

# PEACE RIVER REGIONAL DISTRICT ELECTORAL AREA DIRECTORS COMMITTEE MEETING

## A G E N D A

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for the meeting to be held on Thursday, August 14, 2014 in the  
Regional District Office Boardroom, 1981 Alaska Avenue,  
Dawson Creek, BC, commencing at 10 a.m.

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1. Call to Order: Director Goodings to Chair the meeting
2. Director's Notice of New Business:
3. Adoption of Agenda:
4. Adoption of Minutes:  
M-1 Electoral Area Directors' Committee Meeting Minutes of July 17, 2104.
5. Business Arising from the Minutes:  
BA-1 Discussion regarding the General Manager, Electoral Area Admin Position.
6. Delegations:
7. Correspondence:
8. Reports:  
R-1 July 23, 2014 Report from Director Leonard Hiebert, Electoral Area 'D' regarding Attendance at the 2014 Federation of Canadian Municipalities Conference.  
R-2 July 23, 2014 Report from Bruce Simard, General Manager of Development Services regarding the Building Bylaw.  
R-3 Fran Haughian, Communications Manager/Commission Liaison regarding Nomination Period Communications for the General Local Elections.  
R-4 Jeff Rahn, General Manager of Environmental Services regarding the Invasive Plant Program.
9. New Business:
10. Diary:
11. Adjournment:



**PEACE RIVER REGIONAL DISTRICT  
ELECTORAL AREA DIRECTORS' COMMITTEE  
MEETING MINUTES**

**M-1**

DATE: July 17, 2014

PLACE: Regional District Office Boardroom, Dawson Creek, BC

PRESENT:

Directors: Karen Goodings, Electoral Area 'B' and Meeting Chair  
Arthur Hadland, Electoral Area 'C'  
Leonard Hiebert, Electoral Area 'D'  
Jerrilyn Schembri, Electoral Area 'E'

Staff: Chris Cvik, Chief Administrative Officer  
Shannon Anderson, Deputy Chief Administrative Officer  
Kim Frech, Chief Financial Officer,  
Fran Haughian, Communications Manager / Commission Liaison  
Jo-Anne Frank, Corporate Officer  
Barb Coburn, Recording Secretary

Call to Order Chair Goodings called the meeting to order at 10:10 a.m.

ADOPTION OF AGENDA:

July 17, 2014 Agenda

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the Electoral Area Directors' Committee agenda for the July 17, 2014 meeting, be adopted,  
including items of new business:  
Call to Order: Director Goodings to Chair the meeting  
Director's Notice of New Business:  
Adoption of Agenda:  
Adoption of Minutes:  
M-1 Electoral Area Directors' Committee Meeting Minutes of May 21, 2014  
M-2 Electoral Area Directors' Committee Meeting Minutes of June 19, 2104.  
Business Arising from the Minutes:  
Delegations:  
Correspondence:  
C-1 July 14, 2014 e-mail from Derek Sturko, Deputy Minister, Ministry of Agriculture regarding Invitation  
to *Agricultural Land Commission Act* Consultation Session  
Reports:  
R-1 July 15, 2014 Report from Chris Cvik, Chief Administrative Officer regarding Sub-regional Water  
Function and Sub-regional Septage Handling Function  
R-2 Building Bylaw No. 1996, 2011  
New Business:  
NB-1 Oath of Office  
NB-2 Electoral Area Manager  
Diary:  
Adjournment:

CARRIED.

ADOPTION OF MINUTES:

M-1  
Special EADC Meeting  
Minutes of May 21, 2014

MOVED by Director Hadland, SECONDED by Director Schembri,  
That the Special Electoral Area Directors' Committee minutes of May 21, 2014 be adopted.  
CARRIED.

**August 14, 2014**

ADOPTION OF MINUTES (CONTINUED):

M-2  
EADC Meeting Minutes of  
June 19, 2014

MOVED by Director Schembri, SECONDED by Director Hiebert,  
That the Electoral Area Directors' Committee minutes of June 19, 2014 be adopted.

CARRIED.

BUSINESS ARISING:

BA-1  
D-1 - June 19, 2014 Meeting  
School Districts 59 and 60

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the Electoral Area Directors' Committee recommends to the Regional Board that Directors and PRRD staff be authorized to meet with representatives from both School District No. 59 and School District No. 60 to coordinate a presentation to be made to the appropriate ministers during this year's Union of BC Municipalities convention regarding future funding concerns for the school districts in both the North and South Peace.

CARRIED.

CORRESPONDENCE:

C-1  
Invitation to ALC Act  
Consultation Session

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the Electoral Area Directors' Committee recommends to the Regional Board that Electoral Area Directors be authorized to attend the *Agricultural Land Commission Act* Consultation Session scheduled for Thursday, July 31, 2014, from 11 a.m. to 1 p.m. at the Pomeroy Hotel, Fort St. John, BC.

CARRIED.

REPORTS:

R-1  
Sub-regional Water Function  
and Sub-regional Sewage  
Handling Function

MOVED by Director Hiebert, SECONDED by Director Schembri,  
That the Electoral Area Directors' Committee recommends that Regional Board support the creation of a sub-regional water function that includes all four electoral areas within the service area.

CARRIED.

MOVED by Director Hiebert, SECONDED by Director Schembri,  
That Electoral Area Directors' Committee recommends that the Regional Board supports the creation of a sub-regional sewage function that includes all four electoral areas within the service area.

CARRIED.

MOVED by Director Goodings, SECONDED by Director Schembri,  
That Electoral Area Directors' Committee recommends that the Regional Board supports the use of the Alternative Approval Process (AAP) for the creation of the sub-regional water function and sub-regional sewage function.

CARRIED.

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the July 15, 2014 report from Chris Cvik, Chief Administrative Officer regarding a Sub-regional Water Function and a Sub-regional Sewage Handling Function be forwarded to the Regional Board for consideration and support.

CARRIED.

NEW BUSINESS:

NB-1  
Oath of Office

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the Electoral Area Directors Committee recommend to the Regional Board that staff bring forward for consideration an amended Oath of Office to include a fifth statement as follows:  
"5. I understand and support the federation concept of regional districts."

CARRIED.

NB-2  
General Manager, Electoral  
Area Admin Position

The Directors discussed the proposed manager position for the Electoral Area Directors in length. Following are some of the proposed duties and role that this position would encompass:

- research and analysis of legislation, policies, bylaws;
- advocate on behalf of the Directors;
- liaise between Directors and Regional District staff;
- represent the Directors at high-level meetings;
- negotiate agreements on behalf of the Directors;
- plan and coordinate Director activities;
- the level of management this position should be;
- provide input to the senior management team;
- prepare a strategic plan for the Directors.

It was agreed that the directors would review the information in the handout and prepare a list of priorities to be presented to the next Electoral Area Directors' Committee meeting for further discussion.

DIARY:

Item 1)  
LED Speed Signs

MOVED by Director Hadland, SECONDED by Director Schembri,  
that Item 1 - LED Speed Signs, be removed from the Diary.

CARRIED.

Item 2)  
Fracking

MOVED by Director Hadland, SECONDED by Director Schembri,  
That Item 2 - Fracking, be removed from the Diary.

CARRIED.

Adjournment

MOVED by Director Hadland, SECONDED by Director Hiebert,  
That the meeting adjourn.

CARRIED

The meeting adjourned at 1:40 p.m.

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Karen Goodings, Chair

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Barb Coburn, Recording Secretary



# Peace River Regional District

R-1

## R E P O R T

|              |  |
|--------------|--|
| <b>TO:</b>   | Chair and Directors - Electoral Area Directors' Committee                |
| <b>FROM:</b> | Director Leonard Hiebert   |
| <b>DATE:</b> | July 23, 2014  |
| <b>RE:</b>   | Attendance at the Federation of Canadian Municipalities (FCM) Conference |

I attended the above-noted conference on May 29 to June 2, 2104 in Niagara Falls, Ontario. As this was my first experience at FCM I attended 3 workshops, one study tour and listened to a few keynote speakers.

On Friday I attended a study tour called "Happy Trails to You". It was a tour of walking trails in an urban setting and extending through some Carolinian Forest. We saw an assortment of Ash trees along the trails and the guide explained how they are trying to leave creeks wind naturally. It is when we try to manipulate the natural flow of water that problems arise.

The first keynote was Justin Trudeau. His main topic was that the federal government should put the money into the hands of the local government a lot quicker from the New Building Canada Fund. Although this is a definite positive, getting it there seemed to be a stumbling block.

On Saturday I first attended the resolutions plenary followed by the "How local governments can access the New Building Canada Fund". Although this was a very interesting session it seemed it was geared for cities or municipalities with a population of 50,000 or higher.

Next I attended a workshop on "raising more money without raising taxes". This was an interesting session with speakers from the city of Toronto and a councillor from Nanaimo. It was suggested using names on buildings to add a line of annual revenue. When asked how this specific topic would be able to raise money in rural areas, they commented it would be very difficult as there are not a lot of buildings that generate income from advertising; e.g., Encana Center. If more information would be requested we can contact Brent Barotes from Partnership group, Sponsorship Specialists.

On Sunday we started with the AGM and elections. Following this session I attended another session with keynote speaker Rick Mercer. Although Rick had us laughing a lot, he also reminded us of how important it was to vote and bring our concerns to our local government. Following this we had the election of board of directors and Regional Chairs. In the evening there was a reception called "An Enchanted Evening- Gala Reinvented". There was not a lot of business talk at this event but more of a social event where you got to physically meet different representatives from across Canada.

During the FCM they asked me if I would join the Hometown Champion Campaign, I did join and below I posted the first correspondence I had with them to help you understand what will be going on in the next year with FCM.

August 14, 2014

Hometown Champion, we need your help!

Dear Leonard Hiebert,

It was great to connect with you in Niagara – thank you for bringing your voice to the Hometown Champions campaign. With your help, we'll ensure that local issues will be front and centre in Election 2015.

Your knowledge, experience, and networks are the greatest assets of this campaign. You know your community. You understand the issues. You know how to get things done. In the coming months, we will be working with you to design a grassroots election strategy that will influence Parliament and make waves around the country.

I really enjoyed this experience; meeting new people, having discussions about topics that have impacted different communities and the challenges that we all face in the coming year.

Thanks again for this opportunity,

Leonard Hiebert  
Director, Electoral Area 'D'

August 14, 2014



# Peace River Regional District REPORT

To: Electoral Area Directors Committee

Date: July 23, 2014

From: Bruce Simard, General Manager of Development Services

Subject: **Building Bylaw**

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## RECOMMENDATION(S):

1. That the EADC recommends that a public information campaign of at least 30 days be conducted before Building Bylaw No. 2131, 2014 comes into force and effect.
2. That the EADC recommends a review of the building bylaw fee schedule in 2015.
3. That the EADC recommends a review of regional services in 2015, for which sustainable financing will require development cost charges.
4. That the EADC recommends forwarding this report to the Regional Board and that the Regional Board adopt Building Bylaw No. 2131, 2014. *{with delayed implementation to allow for an information campaign}*

## BACKGROUND/RATIONALE:

Following from recommendations of the Special EADC meeting of May 21, 2014 the Regional Board resolved as follows: (June 12, 2014)

RD/14/06/11

MOVED by Director Schembri, SECONDED by Director Hadland,

- a) That the content of "Building Bylaw No. 1189, 1999" be re-instated, under a new name and number; and
- b) That Resolution No. RD/13/11/11, as follows:  
"That a referendum question be prepared for the next election in each of the Regional District Electoral Areas as follows:  
'Do you want the Peace River Regional District to establish a building inspection bylaw complete with inspection services?'"  
be rescinded.

**CARRIED.**

A draft Building Bylaw No. 2131, 2014 has been prepared, based on previous Bylaw No. 1189. Administrative and legislative changes have been made based on a legal review.

Staff Initials:

Dept. Head: *Bruce Simard* CAO:

**August 14, 2014**

*Ch. Birk*

Page 1 of 3

Both draft Building Bylaw No. 2131, 2014 and former Bylaw No. 1189 are attached for direct comparison.

- Text in red on Bylaw 2131, 2014 shows changes and amendments with regard to Bylaw No. 1189.
- Text in blue on Bylaw No. 1189 shows sections that have been removed for administrative and legislative purposes.

### Legal Review

The PRRD lawyer confirms that there is no authority in the Local Government Act for the “mandatory-voluntary” framework of the bylaw and that it may be at risk of challenge.

Section 2.6.3 has been amended to attempt to ensure that those who volunteer to obtain a building are bound by all requirements of the bylaw and cannot opt out after obtaining a building permit. This is a risk mitigation measure recommended by our lawyer.

### Next Steps

- Upon satisfactory review of draft Building Bylaw No. 2131, 2014 by EADC, the bylaw can be recommended to the Regional Board for implementation.
- Upon adoption of draft Building Bylaw No. 2131, 2014, current Bylaw No. 1996 will be repealed. This will effectively void the constraining resolution of November 28, 2013 because Bylaw No. 1996 will no longer apply:

RD/13/11/31 (28)

MOVED by Director Nichols, SECONDED by Director Christensen,

That the Regional Board only enforce Peace River Regional District Building Bylaw

No. 1996, 2011 as follows:

for those permits issued before November 14, 2013, and for those that request to obtain a permit.

- An information campaign is recommended prior to “turning on” Building Bylaw No. 2131, 2014. The purpose would be to advise the public about the updated status of building inspection in the PRRD. This can be accomplished by including a specific date (after bylaw adoption) upon which the bylaw comes into force and effect, thus allowing time for the information campaign. This would not be a consultation activity. At least 30 days is recommended for the information campaign period.

### **STRATEGIC PLAN RELEVANCE:**

### **FINANCIAL CONSIDERATION(S):**

August 14, 2014



## OTHER CONSIDERATION(S):

### Fees:

The fee schedule transferred from Bylaw No. 1189 is 16 years old and should be reviewed and updated to reflect the current cost of construction and the cost of providing the service. It is recommended to review the fee schedule in 2015.

### Rapid Resource Development and Community Growth:

In January 2014, administration provided a report outlining the negative consequences of not having building inspection. As a reminder, that report is attached for information and consideration. It is expected that rapid expansion in resource development over the next 5-10 years will bring rapid community growth to the region, including all the challenges of appropriate land use management. ***Building inspection is a critical instrument in the proactive planning and management of land use and mitigation of conflicts*** that inevitably arise in an environment of rapid growth.

### New Regional Services:

In addition to the matters mentioned in the January 2104 report the Board has also recently adopted a Regional Parks & Trails Plan, and is initiating a regional service for the provision of water and sewer. These essential services require responsible long term financing to accommodate growth. Development cost charges are the mechanism to collect the funds from new development for the additional burden on the systems, required for future system upgrades. Financial sustainability of these systems and the legislated imperative of capital asset management will dictate this requirement. Building inspection is the critical point for collection of these necessary funds.



Peace River Regional District  
REPORT

To: Regional Board

From: Fred Banham, CAO  
Bruce Simard, GM of Development Services

**Subject: Building Bylaw Service**

Date: December 31, 2013

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Building inspection is a Public Service to benefit property owners, their neighbours and their neighbourhoods.

The Peace River Regional District building bylaw gets its authority from the Provincial Government. The building bylaw is legislation that provides the legal authority and creates the limitations for a public service that identifies and monitors development; sites (locates) development; monitors and controls land use activities; inspects new construction to BC Building Code standard; and monitors structural weight, load and design construction to ensure that safety has been considered for human occupancy. It is a service to ensure the integrity and safety of all building types and structures that will usually last many decades. "*Build it right the first time*" is a time honored and highly valued principle. Very few owners are building experts, able to assess whether standards are being met. Building inspection is a cost effective service to ensure building standards are met, for the vast majority of owners that are not building experts. Safety is especially important when the public and workers come into a building.

In addition, the building permit process is widely used as a trigger mechanism for many other applications both government related and non-government related to assist in identifying, valuing and tracking development that over time benefits both the current and future property owners of all property.

Examples of government related triggers would be siting of a new building on a property within the setback limitations identified in the Peace River Regional District (PRRD) zoning bylaw; or, the proposed development of a new structure like a truck shop in a residential neighbourhood. The Provincial Government uses building permit statistics to assist in monitoring regional and provincial growth. Other government agencies like School Districts use building permits to monitor development areas and to trigger the siting of schools along with School Site Acquisition Charges. BC Assessment uses building permits to identify new assessment for the assessment role ensuring that everyone is paying their equal share of property tax.

Examples of non-government agencies utilizing the building inspection service to assist in the delivery of their service include financial institutions that release banking funds based upon an independent, unbiased government agency specified inspection process, realtors and conveyance lawyers proving minimum adherence to BC Building Code standards, surveyors in preparing real property reports, and insurance adjusters in assisting in insurance claims just to name a few.

**BACKGROUND:**

Staff Initials:

Dept. Head:

CAO: 

Page 1 of 6

August 14, 2014

At the November 14, 2013 meeting the Board resolved as follows:

RD/13/11/38

*That the report that staff produced that indicated ramifications of repealing the Building Bylaw No. 1996, 2011 be expanded upon to provide details on the impacts; and that the report be brought forward to the January 9, 2014 Board meeting for consideration.*

At the November 28, 2013 meeting the Board approved the following resolution:

RD/13/11/31 (28)

*That the Regional Board only enforce Peace River Regional District Building Bylaw No. 1996, 2011 as follows:*

*for those permits issued before November 14, 2013, and  
for those that request to obtain a permit.*

Upon reconsideration at the December 2, 2013 meeting, the Board defeated the adoption of the bylaw which repealed Building Bylaw 1996, 2011, which brought the building bylaw back into force. However, application of the building bylaw is constrained by the Board's November 28 resolution that essentially made participation in the bylaw voluntary from December 2 onward. This condition of a voluntary application of the building bylaw continues to have a detrimental effect on other PRRD initiatives, as if the building bylaw were repealed, as outlined in the November 6, 2013 report from the CAO.

This report provides further detail of the detrimental effects of not enforcing the building bylaw service.

## **1. Development Permits**

Development permits are an instrument that allows the Regional District to require supplementary land use conditions for specific purposes. The primary trigger for activating these requirements is an application for a building permit. Without a building permit the planning objectives of the development permits are not triggered and cannot be enforced once new construction occurs with no development permit.

The development permits and their purposes are listed below:

### **North Peace Fringe Area OCP**

#### **Commercial DPA No. 1**

"Commercial Development Permit Area No.1 aims to ensure that any commercial development is in keeping with the community's expectations and that:

- a) the development has a visual quality that enhances the areas general appearance, including appropriate screening and landscaping to minimize the impacts on adjoining parcels; and
- b) the development offers safe and efficient access to all users."

The primary planning goals achieved through these requirements are landscape buffers facing the main highways, landscape buffers separating commercial from residential and agricultural land, general appearance requirements, location of parking, and requirements that yard lighting does not affect adjacent properties.

#### **Industrial DPA No. 2**

**August 14, 2014**

“Industrial Development Permit Area No.2 aims to ensure that industrial development is in keeping with the community’s expectations that:

- a) the development has a visual quality that enhances the area’s general appearance, including appropriate screening and landscaping to minimize the impacts on adjoining parcels;
- b) the industrial development offers safe and efficient access to all users.”

The planning goals are very similar to the commercial DPA in promoting requirements for landscape buffers facing the main highways, landscape buffers separating industrial from residential and agricultural land, general appearance requirements, location of parking, and requirements that yard lighting does not affect adjacent properties.

#### Charlie Lake DPA No. 3

“The Charlie Lake Development Permit Area No. 3, aims to ensure that future development along the Charlie Lake shoreline is in keeping with the community’s expectations that:

- a) the water quality of Charlie Lake is improved and preserved;
- b) a balance be found, between the preservation of ecological resources and the desire to develop lakeshore lots around Charlie Lake; and
- c) Charlie Lake is ultimately a public resource and should be accessible to all who use and enjoy it.”

These planning objectives are achieved by the application and enforcement of the Lakeshore Development Guidelines. This is a policy well supported and vigorously advocated for Charlie Lake by local residents and can be traced back to the very reason the Charlie Lake Sewer System was established.

#### Agriculture Development Permit No. 4

“This OCP recognizes agriculture as an integral part of the rural landscape and a major contributor to the local area economy and a critical food source and attempts to protect it from conflicting encroachment. Most lands in the Agriculture designation are within the ALR and are subject to the *ALC Act* and the *Farm Practices Protection Act*, and thus this OCP aims at ensuring these lands are utilized for long term food production. *Buffering in accordance with the ALC’s “Landscape Buffer Specifications”, March 1993, and is recommended as a guide to help protect agriculture and for planning buffers between agricultural and non-agricultural uses.”*

#### Old Fort Development Permit Area No. 5

“These properties have steep river banks or unstable creek banks, which may be vulnerable to flooding, slope instability, erosion, or landslides. These identified parcels may also be subject to storm water drainage or lagoon wall failure or other hazards. There has been a demonstrated need to ensure that all hazards to persons and property are eliminated through the control of the location and nature of the development.”

In this planning objective site specific requirements are established which could include geotechnical assessment and precise survey for building setbacks from the top of banks, all in the interest of long term public safety.

### Swan Lake Development Permit Area

“The purpose of this development permit area is to maintain a majority of undeveloped lakeshore areas which is necessary to sustain existing environmentally sensitive areas and wildlife habitat. As per the Peace River Regional District Lakeshore Development Guidelines, a maximum development perimeter of 30% has been established for this Limited Development designated Lake, which leaves only 4% of the lake perimeter available for development. “

These planning objectives are achieved through the application and enforcement of the Lakeshore Development Guidelines. This is another policy well supported and vigorously advocated for Swan Lake by the local residents.

## **2. Zoning Bylaw Compliance**

Confirming that a proposal meets the requirements of zoning regulations is an essential step in the review of building permit applications. Without this initial assessment through the building permit process there is a highly increased likelihood that buildings will be constructed contrary to zoning regulations, which will then result in non-compliance and enforcement problems.

Recent examples include: building more homes on a property than allowed; locating a building too close to property lines – resulting in exterior decks and eaves encroaching over property lines; building accessory structures larger than permitted; constructing buildings for uses not permitted.

The building permit process provides the initial step for a review of proposals to ensure that zoning regulations and the land use management objectives of the Regional District are upheld. This supports Regional District policies, community objectives, and provides a valuable service to land owners, with assistance and information to meet zoning requirements. Enforcement of PRRD regulations has been a dominant theme throughout the development of three very recent Official Community Plans. Without this early step in the construction process, many things can and have gone wrong that result in costly, time consuming and controversial enforcement proceedings.

## **3. Development Cost Charges (DCCs)**

The Charlie Lake Sewer system will be undergoing a substantial upgrade over the next couple years. To properly finance future expansion resulting from expected growth, the Board has directed that a scheme of Development Cost Charges be established for the additional burden that new development will inevitably put on the system.

Development Cost Charges are calculated in terms of equivalent “development units” (DUs) for each category of development. Collection of DCCs is triggered by application for a building permit because the specific DUs can only be calculated when the size and scope of a development is determined.

Without building permits to trigger the calculation and collection of DCCs, the Charlie Lake Sewer System risks underfunding to accommodate expansion required by the additional burden expected from growth.

## **4. Industrial Development (Assessment & Work Camps)**

August 14, 2014

It is expected that there will be significant and rapid industrial development throughout the region, such as: gas plants, compressor stations, wind-farms, industrial shops, work camps, etc. These projects represent multimillions of dollars of investment in the region. It has been and continues to be a concern of the Regional District to know where and when major projects are constructed. This is important to know with regard to potential impacts and opportunities for the region and communities.

Since the Regional District provides building permit reports to the BC Assessment Authority, the requirement for a permit also triggers awareness of a project for BC Assessment to ensure that it is captured in the assessment. Making sure that all development is captured in the regional assessment, helps pay for services, supports the Fair Share program and ensures that individual people don't pay more than their share of property taxes.

Building permits provide a timely and accurate way to ensure that development is included in the regional assessment, which otherwise tends to be very hard for BC Assessment to find because there is no equivalent mechanism for them to become aware of all development.

Another result of the rapid industrial development is the incidence of work camps. Following from a major research report and inter-agency workshop conducted in 2013, the Regional District and member municipalities have expressed major concerns about the impacts of fragmented management of worker camps. There are concerns that the troubles experienced in Fort McMurray could also occur here, if proactive measures are not taken. A primary concern is tracking the location and size (number of persons) of worker camps, so as to be prepared or respond to any potential burdens they would have on the local area and nearby communities. There is no single agency that is responsible for oversight of work camps, thus an accurate and ongoing comprehensive record of the location and size of all work camps is not available.

If building permits were required, then the Regional District would be able to record the location and size of work camps as they were installed. The building permit tool is the only central mechanism that could conceivably capture all work camps.

## **5. School Site Acquisition Charges (SSAC)**

School District #60 (North Peace) is expected to experience challenging expansion pressures concurrent to the expanding economy of the area. Prior to supporting capital infrastructure development the Provincial Government requires local commitment to funding a portion of the cost. This is achieved through a charge on new residential development to collect funds for acquiring land for new school sites.

In 2011 the PRRD supported a scheme by SD# 60 to collect SSAC on new residential development for the collection of funds for new school sites. The primary trigger for collection of these funds would be issuance of a building permit.

Without a building permit to trigger collection of the necessary regional contribution the school district would be severely hampered (if not disqualified) in its ability to obtain provincial support to develop new school sites in response to rapid growth.

Note: With the impact of the Montney Shale development in the South Peace, SD# 59 (South Peace) is also considering the need for a SSAC.

## **6. Rural Fire Protection Services**

August 14, 2014

The PRRD directly provides rural fire protection services in the Charlie Lake/Grandhaven communities and partners with both municipalities and fire protection societies to provide fire protection services to approximately two thirds the rural residential population. In addition to structural safety, a primary goal of building standards is preventing fires. The building inspection service insures a minimum safe construction standard has been achieved for all new construction, as well as identifying the number of buildings on a property to ensure they conform to a set standard based upon the use of land and location. While building inspection has not been an issue for fire departments in the past, as there has been building inspection in place, it could be a reason to not want to provide fire protection services in the future because there has been no government oversight of all new construction.

## **7. Fire Safety – Firefighter Safety**

Where fire protection is provided it is expected that buildings are safe and built to a minimum standard - the BC Building Code dictates that standard including fire proofing and fire suppression where required. The Building Inspection service ensures that fire code requirements are considered during construction and not afterwards, for greater public good. Public assembly buildings need to ensure public safety and emergency response personnel need to be assured that a minimum construction standard for safety has been met.

## **8. Community Grants**

It has been past practice to ensure that any project where public dollars (local government grants) are provided to a community group that the structures and facilities are fit and safe for human occupation, which means meeting the minimum building code standards. As a matter of public record, the only way to track safety for public occupancy is through local government building inspection.

## **9. PRRD Risk Management**

The PRRD has a mandate authorized under Provincial supplementary letters patent authorizing the service of building inspection. Legal opinion has told us that when a Regional District has the authority to provide a service, it is also liable to ensure that service is available and enforceable to those who contribute and benefit from the service. In providing a full range of building inspection services that risk of liability is reduced significantly by the standard of care provided. In scaling back government oversight of the service, the exposure to liability is increased. Under today's voluntary building inspection service the liability is significantly more than it was in say September or October when building inspection was required of all new construction.





**PEACE RIVER REGIONAL DISTRICT**

**BUILDING BY-LAW NO. 2131, 2014**

**August 14, 2014**



## CONTENTS

Page

### **PART 1 - DEFINITIONS**

|     |                   |     |
|-----|-------------------|-----|
| 1.1 | Definitions ..... | 1-3 |
|-----|-------------------|-----|

### **PART 2 - INTERPRETATION AND SCOPE**

|     |  |     |
|-----|--|-----|
| 2.1 | Application .....                              | 3   |
| 2.2 | Warranty or Representation .....               | 3   |
| 2.3 | Owner's Responsibility .....                   | 4   |
| 2.4 | Conformity with Building Code and By-law ..... | 4   |
| 2.5 | General Prohibitions.....                      | 4-5 |
| 2.6 | Exceptions and Requirements .....              | 5   |

### **PART 3 - ADMINISTRATION**

|     |                                 |   |
|-----|---------------------------------|---|
| 3.1 | Administration of By-law.....   | 6 |
| 3.2 | Refusal to Issue a Permit ..... | 6 |
| 3.3 | Correction Orders .....         | 6 |
| 3.4 | Right of Entry .....            | 6 |
| 3.5 | Identification.....             | 6 |

### **PART 4 - APPLICATION, PERMITS AND FEES**

|     |   |      |
|-----|---|------|
| 4.1 | Separate Application for each Building or Structure ..... | 7    |
| 4.2 | Form of Application .....                                 | 7    |
| 4.3 | Building Permit Fee.....                                  | 7    |
| 4.4 | Issuance of Permit .....                                  | 8    |
| 4.5 | Conditions of a Permit.....                               | 8    |
| 4.6 | Permit Expiration.....                                    | 8    |
| 4.7 | Extension After Expiry Date .....                         | 9    |
| 4.8 | Permit Revocation.....                                    | 9    |
| 4.9 | Requirement for Professional Designer.....                | 9-10 |

### **PART 5 - DELAYED DEMOLITIONS**

|     |                           |    |
|-----|---------------------------|----|
| 5.1 | Demolition Agreement..... | 10 |
|-----|---------------------------|----|

**August 14, 2014**

**PART 6 - INSPECTIONS**

|     |                               |    |
|-----|-------------------------------|----|
| 6.1 | Inspection Schedule.....      | 11 |
| 6.2 | Reinspection Fee .....        | 11 |
| 6.3 | Special Inspection Fees ..... | 12 |
| 6.4 | Stop Work Order .....         | 12 |
| 6.5 | Survey Certificate.....       | 12 |
| 6.6 | Completion Inspections.....   | 13 |

**PART 7 - TEMPORARY BUILDINGS**

|     |   |    |
|-----|---|----|
| 7.1 | Requirement for a permit .....              | 14 |
| 7.2 | Expiry of a temporary building permit ..... | 14 |

**PART 8 - DEMOLITIONS**

|     |                                   |    |
|-----|-----------------------------------|----|
| 8.1 | Requirements for demolition ..... | 15 |
| 8.2 | Refund of demolition fee .....    | 15 |

**PART 9 - VIOLATIONS**

|     |                  |    |
|-----|------------------|----|
| 9.1 | Violations ..... | 15 |
| 9.2 | Penalty.....     | 15 |

**PART 10 - GENERAL PROVISIONS**

|      |                    |    |
|------|--------------------|----|
| 10.1 | Severability ..... | 16 |
| 10.2 | Repeal .....       | 16 |
| 10.3 | Transition .....   | 16 |
| 10.4 | Schedules .....    | 16 |
| 10.5 | Citation.....      | 16 |

SCHEDULE 'A'      Mandatory Building Permit Area

SCHEDULE 'B'      Permit Fees and Charges

SCHEDULE 'C'      Demolition Agreement

SCHEDULE 'D'      Estimated Construction Value

**August 14, 2014**

**PEACE RIVER REGIONAL DISTRICT  
By-law No. 2131, 2014**

The Building By-law of the  
Peace River Regional District

WHEREAS Section 694 of the *Local Government Act* authorizes the Peace River Regional District to regulate construction, alteration, repair and demolition of buildings and other structures, for the health, safety and protection of persons and property;

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

AND WHEREAS it is deemed necessary to provide for the administration of the building code and the zoning by-laws;

NOW THEREFORE the Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

**PART 1**

**DEFINITIONS**

**1.1 Definitions**

1.1.1 In this By-law:

"agent"

includes a person representing the owner by written consent;

"Building Code"

means the British Columbia Building Code established by regulation under the Local Government Act, as amended from time to time;

"Building Inspector"

means the person appointed by the *Regional Board* to administer this By-law and includes, for the purposes of Section 6.4 of this By-law, the Administrator, Deputy Administrator or the Manager of Development Services for the Regional District;

"construction"

includes build, erect, install, repair, alter, add, enlarge, locate, relocate, move, reconstruct, demolish, remove, excavate and shore, and includes installing or replacing plumbing systems, chimneys, fireplaces and solid-fuel burning appliances including the fittings and accessories thereto;

"estimated construction value"

means the estimated market value of *construction*, which is subject to a *permit*, based upon available *construction* cost data for materials and labour and where such values are tabulated in Schedule 'D' forming a part of this By-law;

"manufactured home"

means any *structure* containing one single-family dwelling whether ordinarily equipped with wheels or not that is designed, constructed, or manufactured to be moved from one place to another by being towed or carried but does not include

**August 14, 2014**

travel trailers, campers, or other vehicles which are exempt from the provisions of the Manufactured Home Act;

"permit"

means permission or authorization in writing by the *Building Inspector* under this By-law to perform work regulated by this By-law and is inclusive of references to a building permit, plumbing permit, demolition permit, moving permit or temporary building permit;

"professional design"

means the plans and supporting documents bearing the seal and/or stamp of the *professional designer*;

"professional designer"

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

"professional field review"

means the inspection of *construction* for which a *permit* under this By-law has been issued, by or under the supervision of a *professional designer*, in order to ensure that the *construction* complies with the *permit* and the *Building Code*, and includes certification of compliance by the *professional designer*;

"Regional Board"

means the Regional Board of the Peace River Regional District;

"Regional District"

means the Peace River Regional District and includes those lands and surfaces of water, which comprise the Peace River Regional District;

"stop work notice"

means a notice in writing, issued in accordance with Section 6.4 this By-law;

"structure"

unless prescribed by regulation as exempt from the *Building Code*, means a *construction* or portion thereof of any kind, whether fixed to, supported by, or sunk into land or water, but specifically excludes landscaping, paving, a retaining wall, signs and a fence;

"working day"

means any of the following, Monday, Tuesday, Wednesday, Thursday, or Friday that is not a statutory holiday in BC.

## PART 2

## INTERPRETATION AND SCOPE

### 2.1 Application

2.1.1 This By-law applies to all parts of the Regional District not within a municipality.

2.1.2 This By-law is enacted to set standards in the general public interest.

2.1.3 The activities undertaken by or on behalf of the *Regional Board* pursuant to this

**August 14, 2014**

By-law are for the sole purpose of providing a limited and interim spot checking function for reasons of public health and safety.

## 2.2 Warranty or Representation

- 2.2.1 Neither the issuance of a *permit* under this By-law, the review and approval of the plans and supporting documents, nor inspections made by the *Building Inspector*, shall in any way constitute a warranty or representation that the *Building Code* or this By-law 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 By-law.
- 2.2.2 It is not contemplated nor intended, nor does the purpose of this By-law extend to:
- (a) the protection of owners, owner/builders or builders from economic loss;
  - (b) the assumption by the *Regional Board* of any responsibility for ensuring the compliance by the owner, his representative or any employees, contractors or design professionals retained by him, with the current edition of the British Columbia *Building Code*, the requirements of this By-law or any other applicable codes or standards;
  - (c) the providing to any person of a warranty of design or workmanship with respect to any building or *structure* for which a building *permit* is issued under this By-law; or
  - (d) the providing of a warranty or assurance that *construction* undertaken pursuant to building *permits* issued by the Regional District is free from latent or any defects.

## 2.3 Owner's Responsibility

- 2.3.1 It shall be the responsibility of the owner to:
- (a) carry out the work authorized by a *permit*, or have the work carried out, in accordance with the requirements of the *permit*, the *Building Code*, this By-law and the other by-laws of the Regional District and neither the issuance of a *permit* under this By-law, the review and approval of plans and supporting documents, nor inspections made by the *Building Inspector*, shall relieve the owner from this responsibility;
  - (b) ensure that a building *permit* is obtained prior to commencing *construction*, pursuant to the requirements of this By-law;
  - (c) ensure that requests for inspection are made to the *Building Inspector* for the required inspections as set out in this By-law; and
  - (d) ensure that prior to making an application for a building *permit* the owner shall determine the *Building Inspector's* requirements for such an application and ascertain the applicable zoning regulations of the Regional District.

## 2.4 Conformity with Building Code and By-law

August 14, 2014

2.4.1 No building or *structure* shall be constructed except in conformity with the requirements of the *Building Code* and this By-law.

2.4.2 Section 2.4.1 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.

## 2.5 General Prohibitions

2.5.1 No person shall:

- (a) commence or continue any work or *construction* of any building or *structure* without a *permit*, where the work or *construction* occurs within the area outlined in Schedule 'A' which forms a part of this By-law;
- (b) place a *manufactured home* upon a foundation without a *permit* where the work or *construction* occurs within the area outlined in Schedule 'A' which forms a part of this By-law;
- (c) unless authorized by the *Building Inspector* in writing, reverse, alter, deface, cover, remove or in any way tamper with a *construction* site identification card, stop work order card, notice or certificate posted on or affixed to a building or *structure* pursuant to a provision of this By-law;
- (d) do any work at variance with the description, plans or specifications for the building, *structure* or work for which a *permit* has been issued, unless the *Building Inspector* has authorized the changes in writing;
- (e) interfere with or obstruct the entry of the *Building Inspector* in the administration of this By-law;
- (f) erase, alter or modify structural drawings or specifications after they have been reviewed by the *Building Inspector*, or structural drawings or specifications which have been filed for reference with the *Building Inspector* after the *permit* has been issued;
- (g) submit false or misleading information in relation to a *permit* or an application for a *permit* under this By-law;
- (h) occupy or use any building contrary to the terms of any *permit* issued or any notice given by a *Building Inspector*; or
- (i) violate any provision of this By-law by the doing of anything prohibited herein or by failing or omitting to do anything required by this By-law to be done.

## 2.6 Exceptions and Requirements

2.6.1 No *permit* is required for the following:

- (a) a temporary on-site *construction* trailer for a project being constructed under valid *permits*;
- (b) farm buildings;

August 14, 2014

- (c) *construction*, alterations or repairs with an *estimated construction value* not exceeding \$2,500;
  - (d) the *construction* or placement of a building having a floor area of less than 11 square metres;
  - (e) a garden shed, tool shed or greenhouse having a floor area not exceeding 20 square metres; or
  - (f) the repairing or replacement of plumbing fixtures unless the repair includes an extension, relocation, or addition of fixtures, such as installing a new bathroom or relocating a kitchen.
- 2.6.2 Notwithstanding Section 2.6.1(c) no work or *construction* shall commence or continue which involves a building intended as a dwelling unit except in accordance with a valid *permit* which has been issued by the *Building Inspector* pursuant to this By-law.
- 2.6.3 Persons undertaking *construction* regulated by this By-law that is outside the area outlined in Schedule 'A' may apply for and obtain a *permit* for such *construction* pursuant to this By-law, but are not required to do so. **For certainty, where a person makes a voluntary application for a *permit* under this Section and does not otherwise require a *permit* under this Bylaw, upon such application being made under this Section, this Bylaw, including all inspection and permit requirements, shall apply to the land and the building to which the application pertains as if the land and building were situated within the area outlined in Schedule 'A'.**

## PART 3

## ADMINISTRATION

### 3.1 Administration of By-law

3.1.1 The *Building Inspector* shall:

- (a) keep records of applications received, *permits* and orders issued, inspections and tests made, and retain copies of all papers and documents connected with the administration of this By-law; and
- (b) upon the application of the owner for a *permit*, establish whether any method or type of *construction* or material proposed to be used in the *construction* of any building conforms with the requirements and provisions of the *Building Code*.

### 3.2 Refusal to Issue a Permit

3.2.1 The *Building Inspector* may refuse to issue a *permit* where the proposed work will in the opinion of the *Building Inspector* contravene the requirements of the *Building Code*, the provisions of this By-law, other by-laws of the Regional District or the Local Government Act, or any restrictive covenant in favour of the Regional District.

### 3.3 Correction Orders

3.3.1 The *Building Inspector* may order, in writing, the correction or cessation of any

**August 14, 2014**

work which contravenes the *Building Code*, the provisions of this By-law or a building *permit*.

### 3.4 Right of Entry

3.4.1 The *Building Inspector* is authorized to enter on property at any time between the hours of 7:00 a.m. and 7:00 p.m. on any day in order to ascertain whether the requirements of this By-law are being met.

### 3.5 Identification

3.5.1 The *Building Inspector* shall carry identification issued by the Regional District identifying himself or herself as the *Building Inspector*.

## PART 4

## APPLICATIONS, PERMITS AND FEES

### 4.1 Separate Application for Each Building or Structure

4.1.1 Every building or *structure* 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 or *structure*, except for the following which may be considered together:

- (a) where a detached garage is to be constructed at the same time as a principal dwelling;
- (b) where multiple buildings or *structures* are proposed in association with:
  - (i) a condominium type development, or;
  - (ii) a multiple residential type development.

### 4.2 Form of Application

4.2.1 An application for a *permit* filed with the *Building Inspector* shall:

- (a) be made in the form prescribed by the *Building Inspector* for that purpose from time to time;
- (b) provide all information reasonably required by the *Building Inspector* to determine whether a building *permit* is issuable under this By-law; and
- (c) be signed by the owner or the owner's *agent*.

### 4.3 Building Permit Fee

4.3.1 Before receiving a *permit* for a building or *structure*, the owner shall first pay to the Regional District the appropriate permit fee as calculated in accordance with Schedule 'B' of this By-law.

4.3.2 One-half of the permit fee may be refunded when the owner has submitted a written request for a refund. This refund is subject to the following conditions:

August 14, 2014



- (a) the building *construction* has not commenced;
- (b) the *permit* has not expired;
- (c) no inspections have taken place; and
- (d) the provision of a refund will cause cancellation of the *permit*.

#### 4.4 Issuance of Permit

##### 4.4.1 Where:

- (a) a complete application has been made for a *permit*;
- (b) the proposed work set out in the application conforms with this and all other by-laws of the Regional District and the *Building Code*; and
- (c) the applicant for a *permit* has paid the fee set out in Schedule 'B' of this By-law,

the *Building Inspector* may issue a *permit* in the form prescribed by the *Building Inspector* for that purpose from time to time.

#### 4.5 Conditions of a Permit

- 4.5.1 After issuance of the *permit*, the applicant shall post a copy of the building *permit* in the form prescribed by the *Building Inspector* for that purpose, in a conspicuous place open to public viewing on the site for which the *permit* has been issued.
- 4.5.2 The applicant shall keep a copy of the reviewed plans and supporting documents on the parcel for which the *permit* has been issued.
- 4.5.3 A *permit* or an application for a *permit* that is in process shall not be transferred or assigned until the current owner or the new owner has notified the *Building Inspector* in writing and the *Building Inspector* has authorized the transfer or assignment in writing.
- 4.5.4 The review of drawings, specifications and plans and 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 in violation of this or another By-law.

#### 4.6 Permit Expiration

- 4.6.1 Subject to Section 4.7, a *permit* shall expire;
  - (a) when *construction* pursuant to the *permit* has not commenced within one year of the date of issuance; and
  - (b) when *construction* has been discontinued or suspended for a period of more than one year from the date of the last inspection undertaken by the *Building Inspector* or from the commencement of *construction*; and
  - (c) in any event three years after the original date of issuance.

- 4.6.2 When a *permit* has expired, no *construction* or other work may continue or commence until a new *permit* is issued or an extension has been approved.

#### **4.7 Extension After Expiry Date**

- 4.7.1 A *permit* may be extended for a period of not greater than one year from the date of expiry provided:
- (a) at least thirty days prior to the date of *permit* expiration the owner has written to the *Building Inspector* requesting to extend the *permit*; and
  - (b) the *Building Inspector* has approved the extension in writing.
- 4.7.2 Where an extension of a *permit* has been granted and the extension period has expired, a new application shall be made and permit fee paid with respect to the work required to finish the *construction*.

#### **4.8 Permit Revocation**

- 4.8.1 The *Building Inspector* may revoke a *permit* where:
- (a) there is a violation by the owner of a condition under which the *permit* was issued;
  - (b) there is a violation of a requirement of the *Building Code* or of this By-law;
  - (c) the *permit* was issued on a basis of incorrect information supplied by the owner; or
  - (d) in the opinion of the *Building Inspector* the results of tests on materials, devices, *construction* methods, structural assemblies or foundation conditions contravene the *Building Code* or the provisions of this By-law or both.

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

#### **4.9 Requirement for Professional Designer**

- 4.9.1 Where the *Building Inspector* determines that site conditions, size or complexity of a building or *structure* or building component warrant, the *Building Inspector* may require, at the owner's expense, a *professional design* and a *professional field review*.
- 4.9.2 Prior to the issuance of a building *permit*, where the *Building Inspector* requires a *professional design*, the owner shall submit letters of assurance, as outlined in the schedules of the *Building Code* to the extent that they deal with plan compliance, incorporating the assurances of the *professional designer* that the plans and supporting documents submitted with the application for a building *permit* conform with or exceed the *Building Code* and other applicable safety enactments.
- 4.9.3 After completion of *construction* but prior to occupancy of a building that is subject to *professional field review*, the owner shall submit letters of assurance pursuant to

**August 14, 2014**

the *Building Code* incorporating the assurances of the *professional designers* that:

- (a) the *professional field review* has been completed for all the applicable disciplines; and
- (b) the *construction* of the project conforms with the plans, specifications and related documents for which the building *permit* was issued.

4.9.4 A moved *structure* or *manufactured home* may only be placed subject to the following requirements:

- (a) For *manufactured homes* not displaying either a Z240 or A277 CSA certification stamp or which have been structurally altered, certification will be required from a professional engineer verifying that the building is safe for the use intended. The *Building Inspector* may be required to make a site inspection to verify CSA certification;
- (b) For placement of any moved *structure* having a floor area that is greater than 20 square metres, certification will be required from a professional engineer verifying that the building will be safe for the use intended following relocation.

## PART 5

## DELAYED DEMOLITIONS

### 5.1 Demolition Agreement

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

- (a) remove the existing dwelling; or
- (b) convert the existing dwelling to a non-residential use as permitted by zoning regulations, to the satisfaction of the *Building Inspector*.

5.1.2 Should the applicant not proceed with the options provided by Section 5.1.1(a) or (b) then the *Regional Board* is authorized to remove the pre-existing dwelling from the property and collect a rent charge for the costs of so doing, pursuant to the agreement as contained in Schedule "C" and executed between the applicant and the Peace River Regional District Board.

## PART 6

## INSPECTIONS

### 6.1 Inspection Schedule

6.1.1 An owner to whom a *permit* is issued pursuant to this By-law shall give at least two *working days'* notice to the *Building Inspector* in order to obtain inspection of the *construction* and receive permission to continue with permitted work:

- (a) after forms for the floor slab, footings and foundations are complete,

**August 14, 2014**

but prior to the placing of concrete;

- (b) after underslab plumbing is complete and while it is under test as required by the *BC Plumbing Code*;
- (c) after the foundations have been completed, which includes either concrete or preserved wood foundation and installation of perimeter drains and damp-proofing, but prior to backfilling against the building;
- (d) after granular base materials, polyethylene damp-proofing membrane and reinforcing steel (if applicable) has been placed for the installation of a concrete floor slab, but prior to placing of concrete;
- (e) before a plumbing system, building drain, sanitary or storm sewer or water service is covered. If any part of a plumbing system is covered before it is inspected and approved, it shall be uncovered if a *Building Inspector* so directs;
- (f) after framing and sheathing, all exterior doors, windows and roof membrane are completed, including the installation of flashing, fire-stopping, bracing, chimney and duct-work, rough wiring, gas venting, and rough plumbing but before the insulation, or other interior or exterior finish is applied which would conceal such work;
- (g) after the insulation and the vapour barrier are in place, but prior to the concealing of such work;
- (h) after the installation of any factory-built fireplace or solid fuel burning appliance and associated flue pipes or chimneys, but before any use of such appliance;
- (i) after the building has been completed and is ready for occupancy, but prior to actual occupancy, pursuant to the requirements of Section 6.6.

## 6.2 Reinspection Fee

6.2.1 Where it has been determined by the *Building Inspector* that due to non-compliance with the provisions of this By-law or due to unsatisfactory workmanship, more than two inspections are necessary at any particular stage of *construction*, the fee for each inspection after the second inspection of the same work shall be \$50.00.

## 6.3 Special Inspection Fees

6.3.1 For a required *permit* inspection which cannot be carried out during normal working hours and where there is a request to carry out such inspection outside of the hours during which the offices of the Regional District are normally open, the fee shall be \$90.00 for each hour or part thereof in which the *Building Inspector* is engaged in the inspection or travel related to the inspection.

## 6.4 Stop Work Order

6.4.1 The *Building Inspector* may order the cessation of work that is proceeding without  
**August 14, 2014**

or in contravention of a *permit* by posting a *stop work notice* on the property where such work is undertaken.

- 6.4.2 The owner shall within 48 hours of the posting of a *stop work notice* under Section 6.4.1 secure the *construction* and the lands and premises surrounding the *construction* in compliance with the safety requirements of every statute, regulation or order of the Province or of a provincial agency.
- 6.4.3 Subject to Section 6.4.2, no work other than the remedial measures required by the *Building Inspector* shall be carried out in respect of the building or *structure* in question until the *stop work notice* has been removed by the *Building Inspector*.
- 6.4.4 The *stop work notice* referred to in Section 6.4.1 shall remain posted on the premises until *construction* has been remedied to the satisfaction of the *Building Inspector*.

## 6.5 Survey Certificate

- 6.5.1 After the foundation of any building, the *construction* of which is authorized by *permit* pursuant to this By-law, has been placed and prior to constructing any portion of the building on the foundation, the owner shall submit for approval, where required by the *Building Inspector*, a plan prepared by a British Columbia Land Surveyor showing:

- (a) the shortest distances from the surfaces of the foundation to the parcel boundaries;

and where a building or *structure* is within a floodplain the plan shall also include:

- (b) the elevation of the underside of any floor system intended to be used for habitation or the storage of goods or equipment; and
- (c) confirmation that the *structure* is at an elevation and in a location that complies with setback and elevation standards as established by the Ministry of Environment.

All elevations shall be measured from geodetic datum.

## 6.6 Completion Inspections

- 6.6.1 A completion inspection is required for:

- (a) every building or *structure*, alteration or repair for which a *permit* has been issued, except for:
  - (i) a new single family dwelling; or
  - (ii) a new accessory building;
- (b) every existing building for which a *permit* has been issued.

- 6.6.2 Every request for a completion inspection shall be accompanied by the following information prior to a completion inspection being undertaken:

**August 14, 2014**

- (a) where required by the *Building Code* or this By-law, written certification by the owner, *agent* or *professional designer* that the building or applicable portion conforms to the approved plans and the requirements of this By-law; and
  - (b) such other information as may reasonably be required by the *Building Inspector* to ascertain compliance with this By-law.
- 6.6.3 The following specific reports shall be submitted to the *Building Inspector*, where applicable, prior to a requested completion inspection:
- (a) a “Contractor’s Material and Test Certificate”, once any sprinkler has been flushed, inspected, and tested to meet NFPA-13 standards;
  - (b) a certification by the installer of equipment regulated by NFPA 96 standards;
  - (c) a “Certificate of Verification” (or equivalent) together with the manufacturer’s “Inspection Report”, after the components of any fire alarm systems incorporating annunciator panels have been inspected and verified to meet the manufacturer’s specifications and the *Building Code*, and the whole system or applicable portion thereof has been tested by the manufacturer or installer;
  - (d) Province of British Columbia approval to operate public pools and spas;
  - (e) a survey certificate duly signed and sealed by a licensed British Columbia Land Surveyor.
- 6.6.4 Where seasonal weather conditions impact and a building is substantially complete except for works precluded by weather restrictions, the *Building Inspector* may provide a provisional completion inspection subject to the building being safe and fit for the use intended and conditional on the remaining works being completed and inspected within nine (9) months of the date of the provisional completion.

|               |                            |
|---------------|----------------------------|
| <b>PART 7</b> | <b>TEMPORARY BUILDINGS</b> |
|---------------|----------------------------|

**7.1 Requirement for a Permit**

- 7.1.1 A temporary building or *structure* shall not be placed or constructed except in accordance with this Section.
- 7.1.2 Subject to compliance with other applicable by-laws and the *Building Code*, the *Building Inspector* may, upon application, issue a *permit* for the erection or placement of a temporary building unless a *Building Inspector* is of the view that the building would not be safe for the use intended.
- 7.1.3 The word “temporary”, as used in this section, shall mean the period designated on the *permit*, but shall not exceed two (2) years from the date of the *permit*. A further two (2) year extension may be granted upon application.
- 7.1.4 Applications for a *permit* to construct a temporary building shall be made in the form prescribed by the *Building Inspector*, and accompanied by:

**August 14, 2014**

- (a) plans of sufficient detail to show complete compliance with Peace River Regional District by-laws, the *Building Code* and other applicable regulations, and shall include the location of the building on the site and *construction* details of the building;
- (b) a statement of the intended use and duration of the use;
- (c) the permit fee noted on Schedule 'B' to this By-law.

## 7.2 Expiry of Temporary Building Permit

- 7.2.1 Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the temporary building(s) or *structure(s)* have been removed and that all requirements under the conditions of the granting of the *permit* have been complied with.
- 7.2.2 Application for refund must be made within six (6) months of expiration of the *permit*.

## PART 8

## DEMOLITIONS

### 8.1 Requirements for Demolition

- 8.1.1 A *permit* shall be applied for and obtained where demolition is sought or required by by-law, or by regulation, for any building or *structure*.
- 8.1.2 The following conditions are required for issuance of a demolition *permit*:
  - (a) that arrangements are made for the proper disconnection, as appropriate, of all services and utilities to the property, prior to demolition;
  - (b) that public safety is protected prior to, during, and after the demolition pursuant to Part 8 of the *Building Code*;
  - (c) that removal of all demolition materials and foundations from the site, filling and leveling of excavations, and leaving the site in a safe and tidy manner is effected;
  - (d) that damages to utilities, services or adjoining properties and all liabilities during demolition shall remain the responsibility of the owner;
  - (e) that the completion of the above requirements shall be fulfilled within ninety (90) days of the date of issuance of a *permit* for demolition;
  - (f) payment of the permit fee as set out in Schedule 'B' as attached to this By-law.

### 8.2 Refund of Demolition Fee

- 8.2.1 Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that

**August 14, 2014**



the demolition has been completed and that all requirements under the conditions of the granting of the *permit* have been complied with.

- 8.2.2 Application for refund must be made within six (6) months of completion of the demolition.

## **PART 9**

## **VIOLATIONS**

### **9.1 Violations**

- 9.1.1 Every person who does anything that this By-law prohibits, fails or omits to do anything this By-law requires to be done, or who breaches any provisions of this By-law, commits an offence. Each day an offence continues shall be a separate offence.

### **9.2 Penalty**

- 9.2.1 Every person who commits an offence contrary to the provisions of this By-law is liable on summary conviction to the maximum penalty pursuant to the *Offence Act* in addition to the costs of the prosecution.

## **PART 10**

## **GENERAL PROVISIONS**

### **10.1 Severability**

- 10.1.1 If a section, subsection, paragraph, subparagraph or phrase of this By-law is for any reason declared invalid by a Court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this By-law.

### **10.2 Repeal**

- 10.2.1 This By-law shall come into force and effect upon **{DATE}** adoption, at which time "Building By-law No. 1996, 2011" shall be repealed except to the extent provided for in this Part.

### **10.3 Transition**

- 10.3.1 This By-law will only apply to *permits* for which applications were received after the effective date set out in Section 10.2. Any *permit* for which an application was pending or in effect, on or before the effective date of this By-law will be governed by the terms and conditions of "Building By-law No. 1996, 2011" and all amendments thereto. After expiry of a *permit* issued under "Building By-law No. 1996, 2011", all *construction* on the land to which the permit pertained shall be subject to this By-law.

### **10.4 Schedules**

- 10.4.1 Schedules 'A' to 'D' are attached hereto and form part of this By-law.

### **10.5 Citation**

- 10.5.1 This By-law may be cited as "Building By-Law No. 2131, 2014".

**August 14, 2014**



READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CERTIFIED a true and correct copy of  
"Building By-law No. 2131, 2014"

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

**August 14, 2014**

**SCHEDULE 'A'**

**MANDATORY BUILDING PERMIT AREA**

See the large format map contained with this By-law

**August 14, 2014**

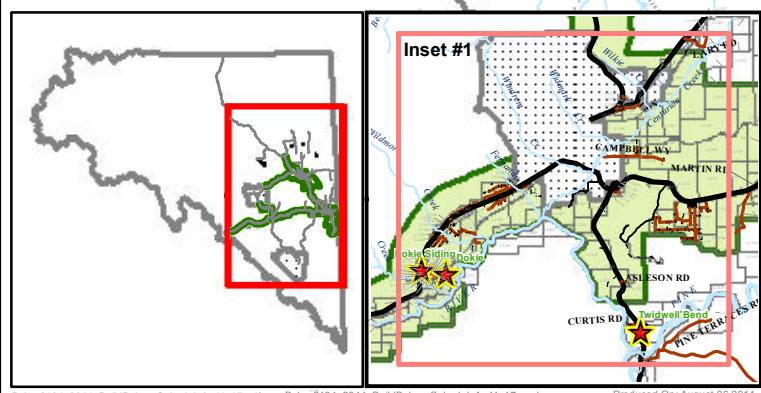
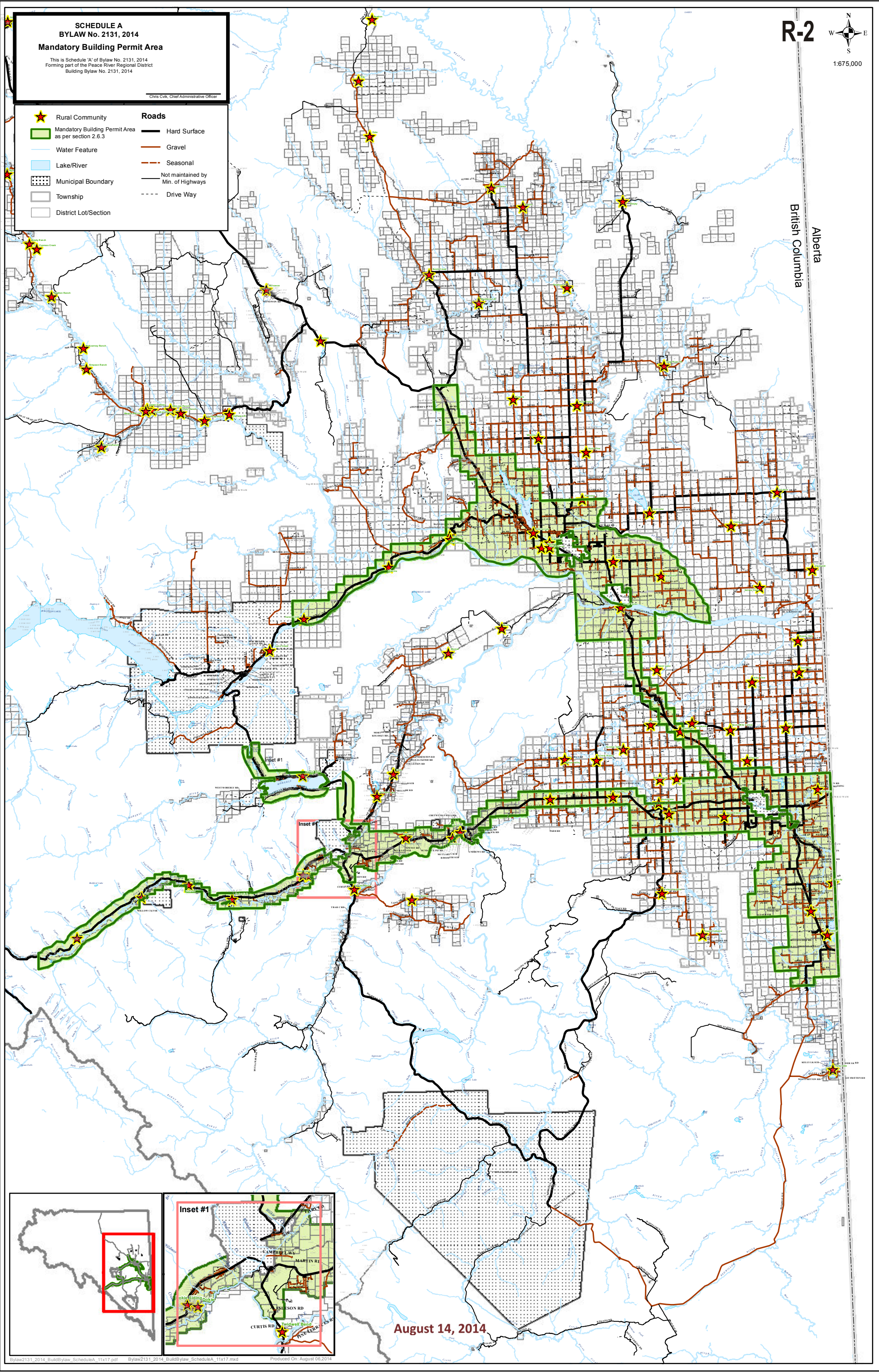


**SCHEDULE A**  
**BYLAW No. 2131, 2014**  
**Mandatory Building Permit Area**

This is Schedule 'A' of Bylaw No. 2131, 2014  
Forming part of the Peace River Regional District  
Building Bylaw No. 2131, 2014

Chris Cvik, Chief Administrative Officer

- |   |                                      |
|---|--------------------------------------|
| ★ Rural Community                                     | <b>Roads</b>                         |
| ▭ Mandatory Building Permit Area as per section 2.6.3 | — Hard Surface                       |
| — Water Feature                                       | — Gravel                             |
| ▭ Lake/River  | — Seasonal                           |
| ▭ Municipal Boundary                                  | — Not maintained by Min. of Highways |
| ▭ Township  | — Drive Way                          |
| ▭ District Lot/Section                                |                                      |



August 14, 2014



**SCHEDULE 'B'**

**PERMIT FEES AND CHARGES**

|   |  |   |
|---|--|---|
| A | Building Permit Fee (see Part 4)   | ½ of 1% of total estimated value of <i>construction</i>                 |
| B | Minimum Building Permit Fee (see Part 4)                                       | \$100.00  |
| C | Reinspection Fee (see Section 6.2)   | \$50.00   |
| D | Special Inspection Fee (see Section 6.3)                                       | \$90.00 per hour  |
| E | Temporary Buildings (see Part 7)   | \$500.00  |
| F | Demolitions (see Part 8)   | \$500.00  |
| G | Fee reduction for reliance on a <i>Professional designer</i> (see Section 4.9) | Permit fee shall be reduced by 50%, but shall not be less than \$100.00 |
| H | Factory-built fireplace or solid fuel burning appliance (see Section (6.1 h)   | \$50.00   |

**August 14, 2014**

**SCHEDULE 'C'**

**SECTION 219 COVENANT**

**DEMOLITION AGREEMENT**

THIS COVENANT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Covenantor")

AND:

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

(the "Regional District")

WHEREAS:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Lands")

- B. The Covenantor desires to build a new dwelling on the Lands and wishes to reside in the existing dwelling on the Lands during the construction of the new dwelling;
- C. Only one dwelling is permitted by by-law on the Lands;
- D. The Covenantor has agreed to enter into a Demolition Agreement as provided for in Part 5 of "Peace River Regional District Building By-law No. 2131, 2014".

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

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

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

10. The Covenantor covenants to and does hereby indemnify and save harmless the Regional District at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Regional District shall or may become liable, incur or suffer:
  - (a) by reason of a breach of this Covenant;
  - (b) from any injury to person or loss of or damage to property by whomsoever owned, arising directly or indirectly from the exercise by the Regional District of any of its remedies for default of the Covenantor;
  - (c) by reason of any injury to any person or damage to property arising from the exercise by the Covenantor of rights to use the Lands pursuant to this Covenant.
11. All of the provisions of this Covenant are to be construed as covenants and should any provisions of this Covenant be or become illegal, invalid or unenforceable, it shall be considered separate or severable and the remaining provisions shall remain in force and be binding upon the Covenantor and be enforceable to the fullest extent of the law.
12. Nothing contained or implied herein shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Municipal Act or its rights and powers under all of its public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Covenant has not been executed and delivered by the Covenantor.
13. No provision in this Covenant requiring the Regional District's approval shall be deemed to have been fulfilled or waived unless the written approval of the Regional District relating to the particular matter has first been obtained. Any approval given under the hand of the Administrator shall be sufficient approval. No prior approval and no condoning, excusing or overlooking by the Regional District on previous occasions of failure of the Covenantor to obtain approval when required shall be taken to operate as a waiver of the necessity of such approval whenever required hereunder.
14. The Covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and which shall attach to and run with each and every part into which the Lands may be divided or subdivided.
15. For the purposes of Section 7 reference to the Regional District includes its officers, employees, agents, contractors and others acting under the authority or instruction of the Regional District.

**August 14, 2014**



**DEMOLITION AGREEMENT - continued:**

16. The Covenantor will, after execution hereof by it, at its own expense, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Regional District or have been granted by or to the Regional District.
17. Whenever the singular is used herein, the same shall be construed as meaning the plural, or body corporate or politic where the context of the parties so require.
18. The Covenantor hereto shall do and cause to be done all things and shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.
19. Schedule 'A' attached hereto forms part of this Covenant.
20. This Covenant and each and every provision of it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

**August 14, 2014**

**SCHEDULE 'D'**

**ESTIMATED CONSTRUCTION VALUE**

The following table shall be used for calculating *estimated construction value* for the purpose of determining building permit fees and charges.

| <b>RESIDENTIAL*</b> |                                      |                        |                           |
|---------------------|--------------------------------------|------------------------|---------------------------|
|                     | Description                          | Est. Value per Sq. Ft. | Est. Value per Sq. Metres |
| 1.                  | Basement home                        | \$ 90.00               | \$27.43                   |
| 2.                  | Basement finished (add)              | \$ 20.00               | \$6.10                    |
| 3.                  | Crawl space home                     | \$ 80.00               | \$24.38                   |
| 4.                  | 2 <sup>nd</sup> Story finished (add) | \$ 50.00               | \$15.24                   |
| 5.                  | Attached garage (add)                | \$ 30.00               | \$9.14                    |
| 6.                  | Detached garage (add)                | \$ 35.00               | \$10.67                   |
| 7.                  | With carport (add)                   | \$ 15.00               | \$4.57                    |
| 8.                  | With sundeck (add)                   | \$ 10.00               | \$3.05                    |
|                     | OR Verified contract price           | \$                     | \$                        |

| <b>COMMERCIAL, INDUSTRIAL, INSTITUTIONAL</b> |                         |    |    |
|--|-------------------------|----|----|
|  | Verified contract price | \$ | \$ |

Notes:

\* This table is intended primarily for conventional single family residential *construction*. Verified contract price will be considered for buildings and *structures* not covered by this table.



**PEACE RIVER REGIONAL DISTRICT**

**BUILDING BY-LAW NO. 1189, 1999**

August 14, 2014

## CONTENTS

Page

### **PART 1 - DEFINITIONS**

|     |                   |   |
|-----|-------------------|---|
| 1.1 | Definitions ..... | 1 |
|-----|-------------------|---|

### **PART 2 - INTERPRETATION AND SCOPE**

|     |   |   |
|-----|---|---|
| 2.1 | Application .....                             | 3 |
| 2.2 | Warranty or Representation .....              | 3 |
| 2.3 | Owner's Responsibility .....                  | 4 |
| 2.4 | Conformity with Building Code and Bylaw ..... | 4 |
| 2.5 | General Prohibitions.....                     | 4 |
| 2.6 | Exceptions and Requirements .....             | 5 |

### **PART 3 - ADMINISTRATION**

|     |                                |   |
|-----|--------------------------------|---|
| 3.1 | Administration of Bylaw.....   | 6 |
| 3.2 | Refusal to Issue a Permit..... | 6 |
| 3.3 | Correction Orders .....        | 6 |
| 3.4 | Right of Entry .....           | 6 |
| 3.5 | Identification.....            | 6 |

### **PART 4 - SERVICES**

|     |                           |   |
|-----|---------------------------|---|
| 4.1 | Access and Sewerage ..... | 7 |
|-----|---------------------------|---|

### **PART 5 - APPLICATION, PERMITS AND FEES**

|     |   |    |
|-----|---|----|
| 5.1 | Separate Application for each Building or Structure ..... | 7  |
| 5.2 | Form of Application .....                                 | 7  |
| 5.3 | Building Permit Fee.....                                  | 7  |
| 5.4 | Issuance of Permit .....                                  | 8  |
| 5.5 | Conditions of a Building Permit .....                     | 8  |
| 5.6 | Permit Expiration.....                                    | 8  |
| 5.7 | Extension After Expiry Date .....                         | 9  |
| 5.8 | Permit Revocation.....                                    | 9  |
| 5.9 | Requirement for Professional Designer.....                | 10 |

August 14, 2014

**PART 6 - DELAYED DEMOLITIONS**

|     |                           |    |
|-----|---------------------------|----|
| 6.1 | Demolition Agreement..... | 10 |
|-----|---------------------------|----|

**PART 7 - INSPECTIONS**

|    |     |                               |    |
|----|-----|-------------------------------|----|
| 12 | 7.1 | Inspection Schedule.....      | 11 |
|    | 7.2 | Reinspection Fee .....        | 11 |
|    | 7.3 | Special Inspection Fees ..... | 12 |
|    | 7.4 | Stop Work Order.....          | 12 |
|    | 7.5 | Survey Certificate.....       |    |
|    | 7.6 | Completion Inspections.....   | 13 |

**PART 8 - TEMPORARY BUILDINGS**

|     |  |    |
|-----|--|----|
| 8.1 | Requirement for a permit .....             | 14 |
| 8.2 | Expiry of a temporary building permit..... | 14 |

**PART 9 - DEMOLITIONS**

|     |                                   |    |
|-----|-----------------------------------|----|
| 9.1 | Requirements for demolition ..... | 14 |
| 9.3 | Refund of demolition fee .....    | 15 |

**PART 10 - VIOLATIONS**

|      |                  |    |
|------|------------------|----|
| 10.1 | Violations ..... | 15 |
| 10.2 | Penalty.....     | 15 |

**PART 11 - GENERAL PROVISIONS**

|    |      |                    |    |
|----|------|--------------------|----|
| 16 | 11.1 | Severability ..... | 15 |
|    | 11.2 | Repeal .....       |    |
|    | 11.3 | Transition .....   | 16 |
|    | 11.4 | Schedules .....    | 16 |

August 14, 2014

|              |                                |
|--------------|--------------------------------|
| SCHEDULE 'A' | Mandatory Building Permit Area |
| SCHEDULE 'B' | Permit Fees and Charges        |
| SCHEDULE 'C' | Demolition Agreement           |
| SCHEDULE 'D' | Estimated Construction Value   |

**PEACE RIVER REGIONAL DISTRICT  
By-law No. 1189, 1999**

**R-2**

The Building By-law of the  
Peace River Regional District

WHEREAS the Municipal Act authorizes the Province to adopt a building code;

AND WHEREAS the Province has adopted the BC Building Code to govern standards for the construction and demolition of buildings in municipalities and regional districts in British Columbia;

AND WHEREAS the Regional Board of the Peace River Regional District wishes to provide for the administration of the building code and to provide a building permit and inspection service;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

**PART 1**

**DEFINITIONS**

**1.1 Definitions**

In this By-law

"agent"

includes a person representing the owner by written consent;

"building code"

means the British Columbia Building Code established by regulation under the Municipal Act, as amended from time to time;

"building inspector"

means the person appointed by the Regional Board to administer this by-law and includes, for the purposes of Section 7.4 of this by-law, the Administrator, Deputy Administrator or the Manager of Development Services;

"construction"

includes build, erect, install, repair, alter, add, enlarge, locate, relocate, move, reconstruct, demolish, remove, excavate and shore, and includes installing or replacing plumbing systems, chimneys, fireplaces and solid-fuel burning appliances including the fittings and accessories thereto;

"estimated construction value"

means the estimated market value of *construction*, which is subject to a *permit*, based upon available *construction* cost data for materials and labour and where such values are tabulated in Schedule 'D' forming a part of this by-law;

Unnecessary -  
already defined by  
other legislation

"Freedom of Information Co-ordinator"

means the individual appointed by the Regional Board or the Administrator as per the Freedom of Information and Protection of Privacy Act;

**August 14, 2014**

"manufactured home"

means any *structure* containing one single-family dwelling whether ordinarily equipped with wheels or not that is designed, constructed, or manufactured to be moved from one place to another by being towed or carried but does not include travel trailers, campers, or other vehicles which are exempt from the provisions of the Manufactured Home Act.

"permit"

means permission or authorization in writing by the *Building Inspector* under this by-law to perform work regulated by this by-law and is inclusive of references to a building permit, plumbing permit, demolition permit, moving permit or temporary building permit;

"professional design"

means the plans and supporting documents bearing the seal and/or stamp of the *professional designer*;

"professional designer"

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

"professional field review"

means the inspection of *construction* for which a *permit* under this By-law is required, by or under the supervision of a *Professional designer*, in order to ensure that the *construction* complies with the *permit* and the *Building Code*, and includes certification of compliance by the *Professional designer*;

not used in bylaw

"professional plan certification"

means certification by a *professional designer* that the plans submitted with an application for a building *permit* comply with the *Building Code* and other applicable enactments;

"Regional Board"

means the Regional Board of the Peace River Regional District;

"Regional District"

means the Peace River Regional District and includes those lands and surface of water, which comprise the Peace River Regional District;

"site plan"

not used in bylaw

means a plan showing the location of a proposed *construction* in relation to all the parcel boundaries, any existing *structures* on the site and the proposed elevation of the underside of any floor system where a proposed *construction* is located within a floodplain;

"structure"

unless prescribed by regulation as exempt from the building code, means a *construction* or portion thereof of any kind, whether fixed to, supported by, or sunk into land or water, but specifically excludes landscaping, paving, a retaining wall, signs and a fence;

August 14, 2014



“stop work notice”

means a notice in writing, issued in accordance with Section 7.4 this By-law;

“working day”

means any of the following, Monday, Tuesday, Wednesday, Thursday, or Friday that is not a Statutory holiday.

## PART 2

## INTERPRETATION AND SCOPE

### 2.1 Application

2.1.1 This By-law applies to all parts of the Regional District not within a municipality;

2.1.2 This By-law is enacted to set standards in the general public interest.

2.1.3 The authorities undertaken by or on behalf of the Regional Board pursuant to this by-law are for the sole purpose of providing a limited and interim spot checking function for reasons of public health and safety.

### 2.2 Warranty or Representation

2.2.1 Neither the issuance of a *permit* under this By-law, the review and approval of the plans and supporting documents, nor inspections made by the building inspector, shall in any way constitute a warranty or representation that the *Building Code* or this by-law 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 by-law.

2.2.2 It is not contemplated nor intended, nor does the purpose of this by-law extend to:

- (a) the protection of owners, owner/builders or builders from economic loss;
- (b) the assumption by the Regional Board of any responsibility for ensuring the compliance by the owner, his representative or any employees, contractors or design professionals retained by him, with the current edition of the British Columbia *Building Code*, the requirements of this by-law or any other applicable codes or standards;
- (c) the providing to any person of a warranty of design or workmanship with respect to any building or *structure* for which a building *permit* is issued under this by-law;
- (d) the providing of a warranty or assurance that *construction* undertaken pursuant to building *permits* issued by the Peace River Regional District is free from latent or any defects.

August 14, 2014

## 2.3 Owner's Responsibility

It shall be the responsibility of the owner to:

- (a) carry out the work authorized by a *permit*, or have the work carried out, in accordance with the requirements of the permit, the *Building Code*, this By-law and the other by-laws of the Regional District and neither the issuance of a *permit* under this by-law, the review and approval of plans and supporting documents, nor inspections made by the *Building Inspector*, shall relieve the owner from this responsibility;
- (b) ensure that a building *permit* is obtained prior to commencing *construction*, pursuant to the requirements of this by-law;
- (c) ensure that requests for inspection are made to the *Building Inspector* for the required inspections as set out in this by-law;
- (d) ensure that prior to making an application for a building *permit* the owner shall determine the *Building Inspector's* requirements for such an application and ascertain the applicable zoning regulations of the Regional District.

## 2.4 Conformity with Building Code and By-law

2.4.1 No building or *structure* shall be constructed except in conformity with the requirements of the *Building Code* and this By-law.

2.4.2 Section 2.4.1 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.

## 2.5 General Prohibitions

No person shall

- (a) commence or continue any work or *construction* of any building or *structure* without a *permit*, where the work or *construction* occurs within the area outlined in Schedule 'A' which forms a part of this By-law;
- (b) place a *manufactured home* upon a foundation without a *permit*;
- (c) unless authorized by the *Building Inspector* in writing, reverse, alter, deface, cover, remove or in any way tamper with a *construction* site identification card, stop work order card, notice or certificate posted on or affixed to a building or *structure* pursuant to a provision of this by-law;
- (d) do any work at variance with the description, plans or specifications for the building, *structure* or work for which a *permit* has been issued, unless the *Building Inspector* has authorized the changes in writing;
- (e) interfere with or obstruct the entry of the *Building Inspector* in the administration of this by-law;

August 14, 2014

- (f) erase, alter or modify structural drawings or specifications after they have been reviewed by the *Building Inspector*, or structural drawings or specifications which have been filed for reference with the *Building Inspector* after the *permit* has been issued;
- (g) submit false or misleading information in relation to a *permit* or an application for a *permit* under this by-law;
- (h) repair a building damaged by fire, decay, storm or otherwise to an extent greater than 75% of its assessed value as of the date of damage above its foundations unless in every respect the entire building is made to comply with the *Building Code*, subject to the provisions of this by-law and the zoning by-law.
- (i) occupy or use any building contrary to the terms of any *permit* issued or any notice given by a *Building Inspector*;
- (j) violate any provision of this By-law by the doing of anything prohibited herein or by failing or omitting to do anything required by this By-law to be done.

retroactive application of  
bldg code not applicable

## 2.6 Exceptions and Requirements

### 2.6.1 No *permit* is required for the following:

- (a) a temporary on-site *construction* trailer for a project being constructed under valid *permits*;
- (b) farm buildings pursuant to the National Farm Building Code of Canada, 1995;
- (c) *construction*, alterations or repairs with an *estimated construction value* not exceeding \$2,500;
- (d) the *construction* or placement of a building having a floor area of less than 11 square metres, or
- (e) a garden shed, tool shed or greenhouse having a floor area not exceeding 20 square metres.
- (f) the repairing or replacement of plumbing fixtures unless the repair includes an extension or addition of fixtures (i.e. installing a new bathroom or relocating a kitchen) Requirements should be verified with the *Building Inspector*.

### 2.6.2 Notwithstanding section 2.6.1(c) no work or *construction* shall commence or continue which involves a building intended as a dwelling unit except in accordance with a valid *permit* which has been issued by the *Building Inspector* pursuant to this By-law.

### 2.6.3 Persons undertaking *construction* regulated by this by-law that is outside the area outlined in Schedule 'A' may apply for and obtain a *permit* for such *construction* pursuant to this by-law, but are not required to do so.

August 14, 2014

**PART 3**

**ADMINISTRATION**

**3.1 Administration of By-law**

**3.1.1** The *Building Inspector* shall

- (a) keep records of applications received, *permits* and orders issued, inspections and tests made, and retain copies of all papers and documents connected with the administration of this by-law; and
- (b) upon the application of the owner for a *permit* establish whether any method or type of *construction* or material proposed to be used in the *construction* of any building conforms with the requirements and provisions of the *Building Code*.

FOIIP Act dictates requirements for public review of records

**3.1.2** Records, paper or documents kept by the *Building Inspector* are the property of the Regional District and shall not be available for public viewing without the consent of the Freedom of Information Co-ordinator, for the Regional District.

**3.2 Refusal to Issue A Permit**

The *Building Inspector* may refuse to issue a *permit* where the proposed work will in the opinion of the *Building Inspector* contravene the requirements of the *Building Code*, the provisions of this by-law, other by-laws of the Regional District or the Municipal Act, or any restrictive covenant in favour of the Regional District.

**3.3 Correction Orders**

The *Building Inspector* may order, in writing, the correction or cessation of any work which contravenes the *Building Code*, the provisions of this by-law or a building *permit*.

**3.4 Right of Entry**

The *Building Inspector* is authorized to enter on property at any time between the hours of 7:00 a.m. and 7:00 p.m. on any day in order to ascertain whether the requirements of this by-law are being met.

**3.5 Identification**

The building inspector shall carry identification issued by the Regional District identifying themselves as the *Building Inspector*.

**August 14, 2014**

**PART 4**

**SERVICES**

**4.1 Access and Sewerage**

MOTI responsible for  
access permits;

sewage permits no longer  
issued by Prov.

The building inspector may refuse to issue a *permit* where the parcel referred to in the *permit* application does not have any of the following;

- (a) a valid access permit from the Ministry of Transportation and Highways; and
- (b) service to the parcel line by a community sanitary sewer system or approval from the Ministry of Health or the local Public Health representative for the installation of an alternative sewage disposal system.

**PART 5**

**APPLICATIONS, PERMITS AND FEES**

**5.1 Separate Application for Each Building or Structure**

5.1.1 Every building or *structure* 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 or *structure*, except for the following which may be considered together:

- (a) where a detached garage is to be constructed at the same time as a principal dwelling;
- (b) where multiple buildings or *structures* are proposed in association with:
  - (i) a condominium type development, or;
  - (ii) a multiple residential type development.

**5.2 Form of Application**

5.2.1 An application for a *permit* filed with the *Building Inspector* shall be made in the form prescribed by the *Building Inspector* for that purpose from time to time and shall provide all information reasonably required by the *Building Inspector* to determine whether a building *permit* is issuable under this By-law; and

5.2.2 be signed by the owner or the owner's *agent*.

**5.3 Building Permit Fee**

5.3.1 Before receiving a *permit* for a building or *structure*, the owner shall first pay to the Regional District the appropriate permit fee as calculated in accordance with Schedule 'B' of this by-law.

August 14, 2014

5.3.2 One-half of the permit fee may be refunded when the owner has submitted a written request for a refund. This refund is subject to the following conditions:

- (a) the building *construction* has not commenced;
- (b) the *permit* has not expired;
- (c) no inspections have taken place; and
- (d) the provision of a refund will cause cancellation of the *permit*.

#### **5.4 Issuance of Permit**

Where

- (a) a complete application has been made for a *permit*;
- (b) the proposed work set out in the application conforms with this and all other by-laws of the Regional District and the *Building Code*; and
- (c) the applicant for a *permit* has paid the fee set out in Schedule 'B' of this by-law,

the Building Inspector may issue a *permit* in the form prescribed by the *Building Inspector* for that purpose from time to time.

#### **5.5 Conditions of a Permit**

- 5.5.1 After issuance of the *permit*, the applicant shall post a copy of the building *permit* in the form prescribed by the *Building Inspector* for that purpose, in a conspicuous place open to public viewing on the site for which the *permit* has been issued.
- 5.5.2 The applicant shall keep a copy of the reviewed plans and supporting documents on the parcel for which the *permit* has been issued.
- 5.5.3 A *permit* or an application for a *permit* that is in process shall not be transferred or assigned until the current owner or the new owner has notified the *Building Inspector* in writing and the *Building Inspector* has authorized the transfer or assignment in writing.
- 5.5.4 The review of drawings, specifications and plans and 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 in violation of this or another By-law.

#### **5.6 Permit Expiration**

- 5.6.1 Subject to Section 5.7, a *permit* shall expire;
  - (a) when *construction* pursuant to the *permit* has not commenced within one year of the date of issuance; and

**August 14, 2014**

- (b) when *construction* has been discontinued or suspended for a period of more than one year from the date of the last inspection undertaken by the *Building Inspector* or from the commencement of *construction*; and
- (c) in any event three years after the original date of issuance.

5.6.2 When a *permit* has expired, no *construction* or other work may continue or commence until a new *permit* is issued or an extension has been approved.

## **5.7 Extension After Expiry Date**

5.7.1 A *permit* may be extended for a period of not greater than one year from the date of expiry provided:

- (a) at least thirty days prior to the date of *permit* expiration the owner has written to the *Building Inspector* requesting to extend the *permit*; and
- (b) the *Building Inspector* has approved the extension in writing.

5.7.2 Where an extension of a *permit* has been granted and the extension period has expired, a new application shall be made and permit fee paid with respect to the work required to finish the *construction*.

## **5.8 Permit Revocation**

The *Building Inspector* may revoke a *permit* where

- (a) there is a violation by the owner of a condition under which the *permit* was issued;
- (b) there is a violation of a requirement of the *Building Code* or of this or another By-law of the Regional District;
- (c) the *permit* was issued on a basis of incorrect information supplied by the owner; or
- (d) in the opinion of the *Building Inspector* the results of tests on materials, devices, *construction* methods, structural assemblies or foundation conditions contravene the *Building Code* or the provisions of this By-law or both.

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

**August 14, 2014**

## 5.9 Requirement for Professional Designer

- 5.9.1 Where the *Building Inspector* determines that site conditions, size or complexity of a building or *structure* or building component warrant, the building inspector may require, at the owner's expense, a professional design and a field review.
- 5.9.2 Prior to the issuance of a building *permit*, where the *Building Inspector* requires a professional design, the owner shall submit Letters of Assurance, as outlined in the schedules of the BC *Building Code* to the extent that they deal with plan compliance, incorporating the assurances of the professional designer that the plans and supporting documents submitted with the application for a building *permit* conform with or exceed the *Building Code* and other applicable safety enactments.
- 5.9.3 After completion of *construction* but prior to occupancy of a building that is subject to *professional field review*, the owner shall submit letters of assurance pursuant to Section 2.6 of the *Building Code* incorporating the assurances of the *professional designers* that:
- (a) the *professional field review* has been completed for all the applicable disciplines; and
  - (b) the *construction* of the project conforms with the plans, specifications and related documents for which the building *permit* was issued.
- 5.9.4 That a moved structure or mobile/manufactured home may only be placed subject to the following requirements:
- (a) For mobile/manufactured homes not displaying either a Z240 or A277 CSA certification stamp or which have been structurally altered, certification will be required from a professional engineer verifying that the building is safe for the use intended. The Building Inspector may be required to make a site inspection to verify CSA certification.
  - (b) For placement of any moved structure greater than 20 square metres, certification will be required from a professional engineer verifying that the building is safe for the use intended.

### DELAYED DEMOLITIONS

## Demolition Agreement

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

- (a) remove the existing dwelling; or
- (b) convert the existing dwelling to a non-residential use as permitted by zoning regulations, to the

August 14, 2014



satisfaction of the building inspector.

- 6.1.2 Should the applicant not proceed with the options provide by section 6.1.1(a) or (b) then the Regional Board is authorized to remove the pre-existing dwelling from the property and collect a rent charge for the costs of so doing, pursuant to the agreement as contained in Schedule "C" and executed between the applicant and the Peace River Regional District Board.

## INSPECTIONS

### Inspection Schedule

An owner to whom a *permit* is issued pursuant to this By-law shall give at least two *working days* notice to the *Building Inspector* in order to obtain inspection of the *construction* and receive permission to continue with permitted work:

- (a) after forms for the floor slab, footings and foundations are complete, but prior to the placing of concrete;
- (b) after underslab plumbing is complete and while it is under test as required by the BC Plumbing Code;
- (c) after the foundations have been completed, which includes either concrete or preserved wood foundation and installation of perimeter drains and damp-proofing, but prior to backfilling against the building;
- (d) after granular base materials, polyethylene damp-proofing membrane and reinforcing steel (if applicable) has been placed for the installation of a concrete floor slab, but prior to placing of concrete;
- (e) before a plumbing system, building drain, sanitary or storm sewer or water service is covered. If any part of a plumbing system is covered before it is inspected and approved, it shall be uncovered if a *Building Inspector* so directs.
- (f) after framing and sheathing, all exterior doors, windows and roof membrane are completed, including the installation of flashing, fire-stopping, bracing, chimney and duct-work, rough wiring, gas venting, and rough plumbing but before the insulation, or other interior or exterior finish is applied which would conceal such work;
- (g) after the insulation and the vapour barrier are in place, but prior to the concealing of such work;
- (h) after the installation of any factory-built fireplace or solid fuel burning appliance and associated flue pipes or chimneys, but before any use of such appliance;
- (i) after the building has been completed and is ready for occupancy, but prior to actual occupancy, pursuant to the requirements of section 7.6.

### Reinspection Fee

August 14, 2014

Where it has been determined by the *Building Inspector* that due to non-compliance with the provisions of this By-law or due to unsatisfactory workmanship, more than two inspections are necessary at any particular stage of *construction*, the fee for each inspection after the second inspection of the same work shall be \$50.00.

### Special Inspection Fees

- 7.3.1 For a required *permit* inspection which cannot be carried out during normal working hours and where there is a request to carry out such inspection outside of the hours during which the offices of the Regional District are normally open, the fee shall be \$90.00 for each hour or part thereof in which the *Building Inspector* is engaged in the inspection or travel related to the inspection.

### Stop Work Order

- 7.4.1 The building inspector may direct the immediate suspension or correction of all or a portion of the *construction* on a building or *structure* authorized by *permit* pursuant to this By-law by attaching a stop work notice in the form prescribed by the *Building Inspector* for that purpose from time to time, on the premises whenever it is found that the work is not being performed in accordance with the requirements of the *Building Code*, the *permit* or this or any other applicable by-law of the Regional District.
- 7.4.2 The owner shall within 48 hours of the posting of a notice under Section 7.4.1 secure the *construction* and the lands and premises surrounding the *construction* in compliance with the safety requirements of every statute, regulation or order of the Province or of a provincial agency.
- 7.4.3 Subject to Section 7.4.2, no work other than the remedial measures required by the *Building Inspector* shall be carried out in respect of the building or *structure* in question until the notice has been removed by the *Building Inspector*.
- 7.4.4 The *stop work notice* referred to in Section 7.4.1 shall remain posted on the premises until *construction* has been remedied to the satisfaction of the building inspector.

### Survey Certificate

After the foundation of any building the *construction* of which is authorized by *permit* pursuant to this By-law has been placed and prior to constructing any portion of the building on the foundation, the owner shall submit for approval, where required by the *Building Inspector*, a plan prepared by a British Columbia Land Surveyor showing:

- (a) the shortest distances from the surfaces of the foundation to the parcel boundaries;

and where a building or *structure* is within a floodplain the plan shall also include:

- (b) the elevation of the underside of any floor system intended to be used for habitation or the storage of goods or equipment, and;
- (c) confirmation that the *structure* is at an elevation and in a location that complies with setback and elevation standards as established by the Ministry of Environment, Lands and Parks.

August 14, 2014

All elevations shall be measured from geodetic datum.

## Completion Inspections

7.6.1 A completion inspection is required for:

- (a) every building or *structure*, alteration or repair, except for:
  - (i) a new single family dwelling, or;
  - (ii) a new accessory building;
- (b) every existing building for which a *Permit* has been issued.

7.6.2 Every request for a completion inspection shall be accompanied by the following information prior to a completion inspection being undertaken:

- (a) where required by the *Building Code* or this by-law, written certification by the Owner, *Agent* or *Professional designer* that the building or applicable portion conforms to the approved plans and the requirements of this By-law.
- (b) such other information as may reasonably be required by the Building Inspector to ascertain compliance with this By-law.

7.6.3 The following specific reports shall be submitted to the *Building Inspector*, where applicable, prior to a requested completion inspection:

- (a) a "Contractor's Material and Test Certificate", once any sprinkler has been flushed, inspected, and tested to meet NFPA-13 standards;
- (b) a Certification by the installer of equipment regulated by NFPA 96 standards;
- (c) a "Certificate of Verification" (or equivalent) together with the manufacturer's "Inspection Report", after the components of any fire alarm systems incorporating annunciator panels, have been inspected and verified to meet the manufacturer's specifications and the *Building Code*, and the whole system or applicable portion thereof has been tested by the manufacturer or installer;
- (d) Province of British Columbia approval to operate public pools and spas.
- (e) Survey Certificate duly signed and sealed by a British Columbia Licensed Land Surveyor.

7.6.4 Where seasonal weather conditions impact and a building is substantially complete except for works precluded by weather restrictions, the *Building Inspector* may provide a provisional completion inspection subject to the building being safe and fit for the use intended and conditional to the remaining works being completed and inspected within nine (9) months of the date of the provisional completion.

## TEMPORARY BUILDINGS

### 8.1 Requirement for a permit

August 14, 2014

- 8.1.1 A temporary building or *structure* shall not be placed or constructed except in accordance with this section.
- 8.1.2 Subject to compliance with other applicable by-laws and the *Building Code*, the *Building Inspector* may, upon application, issue a *permit* for the erection or placement of a temporary building unless a *Building Inspector* is of the view that the building would not be safe for the use intended.
- 8.1.3 The word “temporary”, as used in this section, shall mean the period designated on the *permit*, but not exceeding two (2) years from the date of the *permit*. A further two (2) year extension may be granted upon application.
- 8.1.4 Applications for a *permit* to construct a temporary building shall be made in the form prescribed by the *Building Inspector*, and accompanied by:
- (a) plans of sufficient detail to show complete compliance with Peace River Regional District By-laws, the *Building Code* and other applicable regulations and shall include the location of the building on the site and *construction* details of the building;
  - (b) a statement of the intended use and duration of the use;
  - (c) the permit fee noted on Schedule 'B' to this by-law;

## 8.2 Expiry of temporary building permit

- (a) Ninety-five percent (95%) of the permit fee shall be available for refund upon written application by the owner to the Peace River Regional District advising that the temporary building(s) or *structure*(s) have been removed and that all requirements under the conditions of the granting of the *permit* have been complied with.
- (b) Application for refund must be made within six (6) months of expiration of the *permit*.

## PART 9

## DEMOLITIONS

### 9.1 Requirements for demolition

- 9.1.1 A *permit* shall be applied for and obtained where demolition is sought or required by By-law, or by regulation, for any building or *structure*.
- 9.1.2 The following conditions are required for issuance of a demolition *permit*:
- (a) that arrangements are made for the proper disconnection, as appropriate, of all services and utilities to the property, prior to demolition;
  - (b) that public safety is protected prior, during and after the demolition pursuant to Part 8 of the *Building Code*;
  - (c) that removal of all demolition materials and foundations from the site, filling and leveling of excavations and leaving the site in a safe and tidy manner is effected;

August 14, 2014

- (d) that damages to utilities, services or adjoining properties and all liabilities during demolition shall remain the responsibility of the owner;
- (e) that the completion of the above requirements shall be fulfilled within ninety (90) days of the date of issuance of a *permit* for demolition;
- (f) payment of the permit fee as set out in Schedule 'B' as attached to this By-law.

## **9.2 Refund of demolition fee**

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

## **PART 10**

## **VIOLATIONS**

### **10.1 Violations**

Every person who does anything that this By-law prohibits, fails or omits to do anything this By-law requires to be done or who breaches any provisions of this By-law, commits an offence. Each day an offence continues shall be a separate offence.

### **10.2 Penalty**

Every person who commits an offence contrary to the provisions of this by-law is liable on summary conviction to the maximum a penalty pursuant to the Offence Act in addition to the costs of the prosecution.

## **PART 11**

## **GENERAL PROVISIONS**

### **11.1 Severability**

If a section, subsection, paragraph, subparagraph or phrase of this by-law is for any reason declared invalid by a Court of competent

**August 14, 2014**

jurisdiction, the decision shall not affect the validity of the remaining portions of this by-law.

## 11.2 Repeal

"Building By-law No. 400, 1984" and amendments thereto, being the Building By-law of the Peace River Regional District is hereby repealed.

## 11.3 Transition

Notwithstanding section 11.2, all *construction* authorized by building *permits* issued pursuant to Peace River-Liard Regional District Building By-law No. 400, 1984 including amendments thereto, shall continue to be regulated by the provisions of that by-law until the earlier of:

- (a) a final inspection of the work authorized by the *permit* indicates the work is complete or;
- (b) expiration of the building *permit*.

## 11.4 Schedules

Schedule 'A' to 'D' are attached hereto and form part of this by-law.

## 11.5 Citation

This By-law may be cited as the "Building By-Law No. 1189, 1999".

READ A FIRST TIME this 14<sup>th</sup> day of January, 1999.

READ A SECOND TIME this 14<sup>th</sup> day of January, 1999.

Public Notification this 12<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup> and 23<sup>rd</sup> days of February, 1999.

READ A THIRD TIME this 11<sup>th</sup> day of March, 1999.

ADOPTED this 11<sup>th</sup> day of March, 1999.

CERTIFIED a true and correct copy of  
"Peace River Regional District Building  
By-Law No. 1189, 1999".

\_\_\_\_\_  
Karen Goodings, Chair

\_\_\_\_\_  
Moray Stewart, Administrator

\_\_\_\_\_  
Moray Stewart, Administrator

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

**August 14, 2014**

**SCHEDULE 'A'**

**MANDATORY BUILDING PERMIT AREA**

See the large format map contained with this by-law

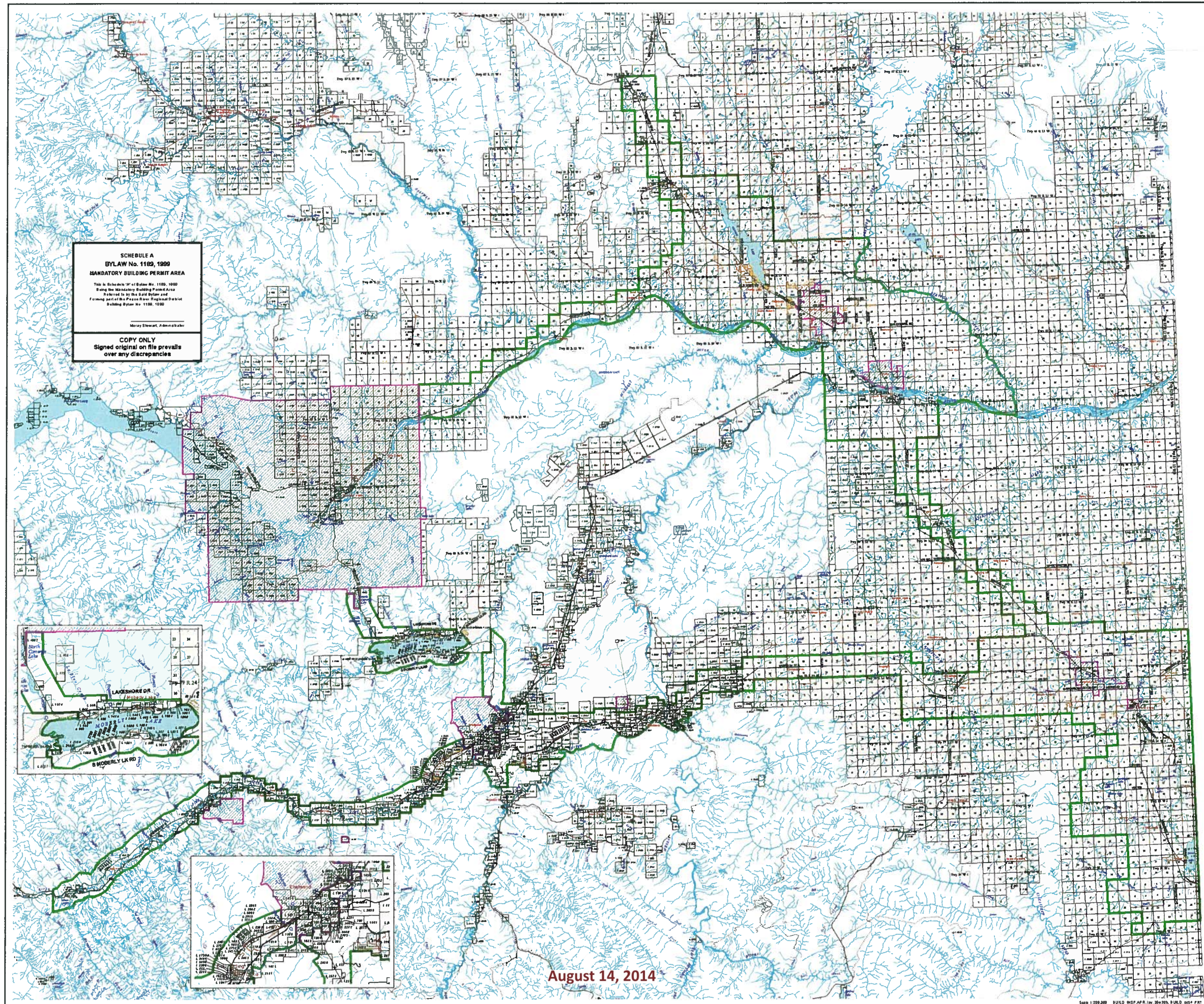
CERTIFIED a true and correct copy of  
Schedule 'A' to "Peace River Regional District  
Building By-law No. 1189, 1999"

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Moray Stewart, Administrator

**August 14, 2014**







**SCHEDULE 'B'**

**PERMIT FEES AND CHARGES**

|   |  |   |
|---|--|---|
| A | Building Permit Fee (see Part 5)   | ½ of 1% of total estimated value of <i>construction</i>                 |
| B | Minimum Building Permit Fee (see Part 5)                                       | \$100.00  |
| C | Reinspection Fee (see Section 7.2)   | \$50.00   |
| D | Special Inspection Fee (see Section 7.3)                                       | \$90.00 per hour  |
| E | Temporary Buildings (see Part 8)   | \$500.00  |
| F | Demolitions (see Part 9)   | \$500.00  |
| G | Fee reduction for reliance on a <i>Professional designer</i> (see Section 5.9) | Permit fee shall be reduced by 50%, but shall not be less than \$100.00 |
| H | Factory-built fireplace or solid fuel burning appliance (see Section (7.1 h)   | \$50.00   |

CERTIFIED a true and correct copy of  
Schedule 'B' to "Peace River Regional District  
Building By-law No. 1189, 1999"

\_\_\_\_\_  
Moray Stewart, Administrator

**August 14, 2014**

**SCHEDULE 'C'**

**SECTION 219 COVENANT**

**DEMOLITION AGREEMENT**

THIS COVENANT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Covenantor")

AND:

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

(the "Regional District")

WHEREAS:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Lands")

- B. The Covenantor desires to build a new dwelling on the Lands and wishes to reside in the existing dwelling on the Lands during the construction of the new dwelling;
- C. Only one dwelling is permitted by by-law on the Lands;
- D. The Covenantor has agreed to enter into a Demolition Agreement as provided for in Part 6 of Peace River Regional District Building By-law No. 1189, 1999.

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

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

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

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

10. The Covenantor covenants to and does hereby indemnify and save harmless the Regional District at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Regional District shall or may become liable, incur or suffer:
  - (a) by reason of a breach of this Covenant;
  - (b) from any injury to person or loss of or damage to property by whomsoever owned, arising directly or indirectly from the exercise by the Regional District of any of its remedies for default of the Covenantor;
  - (c) by reason of any injury to any person or damage to property arising from the exercise by the Covenantor of rights to use the Lands pursuant to this Covenant.
11. All of the provisions of this Covenant are to be construed as covenants and should any provisions of this Covenant be or become illegal, invalid or unenforceable, it shall be considered separate or severable and the remaining provisions shall remain in force and be binding upon the Covenantor and be enforceable to the fullest extent of the law.
12. Nothing contained or implied herein shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Municipal Act or its rights and powers under all of its public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Covenant has not been executed and delivered by the Covenantor.
13. No provision in this Covenant requiring the Regional District's approval shall be deemed to have been fulfilled or waived unless the written approval of the Regional District relating to the particular matter has first been obtained. Any approval given under the hand of the Administrator shall be sufficient approval. No prior approval and no condoning, excusing or overlooking by the Regional District on previous occasions of failure of the Covenantor to obtain approval when required shall be taken to operate as a waiver of the necessity of such approval whenever required hereunder.
14. The Covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and which shall attach to and run with each and every part into which the Lands may be divided or subdivided.
15. For the purposes of Section 7 reference to the Regional District includes its officers, employees, agents, contractors and others acting under the authority or instruction of the Regional District.

**August 14, 2014**

**DEMOLITION AGREEMENT - continued:**

16. The Covenantor will, after execution hereof by it, at its own expense, do or cause to be done all acts reasonably necessary to grant priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Regional District or have been granted by or to the Regional District.
17. Whenever the singular is used herein, the same shall be construed as meaning the plural, or body corporate or politic where the context of the parties so require.
18. The Covenantor hereto shall do and cause to be done all things and shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.
19. Schedule 'A' attached hereto forms part of this Covenant.
20. This Covenant and each and every provision of it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as the case may be.

CERTIFIED a true and correct copy of  
Schedule 'C' to "Peace River Regional District  
Building By-law No. 1189, 1999"

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Moray Stewart, Administrator

**August 14, 2014**

**SCHEDULE 'D'**

**ESTIMATED CONSTRUCTION VALUE**

The following table shall be used for calculating *estimated construction value* for the purpose of determining building permit fees and charges.

| <b>RESIDENTIAL*</b> |                                      |                        |                           |
|---------------------|--------------------------------------|------------------------|---------------------------|
|                     | Description                          | Est. Value per Sq. Ft. | Est. Value per Sq. Metres |
| 1.                  | Basement home                        | \$ 90.00               | \$27.43                   |
| 2.                  | Basement finished (add)              | \$ 20.00               | \$6.10                    |
| 3.                  | Crawl space home                     | \$ 80.00               | \$24.38                   |
| 4.                  | 2 <sup>nd</sup> Story finished (add) | \$ 50.00               | \$15.24                   |
| 5.                  | Attached garage (add)                | \$ 30.00               | \$9.14                    |
| 6.                  | Detached garage (add)                | \$ 35.00               | \$10.67                   |
| 7.                  | With carport (add)                   | \$ 15.00               | \$4.57                    |
| 8.                  | With sundeck (add)                   | \$ 10.00               | \$3.05                    |
|                     | OR Verified contract price           | \$                     | \$                        |

| <b>COMMERCIAL, INDUSTRIAL, INSTITUTIONAL</b> |                         |    |    |
|--|-------------------------|----|----|
|  | Verified contract price | \$ | \$ |

Notes:

\* This table is intended primarily for conventional single family residential *construction*. Verified contract price will be considered for buildings and *structures* not covered by this table.

CERTIFIED a true and correct copy of  
Schedule 'D' to "Peace River Regional District  
Building By-law No. 1189, 1999"

\_\_\_\_\_  
Moray Stewart, Administrator

**August 14, 2014**



Updated: July 17, 2014

## ELECTORAL AREA DIRECTORS' COMMITTEE

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### DIARY ITEMS

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Item

Status

Notes

Diarized

From: Nelson, Cait FLNR:EX [<mailto:Cait.Nelson@gov.bc.ca>]  
Sent: August-12-14 9:11 AM  
To: 'kgooding@pris.bc.ca'  
Subject: Chronic Wasting Disease Sign on Hwy 49

**Handout - EADC**  
**August 14, 2014**

Hello Karen,

I work for BC Wildlife Health and lead the provincial Chronic Wasting Disease (CWD) Program. The attached article was recently brought to my attention and I hope to discuss this matter with you.

The Peace Region is the highest risk area in BC for the introduction of CWD however we have low hunter engagement and very few samples submitted for testing. It is critical that we increase awareness in the region through community outreach and education. It is unfortunately that the Saddle Hills County does not approve of the sign but we feel it is an effective and important means of communication. That said, we are open to any and all opportunities to share information about this disease and our program.

We installed two highway signs (one in the Peace and one in the East Kootenay) in response to recommendations from our partners and stakeholders in an effort to communicate our message to hunters. There has since been requests for additional signs but at this time we do not have the funding.

I will be delivering outreach in the area in the coming months but as I am not from the area (I am based in Nanaimo) I always welcome input and feedback from the community. The PRRD has been a valued partner in this over the years and I hope that we can continue to work together.

I would very much like to discuss this matter with you, at your convenience. Please let me know if I can provide you with any further information regarding the CWD Program.

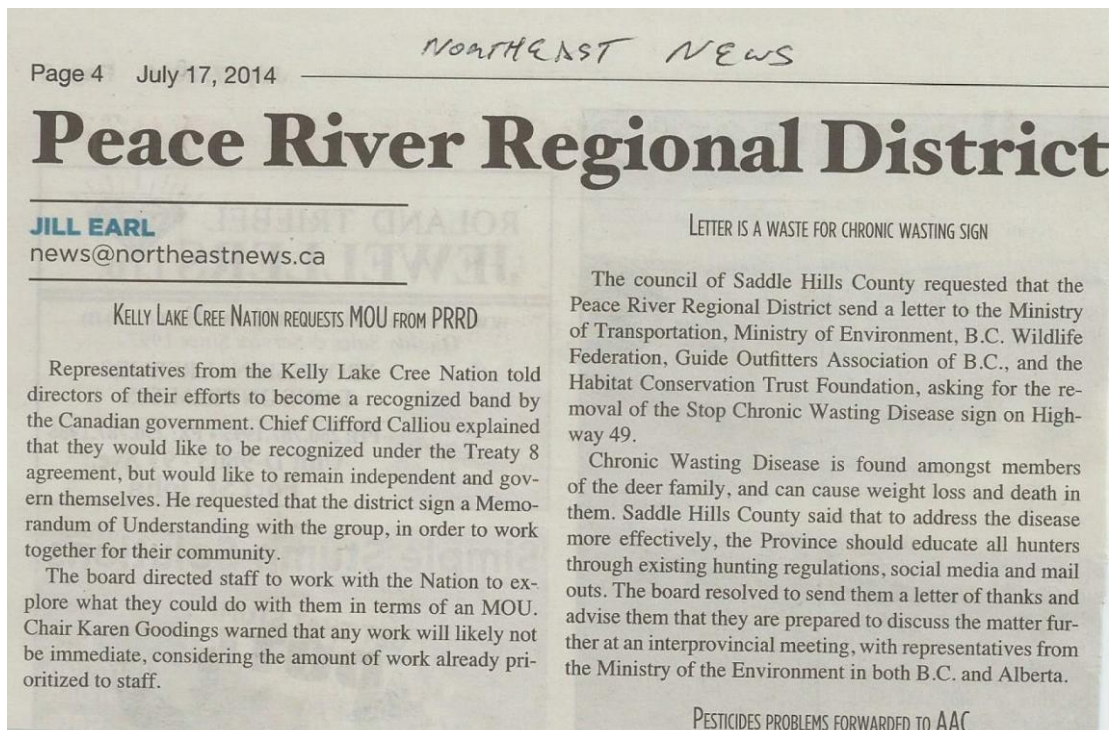
Kind Regards, Cait

**Cait Nelson | Wildlife Health Biologist**

Fish & Wildlife Branch | BC Ministry of Forests, Lands and Natural Resource Operations

Phone: (250) 751-3219

Email: [cait.nelson@gov.bc.ca](mailto:cait.nelson@gov.bc.ca)





# Peace River Regional District REPORT

Handout - EADC  
August 14, 2014

To: Electoral Directors

Date: August 14, 2014

From: Fran Haughian Communications Manager/ Commission Liaison

Subject: Communications during nomination period for 2014 election

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**RECOMMENDATION(S):** That the Electoral Directors approve the communications strategy for the nomination period.

**BACKGROUND/RATIONALE:** It was identified in the communications strategy for the Peace River Regional District that the Electoral Area Directors wanted to be open and transparent in all of its interactions with the public.

**STRATEGIC PLAN RELEVANCE:** Communications Strategic plan priority- open and transparent communications.

**FINANCIAL CONSIDERATION(S):** \$4000.00 Advertising costs were included in 2014 approved communications budget.

**COMMUNICATIONS CONSIDERATION(S):**

1. Elections 2014 web page on the PRRD website
2. Regular postings on the PRRD Facebook page
3. Statutory advertising
4. What Every Candidate Needs to know Information meeting in DC & FSJ
  - The corporate officer will outline the nomination requirements
  - A electoral area director will be at the meeting to talk about the "day in the life of an elected official"
5. Nomination advertising on local radio & websites
  - Peace FM & Chet TV
  - Bell media- DC
  - Moose FM-FSJ
  - Energetic City web- region

**Messaging:**

Are you interested in running for an Electoral Area Director in the Peace River Regional District?

The Candidate nomination period is September 3<sup>rd</sup>, 2014 to October 10<sup>th</sup> 2014.

What every Candidate Needs to know Information meeting will be held in Fort St John on September?? at 7pm at the PRRD Office and in Dawson Creek on September ?? at 7pm at the PRRD Office.

For more information on the nomination process go to [www.prrd.bc.ca](http://www.prrd.bc.ca) or call Jo-Anne Frank, PRRD Corporate Officer at 250-784-3200

**OTHER CONSIDERATION(S):** N/A



PEACE RIVER REGIONAL DISTRICT

# What Every Candidate Needs to Know Information Meeting

## When & Where


**Dawson Creek**  
September ???  
PRRD Office  
7pm

**Fort St John**  
September ???  
PRRD Office  
7pm

## For More Information:

Contact  
Jo-Anne Frank  
Chief Election Officer  
Tel. 250 784-3200

[www.prrd.bc.ca](http://www.prrd.bc.ca)

 Peace River Regional  
District Official Page | Facebook

## Are you interested in running for an Electoral Area Director in the Peace River Regional District?

The Candidate nomination period for the November 15<sup>th</sup> Election is September 3 to October 10, 2014.

An information session for potential candidates will be held to provide information regarding the election process, candidate responsibilities during and after the election, Electoral Area Director Roles and responsibilities, Board roles and responsibilities, and to answer any questions you might have. A Board member will be in attendance to share their experiences.

*For more information on the nomination process go to the PRRD website.*

diverse. vast. abundant.

From: Lance MacDonald [<mailto:Lance.MacDonald@TELUS.COM>]  
Sent: August-12-14 6:52 AM  
To: [kgooding@pris.bc.ca](mailto:kgooding@pris.bc.ca)  
Subject: TELUS rural wireless investment / CRTC regulations

**Handout - EADC**  
**August 14, 2014**

Dear Karen:

TELUS is currently undertaking a cellular expansion across much of the North, including the Peace River Regional District. I am writing to inform you of CRTC proceedings that may impact TELUS' plans for rural wireless investment in the future. In short, the CRTC is considering regulations that would open-up a telecommunications company's wireless network to other carriers at regulated wholesale rates which may not reflect the true cost of providing service in rural areas. In turn, this would create a disincentive for TELUS to invest millions of dollars in rural wireless infrastructure where it is already difficult to make a business case.

As part of our submission to the CRTC, we are encouraging local governments which have an interest in enhanced wireless coverage in their area to voice their concerns about the impact of the proceedings on future wireless investment in rural areas. PRRD would not necessarily have to advocate a particular position, but rather simply express the priorities of communities in the Regional District and the importance of continued cellular investment in rural areas of BC for the economy, safety and personal connections.

I have attached a letter that explains this issue in greater detail as well as a letter template that the Regional District Board may wish to consider using if it is interested in becoming involved. The deadline to submit letters is August 20.

Please feel free to contact me if you have any questions or if you would like more information. Thank you for your consideration.

Sincerely,

Lance

**Lance MacDonald**  
General Manager  
Customer Solutions Delivery - Northern BC  
250-565-3449 office  
250-617-1096 mobile  
[lance.macdonald@telus.com](mailto:lance.macdonald@telus.com)



TELUS  
4188 Cowart Road  
Prince George BC  
Canada V2N 6H9  
telus.com  
250-565-3449  
[lance.macdonald@telus.com](mailto:lance.macdonald@telus.com)

August 5, 2014

Ms. Karen Goodings  
Chair, Peace River Regional District  
Sent via email: [kgooding@pris.bc.ca](mailto:kgooding@pris.bc.ca)

Dear Karen,

**RE: CRTC Regulation of Wireless Networks**

As you may know, there are currently proceedings underway at the CRTC (the regulatory body for telecommunications in Canada) to regulate wireless networks. At present, roaming agreements are commercially negotiated between carriers, with wholesale rates based on what is acceptable to both parties involved. The CRTC is examining whether there should be enhanced regulation of wholesale rates and roaming agreements.

These CRTC proceedings may result in regulations that would open-up a telecommunications company's wireless network to other carriers at regulated wholesale rates which may not reflect the true cost of providing service in rural areas. This would have the effect of discouraging investment in areas that are more challenging to provide coverage.

At TELUS, we work to put our customers first and we are actively expanding our wireless capabilities to meet our community's needs. As you are aware, we have made significant investments in your region, over the last several years, including 2014, we have built or plan to build four additional cell sites which together will provide and estimated 75 kilometers of new highway cellular coverage. We are working toward other cell sites on in the region in the years to come.

In the proposed regulatory environment, there would be far less incentive for TELUS to continue to invest billions of dollars in wireless network infrastructure if that would then be accessible to our competitors at wholesale rates that are too low.

Although the CRTC may be contemplating changes with an eye to increase the number of industry competitors, TELUS believes this would have the unintended effect of discouraging further private investment in network expansion. The fact is that TELUS has demonstrated our willingness to invest on rural and remote areas while the newer wireless companies have not. If the landscape were to significantly change, not only would it be less financially feasible for more established companies to invest in rural areas, it is unlikely a newer player would make those investments.

As part of our submission to the CRTC, we are encouraging organizations which have an interest in enhanced wireless coverage in their area to voice their concerns about the impact of the proceedings on future wireless investment in rural areas. Your organization does not necessarily have to advocate a particular position, but rather simply express the priorities of your community and the importance of continued cellular investment in rural areas of BC for the economy, safety and personal connections.

Although the deadline to submit your views as an intervener in the proceedings is August 20, any communication you may be able to provide by the end of September, with a copy to TELUS, would be of assistance to us. For your convenience, I have attached a template letter you may use for this purpose.

We are grateful for your consideration of this request and look forward to discussing this further at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance", written in a cursive style.

Lance MacDonald  
General Manager,  
Northern BC



[Letterhead]

Date [prior to August 20], 2014

Mr. John Traversy  
Secretary General  
Canadian Radio-television and  
Telecommunications Commission  
Ottawa, ON K1A 0N2

Sent via email to [John.Traversy@crtc.gc.ca](mailto:John.Traversy@crtc.gc.ca)

Dear Mr. Traversy:

**Re: *Review of wholesale mobile wireless services*, Telecom Notice of Consultation CRTC 2014-76  
("Notice 2014-76"), Intervention of [name of organization]**

[about the Peace River Regional District, who you represent etc]

We understand that the CRTC is examining the Canadian mobile wireless marketplace. We also understand that the CRTC is considering possible mandatory wholesale access to wireless network services to assist competitors.

We wish to express our concerns about the impact this may have on incentives to invest in more rural or challenging areas to provide coverage.

The communities represented by our Regional District rely extensively on the availability of wireless networks. Much progress has been made to enhance wireless coverage in Northern BC due to the willingness of companies like TELUS to invest despite the high cost of providing service and limited revenue opportunities.

TELUS has been investing in Northern BC, and have built or plan to build four additional cell sites here in 2014 to provide and estimated 75 kilometers of new highway cellular coverage where there previously was none. This coverage is critical to residents and travelers in the Northern BC.

Our residents have access to some of the fastest wireless networks in the world because companies such as TELUS have been willing to invest. It is imperative that we encourage them to continue investing – not create disincentives to invest which would be the unintended consequence of mandating wholesale rates that are too low in a bid to increase competition. It is critical that our community members are not left behind when it comes to wireless network coverage.

Given the importance of the issues under consideration in this proceeding and the potential impact on availability of wireless services in Canada, we ask that you consider our views and the potential impact of your decision on our community.

We ask that the CRTC ensure its framework maintains full incentives for wireless service providers to invest in rural communities so that our citizens continue to have access to the fastest networks. We would not want the CRTC to institute new rules that would detract future investment.

We thank the CRTC for its consideration of our intervention in this important proceeding.

Sincerely,