p>Sewage<br/>Disposal</p>                      |
| <p>6.10 When:</p> <p>6.10.1 a completed application in conformance with Division 7, 8, 9, 10, 11 or 12 of this bylaw, including all required supporting documentation has been submitted and reviewed;</p> <p>6.10.2 the <b>owner</b> or his or her <b>agent</b> has paid all applicable fees set out in this bylaw;</p> <p>6.10.3 the <b>owner</b> or his or her <b>agent</b> has paid all charges and met all requirements imposed by any other applicable statute or bylaw; and</p> <p>6.10.4 no covenant, agreement, or regulation of the <b>Village of Chase</b> authorizes the <b>permit</b> to be withheld; then</p> <p>6.10.5 a <b>Building Official</b> shall issue the <b>permit</b> for which the application is made.</p> | <p>Issue <b>Permits</b></p>                     |
| <p>6.11 The <b>Building Official</b> may issue, at the risk of the <b>owner</b>, a <b>permit</b> for the <b>construction</b> of a portion of a building or structure prior to all required plans and specifications for the whole building or complex having been submitted or reviewed, provided:</p> <p>6.11.1 plans and specifications for the portion in question have been submitted in sufficient detail to satisfy the <b>Building Official</b> that the work to be done will substantially conform with all requirements of the <b>Building Code</b> and any other applicable enactment; and</p>  | <p>Phased<br/><b>Construction</b></p>           |

- 6.11.2 adequate information and detailed statements have been filed to the extent that the **Building Official** is satisfied the remainder of the building or structure will substantially conform with all applicable enactments.
- 6.12 No **permit** shall be issued for the **construction** of an accessory building or **structure** on any **site**, unless the principal building to which the accessory building or **structure** is accessory to has been **constructed**, or will be **constructed** simultaneously with said accessory building or **structure**. Accessory Buildings
- 6.13 Every **permit** is issued upon the condition that the **permit** shall expire and the rights of the **owner** under the **permit** shall terminate if the work authorized by the **permit** is not commenced within six (6) months or is not completed within two (2) years of the issuance of a **permit**. **Permit** Expiry
- 6.14 The **Building Official** may grant renewal **permits** for a further twelve (12) months each if he or she is satisfied the **construction** is progressing in accordance with the reviewed plans at a reasonable rate of progress. A **permit** renewal fee shall be paid in accordance with Appendix "A" attached to and forming part of this bylaw. **Permit** Renewal
- 6.15 The **Building Official** may revoke a **permit** where: **Permit** Revocation

  - 6.15.1 there is a contravention of any term or condition under which the **permit** was issued;
  - 6.15.2 there is a contravention of any provision of the **Building Code** or other applicable enactment; or
  - 6.15.3 the **permit** was issued on the basis of incorrect information supplied by or on behalf of the applicant; and
  - 6.15.4 the **permit** holder shall be notified in writing of the revocation.
- 6.16 A registered professional shall undertake the design and conduct field reviews of the **construction** of a retaining **structure** greater than 1.2 m (4 ft) in height. Sealed copies of the design and plan certification and field reviews by means of letters of assurance in the form of Schedule B-1 and B-2 and C-B as referred to in Section 2.6 of Part 2 of the **Building Code** shall be submitted to the **Building Official**. Retaining Wall Greater Than 1.2m High
- 6.17 For the purpose of identification, and as a condition of occupancy, every parcel of real property containing a Site Identification

building subject to a **permit** under this bylaw must display the street address or other lot identification by means of a clear and legible sign.

- 6.18 Where the **Village of Chase** has caused a notice to be filed on the title of a property in accordance with Section 57 of the Community Charter, the notice may be removed provided:
  - 6.18.1 The owner has obtained a new **permit** for the correction of the **construction**;
  - 6.18.2 The deficient **construction** has been corrected and completed so that the conditions which gave rise to the filing of the notice have been rectified; and
  - 6.18.3 The **owner** has paid a title notice removal fee in accordance with Appendix "A" attached to this bylaw.

Notice Removal Fee

DIVISION SEVEN – PLUMBING

- 7.1 Application for a **permit** shall be in writing on the form available from the Building Official, and shall:
  - 7.1.1 be submitted to the **Building Official** in the form provided by the **Building Official** and signed by the **owner**, his or her **agent**, or a signing officer if the **owner** is a company;
  - 7.1.2 state the number of fixtures to be installed in the building;
  - 7.1.3 include specifications and drawings made to a suitable scale, for the plumbing system with respect to multi-family, institutional, commercial and industrial buildings showing:
    - 7.1.3.1 **site** services, including size and location of pipes;
    - 7.1.3.2 **site** drainage, including size and location of pipes, catch basins and dry wells;
    - 7.1.3.3 total fixture load on sanitary sewer and water supply systems;
    - 7.1.3.4 sanitary riser diagram complete with fixture loads at the base of stacks; and

Application for **Permit**

Number of Fixtures

Plans and Specifications

7.1.3.5	rainwater leaders, size of pipe and area of roof drained;	
7.1.4	contain any and all other information necessary to establish substantial conformance with this bylaw; and	Other Information
7.1.5	include drawings designed by a registered professional, for <b>complex buildings</b> , and buildings with complex plumbing systems as determined by the <b>Building Official</b> .	Registered Professional For Complex Plumbing
7.2	There shall be separate connections to utility services for each separate parcel of land within the <b>Village of Chase</b> connected to such utilities.	Individual Services
7.3	Except where specifically required by the <b>Village of Chase</b> and where a legal right-of-way has been obtained and such plans are <b>accepted</b> by the Village of Chase, no plumbing system, drainage system, house sewer, private sewage disposal system or parts thereof, shall be located in any lot other than the property which is the <b>site</b> of the building, <b>structure</b> , or premises serviced by such facilities.	Connection On Property It Serves

DIVISION EIGHT – COMPLEX BUILDINGS

8.1	An application for a building <b>permit</b> with respect to a <b>complex building</b> shall:	Application For <b>Permit</b>
8.1.1	be submitted to the <b>Building Official</b> in the form provided by the <b>Building Official</b> and signed by the <b>owner</b> , or a signing officer if the <b>owner</b> is a company;	
8.1.2	be accompanied by the <b>owner's</b> acknowledgment of responsibility and undertakings made in the form attached as Appendix "B" to this bylaw, signed by the <b>owner</b> , or a signing officer if the <b>owner</b> is a company;	Owner's Undertaking
8.1.3	include a copy of a title search made within thirty (30) days of the date of the application;	Title Search
8.1.4	include <b>site</b> plans drawn to suitable scale and referenced to the current registered legal survey for the subject property which shall show:	Site Plans
	8.1.4.1 the legal description and address of the <b>site</b> ;	
	8.1.4.2 by dimensions from property lines, the	



- location of any proposed building or structure;
- 8.1.4.3 means of access and egress to service the property and a detailed parking layout;
- 8.1.4.4 by dimension from property lines, the location of any other existing building or buildings on the **site**;
- 8.1.4.5 existing and finished ground levels to an established datum;
- 8.1.4.6 all easements and rights-of-way whether registered or not, and the setbacks to the natural boundary of any lake, swamp, pond or watercourse;
- 8.1.4.7 for other than single and two family dwellings, provisions for garage containers, proposed method of screening and a detailed landscape treatment for the site; and
- 8.1.4.8 the **Building Official** may waive the requirements for a **site** plan, in whole or in part, where the **permit** is sought for the repair or alteration of an existing building or **structure**.
- 8.1.5 include **building** plans drawn to suitable scale showing sufficient information to determine substantial conformance with this bylaw including but not limited to:
  - 8.1.5.1 foundation plans
  - 8.1.5.2 floor plans showing the dimensions and uses of all areas;
  - 8.1.5.3 the dimensions and height of crawl and roof spaces;
  - 8.1.5.4 the location, size and swing of doors;
  - 8.1.5.5 the location, size and opening of windows;
  - 8.1.5.6 floor, wall, ceiling and roof finishes;
  - 8.1.5.7 components of fire protection including:
    - 8.1.5.7.1 firewalls

Building Plans

- 8.1.5.7.2 degree of fire separation of storeys, shafts and rooms
- 8.1.5.7.3 fire detection, suppression and alarm system
- 8.1.5.8 plumbing fixtures;
- 8.1.5.9 structural, mechanical, and electrical elements;
- 8.1.5.10 stair, handrail and guard dimensions;
- 8.1.5.11 a cross section, through the building or **structure** illustrating foundations, drainage, ceiling heights and **construction** systems;
- 8.1.5.12 elevations of all sides of the building or **structure** showing finishes, roof slopes, roof top equipment screening, windows, doors, and finished grade; and
- 8.1.5.13 cross-sectional details drawn at sufficient locations to illustrate that the building or **structure** substantially conforms to the **Building Code**;
- 8.1.6 include copies of approvals required under any enactment relating to health or safety, including, without limitation, sewage disposal permits, highway access permits and Ministry of Health approval; Approvals From Other Agencies
- 8.1.7 include a letter of assurance in the form of Schedule A as referred to in section 2.6 of Part 2 of the **Building Code**, signed by the **owner**, or a signing officer of the **owner** if the **owner** is a company, and the Coordinating Registered Professional. Schedule A
- 8.1.8 include letters of assurance in the form of Schedules B-1 and B-2 as referred to in section 2.6 of Part 2 of the **Building Code**, each signed by such registered professionals as the **Building Official** or **Building Code** may require to prepare the design for and conduct field reviews of the **construction** of the building or **structure**. Schedule B-1 and B-2
- 8.1.9 include one (1) copy of specifications and two (2) sets of drawings at a suitable scale of the design prepared by each registered professional and including the information set out in section 8.1.5 of this bylaw. Number of Plans

- |  |   |
|--|---|
| <p>8.1.10 include any other information required by the <b>Building Official</b> or the <b>Building Code</b> to establish substantial conformance with this bylaw, the <b>Building Code</b> and other applicable enactments relating to the building or <b>structure</b>.</p>  | <p>Complete Description of Work and Occupancy</p> |
| <p>8.2 In addition to the requirements of section 8.1.4, the following may be required by a <b>Building Official</b> to be submitted with a building <b>permit</b> application for the <b>construction</b> of a <b>complex building</b> where in the opinion of the <b>Building Official</b> the complexity of the proposed building or <b>structure</b> or siting circumstances warrant:</p> <p>8.2.1 <b>site</b> servicing drawings, including sufficient detail of off-<b>site</b> services to indicate locations at the property line, prepared and sealed by a registered professional;</p> <p>8.2.2 a section through the <b>site</b> showing grades, buildings, <b>structures</b>, parking areas and driveways; and</p> <p>8.2.3 any other information required by the <b>Building Official</b> or the <b>Building Code</b> to establish substantial conformance with this bylaw, the <b>Building Code</b> and other bylaws and applicable enactments relating to the building or <b>structure</b>.</p> | <p>Other Information May Be Required</p>          |

DIVISION NINE – STANDARD BUILDINGS

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|--|---|
| <p>9.1 An application for a building <b>permit</b> with respect to a <b>standard building</b> shall:</p> <p>9.1.1 be submitted to the <b>Building Official</b> in the form provided by the <b>Building Official</b> and signed by the <b>owner</b>, or a signing officer if the <b>owner</b> is a company;</p> <p>9.1.2 be accompanied by the <b>owner's</b> acknowledgment of responsibility and undertakings made in the form attached as Appendix "B" to this bylaw, signed by the <b>owner</b>, or a signing officer if the <b>owner</b> is a company;</p> <p>9.1.3 include a copy of a title search made within thirty (30) days of the date of the application;</p> <p>9.1.4 include <b>site</b> plans drawn to suitable scale and referenced to the current registered legal survey for the subject property which shall show:</p> <p>9.1.4.1 the legal description and address of the <b>site</b>;</p> | <p>Application For <b>Permit</b></p><br><p><b>Owner's</b> Undertaking</p><br><p>Title Search</p><br><p>Site Plans</p> |
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- 9.1.4.2 by dimensions from property lines, the location of any proposed building or structure;
- 9.1.4.3 means of access and egress to service the property and a detailed parking layout;
- 9.1.4.4 by dimension from property lines, the location of any other existing building or buildings on the **site**;
- 9.1.4.5 existing and finished ground levels to an established datum;
- 9.1.4.6 all easements and rights-of-way whether registered or not, and the location of natural water courses;
- 9.1.4.7 for other than single and two family dwellings, lot coverage and floor area ratio calculation;
- 9.1.4.8 for other than single and two family dwellings, provision for garbage containers, proposed method of screening and a detailed landscape treatment for the **site**; and
- 9.1.4.9 the **Building Official** may waive the requirements for a **site** plan, in whole or in part, where the **permit** is sought for the repair or alteration of an existing building or **structure**.
- 9.1.5 include **building** plans drawn to suitable scale showing sufficient information to determine substantial conformance with this bylaw including but not limited to:
- Building Plans
- 9.1.5.1 foundation plans
- 9.1.5.2 floor plans showing the dimensions and uses of all areas:
- 9.1.5.3 the dimensions and height of crawl and roof spaces;
- 9.1.5.4 the location, size and swing of doors;
- 9.1.5.5 the location, size and opening of windows;
- 9.1.5.6 floor, wall, ceiling and roof finishes;

- 9.1.5.7 components of fire protection including;
  - 9.1.5.7.1 firewalls;
  - 9.1.5.7.2 degree of fire separation of storeys, shafts and rooms; and
  - 9.1.5.7.3 fire detection, suppression and alarm system.
- 9.1.5.8 plumbing fixtures;
- 9.1.5.9 structural, mechanical and electrical elements;
- 9.1.5.10 stair, handrail and guard dimensions;
- 9.1.5.11 a cross section, through the building or **structure** illustrating foundations, drainage, ceiling heights and **construction** systems;
- 9.1.5.12 elevations of all sides of the building or **structure** showing finishes, roof slopes, roof top equipment screening, windows, doors, and finished grade; and
- 9.1.5.13 cross-sectional details drawn at sufficient locations to illustrate that the building or **structure** substantially conforms to the **Building Code**.

- 9.1.6 include copies of approvals required under any enactment relating to health or safety, including, without limitation, sewage disposal **permits**, highway access **permits** and Ministry of Health approval. Approvals From Other Agencies
- 9.1.7 include two (2) sets of drawings at a suitable scale including the information set out in sections 9.1.5 of this bylaw. Complete Description of Work and Occupancy
- 9.1.8 include any other information required by the **Building Official** or the **Building Code** to establish substantial conformance with this bylaw, the **Building Code**, and any other bylaw or enactments relating to the building or **structure**.

- 9.2 In addition to the requirements of section 9.1.4, the following may be required by a **Building Official** to be submitted with a building **permit** application for the **construction** of a **Standard building** where in the opinion of the **Building Official** the complexity of the proposed building or **structure** or siting circumstances warrant: Other Information May Be Required

- 9.2.1 **site** servicing drawings, including sufficient detail of off-**site** services to indicate locations at the property line, prepared and sealed by a registered professional;
- 9.2.2 a section through the **site** showing grades, buildings, **structures**, parking areas and driveways;
- 9.2.3 a roof plan and roof height calculations;
- 9.2.4 structural, electrical, mechanical or fire suppression drawings prepared and sealed by a registered professional;
- 9.2.5 letters of assurance in the form of Schedules B-1 and B-2 as referred to in section 2.6 of Part 2 of the **Building Code**, signed by the registered professional; and
- 9.2.6 any other information required by the **Building Official** or the **Building Code** to establish substantial conformance with this bylaw, the **Building Code**, and other bylaws and any other bylaw or enactments relating to the building or **structure**.

Other  
Information May  
Be Required

#### DIVISION TEN - SWIMMING POOLS

- 10.1 No person shall commence or continue any work related to the construction of a swimming pool or related ancillary equipment unless a valid permit has been issued by the Village.
- 10.2 Every application for a permit shall be accompanied by the following material in duplicate:
- 10.2.1 a plot plan showing the location of the proposed swimming pool and ancillary buildings relative to lot boundaries, existing buildings and structures, existing and proposed fences, and retaining walls;
- 10.2.3 plans and sections adequately describing construction of the proposed swimming pool and ancillary equipment including all water supply piping, waste piping and appurtenances;
- 10.2.4 details of water supply and method of disposal of wastewater from backwashing and draining of the swimming pool;
- 10.2.5 proposed fence construction in sufficient detail to

show compliance with the requirements of this by-law and other applicable enactments; and

10.2.6 such other additional information as may be required by the building official.

10.3 The provisions of Section 6.5 of this by-law apply to applications under this division.

10.4 No pool to be designed with direct connection from the domestic water supply below the flood level of the pool unless protected by an approved backflow prevention device.

10.5 There shall be no direct connection between any domestic water supply line and any circulating pump, filter or other apparatus or device that comes in contact with the water in or from the pool. Recirculating systems shall take the water supply to the pool from an open surge tank or other system accepted by the building official. The supply to the surge tank shall be above the flood level of the tank, in such manner as to prevent water from the tank from entering the supply line.

10.6. Every pool shall be capable of being drained into a sanitary sewer or other means acceptable to the building official.

10.7 No direct connection shall be made between any sewer or any other drainage system and any line connected to a swimming pool.

10.8 Every below grade pool shall be surrounded by a non-slip walkway, designed so that surface water shall drain away from the pool.

10.9 (1) Every swimming pool shall be totally enclosed by a fence, a building, or a combination of fence and building.

(2) Fences shall be not less than 1.5 m (4.9 ft.) high. The base of every fence shall be not more than 100 mm (4 in.) above ground or adjacent grade. In all other respects, fences shall conform to the requirements of the Village of Chase Zoning By-law No. 450-1992 as amended from time to time.

(3) No horizontal or angled framing member shall be located on the outside of the fence between 200 mm (8 in.) and 1.0 m (3.3 ft.) above ground level or adjacent finished grade. Fences composed of vertical members shall have no openings of a size, which will permit the passage of a spherical object having a diameter of 100 mm (4 in.). Fences composed of angle members shall have no

openings between adjacent members greater than 13 mm (½ in.). Notwithstanding the provisions of this subsection, standard chain link wire mesh may be acceptable provided that such fence meets the minimum height requirements indicated in subsection 10.9 (2), the mesh size does not exceed 50 mm (2 in.) and the wire is not less than No. 11 gauge.

(4) Access through required fences shall be by means of selfclosing 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 m (3.3 ft.) above grade or on the outside of the fence at 1.5 m (4.9 ft.) above grade.

(5) The swimming pool fence enclosure shall be completed in accordance with the accepted plans and specifications. It shall be the owner's responsibility to ensure that the swimming pool area is maintained in a safe, secure condition during the construction period and until a permanent enclosure accepted by the building official is in place.

The owner shall give a minimum of one working day's notice to the building official requesting a final inspection when the pool is complete and the permanent fencing and gate(s) are in place.

10.10 Pools shall be located subject to the following minimum setback requirements:

(1) Pool equipment which is housed in a building, or is intended to be housed in a building, shall be subject to the same siting requirements as other accessory buildings.

(2) No setbacks are required between pools, pool equipment and other accessory buildings or structures.

(3) Walkways, decks, patios, or like structures which surround or abut a pool and do not exceed 0.6 m (2 ft.) above grade are not subject to setback requirements. When the structure exceeds 0.6 m (2 ft.) in height, the setbacks as set out in Village of Chase Zoning By-law No. 450-1992, as amended from time to time, applies and must be maintained.

## DIVISION ELEVEN – RELOCATION OF A BUILDING OR STRUCTURE

11.1 An application for a **permit** with respect to the relocation of a building other than a factory built building shall:

Application For  
**Permit**



- 
- 11.1.1 be submitted to the **Building Official** in the form provided by the **Building Official** and signed by the **owner**, or a signing officer if the **owner** is a company;
  - 11.1.2 be accompanied by the **owner's** acknowledgment of responsibility and undertakings made in the form attached as Appendix "B" to this bylaw, signed by the **owner**, or a signing officer if the **owner** is a company; **Owner's Undertaking**
  - 11.1.3 include a copy of a title search made within thirty (30) days of the date of the application; **Title Search**
  - 11.1.4 include **site** plans drawn to suitable scale and referenced to the current registered legal survey for the subject property and shall show: **Site Plans**
    - 11.1.4.1 the legal description and civic address of the parcel;
    - 11.1.4.2 by dimensions from property lines, the location of any proposed building or structure;
    - 11.1.4.3 means of access and egress to service the property and a detailed parking layout;
    - 11.1.4.4 by dimension from property lines, the location of any other existing building or structure on the **site**;
    - 11.1.4.5 existing and finished ground levels to an established datum;
    - 11.1.4.6 all easements and rights-of-way whether registered or not, and the location of natural water courses;
    - 11.1.4.7 for other than single and two family dwellings, lot coverage and floor area ratio calculation; and
    - 11.1.4.8 for other than single and two family dwellings, provision for garbage containers, proposed method of screening and a detailed landscape treatment for the **site**.
  - 11.1.5 identify the existing location of the building or structure and proposed location to which the building or structure is to be moved; and

- 11.1.6 provide written verification by the appropriate utility authorities that all utility services have been disconnected and/or sealed as required.
- 11.2 Every application for a **permit** to relocate a building or structure shall be accompanied by security in a form acceptable to the **Building Official**, and in an amount equal to the estimated cost of completing the building or structure in its new location. The amount so estimated shall be acceptable to the **Building Official**, but in no case shall the security be less than Five Thousand Dollars (\$5,000.00). Security
- 11.3 Should a building or structure which has been relocated subject to the provisions of this Division not be completed within one year from the date of issuance of the **permit**, the **Building Official** may send a written notice to the **owner** stating that the building does not conform with this bylaw or other enactment and direct the **owner** to remedy the non-conformance within thirty (30) days from the date of service of the notice. If the non-conformance is not remedied within the period of thirty (30) days, the **Building Official** may draw upon the security on deposit and take whatever action is necessary to effect completion of the building and **site**. Action to Complete

DIVISION TWELVE – DEMOLITIONS

- 12.1 An application for a **permit** with respect to a demolition shall: **Permit** Required
  - 12.1.1 be submitted to the **Building Official** in the form provided by the **Building Official** and signed by the **owner**, or a signing officer if the **owner** is a company;
  - 12.1.2 be accompanied by the **owner's** acknowledgment of responsibility and undertakings made in the form attached as Appendix "B" to this bylaw, signed by the **owner**, or a signing officer if the **owner** is a company; **Owner's** Undertaking
  - 12.1.3 include a copy of a title search made within thirty (30) days of the date of the application; and
  - 12.1.4 include **site** plans drawn to a suitable scale and referenced to the current registered legal survey for the subject property which shall show: Site Plan
    - 12.1.4.1 the legal description and civic address of the parcel;
    - 12.1.4.2 location of any existing buildings or structures on the **site**; and

12.1.4.3 identify the building or buildings to be demolished.

12.2 Every **person** making application for a **permit** to demolish a building or structure shall, as part of his or her application, provide the **Building Official** with satisfactory evidence that:

12.2.1 no unsafe condition will be created or permitted; and

12.2.2 provide written verification by the appropriate utility authorities that all utility services have been disconnected and/or sealed as required.

Disconnect  
Services

12.3 Before issuing a **permit** to demolish any building or structure, the **Building Official** may demand, as a condition of issuance that security be provided in a form satisfactory to the **Building Official** to ensure that the **site** of the demolition will be left in a safe, neat condition, free from debris or dust, and compatible with neighbouring properties. The amount of the security shall be equal to the estimated cost of **site** restoration and shall be acceptable to the **Building Official**. In the event that the **site** is not properly restored to a standard satisfactory to the **Building Official**, the **Building Official** may send written notice to the **owner** requiring that the **site** be properly restored within thirty (30) days from the date of service of the notice. If the restoration is not carried out within the period of thirty (30) days the **Building Official** may draw upon the security and take whatever action is necessary to effect restoration of the **site**.

Security  
Required

DIVISION THIRTEEN – TEMPORARY BUILDINGS

13.1 The word "temporary", as used in this Division, shall mean a period not exceeding one (1) year.

13.2 An application for a **permit** with respect to a temporary building or structure shall:

Application for  
**Permit**

13.2.1 be submitted to the **Building Official** in the form provided by the **Building Official** and signed by the **owner**, or a signing officer if the **owner** is a company;

**Owner's**  
Undertaking

13.2.2 be accompanied by the **owner's** acknowledgment of responsibility and undertakings made in the form attached as Appendix "B" to this bylaw, signed by the **owner**, or a signing officer if the **owner** is a company;

**Owner's**  
Undertaking

13.2.3 include a copy of a title search made within thirty

Title Search

(30) days of the date of the application;

13.2.4 include **site** plans drawn to suitable scale and referenced to the current registered legal survey for the subject property which shall show: Site Plans

13.2.4.1 the legal description and civic address of the parcel;

13.2.4.2 by dimensions from property lines, the location of proposed building or structure;

13.2.4.3 means of access and egress to service the property and a detailed parking layout;

13.2.4.4 by dimension from property lines, the location of any other existing building or structure on the **site**;

13.2.4.5 existing and finished ground levels to an established datum;

13.2.4.6 all easements and rights-of-way whether registered or not, and the location of natural water courses;

13.2.4.7 for other than single and two family dwellings, lot coverage and floor area ratio calculation; and

13.2.4.8 for other than single and two family dwellings, provision for garbage containers, proposed method of screening and a detailed landscape treatment for the **site**; and

13.2.5 include security in a form and amount satisfactory to the **Building Official** but in any event not less than Two Thousand Dollars (\$2,000.00) in value, to guarantee that the building or structure will be removed from the **site** within the time limit indicated. Security

13.3 Temporary buildings shall conform to the requirements of this bylaw and the siting requirements of the Village of Chase Zoning Bylaw No. 450 as amended from time to time. Conformance With Zoning Bylaw

DIVISION FOURTEEN – PROFESSIONAL DESIGN AND FIELD REVIEW

14.1 When a **Building Official** considers that the **site** conditions, size or complexity of a development or an aspect of a development warrant, he or she may require a registered Certification of Plans

professional to provide design and plan certification and field review supported by letters of assurance in the form of Schedules B-1, B-2 and C-B referred to in section 2.6 of Part 2 of the **Building Code**.

- 14.2 Prior to the approval of a final inspection for a **complex building**, or **standard building** in circumstances where letters of assurance have been required in accordance with sections 6.5, 6.16, 8.1.7, 8.1.8, 9.2.5 or 14.1 of this bylaw, the **owner** shall provide the **Building Official** with letters of assurance in the form of Schedules C-A or C-B, as is appropriate, referred to in section 2.6 of Part 2 of the **Building Code**. Schedule C
  
- 14.3 When a registered professional provides letters of assurance in accordance with sections 6.5, 6.16, 8.1.7, 8.1.8, 9.2.5, 14.1 or 14.2 of this bylaw, he or she shall also provide proof of professional liability insurance to the **Building Official** in the form of Appendix "C" to this bylaw. Liability  
Insurance

DIVISION FIFTEEN – PROFESSIONAL PLAN CERTIFICATION

- 15.1 The letters of assurance in the form of Schedules B-1 and B-2 referred to in section 2.6 of Part 2 of the **Building Code** and provided pursuant to sections 6.5, 6.16, 8.1.7, 8.1.8, 9.2.5, and 14.1 of this bylaw are relied upon by the **Village of Chase** and its **Building Officials** as certification that the design and plans to which the letters of assurance relate substantially conform to the **Building Code** and other applicable enactments relating to health and safety. Letters of  
Assurance
  
- 15.2 A building **permit** issued pursuant to the requirements of this bylaw shall include a notice to the **owner** that the building **permit** is issued in reliance upon the certification of the registered professionals that the design and plans submitted in support of the application for the building **permit** conform with the **Building Code** and other applicable enactments relating to safety. Notice of  
Reliance to the  
**Owner**
  
- 15.3 When a building **permit** is issued in accordance with the requirements of this Division the **permit** fee shall be reduced pursuant to Appendix "A" to this bylaw. Fee Reduction

DIVISION SIXTEEN – INSPECTIONS

- 16.1 When a registered professional provides letters of assurance in accordance with sections 6.5, 6.16, 8.1.7, 8.1.8, 9.2.5, 14.1 or 14.2 of this bylaw, the **Village of Chase** will rely solely on the letters of assurance submitted pursuant to section 14.2 of this bylaw as certification that the **construction** substantially conform to the design, plans and Rely Solely on  
Letters of  
Assurance

specifications and that the **construction** complies with the **Building Code**, this bylaw and other applicable enactments.

- |          |  |                                      |
|----------|--|--------------------------------------|
| 16.2     | Notwithstanding section 16.1 of this bylaw, a <b>Building Official</b> may attend the <b>site</b> from time to time during the course of <b>construction</b> to ascertain that the field reviews are taking place and to <b>monitor</b> the field reviews undertaken by the registered professionals.  | <b>Monitor</b> Field Reviews         |
| 16.3     | A <b>Building Official</b> may attend periodically at the <b>site</b> of the <b>construction</b> of <b>standard buildings</b> or <b>structures</b> to ascertain whether the <b>Health And Safety Aspects Of The Work</b> are being carried out in substantial conformance with those portions of the <b>Building Code</b> , this bylaw and any other applicable enactment concerning safety. | Site Visits                          |
| 16.4     | The <b>owner</b> , or his or her <b>agent</b> , shall give a minimum of one working day's notice to the <b>Village of Chase</b> of the following aspects of the work and, in the case of a <b>Standard Building</b> , shall obtain an inspection and receive a <b>Building Official's</b> acceptance of the following aspects of the work prior to concealing it:                            | Notice of <b>Construction</b> Stages |
| 16.4.1   | of intent to do work that has been ordered by the <b>Building Official</b> inspected during <b>construction</b> ;  |                                      |
| 16.4.2   | of intent to cover work that has been ordered by the <b>Building Official</b> to be inspected prior to covering;   |                                      |
| 16.4.3   | when work has been completed so that a final inspection can be made;   |                                      |
| 16.4.4   | and, while not limiting the generality of the foregoing, at the following stages of <b>construction</b> :  |                                      |
| 16.4.4.1 | when the forms for footings are complete, but prior to placing of any concrete therein;  |                                      |
| 16.4.4.2 | when concrete slab dampproofing or soil gas control measures have been installed, but prior to pouring a concrete slab;  |                                      |
| 16.4.4.3 | when foundation concrete damp-proofing, waterproofing and perimeter drains are complete, or after framing of a preserved wood foundation wall and floor assembly and application of damp-proofing, but prior to any backfill being placed;   |                                      |
| 16.4.4.4 | when framing and sheathing of the building are complete, including the   |                                      |

installation of roof membrane, all exterior doors and windows, fire-stopping, bracing, chimneys, duct work, plumbing, gas venting and wiring, but before any insulation, drywall or other interior or exterior finish is applied which would conceal such work;

16.4.4.5 when the rough-in plumbing system, including interior water supply and drain waste and vent piping are complete, but before any such plumbing is covered;

16.4.4.6 when exterior stucco wire and flashing is complete but prior to placement of any scratch coat thereon;

16.4.4.7 when insulation and vapour barrier are complete but prior to placement of any finish thereon;

16.4.4.8 during the **construction** of any masonry fireplace, when cantilevered hearth forms are in place but prior to pouring concrete; at the smoke chamber stage; for a free-standing masonry chimney, at the thimble stage; before any factory-built or site constructed fireplace or chimney is enclosed by combustible material; and before the chimney cap is placed on a masonry chimney; and

16.4.4.9 when all work is complete but prior to occupancy.

16.5	For greater certainty, in the case of <b>Complex Buildings</b> , the requirement under 16.4 to notify the <b>Village of Chase</b> of the listed stages of <b>construction</b> does not oblige the <b>Village of Chase</b> to attend the <b>site</b> for inspections, <b>monitoring</b> or any other purpose.	No Inspection Obligation For Complex Building
------	--	--

DIVISION SEVENTEEN – OCCUPANCY CERTIFICATE

17.1	No <b>person</b> shall occupy or use a building or <b>structure</b> or part of a building or <b>structure</b> until an occupancy certificate has been issued.	Occupancy Prohibited
------	---	-------------------------

17.2.	An occupancy certificate shall not be issued unless:	Occupancy certificate
-------	--	--------------------------

17.2.1 all letters of assurance have been submitted when required in accordance with sections 6.5, 6.16, 8.1.7,

8.1.8, 9.2.5, 14.1 and 14.2 of this bylaw; and

17.2.2 all aspects of the work requiring inspection and acceptance pursuant to section 16.4 of this bylaw have been inspected and **accepted**.

17.3 A **Building Official** may issue an occupancy approval for part of a building or **structure** when that part of the building or **structure** is self-contained, provided with essential services and meets health and safety requirements. Partial Occupancy

DIVISION EIGHTEEN – FEES AND CHARGES

18.1 In addition to applicable fees and charges required under other bylaws, a **permit** fee, calculated in accordance with Appendix "A" to this bylaw, shall be paid in full prior to issuance of any **permit** under this bylaw. **Permit** Fee Calculation

18.2 The application fee as set out in Appendix "A" shall accompany an application made for a building **permit** to this bylaw. Application Fee

18.2.1 The **permit** application fee is non-refundable. Non-refundable Application Fee

18.2.2 An application shall be cancelled and the **permit** application fee forfeited if the **permit** has not been issued and the **permit** fee paid within six (6) months of the date of notification to the **owner** that the **permit** is ready to be issued. **Permit** Cancellation

18.2.3 When an application is cancelled the plans and related documents submitted with the application may be destroyed. Plans and Documents may be destroyed

18.3 The **owner** may obtain a refund of the **permit** fees set out in Appendix "A" to this bylaw when a **permit** is surrendered and cancelled before any **construction** begins, provided: Refund of **Permit** Fee

18.3.1 the refund shall not include the **permit** application fee paid pursuant to section 18.2 of this bylaw.

18.4 Where, due to non-conformance 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 Appendix "A" to this bylaw shall be paid prior to additional inspections being performed. Re-inspection Fee

18.5 Where a required inspection is requested to be done after the hours during which the offices of the **Village of Chase** are normally open, an inspection charge shall be payable After Hours Inspection



based on the time actually spent in making such inspection, including travel time.

#### DIVISION NINETEEN – DISCLAIMER OF WARRANTY OR REPRESENTATION

- |      |   |            |
|------|---|------------|
| 19.1 | Neither the issuance of a <b>permit</b> under this bylaw nor the acceptance or review of plans, drawings or specifications or supporting documents, nor any inspections made by or on behalf of the <b>Village of Chase</b> constitute in any way a representation, warranty, assurance or statement that the <b>Building Code</b> , this bylaw or other applicable enactments have been complied with. | Disclaimer |
|------|---|------------|

#### DIVISION TWENTY – PENALTIES AND ENFORCEMENT

- |      |  |   |
|------|--|---|
| 20.1 | Every <b>person</b> violating any provision of this bylaw commits an offence punishable on summary conviction to a fine of not less than One Hundred Dollars (\$100.00) or more than Ten Thousand Dollars (\$10,000.00) or to imprisonment of not more than six (6) months for each offence. A separate offence shall be deemed to be committed on each day during or on which a violation occurs or continues.                      | Penalties                                   |
| 20.2 | Every <b>person</b> who fails to conform with any order or notice issued by a <b>Building Official</b> , or who allows a violation of this bylaw to continue, contravenes this bylaw.  |   |
| 20.3 | A <b>Building Official</b> may order the cessation of any work that is proceeding in contravention of the <b>Building Code</b> or this bylaw, or other applicable enactments by posting a Stop Work Order.   | Stop Work Order                             |
| 20.4 | The <b>owner</b> of property on which a Stop Work Order has been posted, and every other <b>person</b> , shall cease all <b>construction</b> work immediately and shall not do any work until all applicable provisions of this bylaw have been substantially complied with and the Stop Work Order has been rescinded in writing by a <b>Building Official</b> .  | Stop Work Order<br>Cease All Work           |
| 20.5 | Where a <b>person</b> occupies a building or <b>structure</b> or part of a Building or <b>structure</b> in contravention of section 3.1.4 of this bylaw a <b>Building Official</b> may post a "Do Not Occupy" notice on the affected part of the building or <b>structure</b> .  | Do Not Occupy<br>Portion of the<br>Building |
| 20.6 | The <b>owner</b> of property on which a "Do Not Occupy" notice has been posted, and every <b>person</b> , shall cease occupancy of the building or <b>structure</b> immediately and shall refrain from further occupancy until all applicable provisions of the <b>Building Code</b> and this bylaw have been substantially complied with and the Do Not Occupy notice has been rescinded in writing by a <b>Building Official</b> . | Do Not Occupy<br>Notice                     |

DIVISION TWENTY-ONE - APPENDICES

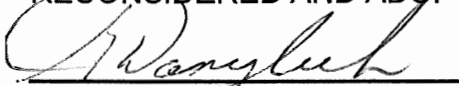
21.1 The Appendices attached to this bylaw form part of and are enforceable in the same manner as this bylaw.

READ A FIRST TIME this 8<sup>th</sup> day of **AUGUST**, 2006.

READ A SECOND TIME this 8<sup>th</sup> day of **AUGUST**, 2006.

READ A THIRD TIME this 8<sup>th</sup> day of **AUGUST**, 2006.

RECONSIDERED AND ADOPTED this 12<sup>th</sup> day of **SEPTEMBER**, 2006 .

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Administrator

Certified a true copy of  
Bylaw No. 678-2006.

  
\_\_\_\_\_  
Corporate Administrator

**APPENDIX "A"**

**SCHEDULE OF *PERMIT* FEES**

A. For the purpose of calculating the fee for *permits* under this bylaw, the value of **construction** shall be the total contract price for the work including all subcontracts or the value of **construction** as determined by the **Building Official** on the basis of plans, specifications and information available to him, whatever value shall be greater.

**B. BUILDING *PERMIT* APPLICATION FEES**

A non-refundable *permit* application fee of \$200.00 or the calculated building *permit* fee, whichever is less, shall be charged for all *permits*. The building *permit* fee shall include this non-refundable application fee.

**C. BUILDING *PERMIT* FEE**

(1) <u>Construction Value</u>	<u>Fee</u>
(a) \$1.00 to \$1,000.00;	\$50.00
(b) \$50.00 plus for each \$1,000.00 or part thereof by which the value exceeds the sum of \$1,000.00 up to a maximum value of \$100,000.00 as additional fees or;	\$6.00
(c) \$644.00 plus for each additional \$1,000.00 or part thereof by which the value exceeds the sum of \$100,000.00 as additional fees.	\$5.00

**D. PLUMBING *PERMIT* FEE**

(1) Minimum fee for any plumbing <i>permit</i> or first fixture	\$50.00
(2) <i>Permit</i> fee for each fixture after the first fixture	\$6.00
(3) <i>Permit</i> fee for an interceptor or catch basin	\$15.00
(4) <i>Permit</i> fee for the installation of a backflow prevention device in any plumbing system.	\$15.00
(5) <i>Permit</i> fee for any fire sprinkler system	
(a) First 25 sprinkler heads	\$50.00
(b) Each additional sprinkler head after the first 25	\$1.00

E. PERMIT FEE SURCHARGE

- (1) In addition to other fees payable in accordance with this Appendix at the time of **permit** issuance, a surcharge will apply to all building **permits** as follows:
  - (a) \$50.00 where the **construction** value is less than \$10,000;
  - (b) \$100.00 where the **construction** value is from \$10,000 to \$20,000 or;
  - (c) \$200.00 where the **construction** value is in excess of \$20,000.
  
- (2) When all work associated with a building **permit** is completed within twenty-four (24) months of the date of issue, the **Building Official** shall rebate the surcharge fee as follows:
  - (a) \$50.00 where the **construction** value is less than \$10,000;
  - (b) \$100.00 where the **construction** value is from \$10,000 to \$20,000 or;
  - (c) \$200.00 where the **construction** value is in excess of \$20,000.

F. SPECIAL INSPECTION

Voluntary inspection to establish conformance or status of a building. \$80.00

G. MANUFACTURED HOMES OR BUILDING RELOCATION

- (1) **Permit** fee for manufactured homes including skirting, foundation, blocking 2m<sup>2</sup> (21 ft<sup>2</sup>) landing and stairs, water and sewer service connections. \$250.00
  
- (2) **Permit** fee for manufactured homes or relocated buildings placed on permanent foundations extending below ground level will be \$250.00 plus an additional fee based on the value of the foundation as determined by the **Building Official**.

H. RENEWAL PERMIT FEE

The fee for a renewal **permit** shall be \$50.00 for each renewal period of twelve (12) months.

I. TEMPORARY BUILDING

For a **permit** to construct, place or occupy a temporary building for one (1) year or part thereof. \$50.00

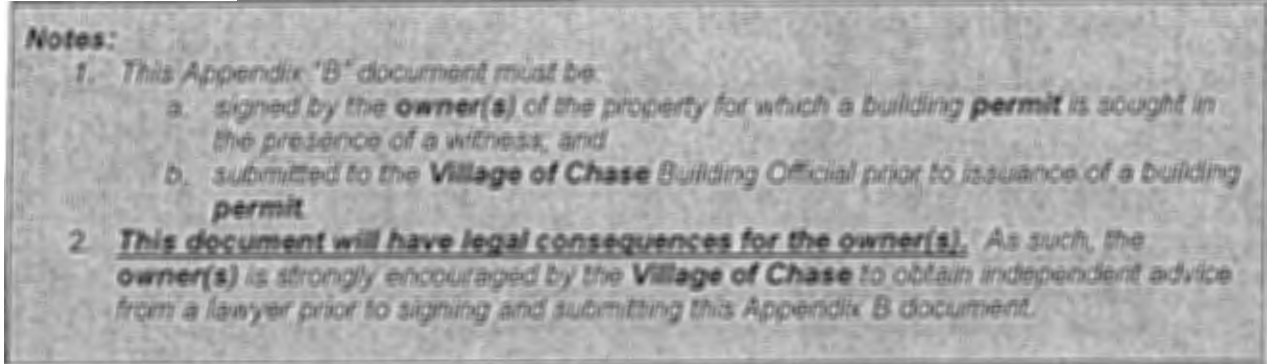
J. CHIMNEY / SOLID FUEL APPLIANCE

Fee for the installation of a chimney, fireplace or solid fuel-burning appliance. \$100.00

- 
- K. REMOVAL OF NOTICE ON LAND TITLE
- Fee for the removal of a land title notice. \$200.00
- L. DEMOLITION OR RELOCATION
- The fee for a *permit* to demolish a building. \$50.00
- M. REINSPECTION FEE
- Where any re-inspection carried out pursuant to this bylaw discloses faulty work and a subsequent inspection is thereby made necessary, the fee for each subsequent inspection shall be \$50.00.
- N. DOUBLE *PERMIT* FEE
- Where work for which a *permit* is required by this bylaw has been commenced prior to issuance of a *permit*, the applicant shall pay to the Village of Chase double the fee prescribed in this Schedule, provided that the additional fee shall not exceed \$2,000.00.
- O. *PERMIT* FEE REFUND
- Where no *construction* has commenced within six (6) months of building *permit* issuance, should the *permit* holder apply in writing to cancel the *permit*, the *Building Official* may refund the *permit* fee less \$50.00 or 30% of the *permit* fee whichever is greater.
- P. FEE REDUCTION FOR PROFESSIONAL SUPERVISION
- Where a professional engineer or architect is retained by the *owner* and an undertaking is provided to coordinate the design and field reviews of the project, the building *permit* fee will be reduced by ten (5%) percent to a maximum reduction of \$500.00.
- Q. BUILDING INFORMATION REQUEST
- The fee for researching building *permit* files. \$40.00

APPENDIX "B"

Owner(s) Undertaking Letter



ATTENTION: BUILDING OFFICIAL

Dear Sir:

RE: \_\_\_\_\_ (the "Property")  
(Legal Description of Property)

Building **Permit** Application No. \_\_\_\_\_ (the "Project")

In consideration of the Village of Chase accepting and processing an application for a building **permit** in respect of the Project, and as required by the **Village's** Building Regulations Bylaw, the following representations, warranties and indemnities are given to the **Village of Chase**.

1. I am:
  - ( ) the/an **owner** of the Property; or
  - ( ) where the Property is owned by a company, I am authorized by the **owner**-company to sign this undertaking letter on behalf of the company.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. I understand and acknowledge that the **owner** of the Property is fully responsible for carrying out the work, or having the work carried out by a contractor or a registered professional, to ensure compliance with the current version of the **Building Code**, the **Village's** Building Regulations Bylaw, other applicable **Village** Bylaws or any other applicable enactments.
3. I understand and acknowledge that neither:
  - a) the issuance of a building **permit** by the **Village of Chase**,
  - b) the acceptance or review of plans and supporting documents in respect of the Project, nor
  - c) any **monitoring** visits made by **Village of Chase Building Officials**,

shall in any way constitute a representation, warranty or statement by or on behalf of the **Village** that the Project complies with current version of the **Building Code**, the **Village's** Building Regulations Bylaw, other applicable **Village** Bylaws or any other applicable enactments nor relieve the **owner** and/or his or her **agent** from full and complete responsibility to perform the

work in strict accordance with **Building Code**, the **Village's** Building Regulations Bylaw, other applicable **Village** Bylaws or any other applicable enactments respecting safety.

- 4. I am not in any way relying on **the Village of Chase** or any of the **Village's Building Officials** to protect:
  - a) the **owner(s)** or any future **owner(s)** of the Property,
  - b) any use or occupier of the Property, or
  - c) any other **person(s)** as contemplated in Division 1 of the current version of the **Village's** Building Regulations Bylaw,

from injury or physical harm, property loss or damage, economic loss or any other form of claim or cause of action and I will not make any claim, counterclaim, or initiate Third Party proceedings, alleging responsibility or liability on the part of the **Village of Chase** or any of its **Building Officials** in connection with the Project.

- 5. Where "Letters of Assurance of Professional Design and Commitment for Field Review" are required, I have authorized, and am relying upon the following registered professionals to prepare and submit adequate plans and supporting documents and conduct all appropriate and necessary field reviews in respect of the Project:

(Print Name of each registered professional)

- Coordinating: \_\_\_\_\_
- Architectural: \_\_\_\_\_
- Building Envelope: \_\_\_\_\_
- Structural: \_\_\_\_\_
- Mechanical: \_\_\_\_\_
- Plumbing: \_\_\_\_\_
- Fire Suppression Systems: \_\_\_\_\_
- Electrical: \_\_\_\_\_
- Geotechnical – temporary: \_\_\_\_\_
- Geotechnical – permanent: \_\_\_\_\_

(the "Registered Professionals").

- 6. I understand and acknowledge that the **Village of Chase** will rely solely upon the "Letters of Assurance of Professional Design and Commitment for Field Review" prepared by the Registered Professionals in respect of the Project to ensure compliance with the current version of the **Building Code**.
- 7. I understand that the word "work" in this document includes all work necessary to complete the Project such that it is compliance with the current version of the **Building Code**, the **Village's** Building Regulations Bylaw, other applicable **Village** Bylaws and any other applicable enactments.
- 8. In the case where the Property is owned by a company, I have been authorized by the **owner-company** to make the representations, warranties and assurances to the **Village** as are contained in this Appendix "B" document.
- 9. I have been advised by the **Village of Chase** that I should obtain independent advice from a lawyer prior to signing and submitting this Appendix "B" document to the **Village of Chase**.

<b>Where owner is an individual:</b>	
Signature of Witness	Signature of <b>Owner</b>
Witness (print name)	<b>Owner</b> (print name)
Address of Witness	(additional owner):
Signature of Witness	Signature of <b>Owner</b>
Witness (print name)	<b>Owner</b> (print name)
Address of Witness	(if required, reproduce and attach another copy of this page for additional <b>owner</b> signatures)
<b>Where owner is a company:</b>	
Signature of Witness	Name of Company
Witness (print name)	Signature of authorized signatory for Company
Address of Witness	Name of authorized signatory for Company
	Title of authorized signatory for Company





**APPENDIX "C"**

Registered Professional's Proof of Insurance

**ATTENTION: BUILDING OFFICIAL**

RE: \_\_\_\_\_  
(Legal Description of Property)

Building *Permit* No. \_\_\_\_\_ Project Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

This is to confirm that the undersigned registered professional is insured by a policy of insurance covering liability to third parties for errors and omissions in the provision of professional services in respect of the captioned project, **a certificate of which insurance is attached.**

The undersigned will notify both the **Building Official** and the **owner** who has engaged the undersigned to provide professional services in respect of the captioned project, in writing, of any termination of or change in terms of the coverage provided by the policy, immediately upon being informed of or becoming aware of such termination or change.

\_\_\_\_\_  
Signature of Registered Professional

\_\_\_\_\_  
Name of Firm

(affix seal)