

DISTRICT OF 100 MILE HOUSE



**CONSOLIDATED VERSION OF
BUILDING BYLAW NO. 695, 1996
AND AMENDMENTS THERETO**

(Bylaw No. 1044, 2006, Bylaw No. 1060, 2007,
Bylaw No. 1071, 2007, Bylaw No. 1078, 2007, Bylaw No. 1271, 2014,
Bylaw No. 1281, 2015 and Bylaw No. 1403,2023)

(For Convenience Only)

Please refer to original Bylaw

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
<u>PART 1 – INTERPRETATION</u>	1
1.1 - Application	1
1.2	
1.3 - Definitions	1
1.4 - Duty of Care	3
1.5 - Cause of Action	4
1.6 - Warranty or Representation	4
1.7 - Owner’s Responsibility	4
1.8 - Administrative Directions	4
<u>PART 2 – PROHIBITIONS</u>	4
2.1 - Conformity with Building Code And Bylaw	4
2.2 - Requirement for Permit	5
2.3 - Construction and Occupancy	5
2.4 - Farm Buildings	5
2.5 - General Prohibitions	5
<u>PART 3 – THE BUILDING INSPECTOR</u>	6
3.1 - Administration of Bylaw	6
3.2 - Issuance of Permits	6
3.3 - Refusal to Issue Permit	7
3.4 - Correction Orders	7
3.5 - Cessation of Work	7
3.6 - Revocation of Permit	7
3.7 - Right of Entry	7

3.8	-	Credentials	8
<u>PART 4 – MUNICIPAL AND UTILITY SERVICES</u>			8
4.1	-	Access, Sewerage and Water	8
<u>PART 5 – BUILDING PERMITS</u>			8
5.1.1	-	Requirements and Exemptions	8
5.1.2			
5.2	-	Separate Application for each building	9
5.3	-	Form of Application	9
5.4.1	-	Plan Processing Fee	10
5.4.2			10
5.4.3			11
5.5.1	-	Building Permit Fee	11
5.5.2			11
5.5.3			11
5.6	-	Issuance of Permit	11
5.7.1	-	Conditions of a Permit	11
5.7.2			11
5.7.3			11
5.8	-	Lapse of Permit	12
5.9	-	Extension after Expiry Date	12
5.10.1	-	Changes by Permit Holder	12
5.11.1	-	Stop Work Order	12
5.11.2			12
5.11.3			13
5.11.4			13
5.12.1	-	Requirement for Professional Designer	13
5.12.2			13
5.12.3			13
5.12.4			13
5.12.5			13
5.12.6			14
5.13	-	Release from Liability	14
<u>PART 6 – FOUNDATIONS</u>			14
6.1	-	Crawl Space Floors	14
6.2	-	Survey Certificate	14

<u>PART 7 – TEMPORARY BUILDINGS</u>	15
7.1 - Issuance of Permit	15
7.2 - Permit Application	15
7.3.1 - Removal Security	15
7.3.2	16
7.4.1 - Permit Fee	16
7.4.2	16
<u>PART 8 – SWIMMING POOLS</u>	16
8.1 - Siting	16
8.2 - Fencing	16
8.3 - Self-Closing Gate	16
<u>PART 9 – DELAYED DEMOLITIONS</u>	16
9.1.1 - Demolition Agreement	16
9.1.2	17
<u>PART 10 – BUILDING MOVE</u>	17
10.1.1 - Permit Application and Fee	17
10.1.2	17
10.2.1 - Building Permit	17
10.3.1 - General	17
10.3.2	18
10.3.3	18
10.3.4	18
10.3.5	18
10.3.6	18
<u>PART 11 – INSPECTIONS</u>	18
11.1 - Inspection Schedule	18
11.2	19
11.3	19
11.4 - Duties of Owner During Construction	19
11.5	20
11.6 - Climatic Data Energy Efficiency	21

<u>PART 12 – VIOLATIONS</u>	22
12.1 - Violations	22
12.2 - Penalty	22
<u>PART 13 – MISCELLANEOUS</u>	22
13.1 - Severability	22
13.2 - Repeal	22
13.3 - Schedules	23
13.4 - Citation	23

SCHEDULES

SCHEDULE "A" - **PLAN PROCESSING FEES**

SCHEDULES "B" - **(A) BUILDING PERMIT FEES**
(B) BUILDING MOVE FEES
(C) OTHER BUILDING PERMIT FEES
(D) TEMPORARY BUILDING PERMIT
(E) RE-INSPECTION FEE
(F) SPECTIAL INSPECTION FEES
(G) PERMIT TRANSFER OR ASSIGNMENT FEE
(H) PERMIT EXTENSION FEE

SCHEDULE "C" - **REFUND OF BUILDING PERMITS**

SCHEDULE "D" - **ASSURANCE OF SUBSURFACE INVESTIGATION**

SCHEDULE "E" - **OWNER'S UNDERTAKINGS**

SCHEDULE "F" - **CONFIRMATION OF COMMITMENT BY OWNER AND
BY COORDINATING REGISTERED PROFESSIONAL**

SCHEDULE "G" - **ASSURANCE OF PROFESSIONAL DESIGN AND
COMMITMENT FOR FIELD REVIEW**

SCHEDULE "H" - **SUMMARY OF DESIGN AND FIELD REVIEW
REQUIREMENTS.**

SCHEDULE "I" - **ASSURANCE OF PROFESSIONAL FIELD REVIEW AND
COMPLIANCE**

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

The Building Bylaw of the District of 100 Mile House, 1996.

WHEREAS the Municipal Act of the Province of British Columbia authorizes the establishment of a Building Code for the Province;

AND WHEREAS the British Columbia Building Code has been adopted by the Provincial Government to govern standards for the construction of buildings in all municipalities and regional districts in British Columbia;

AND WHEREAS it is deemed necessary to provide for the administration of the said Building Code;

NOW THEREFORE, the Council of the District of 100 Mile House, in open meeting assembled, enacts as follows:

PART 1 – INTERPRETATION

Application

- 1.1 This Bylaw shall be applicable to the geographic area of the **Municipality** and to all land, water, airspace, **buildings** and **structures** therein.
- 1.2 This Bylaw is enacted to set standards in the general public interest.

Definitions

- 1.3 In this Bylaw

“**agent**” includes a person, firm, company or corporation representing the **owner** by written consent, and includes a hired tradesman or contractor who may be granted **permits** for work within the limitations of his license;

“**Alternative Solution**” means an equivalency to the B.C. Building Code.

“**building**” means a **structure** or portion thereof, except a structure prescribed by regulation as exempt from the **Building Code**, including foundations and supporting **structures** for freestanding sign structures over 3m in height, equipment or machinery or both, and including mechanical devices and plumbing fixtures, which **building** is used or intended to be used for supporting or sheltering a use, occupancy, persons, animals or property;

“**Building Code**” means the current edition of the British Columbia **Building Code** and the current edition of the British Columbia Plumbing Code, 1985 and established by regulation pursuant to the Municipal Act;

“**Building Inspector**” means the person or persons employed from time to time to administer or enforce this Bylaw;

“**Building Permit**” means a permit required or issued pursuant to this Bylaw;

“**Building Regulations**” means the British Columbia Building Code and the British Columbia Plumbing Code as regulations under the Municipal Act and in force at relevant times under this Bylaw;

“**construction**” includes erection, installation, repair, alteration, addition, enlargement, location, relocation, reconstruction, demolition, removal or excavation;

“**Council**” means the **Council** of the District of 100 Mile House;

“**Land Title Office**” means the **Land Title Office** for the Kamloops District, Province of British Columbia;

“**Municipality**” means the District of 100 Mile House and includes those lands, including the surface of water, which comprise the District of 100 Mile House;

“**owner**” in respect of **real property** means the registered **owner** of an estate in fee simple, and includes:

- a) the tenant for life under a registered life estate;
- b) the registered holder of the last registered agreement for **sale**;
- c) the holder or occupier of land held in the manner mentioned in Sections 409 and 410 of the Municipal Act;

“**permit**” means permission or authorization in writing by the **Building Inspector** under this Bylaw to perform work regulated by this Bylaw;

“**person**” means a natural **person**, his heirs, executors, administrators, or assigns, and a firm, corporation, municipal or quasi-municipal corporation, school board, hospital board or other government or government agency, and the singular includes the plural, and the male includes the female;

“**Professional Designer**” means a **person** who is registered in the Province of British Columbia as a member in good standing in the Architectural Institute or the Association of Professional Engineers;

“**real property**” means land together with all improvements which have been affixed to the land so as to make them a part thereof;

“**structure**” means a **construction** of any kind whether fixed to, supported by, or sunk into land or water, but specifically excludes landscaping, paving improvement, retaining walls under 1.0m in height, signs and fences;

“**swimming pool**” means any **structure** or constructed depression used or intended to be used for swimming, bathing, wading or diving which is designed to contain water and has a surface area exceeding 15 square metres to a depth exceeding 1.00m;

“**vehicular access**” means a public highway having a maintained minimum width of 6.0 metres of sufficient strength to carry a fire truck of 9.0 tonne single-axle loading, which highway is ditched or stormsewered for required drainage, and for which a boulevard crossing can be approved to serve the **building** in question. A lane is considered **vehicular access** where the property is served by a maintained public highway and **vehicular access** to the property is permitted only from the lane;

“**Zoning Bylaw**” means the District of 100 Mile House Zoning Bylaw in effect from time to time, as amended.

Duty of Care

- 1.4 This Bylaw does not create any duty of care whatsoever on the **Municipality**, the **Council** members, the **Building Inspector**, or any employees or agents of the **Municipality** in respect of:
- a) the issuance of a **permit** under this Bylaw;
 - b) the review and approval of the 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 current edition of the **Building Code** or the provisions of this Bylaw.

Cause of Action

- 1.5 Neither a failure to administer or enforce, or the incomplete or inadequate administration or enforcement, of the **Building Code** or the provisions of this Bylaw, nor any error, omission or other neglect in relation to 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 give rise to a cause of action against the **Municipality** in favour of any person whomsoever, including the **owner** and his **agent**.

Warranty or Representation

- 1.6 Neither the issuance of a **permit** under this Bylaw, the review and approval of the drawings, plans and specifications, nor inspections made by the **Building**

Inspector, shall in any way constitute a representation, warranty or statement that the **Building Code** or this Bylaw has been complied with and no person shall rely on any of the above listed matters as establishing compliance with the **Building Code** or this Bylaw.

Owner's Responsibility

- 1.7 The **Municipality** 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 **Municipality** 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.

Administrative Directions

- 1.8 Words defining the responsibilities and authority of the **Building Inspector** shall be construed to be internal administrative directions and not as creating a duty.

PART 2 – PROHIBITIONS

Conformity with Building Code and Bylaw

- 2.1 a) no **building** or **structure**, or part of a building or structure, shall be constructed except in accordance with the requirements of the **Building Code** and of this Bylaw.
- b) section 2.1 (a) of this Bylaw applies whether or not in any case it is expressly stated that the doing of or failure to do the thing mentioned shall be unlawful.

Requirement for Permit

- 2.2 No **building** or **structure** or part of a **building** or **structure** shall be constructed unless a **permit** for the work has first been issued by the **Building Inspector**.

Any works requiring a **permit**, started prior to the issuance of a **permit** being issued, will be subject to double the **permit** fees.

Construction and Occupancy

- 2.3 The requirements of the **Building Code** and of this Bylaw shall apply to the **construction** and the use and occupancy of a **building** or **structure**.

Farm Buildings

2.4 Farm **buildings** which are not used as dwelling units shall comply with the requirements of the Canadian Farm Building Code 1983, which is hereby adopted and forms part of this Bylaw.

General Prohibitions

2.5 No person shall:

- a) unless authorized by the **Building Inspector**, reverse, alter, deface, cover, remove or in any way tamper with any notice or certificate posted upon or affixed to any **building** pursuant to any provision of this Bylaw;
- b) do any work that is at variance with the description, plans or specifications for the **building, structure**, work or thing for which a **permit** has been issued, unless such change has been reviewed by the **Building Inspector** and the **Building Inspector** has authorized the change;
- c) interfere with or obstruct the entry of the **Building Inspector** or his representatives authorized under this Bylaw who are acting in the conduct of administration and enforcement of this Bylaw;
- d) erase, alter or modify any drawings or specifications after the same have been reviewed by the **Building Inspector**, or any drawings or specifications which have been filed for reference with the **Building Inspector** after the **permit** has been issued;
- e) submit false or misleading information in relation to an application for a **permit** under this Bylaw or;
- f) repair a **building** damaged by fire, decay, storm or otherwise to an extent greater than 75% of its value above its foundations unless in every respect the entire **building** is made to comply with the **Building Code** subject to the provisions of this Bylaw;
- g) occupy or permit occupancy of any building or part thereof hereafter erected until the **Building Inspector** has issued final approval for it pursuant to Section 11.3 (c) (v) of this Bylaw, provided that subject to the provisions of this Bylaw and upon request of the holder of a **permit** or the **owner**, the **Building Inspector** may issue a provisional approval for the occupancy of part of a **building**;
- h) construct on a parcel unless the civic address is conspicuously posted on the front of the premises or on a sign post so that it may be easily read from the public highway.

PART 3 – THE BUILDING INSPECTOR

Administration of Bylaw

3.1 The **Building Inspector** may:

- a) administer this Bylaw;

- b) keep records of applications received, **permits** and orders issued, inspections and test made, and retain copies of all papers and documents connected with the administration of this Bylaw;
- c) take such action and require such tests that he considers necessary in order to establish whether any method or type of construction or material used in the construction of a **building** conforms with the requirements and provisions of the **Building Regulations**; and,
- d) determine whether any method or type of **construction** or material used in the **construction** of any **building** conforms with the requirements and provisions of the **Building Regulations**;

it being understood that the purpose of this function is to enforce the provisions of this Bylaw and not to hold out to any person that a **building** is constructed in a safe and proper manner.

Issuance of Permits

- 3.2 The **Building Inspector** may issue a **permit** where he is satisfied that the work which is the subject of a **permit** application will conform to the requirements of this Bylaw and the **Building Code**, and the requirements of Sections 5.1 to 5.5 inclusive of this Bylaw have been satisfied.

Refusal to Issue Permit

- 3.3 The **Building Inspector** may refuse to issue a permit:
- a) where, in his opinion, the proposed work will not comply with the requirements of the **Building Code** or the provisions of this Bylaw or any other Bylaw of the **Municipality**; and
 - b) where the applicant has been notified of a violation of this Bylaw with regard to the **construction** of another **building** or part thereof for which a **permit** has been issued to him and such violation has not been remedied.

Correction Orders

- 3.4 The **Building Inspector** may order, in writing, the correction of any work which is in contravention of the **Building Code** or the provisions of this Bylaw or both.

Cessation of Work

- 3.5 The **Building Inspector** may in writing order the cessation of any work which is proceeding in contravention of the **Building Code** or the provisions of this Bylaw or both, and he may authorize in writing the continuance of the work after corrections have been completed.

Revocation of Permit

- 3.6 The **Building Inspector** may revoke a **permit** where:

- a) there is a violation of any condition under which the **permit** was issued;
- b) there is a violation of any requirement of the **Building Code** or of this or any other Bylaw of the **Municipality**;
- c) in his opinion the results of tests on materials, devices, **construction** methods, structural assemblies or foundation conditions contravene the **Building Code** or the provisions of this Bylaw or both;
- d) all **permits** required under this Bylaw have not been obtained.

The **permit** revocation shall be in writing and shall be transmitted to the **permit** holder by registered mail or personal service.

Right of Entry

- 3.7 The **Building Inspector** is authorized to enter on any property at any time between the hours of 8:00 a.m. and 6:00 p.m. on any day in order to ascertain whether the requirements of this Bylaw are being met; provided that where the property which is to be the subject of inspection is an occupied dwelling unit, he shall first obtain the consent of the occupant, or the occupant shall first have been given 24 hours written notice of the **Building Inspector's** intention to inspect the dwelling unit.

Credentials

- 3.8 The **Building Inspector** shall ensure that all persons entering on property under Section 3.7 of this Bylaw shall be in possession of credentials which identify them as his duly authorized representatives.

PART 4 – MUNICIPAL AND UTILITY SERVICES

Access, Sewerage and Water

- 4.1 Notwithstanding the regulations hereinafter contained, the **Building Inspector** may refuse to issue a **permit** for the **construction** of a building unless:
- a) vehicular **access** is provided to the parcel upon which the building is to be placed or constructed;
 - b) the parcel is serviced to the parcel line by a municipal sanitary sewer system or has been approved for the installation of an alternative disposal system; and
 - c) the parcel is serviced to the parcel line from a municipal water distribution system or proven source of potable water of sufficient size and capacity to supply the required water for potable and fire protection services. The potable water system must be protected from all potential health hazards and contamination as per part 7.6.2.4 and 7.6.2.6 of the BC Building Code.

PART 5 – BUILDING PERMITS

Requirements and Exemptions

- 5.1.1 It shall be the responsibility of the **owner** or his **agent** to make application for and obtain a **permit** prior to commencement of any **construction**.
- 5.1.2 No person shall commence or continue the construction of any **building** or **structure** unless a **permit** for the work has been issued by the **Building Inspector**, except that a **permit** is not required for the **construction** of:
- a) not more than one storage **building** per parcel not exceeding a total of 10 square metres in **building** area, in respect of which there are no mechanical services;
 - b) temporary on-site trailers for projects being constructed under valid **permits**;
 - c) a **building** or **structure** which is either valued at less than FOUR THOUSAND (\$4,000.00) DOLLARS or does not exceed 15 square metres in **building** area;
 - d) minor alterations or repairs valued at up to FOUR THOUSAND (\$4,000.00) DOLLARS, only if not creating new rooms or spaces in a **building**, if non-structural and not related to plumbing or foundation perimeter drains;
 - e) re-roofing or replacing exterior cladding unless structural repairs are required, or insulation is also being replaced or upgraded;
 - f) decks attached to residential occupancies if the deck surface is 600 mm or less above the adjacent ground level; and
 - g) repair or replacement of a plumbing fixture, valve or faucet, clearing of stoppages, or the repair of leaks;

provided that the above exempted works comply with all applicable Bylaws and regulations.

Separate Application for Each Building

- 5.2 Each **building** to be constructed on a parcel shall be the subject of a separate **permit** application and **permit**, and shall be assessed a separate **permit** fee based on the value of the **building**.

Form of Application

- 5.3 Applications for **permits** filed with the **Building Inspector** shall:
- a) be made in the form prescribed by the **Building Inspector**;
 - b) be signed by the **owner** or his **agent**;
 - c) state the intended use or uses of the **building** or **structure**;
 - d) include a minimum of two complete sets of the drawings, specifications and plans drawn to scale of the **building** to be constructed showing:
 - i. the dimensions of the **building** or **structure**;
 - ii. the proposed use of each room or floor area;

- iii. the dimensions of the property on which the **building** or **structure** is, or is to be, situated;
 - iv. the grades and elevations of the streets and sewers abutting the land, when required by the **Building Inspector**;
 - v. the positions, heights and horizontal dimensions of all **buildings** on the land;
 - vi. a survey of the **building** site prepared by a British Columbia Land Surveyor, when required by the **Building Inspector**;
 - vii. the technical information specified in other parts of this Bylaw required to be included in the application;
 - viii. other information necessary to illustrate all essential features of the design of the **building**;
- e) contain any other information necessary to satisfy the **Building Inspector** that the proposed **building** or **structure** complies with all relevant municipal Bylaw;
- f) **All Building Bylaw fees can be found in the most current District of 100 Mile House Fees and Charges Bylaw.**

5.4.1 An application for a **permit** shall be accompanied by the appropriate plan processing fee as set out in Schedule “A” attached hereto and forming part of this Bylaw.

5.4.2 A plan processing fee assessed under Schedule “A” shall be a credit towards the **permit** fee assessed under Schedule “B” attached hereto and forming part of this Bylaw levied at the time of **permit** issuance.

5.4.3 A plan processing fee is non-refundable, and shall be forfeited if the **permit** has not been secured and entirely paid for within thirty days of notification that the **permit** is ready for issuance.

Building Permit Fee

5.5.1 Before receiving a **permit** for any **building** or **structure**, the **owner** or his **agent** shall first pay to the **Building Inspector** the appropriate **permit** fee as set out in schedule “B” attached hereto and forming part of this Bylaw.

5.5.2 No fee or part of a fee paid to the **Municipality** shall be refunded if a start has been made on the **construction** of the **building**.

5.5.3 A **permit** fee may be partially refunded as set out in Schedule “C” attach hereto and forming part of this Bylaw, provided that the **owner** or his **agent** has submitted a written request for a refund, the **Building Inspector** has certified that work has not been commenced, and the permit has not expired.

Issuance of Permit

5.6 If the **Building Inspector** is satisfied that the **building** or **structure** which is the subject of a **building permit** application will comply with the **Building Code**, the

provisions of this Bylaw and all other relevant Bylaws of the **Municipality**, he may issue a **building permit** to the **owner** or to his **agent**.

Conditions of a Permit

5.7.1 The **owner** of a property or his **agent** shall, during **construction**, keep:

- a) posted in a conspicuous place on the property in respect of which the **permit** has been issued, the **permit** or a poster, placard or notice in lieu thereof; and
- b) at all times on the property in respect of which the **permit** has been issued a set of reviewed drawings and specifications describing the work covered by the **permit**.

5.7.2 A **permit** or an application for a **permit** that is in process shall not be transferred or assigned until the applicant has notified the **Building Inspector** in writing who has authorized the transfer or assignment, and the applicant has paid the fee required under Schedule "B".

5.7.3 The review of drawings, specifications and plans and the issuance of a **permit** shall not prevent the **Building Inspector** from thereafter requiring the correction of errors in the said drawings, specifications and plans, or from prohibiting **building construction** or occupancy being carried on when in violation of this or any other Bylaw.

Lapse of Permit

5.8 A **permit** shall expire:

- a) unless **construction** pursuant to the **permit** is commenced within one year of the date of issuance; or
- b) where the **Building Inspector** determines that **construction** has been discontinued or suspended for a period of more than one year from the date of the last inspection by the **Building Inspector**.

Extension After Expiry Date

5.9 A **permit** which has expired before **construction** has been started may be extended for a period of not greater than one year from the date of expiry provided that:

- a) application in writing for the extension is made within thirty (30) days of the date of expiry; and
- b) a fee as set out in Schedule "B" has been paid.

Changes by Permit Holder

5.10.1 Except as provided in Section 5.1.2, no **construction** which is at variance with the drawings, plans or specifications for a **building** or **structure** for which a

permit has been issued shall take place, unless such change has been reviewed and approved by the **Building Inspector**.

Stop Work Order

- 5.11.1 The **Building Inspector** may direct the immediate suspension or correction of all or any portion of the work on any **building** or **structure** by attaching a notice to that effect on such premises whenever it is found by him that the work is not being performed in accordance with the requirements of the **Building Code**, this Bylaw or any other Bylaw of the **Municipality**.
- 5.11.2 The **owner** shall within 48 hours of the posting of a notice under Section 5.11.1 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.
- 5.11.3 The notice referred to in Section 5.11.2 shall remain posted on the premises until that which is contrary to the regulations has been remedied to the satisfaction of the **Building Inspector**.
- 5.11.4 Subject to Section 5.11.2, no work other than the required remedial measures shall be carried out on the parcel of land affected by the notice referred to in Section 5.11.1 until the notice has been removed by the **Building Inspector**.

Requirement for Professional Designer

- 5.12.1 All **buildings** exceeding 140 square metres in **building** area, other than single and two family dwellings, shall require the **professional design** and **field review** referred to in Sections 5.12.2 and 5.12.3 of this Bylaw and Schedules "F", "G", "H" and "I" must be completed.
- 5.12.2 **Professional design** referred to in this Bylaw requires that a **Professional Designer** be responsible for the design and that all appropriate plans, specifications and related documents submitted with the application for a **permit** bear the seal or stamp of the **Professional Designer**.
- 5.12.3 **Field review** referred to in this Bylaw requires that a **Professional Designer** be responsible for such reviews of the work at the project site and at fabrication locations, where applicable, as the **Professional Designer** in his professional discretion considers to be necessary in order to ascertain that the work substantially conforms in all material respects to the plans and supporting documents prepared by the **Professional Designer** for which the **permit** is issued by the **Municipality** for the project. This includes keeping records of all site visits and any corrective action taken as a result thereof.
- 5.12.4 Where the **Building Inspector** considers that the site conditions, size or complexity of the **building** or **structure** or any part or component so warrant, or where an application has been made to construct a retaining wall, the owner shall

comply with the provisions of Section 2.6 of the current edition of the **British Columbia Code** as if the **building** or **structure** or retaining wall came within the scope of sentence 2.6.1.1 (1) of that section, and in that event all references in Section 2.6 to the authority having jurisdiction shall be read as references to the **Building Inspector**.

5.12.5 Where the **Municipality** relies under Section 5.12.1 of this Bylaw on a certification of compliance in issuing a **building permit**, the fees payable for the **building permit** shall be reduced by the amount of the fees prescribed in Schedule "A" attached hereto, which are attributable to the cost of the **Building Inspector** determining whether the plans or aspects of the plans certified to comply with the **Building Regulations**, do in fact comply with the **British Columbia Building Regulations**, and other applicable enactments respecting safety, to the extent that the certification has relieved the **Building Inspector** of the determination.

5.12.6 Where the **Building Inspector** determines that the site conditions so warrant, he may require that the owner submit a Letter of Assurance in the form of Schedule "D" attached hereto and forming part of this Bylaw incorporating the assurance of a **Professional Designer** in the applicable discipline that he has carried out a subsurface investigation of the site in accordance with PART 4, Section 4.2.4, of the **Building Code**.

5.12.7 Where a professional designer, architect or engineer has been retained by a developer, builder or owner of a proposed project, the professional must, as per the B.C. Building Code, submit Schedules A, B-1, or B-2 as applicable along with proof of liability insurance commensurate with the value of the project constructed according to the professional's design or under his supervision.

Amendment
bylaw No.
1078, 2007 to
add section
5.12.7.

Release from Liability

5.13 Notwithstanding any other provision in this Bylaw, a **Building Inspector** may require as a condition of the issuance of a **permit** that the **owner** execute and submit to the **Municipality** a release and undertaking in the form set out in Schedule "E" attached hereto and forming part of this Bylaw.

PART 6 – FOUNDATIONS

Crawl Space Floors

- 6.1 In addition to the requirements of the **Building Code**, a crawl space floor shall be finished with a layer of continuous membrane composed of an approved moisture resistant material. Over the membrane shall be placed a continuous layer of concrete of a thickness of at least 50 mm.

Survey Certificate

- 6.2 Where the **Building Inspector** so requires, the **owner** shall, after the foundation of the **building** has been placed and prior to constructing any portion of the **building** on the foundation, submit to the **Building Inspector** for his approval a plan of non-encroachment prepared by a British Columbia Land Surveyor showing:

- a) the shortest distances from the surfaces of the foundation to all parcel lines;
- b) sufficient spot elevations in the front and rear yards to establish the average grade of the site;
- c) sufficient spot elevations of the centre line of all roads abutting the parcel or lot to establish the average elevation of the road; and
- d) an elevation of the top of the finished concrete wall or in the case of a dwelling constructed on a concrete slab an elevation at the top of the concrete slab.

All elevations shall be measured from geodetic datum.

PART 7 – TEMPORARY BUILDINGS

Issuance of Permit

- 7.1 Subject to the Bylaws of the **Municipality** and orders of the **Council**, the **Building Inspector** may issue a **permit** for the erection or placement of a temporary **building** or **structure** for a temporary occupancy provided the:
- a) **permit** shall be for a period not exceeding twelve months; and
 - b) **building** or **structure** is located in compliance with the Zoning Bylaw, is built (where applicable) in compliance with the Building Code, and is connected as required to municipal utility services.

Permit Application

- 7.2 The application for a **permit** for the erection or placement of a temporary **building** or **structure** shall be made in the form prescribed by the **Building Inspector**, shall be signed by the **owner** or his **agent**, and shall be accompanied by:

- a) plans showing the location of the **building** or **structure** on site;
- b) plans showing **construction** details of the **building** or **structure**; and
- c) a statement by the **owner** or his **agent** indicating the intended use and duration of the use.

Removal Security

7.3.1 The application for a **permit** for the erection or placement of a temporary **building** or **structure** shall be accompanied by a removal security in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS in the form of cash, certified cheque, bond guarantee by a licensed bonding company or a letter of credit from a bank, which removal security is refundable within thirty (30) days of the temporary **building** or **structure** being removed by the **owner**.

7.3.2 In the event of default by the **owner** to remove the temporary **building** or **structure** within thirty (30) days after the expiration of the twelve month period provided for in the **permit**:

- a) the removal security shall be forfeited by the **Municipality**; and
- b) the **Municipality**, its employees and **agents** may enter and effect the removal of the temporary **building** or **structure**, provided the **Municipality** gives the owner thirty (30) days' notice of its intention to effect such removal.

Permit Fee

7.4.1 Before receiving a **permit** for a temporary **building** or **structure**, the **owner** or his **agent** shall first pay to the **Building Inspector** the appropriate **permit** fee as set out in Schedule "B" attached hereto and forming part of this Bylaw.

7.4.2 Permit fees for temporary **buildings** are not refundable.

PART 8 – SWIMMING POOLS

Siting

8.1 A **swimming pool**, unless contained within a **building**, shall be cited no less than 1.2m from a **building** or from a parcel line.

Fencing

8.2 A **swimming pool** shall be enclosed with a fence having a minimum height of 1.5m, and having no openings greater than 100mm at their least dimension.

Self-Closing Gate

8.3 Access through a fence enclosing a **swimming pool** shall be through a self-closing gate designed so as to cause the gate to return to a locked position when

not in use, and secured by a spring lock which is located on the **swimming pool** side.

PART 9 – DELAYED DEMOLITIONS

Demolition Agreement

- 9.1.1 Where an **owner** wishes to continue to use an existing dwelling as a residence while constructing another dwelling on the same parcel, he shall provide demolition security in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS in the form of cash, certified cheque, bond guarantee by a licensed bonding company or a letter of credit from a bank, which demolition security is refundable within thirty (30) days' of the existing dwelling being removed by the **owner** or being converted to a non-residential use to the satisfaction of the **Building Inspector**.
- 9.1.2 In the event of default by the **owner** to remove the existing dwelling, or convert the existing dwelling to a non-residential use to the satisfaction of the **Building Inspector**, within thirty (30) days' after completion of the new dwelling:
- a) the demolition security described in Section 9.1.1 shall be forfeited by the **Municipality**; and
 - b) the **Municipality**, its employees and agents may enter and effect the removal of the existing dwelling, provided the **Municipality** gives the **owner** sixty (60) days' notice of its intention to effect such removal.

PART 10 – BUILDING MOVE

Permit Application and Fee

- 10.1.1 No person shall move a **building** or **structure** into or within the **Municipality** without first making an application on the prescribed form and paying the appropriate building move fee set out in Schedule "B" attached to and forming part of this Bylaw.
- 10.1.2 **Building** move fees are not refundable.

Building Permit

- 10.2.1 On receiving permission to move a **building**, a **permit** is required prior to any move.

General

- 10.3.1 No **person** shall move any **building** into or within the **Municipality** unless the **building** has an assessed value of not less than 90% of the average assessed value of all **buildings** within a 600 foot radius of the lot or parcel upon which the **building** is to be located; provided that the two **buildings** within the 600 foot

radius that have the highest and lowest assessed values respectively shall not be included for the purpose of making such calculations.

10.3.2 No **person** shall move a **building** or **structure** into or within the **Municipality** unless such **building** or **structure** is similar in architectural appearance and in age to the other **buildings** or **structure** in the surrounding area.

10.3.3 No **person** shall move any **building** or **structure** into the **Municipality** unless the **building** or **structure** is of an age not greater than 15 years.

10.3.4 Except as provided in subsection 10.3.5 no **person** shall move a **building** or **structure** into the **Municipality** unless:

- a) the **building** or **structure** has been inspected by approved **Building Inspector** or the **Municipality** as it is being built;
- b) the **building** or **structure** has a minimum width of 20 feet;
- c) the **building** or **structure** conforms in every respect with relevant Bylaws of the **Municipality**.

10.3.5 Section 10.3.4 shall not apply to a new factory built residential **building** that complies in every respect to the **Building Code** and which is to be erected on a site in compliance with Bylaws of the **Municipality**.

10.3.6 Every **person** applying for a **permit** to move a **building** or **structure**, including a factory built residential **building** shall, on request of the **Building Inspector**, furnish proof, to the satisfaction of the **Building Inspector**, of the age of the **building** to be moved and every application shall also furnish proof of liability insurance to cover the proposed moving of the said **building** in an amount not less than TWO HUNDRED FIFTY THOUSAND (\$250, 000.00) DOLLARS. The policy of insurance shall be endorsed to include the **Municipality** as an added name insured insofar as liability may be created by the granting of any permission under this Bylaw.

PART 11 – INSPECTIONS

Inspection Schedule

11.1 Before construction commences, the owner shall:

- a) determine that the building site is safe and will not be affected by flooding water caused by surface run-off or otherwise, or by land slip or other hazards; and
- b) incorporate into the design and plans submitted for a **permit** the data in Section 11.6

11.2 Neither the granting of a **permit** nor the acceptance of plans and specifications, nor inspections made by or on behalf of the **Municipality**, shall in any way relieve

the owner from full responsibility to perform the work in strict accordance with this Bylaw, the **Building Regulations** and all other applicable enactments.

11.3 The **owner** of a property or his **agent** shall:

- a) obtain from the **Municipality**, or other authority having jurisdiction where applicable, **permits** relating to demolition, excavation, building, repair of buildings, zoning, change in classification of occupancy, swimming pools, sewers, private sewage systems, water, plumbing, signs, canopies, awnings, marquees, blasting, driveway/street access, street occupancy, electricity, **building** to be moved, and all other **permits** required in connection with the proposed work prior to the commencement of the work;
- b) obtain elevation and construction requirements relative to Flood Plain Restrictions from the Ministry of Environment and the **Municipality**.

Duties of Owner During Construction

11.4 The **owner** shall, during construction:

- a) ensure that no work is done on any part of the **building** or **structure** beyond that point indicated in each successive inspection report without first obtaining the written approval of the **Building Inspector**; and
- b) request the **Building Inspector** to make or cause to be made the inspections at the following stages of construction, by giving notice to the **Building Inspector** a minimum of one working day prior to the inspection being required,
 - i. after the forms for concrete footings are complete, but prior to placing of any concrete therein; or for PWF foundations, after installation and compaction of the granular drainage layer but before footings are installed;
 - ii. after forms for foundation walls are complete and reinforcing installed but prior to placing any concrete therein;
 - iii. after removal of formwork from a concrete foundation and installation of the perimeter drainage system and application of damp-proofing; or after framing of a PWF foundation wall and floor assembly and application of damp-proofing; but prior to backfilling against any foundation;
 - iv. after framing and sheathing of the **building** are completed, including the installation of the roof membrane, all exterior doors and windows, fire-stopping, bracing, chimney, 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;
 - v. after completion of the building drain, sanitary and storm sewers, rough-in plumbing system, including water supply and drain, waste and vent piping, but before any such plumbing is covered, and if any part of a plumbing system is covered before it is inspected and approved it shall be uncovered if the **Building Inspector** so

- directs, and when considered necessary, underground building drains, branches, storm drains and sewers shall be retested after the completion of all back-filling and grading by heavy equipment;
- vi. after insulation and vapour barrier are complete, but before any drywall or other interior finish is applied which would conceal such work;
 - vii. during the construction of any masonry fireplace 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 materials; and before the chimney cap is placed on a masonry chimney;
 - viii. after the **building** is complete; and
 - ix. any other inspections that may be required by the **Building Inspector** due to the size or complexity of the work.
- c) where it is deemed necessary by the **Building Inspector**, provide specialized professional information at the **owner's** cost, and the **owner** shall not proceed with any further work which would prevent a thorough inspection until the inspection has been done and approved; and
- d) ensure that the **building** or **structure** is built in compliance with the **Building Regulations** and this Bylaw.

11.5 The **owner** shall:

- a) give notice to the **Building Inspector** immediately upon any change in ownership or change in the address of the **owner** or **agent** occurring prior to an approved final inspection;
- b) obtain from the **Building Inspector** written permission prior to resuming construction which has been suspended on any **building**;
- c) where tests of any materials are required by the **Building Inspector** to ensure conformity with the requirements of this Bylaw, transmit to the **Building Inspector** records of the test results;
- d) in all cases where it is required to conduct the waste from plumbing fixtures or trade waste to the municipal sanitary sewer, make certain, by inquiring from the **Municipality**, that the sanitary sewer is at sufficient depth and capacity to receive the discharge; and also to arrange the plumbing to suit the location of the connection provided for the parcel by the **Municipality**;
- e) in cases where the existing **building** or **buildings** are demolished, destroyed, or otherwise removed from the property connected to the municipal sanitary sewerage system, make arrangements to the satisfaction of the **Municipality** or else the **Municipality** shall cap off the sanitary sewer connection at the property line and the **owner** shall be liable for costs; and
- f) keep –
 - i. posted in a conspicuous place on the property in respect of which the **permit** was issued a copy of the **permit** or a poster or placard showing the material facts in the **permit** in lieu of the **permit**; and
 - ii. on the property a copy of the **permit** drawings and specifications in respect of which the **permit** was issued.

Climatic Data Energy Efficiency

11.6 Climatic data for the design of **buildings** in the **Municipality** is:

South Cariboo

(a) **Design Temperature**

January 2 ½%	-28° c
January 1%	-31° c
July 2 ½%	
- Dry	30° c
- Wet	18° c
Degree – Days below 18C	4,966

Bylaw No. 1281, 2015 amends degree days below 18C from 5150 to 4966.

(b) **Min. Depth for Frost-Protected Foundations**

1,070 mm

(c) **Maximum Rainfall**

15 minutes	10 mm
One day	45 mm
Ground Snowload	2.4 kPa Ss
	0.3 kPa Sr
Annual total precipitation	425 mm

(d) **Hourly Wind Pressure**

probability 1/10	0.30 kPa
probability 1/30	0.36 kPa
probability 1/100	0.43 kPa

(e) **Seismic Data**

Za	1
Zv	1
Zonal velocity ration, v	0.05

Bylaw No. 1403, 2023 adds 11.7

11.7 In relation to the conservation of energy, buildings may be constructed on or after May 1, 2023, in accordance with Sections 9.36.2 to 9.36.4 of Division “B” of the Building Code.

PART 12 – VIOLATIONS

Violations

12.1 Every **person** who violates or who causes or allows to be violated any of the requirements of this Bylaw shall be guilty of an offence and each day the violation is caused or allowed to continue shall constitute a separate offence.

Penalty

- 12.2 Every **person** who commits an offence contrary to the provisions of this Bylaw is liable on summary conviction to a penalty of not more than TWO THOUSAND (\$2,000.00) DOLLARS in addition to the costs of the prosecution.

PART 13 - MISCELLANEOUS

Severability

- 13.1 If any Section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

Repeal

- 13.2 Village of 100 Mile House Building Bylaw No. 517, 1990 and amendments thereto are hereby repealed.

Schedules

- 13.3 Schedule "A" through "I" inclusive are attached hereto and form part of this Bylaw.

Consolidated version of **Building Bylaw No. 695, 1996** and amendments thereto for convenience only, please refer to original bylaws.

Citation

13.4 This Bylaw may be cited as the “**District of 100 Mile House Building Bylaw No. 695, 1996.**”

READ FIRST TIME this 11th day of June, 1996.

READ A SECOND TIME this 11th day of June, 1996.

READ A THIRD TIME this 11th day of June, 1996.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 23rd day of July, 1996.

Mayor

Clerk

Consolidated version of **Building Bylaw No. 695, 1996** and amendments thereto for convenience only, please refer to original bylaws.

SCHEDULE "A"

All Building Bylaw fees can be found in the most current District of 100 Mile House Fees and Charges Bylaw.

Consolidated version of **Building Bylaw No. 695, 1996** and amendments thereto for convenience only, please refer to original bylaws.

SCHEDULE "B"

All Building Bylaw fees can be found in the most current District of 100 Mile House Fees and Charges Bylaw.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "C"

Refund of Building Permits

Where a refund of a **building permit** fee is approved pursuant to Section 5.5.3 it shall be calculated on the following basis:

- (a) the refund is ninety percent (90%) of the **permit** fee after deducting the plan processing fee, which fee is not refundable; and
- (b) there shall be no refund for **permits** where an inspection has been made.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "D"

NOTE: To be submitted prior to the issuance of a **building permit**.

ASSURANCE OF SUBSURFACE INVESTIGATION

District of 100 Mile House
Box 340
100 Mile House, BC V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: Address: _____
Building Permit Application No. _____
(the "Project")

The undersigned hereby gives assurance that he has carried out a subsurface investigation in respect of the Project on the subject property in accordance with Part IV, Section 4.2.4, of the current edition of the B.C. Building Code. Further, the undersigned hereby gives assurance that:

- (a) the subsurface conditions of the subject property are consistent with the plans and supporting documents including all amendments therein submitted with the application for a **building permit**; and
- (b) the subject property has been prepared in accordance with recommendations outlined in the soils report prepared by _____, dated _____, in accordance with Section 734 (4) of the Municipal Act.

Consolidated version of **Building Bylaw No. 695, 1996** and amendments thereto for convenience only, please refer to original bylaws.

Name (print)

Signed

Date

Address

Telephone

(Affix professional seal here)

If the Professional Designer is a member of a firm, complete the following,

I am a member of this firm:

Name of firm (print)

Address (print)

I sign this letter on behalf of myself and the firm.

NOTE: The above letter must be signed by a Professional Designer who is registered in the Province of British Columbia as a member in good standing in the Architectural Institute or the Association of Professional Engineers.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "E"

NOTE: To be submitted prior to issuance of a **building permit**.

OWNER'S UNDERTAKINGS

District of 100 Mile House
Box 340
100 Mile House, BC V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: Address: _____
Building Permit Application No. _____
(the "Project")

In consideration of the District of 100 Mile House (the "**Municipality**") accepting and processing the above application for a **building permit**, and as required by the **Municipality's Building Bylaw**, the following representations, warranties and indemnities are given to the **Municipality**.

1. That I/we am/are:

() the **owner** of the above property; or

() authorized by the **owner** of the property described above to make this application.

2. That I/we have authorized:

Name (print)

Address

to make application for the above **permit** on my/our behalf.

3. That I/we will comply with or cause those whom I/we employ to comply with the B.C. Building Code and all Bylaws of the **Municipality** and other statutes and regulations in force in the **Municipality** relating to the development, work, undertaking or permission in respect of which this application is made.
4. That I/we understand and acknowledge that I/we am/are fully responsible for carrying out at he work, or having the work carried out, in accordance with the requirements of the B.C. Building Code, the Building Bylaw and all other Bylaws of the **Municipality**.
5. That I/we understand and acknowledge that neither issuance of a **permit** under the Building Bylaw, the review and approval of drawings, plans and specifications, nor inspections made by the **Building Inspector** shall in any way constitute a representation, warranty or statement that the B.C. Building Code, the Building Bylaw or any other Bylaw of the **Municipality** has been complied with.
6. That I/we hereby agree to release and indemnify the **Municipality**, its Council members, employees and agents from and against all claims, liability, judgments, costs and expenses of every kind including negligence which I/we or any other person, partnership or corporation or our respective heirs, successors, administrators or assigns may have or incur in consequence of or incidental to:
 - (a) the issuance of the **building permit**;
 - (b) the review and approval of the drawings, plans and specifications prepared by _____
(insert name of architect or engineer);
 - (c) inspections made by the **Building Inspector** or failure to make such inspections;
 - (d) the enforcement or failure to enforce the current edition of the B.C. Building Code or the Building Bylaw:

and I/we agree that the **Municipality** owes me no duty of care in respect of these matters.

7. That I/we confirm that I/we have relied only on the said architect or engineer for the adequacy of the drawings, specifications and plans submitted with this application.
8. That I/we confirm that I/we have been advised in writing by the **Municipality** that it relied exclusively on the Letter of Assurance of “Professional Design” and

commitment for "Field Review" prepared by _____
(insert name of engineer or architect) in reviewing the drawings, specifications and plans submitted with this application for a **building permit**.

9. That I/we understand that where used herein the word "work" includes all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.
10. That I/we have read and understood Sections 1.4 to 1.8 inclusive of the Building Bylaw, which sections are set out below.
11. That I/we am/are authorized to give these representations, warranties, assurance and indemnities to the **Municipality**.
12. That I/we confirm that I/we have been advised that I/we should seek independent legal advice from a lawyer in respect of signing this release.

Owner's Information

Name (print)

Signature

Address (print)

If owner is company, affix corporate seal
In space below:

The Corporate Seal of

was hereunto affixed in the
presence of:

Signature of Officer

Name of Officer (print)

Agent for Owner Information

Name (print)

Signature

Address (print)

Title (print)

Witness Information

Name (print)

Signature

Address (print)

Title of Officer (print)

Occupation (print)

Signature of Officer

Name of Officer (print)

Title of Officer (print)

The above must be signed by the **owner** of his appointed **agent**. The signature must be witnessed. If the **owner** is a company, the corporate seal of the company must be affixed to the document in the presence of the duly authorized officers. The officers must also sign, setting forth their positions in the company.

Please note the following provisions from the Building Bylaw:

Duty of Care

- 1.4 This bylaw does not create any duty of care whatsoever on the **Municipality**, the **Council** members, the **Building Inspector**, or any employees or agents of the **Municipality** in respect of:
- a) the issuance of a **permit** under this Bylaw;
 - b) the review and approval of the 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 current edition of the **Building Code** or the provisions of this Bylaw.
- 1.5 Neither a failure to administer or enforce, or the incomplete or inadequate administration or enforcement, of the **Building Code** or the provisions of this Bylaw, nor any error, omission or other neglect in relation to 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 give rise to a cause of action against the **Municipality** in favour of any person whomsoever, including the **owner** or his **agent**.

Warranty or Representation

- 1.6 Neither the issuance of a **permit** under this Bylaw, the review and approval of the drawings, plans and specifications, nor inspections made by the **Building Inspector**, shall in any way constitute a representation, warranty or statement that the **Building Code** or this Bylaw has been complied with and no person shall rely on any of the above listed matters as establishing compliance with the **Building Code** of this Bylaw.

Owner's Responsibility

- 1.7 The **Municipality** 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 **Municipality** 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.

Administrative Directions

- 1.8 Words defining the responsibilities and authority of the **Building Inspector** shall be construed to be internal administrative directions and not as creating a duty.

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "F"

(Forming Part of Sentence 2.6.2.1.(1) of the British Columbia Building Code)

CONFIRMATION OF COMMITMENT BY OWNER
AND BY COORDINATING REGISTERED
PROFESSIONAL

- NOTE:**
1. This letter must be submitted before issuance of a building permit.
 2. This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C., Building Inspectors Association of B.C., and Union of B.C. Municipalities.
 3. In this letter the works in **bold** have the same meaning as in the British Columbia building Code.

Re: Design and **Field Review** of Construction
by a **Coordinating Registered Professional**

Date: _____

District of 100 Mile House
Box 340
100 Mile House, B.C. V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: _____
Address of Project (print)

Legal Description of Project (print)

The undersigned has retained _____
as a **coordinating registered professional** to coordinate the design work and **field reviews** of the **registered professionals** required for this project. The **coordinating registered professional** shall coordinate the design work and **field**

reviews of the **registered professionals** required for the project in order to ascertain that the design will substantially comply with the B.C. Building Code and other applicable enactments respecting safety and that the construction of the project will substantially comply with the B.C. Building Code and other applicable enactments respecting safety, not including the construction safety aspects.

“**field reviews**” are defined in the British Columbia Building Code to mean those reviews of the work –

- a. at a project site of a development to which a **building** permit relates, and
- b. where applicable, at fabrication locations where **building** components are fabricated for use at the project site

that a **registered professional** in his or her professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by the **registered professional** for which the **building** permit is issued.

The **owner** and the coordinating **registered professional** have read section 2.6 of the British Columbia Building Code. The **owner** and the **coordinating registered professional** acknowledge their responsibility to each notify the addressee of this letter of the date the **coordinating registered professional** ceases to be retained by the **owner** before the date the **coordinating registered professional** ceases to be retained or, if that is not possible, then as soon as possible.

The **owner** and the **coordinating registered professional** understand that where the **coordinating registered professional** or a **registered professional** ceases to be retained at any time during construction, work on the above project will cease until such time as

- a. a new **coordinating registered professional** or **registered professional**, as the case may be, is retained, and
- b. a new letter in the form set out in Schedule “F” or in the forms set out in Schedules “G” and “H”, as the case may be, is filed with the **authority having jurisdiction**.

Consolidated version of **Building Bylaw No. 695, 1996** and amendments thereto for convenience only, please refer to original bylaws.

The undersigned coordinating **registered professional** certifies that he or she is a **registered professional** as defined in the British Columbia Building Code.

Coordinating Registered Professional

Coordinating Registered Professional's Name (print)

Coordinating Registered Professional's Signature

Date

Address (print)

Occupation (print)

Owner

Owner's Name (print)

Owner's or **Owner's** appointed agent's signature. (If **owner** is a corporation the signature of a signing officer must be given here. If the signature is that of the agent, a copy of the document that appoints the agent must be attached.)

Date

Name of Agent or signing Officer if applicable (print)

Address (print)

(Affix Coordinating Registered Professional's seal here)

(If the **Coordinating Registered Professional** is a member of a firm, complete the following.)

I am a member of the firm _____
(print name of firm)

and I sign this letter on behalf of the firm.

This letter must be signed by the **owner** or the **owner's** appointed agent and by the **coordinating registered professional**. An agent's letter of appointment must be attached. If the **owner** is a corporation, the letter must be signed by a signing officer of the corporation and the signing officer must set forth his or her positions in the corporation.

The British Columbia Building Code defines a **registered professional** to mean –

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

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "G"

(Forming Part of section 2.6 of the British Columbia Building Code)

**ASSURANCE OF PROFESSIONAL DESIGN AND
COMMITMENT FOR FIELD REVIEW**

- NOTE:**
1. This letter must be submitted along with Schedule "H" before issuance of a **building** permit. A separate letter must be submitted by each **registered professional**.
 2. This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C., Building Inspectors Association of B.C., and Union of B.C. Municipalities.
 3. In this letter the words in **bold** have the same meaning as in the British Columbia Building Code.

Date: _____

District of 100 Mile House
Box 340
100 Mile House, B.C. V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: _____
Address of Project (print)

Legal Description of Project (print)

The undersigned hereby gives assurance that the design of the –
(Initial those of the items listed below that apply to this **registered professional**. All the disciplines will not necessarily be employed on every project.)

_____	ARCHITECTURAL
_____	STRUCTURAL
_____	MECHANICAL
_____	PLUMBING
_____	FIRE SUPPRESSION SYSTEMS
_____	ELECTRICAL
_____	GEOTECHNICAL – temporary
_____	GEOTECHNICAL – permanent

components of the plans and supporting documents prepared by this **registered professional** in support of the application for the **building** permit substantially comply with the B.C. Building Code and other applicable enactments respecting safety except for construction safety aspects.

The undersigned hereby undertakes to be responsible for **field reviews** of the above referenced components during construction as indicated on the attached “**Summary of Design and Field Review Requirements**” (**Schedule “H”**).

The undersigned also undertakes to notify the **authority having jurisdiction** in writing as soon as possible if the undersigned’s contract for **field review** is terminated at any time during construction.

I certify that I am a **registered professional** as defined in the British Columbia Building code.

Name (print)

Signed

Date

Address (print)

Phone

(Affix Professional Seal here)

(If the **Registered Professional** is a member of a firm, complete the following.)

I am a member of the firm _____
(print name of firm)

and I sign this letter on behalf of the firm.

NOTE: The above letter must be signed by a **registered professional**. The British Columbia Building Code defines a “**registered professional**” to mean –

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

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "H"

(Forming Part of Section 2.6 of the British Columbia Building Code)

SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS

- NOTE:**
1. This form must be submitted with Schedule "G" before issuance of a **building** permit.
 2. This form is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C., Union of B.C. Municipalities and Building Inspectors Association of B.C.
 3. In this letter the words in **bold** have the same meaning as in the British Columbia Building Code.

Date: _____

(Initial applicable discipline below and cross out and initial non-applicable items within the discipline.)

_____ ARCHITECTURAL

- 1.1 Fire resisting assemblies
- 1.2 **Fire separations** and their continuity
- 1.3 **Closures**, including tightness and operation
- 1.4 Interior and exterior finishes
- 1.5 Egress systems, including **access to exit** within **suites** and **floor areas**
- 1.6 Performance and physical safety features (guardrails, handrails, etc.)
- 1.7 Structural capacity of architectural components, including anchorage and seismic restraint
- 1.8 Roofing and flashings
- 1.9 Wall cladding systems
- 1.10 Dampproofing and/or waterproofing of walls and slabs below **grade**
- 1.11 Thermal insulation systems, including condensation control and cavity ventilation
- 1.12 Sound control

- 1.13 Landscaping, screening and site grading
- 1.14 Provisions for fire fighting access
- 1.15 **Access** requirements for persons with disabilities
- 1.16 Elevating devices
- 1.17 Coordination of testing of fire emergency systems and maintenance programs.
- 1.18 Development Permit and conditions therein
- 1.19 Exterior glazing
- 1.20 Interior signage, including acceptable materials, dimensions and locations
- 1.21 Review of all applicable shop drawings

STRUCTURAL

- 2.1 Structural capacity of structural components of the **building**, including anchorage and seismic restraint
- 2.2 Structural aspects of **deep foundations**
- 2.3 Review of all applicable shop drawings

MECHANICAL

- 3.1 HVAC systems and devices, including high **building** requirements where applicable
- 3.2 **Fire dampers** at required **fire separations**
- 3.3 Continuity of **fire separations** at HVAC penetrations
- 3.4 Functional testing of mechanically related fire emergency systems and devices
- 3.5 Maintenance manuals for mechanical systems
- 3.6 Structural capacity of mechanical components, including anchorage and seismic restraint
- 3.7 Review of all applicable shop drawings

PLUMBING

- 4.1 Roof **drainage systems**
- 4.2 Site and **foundation drainage systems**
- 4.3 **Plumbing systems** and devices
- 4.4 Continuity of **fire separations** at plumbing penetrations
- 4.5 Functional testing of plumbing related fire emergency systems and devices
- 4.6 Maintenance manuals for **plumbing systems**
- 4.7 Structural capacity of plumbing components, including anchorage and seismic restraint
- 4.8 Review of all applicable shop drawings

FIRE SUPPRESSION SYSTEMS

- 5.1 Suppression system classification for type of **occupancy**
- 5.2 Design coverage, including concealed or special areas
- 5.3 Compatibility and location of electrical supervision, ancillary alarm and control devices
- 5.4 Evaluation of the capacity of city (municipal) water supply versus system demands and domestic demand, including pumping devices where necessary
- 5.5 Qualification of welder, quality of welds and material
- 5.6 Review of all applicable shop drawings
- 5.7 Acceptance testing for “Contractor’s Material and Test Certificate” as per NFPA Standards
- 5.8 Maintenance program and manual for suppression systems
- 5.9 Structural capacity of sprinkler components, including anchorage and seismic restraint
- 5.10 For partial systems – confirm sprinklers are installed in all areas where required
- 5.11 Fire Department connections and hydrant locations
- 5.12 Fire hose standpipes
- 5.13 Functional testing of fire suppression systems and devices

ELECTRICAL

- 6.1 Electrical systems and devices, including high **building** systems where applicable
- 6.2 Continuity of **fire separations** at electrical penetrations
- 6.3 Functional testing of electrical related fire emergency systems and devices
- 6.4 Electrical systems and devices maintenance manuals
- 6.5 Structural capacity of electrical components, including anchorage and seismic restraint
- 6.6 Clearances from **buildings** of all electrical utility equipment
- 6.7 Fire protection of wiring for emergency systems
- 6.8 Review of all applicable shop drawings

GEOTECHNICAL – Temporary

- 7.1 **Excavation**
- 7.2 Shoring
- 7.3 Underpinning
- 7.4 Temporary construction dewatering

GEOTECHNICAL – Permanent

- 8.1 Bearing capacity of the **soil**
- 8.2 Geotechnical aspects of **deep foundations**
- 8.3 Compaction of engineered fill
- 8.4 Structural considerations of **soil**, including slope stability and seismic loading
- 8.5 Backfill
- 8.6 Permanent dewatering
- 8.7 Permanent underpinning

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "I"

(Forming Part of Section 2.6 of the British Columbia Building Code)

ASSUANCE OF PROFESSIONAL FIELD REVIEW AND COMPLIANCE

- NOTE:**
1. This letter must be submitted after completion of the project but before the **occupancy** permit is issued, or a final inspection is made, by the **authority having jurisdiction**. A separate letter must be submitted by each **registered professional**.
 2. This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C., Building Inspectors Association of B.C., and Union of B.C. Municipalities.
 3. In this letter the words in **bold** have the same meaning as in the British Columbia Building Code.

Date: _____

District of 100 Mile House
Box 340
100 Mile House, B.C. V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: _____
Address of Project (print)

Legal Description of Project (print)

I hereby give assurance that –

- a) I have fulfilled my obligations for **filed review** as outlined in Section 2.6 of the British Columbia Building Code and in the previously submitted

Schedule "G", "ASSURANCE OF PROFESSIONAL DESIGN AND COMMITMENT FOR FIELD REVIEW," and Schedule "H", "SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS," and

- b) those components of the project opposite my initials in Schedule "H" substantially comply in all material respects with:
 - (i) the applicable requirements of the B.C. Building Code and other applicable enactments respecting safety, not including construction safety aspects, and
 - (ii) the plans and supporting documents submitted in support of the application for the **building** permit,
- c) I have enclosed the final design plans and supporting documents prepared by me for this project, and
- d) I am a **registered professional** as defined in the British Columbia Building Code.

(Each **registered professional** shall complete the following:)

Name (print)

Signed

Date

Address (print)

Phone

(Affix PROFESSIONAL SEAL here)

(If the **Registered Professional** is a member of a firm, complete the following.)

I am a member of the firm _____
(print name of firm)

and I sign this letter on behalf of the firm.

NOTE: The above letter must be signed by a **registered professional**. The British Columbia Building Code defines a "**registered professional**" to mean –

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