

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

Bylaw No. 2023-29

Being a Bylaw respecting Construction, Demolition, Change of Use and Inspection of Buildings within the Township of North Dundas

WHEREAS Section 130 of the Municipal Act R.S.O. 2001, Chapter 25, as amended, enables Council to pass bylaws relating to the safety and well-being of the inhabitants of the municipality;

AND WHEREAS Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, empowers Council to pass certain bylaws respecting construction, demolition, and change of use, permits and inspections;

NOW THEREFORE, the Council of the Corporation of the Township of North Dundas enacts as follows:

1.0 SHORT TITLE

1.1. This bylaw may be cited as the "Building Bylaw".

2.0 DEFINITIONS

2.1. In this bylaw:

- (a) "Act" means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended;
- (b) "as constructed plans" means as constructed plans as defined in the Building Code;
- (c) "architect" means a holder of a licence, a certificate of practice, or a temporary license under the Architect's Act as defined in the Building Code;
- (d) "building" means a building as defined in Section 1(1) of the Act;
- (e) "Building Code" means the regulations made under Section 34 of the Act;
- (f) "Chief Building Official" means the chief building official appointed by a bylaw of The Corporation of the Township of North Dundas for the purposes of enforcement of the Act;
- (g) "farm building" means a farm building as defined in the Building Code;
- (h) "permit" means written permission or written authorization from the Chief Building Official to perform work regulated by this bylaw and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act;
- (i) "plumbing" means plumbing as defined in Section 1(1) of the Act;
- (j) "professional engineer" means a person who holds a license or a temporary license under the Professional Engineer's Act, as defined in the Building Code;

- (k) "renovation" means to materially alter a structure, building, or part of a building, and includes the term "to renovate".
 - (l) "sewage system" means a sewage system as defined in Section 1(1) of the Act;
 - (m) "Township" means The Corporation of the Township of North Dundas.
- 2.2. Other terms which are used in the bylaw and which are defined in the Building Code Act, 1992, include: "alternative measure"; "compliance alternative"; "construct"; "construction"; "demolish"; "inspector"; "municipality"; "officer"; "plans review certificate"; "principal authority"; "qualified"; "registered code agency"; and "regulations", shall have a corresponding meaning for the purposes of this bylaw.

3.0 CLASSES OF PERMITS AND FEES

- 3.1. Classes of permits with respect to the construction, demolition, and change of use of buildings and permit fees and administrative performance deposits shall be as set out in Schedule "A" of this bylaw.
- 3.2. The fees established in Schedule "A" are to be evaluated annually and reported to Council prior to March 31st of each year, in accordance with Schedule "C", the fees shall be adjusted accordingly so that the fees do not exceed the anticipated reasonable costs of the department to administer and enforce the Act.
- 3.3. Refunds for fees paid shall be established in accordance with Schedule "B".
- 3.4. Where a design proposes a compliance alternative; an alternative measure; a request for equivalency, or an objective based performance alternative to the prescriptive requirements of the code, the fees established in 3.1 shall be adjusted in accordance with the hourly rate established in Schedule "A" or by the estimated cost for third party review, as determined by the Chief Building Official.
- 3.5. Valuation of Permit Fees:
 - 3.5.1. Where the fees are based on the cost or valuation of the proposed work, such cost or valuation shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services.
 - 3.5.2. The Chief Building Official may place a valuation on the cost of the proposed work for the purpose of establishing the permit fee, and where disputed by the applicant, the applicant shall pay the required fee under written protest and within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the Chief Building Official shall issue a refund in accordance with Schedule "B".
 - 3.5.3. A protest under 3.5.2. shall be in writing no later than ninety (90) days from the day the fees were collected.
 - 3.5.4. In determining a valuation, the Chief Building Official shall have regard to Marshall & Swift/Boeckh, RSMMeans, or other similar building estimating system technology.
- 3.6. Except as in 3.6.1. and 3.6.2., fees imposed in pursuant to this bylaw as set out in Schedules "A" and "B", other than the Administrative Performance

Deposit, shall be adjusted annually, without amendment to this bylaw, on March 1st, in accordance with Statistics Canada Table: 18-10-0256-01 Consumer Price Index (CPI) statistics.

3.6.1. In the event that the Consumer Price Index in accordance with the table noted in 3.6. is a negative value, fees shall remain the same.

4.0 PERMITS

- 4.1. To obtain a permit or replace a revoked permit, the owner or authorized agent of the owner shall file an application in the prescribed form under the regulations of the Building Code Act. All fields, schedules, and attachments must be completed in their entirety to be accepted as a complete application.
- 4.2. No incomplete application shall be accepted by the Chief Building Official for issuance of a permit.
- 4.3. Despite Section 4.2, any incomplete application may be submitted for early design review if the applicant agrees in writing in accordance with Schedule "D", that the application is not subject to time requirements under Part 2 of the Building Code.
- 4.4. Complete applications shall take precedence over incomplete applications.
- 4.5. For an application to be considered complete, it must be accompanied by all fees required to issue the permit.
- 4.6. Where the Chief Building Official is unable to confirm ownership of a property, a deed for the title of the property must be produced showing ownership.
- 4.7. An application is deemed (to be) not complete unless the following additional information is provided with the appropriate class of permit:
 - 4.7.1. Building Permits: (including renovations, material alterations, and designated structures)
 - (a) provide plans and specifications as described in Section 5, the details of the work and occupancy to be covered by the permit for which an application is made;
 - (b) provide a site plan showing distances to property lines, sizes of all existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, wells, tanks, tile beds, etc.;
 - (c) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide a signed "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E";
 - (d) where the property does not have access to public sewers, provide a sewage system permit designed to accommodate the proposed plumbing;
 - (e) where the application is for a residential building covered under the Ontario New Home Warranty Act, provide a completed "New Home Warranty Declaration" attached as Schedule "F";
 - (f) where an approved entrance in accordance with the bylaws of the Township does not exist, provide an "Entrance Permit" attached as Schedule "G";
 - (g) where required by bylaw, provide a "Water/Sewer Connection Permit" attached as Schedule "H";
 - (h) where a civic number does not exist, provide an application for a civic number along with the appropriate fee established in the applicable bylaw;

- (i) where a Site Plan Agreement is required by the Township's "Site Plan Control Bylaw," provide a copy of the agreement duly signed by all parties;
- (j) where a Temporary Use Agreement is required by a bylaw of the Township, provide a copy of the agreement duly signed by all parties; and
- (k) where any applicable law to the Building Code requires that a permit, certificate, approval, or 3rd party review is required before a permit can be issued; provide a signed copy of the required document(s).

4.7.2. Demolition Permits:

- (a) provide specifications of the details of the work and occupancy to be covered by the permit for which an application is made;
- (b) provide details of the method of demolition and the destination of the building, building components, or debris as the case may be;
- (c) provide a statement that all services and utilities have been removed and safely disconnected with the approval of the proper authority;
- (d) provide a statement that any buildings to be demolished are vacant and that no claim for tenancy is before the Rental Tribunal;
- (e) provide a site plan showing distances to property lines, sizes of all existing buildings and proposed demolitions, drainage patterns, and any major land features such as rivers, ponds, wells, tile beds, etc.;
- (f) where an Engineer is required by the Building Code to carry out a field review of the demolition, provide a "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E"; and
- (g) where any applicable law to the Building Code requires that a permit, certificate, approval, or a 3rd party review is required before a permit can be issued, provide a signed copy of the required document(s).

4.7.3. Change of Use Permits:

- (a) even though no construction may be proposed; provide a detailed drawing and/or a written description of the new use of the building and how the existing space will be utilized and/or manipulated to accommodate the new occupancy;
- (b) where equipment, shelving, fixed furniture, or apparatus will alter the existing floor plan, provide a floor plan as described in Section 5 that will show the new layout, paths of travel, emergency lighting locations, doors, windows, existing structure composition, etc.; and
- (c) provide a site plan showing distances to property lines, sizes of all existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, wells, tanks, tile beds, etc.

4.7.4. Renewal Permits: (of an un-revoked permit)

- (a) provide an update of all information previously provided for the issuance of a permit; and
- (b) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide a recent and updated "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E".

4.7.5. Transfer Permits:

- (a) provide an update to all information previously provided for the issuance of a permit;
- (b) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide an updated form attached as Schedule "E" entitled "Commitment to General Reviews by Architect and Engineers"; and
- (c) all agreements previously provided for the issuance of a permit must be re-signed by all parties.

4.8. A Conditional Permit may be issued at the discretion of the Chief Building Official for an incomplete permit application, where it is of the opinion that an unreasonable delay in the construction would occur if the permit was not granted.

4.8.1. Before issuing a Conditional Permit, the Chief Building Official must be provided with the following information;

- (a) all the information that would be required for a Building Permit in accordance with articles 4.7.1. (a), (b), (d), (f), (h), and
- (b) an agreement with the Township attached as Schedule "I".

4.8.2. The Chief Building Official is hereby delegated the power to enter into an agreement referred to in clause 4.8.1.(b) and Schedule "I" of this bylaw.

4.8.3. All fees collected for a conditional permit, as established in Schedule "A" for the full project, may be retained by the Township and used for the enforcement of the agreement.

4.9. Where a building permit does have an administrative performance deposit, it will automatically be renewed annually from the original issued date and deductions will be made in accordance with Schedule "A".

4.10. Where a building permit does not have an administrative performance deposit or where the administrative performance deposit has been retained in full by the Township, the permit will need to be renewed annually and fees paid in accordance with Schedule "A".

4.11. A permit that has been revoked under the Building Code by the Chief Building Official shall not be renewed using a Renewal Permit.

4.12. When the property, upon which there exists an uncompleted project subject to an active Building Permit, changes ownership, the new property owner or an authorized agent shall obtain a Transfer Permit or a Building Permit, before continuing construction.

4.13. When the person to whom a permit was issued is no longer available, has control of the construction, or is willing to take responsibility for the construction; the property owner or an authorized agent shall obtain a Transfer Permit or a Building Permit, before continuing construction.

5.0 PLANS AND SPECIFICATIONS

5.1. Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition or change of use will conform with the Act, the Building Code, and any other applicable law.

5.2. Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two (2) complete sets of the plans and

specifications required under this Bylaw. Once reviewed by the Township one (1) complete set will be attached to, and will form part of, the issued permit.

- 5.3. Plans shall be drawn to scale on paper, or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such working drawings as set out in Schedule "J" to this Bylaw unless otherwise specified by the Chief Building Official.
- 5.4. Plans and specifications shall be designed by individuals registered or qualified in accordance with the Building Code for the appropriate classes/categories. Plans are to include the Building Code Identification Number "BCIN", provided by the Ministry of Municipal Affairs and Housing, of the qualified person or persons involved in the design of the building. Proof of qualifications shall be submitted upon request by the Chief Building Official.
- 5.5. Where unstable slopes, landfill, karst, marsh land, peat or other questionable soils are present or known to be present; plans shall include a report from a geo-technical specialist and/or a foundation design prepared, signed and sealed by a Professional Engineer.
- 5.6. The Chief Building Official may require that a set of plans for a building or any class of buildings as constructed be filed with the Chief Building Official on completion of construction under such conditions as may be prescribed in the Building Code.
- 5.7. After the issuance of a permit, notice of any material change to a plan, specification, document, or other information on the basis of which the permit was issued, must be given in writing, to the Chief Building Official together with the details of such change, and any fees established in Schedule "A".
- 5.8. Equivalents:
 - 5.8.1. Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an equivalent material, system or building design for which authorization under Section 9 of the Act is requested, the following shall be provided:
 - (a) a description of the proposed material, system or building design for which authorization under Section 9 of the Act is requested;
 - (b) any applicable provisions of the Building Code;
 - (c) evidence that the proposed material, system or building design will provide the level of performance required by the Building Code; and
 - (d) any fees payable in accordance with Schedule "A".

6.0 GENERAL

- 6.1. No person shall construct or demolish a building or cause a building to be constructed or demolished unless a permit has been issued therefore by the Chief Building Official.
- 6.2. Every person to whom a permit was issued shall keep the Township reviewed plans and specifications on the subject lands upon which the permit was issued.
- 6.3. Every person to whom a permit was issued shall keep posted in a conspicuous location on the subject lands upon which the permit was issued;

a card indicating the permit number, location of subject lands, date issued, and bearing the authorization of the Chief Building Official.

- 6.4. Even though no construction is proposed, no person shall change the use of a building or part of a building or permit the use to be changed if the change would result in an increase in hazard, as determined in accordance with the Building Code, unless a permit has been issued by the Chief Building Official.
- 6.5. No person shall renovate or materially alter a building or part of a building or permit the alteration of a building unless a permit has been issued by the Chief Building Official.
- 6.6. After a permit has been issued, no person shall cause a material alteration to a plan, specification, or document on which the basis of a permit was issued without the expressed written authorization of the Chief Building Official.
- 6.7. The owner or authorized agent of the owner to whom a permit was issued shall notify the Chief Building Official, at least two (2) days in advance, of the readiness for an inspection in accordance with the prescribed notices of the Building Code.
- 6.8. No person shall continue construction that would result in covering or partially covering a stage of construction that has not been inspected, without first providing the proper notification in accordance with Div. C Subsection 1.3.5 of the Building Code, and without waiting the required time allowance in Div. C Article 1.3.5.3 of the Building Code or in Section 6.7 of this bylaw.
- 6.9. No person shall occupy a building or part of it without the permission of the Chief Building Official.
- 6.10. No person shall remove or cause to be removed, an order posted by the Chief Building Official or a Building Inspector.

7.0 ADMINISTRATION

- 7.1. The Chief Building Official, Deputy Chief Building Official, and Building Inspectors shall be appointed by bylaw for the appointment of municipal officers.
- 7.2. In the absence of the Chief Building Official, the Deputy Chief Building Official, or in their absence, the Director of Planning, Building and Enforcement; shall have all the powers and duties of the Chief Building Official.
- 7.3. The Director of Planning, Building and Enforcement is responsible to budget and ensure that those persons enforcing the Building Code and this bylaw for the Township, are properly trained so that they may remain qualified and entitled to hold their appropriate positions as prescribed under the Building Code.
- 7.4. Those persons responsible for the enforcement or administration of the Building Code and this bylaw shall perform their duties in a manner consistent with the "Code of Conduct" attached as Schedule "K" of this bylaw.
 - 7.4.1. Any person who believes that an officer of this bylaw has breached the "Code of Conduct", may request in writing that the Township conduct an investigation into the matter.

- 7.4.2. A letter that does not include sufficient details of the matter and provide evidence to support the claim may be dismissed by the investigator as frivolous.
- 7.4.3. Upon receipt of a complaint the Director of Planning, Building and Enforcement shall conduct an investigation and where appropriate, recommend disciplinary action against the officer to the Chief Administrative Officer. A copy of the report shall be submitted to the employee.
- 7.4.4. If in the opinion of the Chief Administrative Officer, disciplinary measures are required, such measures shall have regard to the relevance of the conduct to the building official's powers and responsibilities as well as the severity of any misconduct, disciplinary measures shall be discreetly applied using the Personnel Policy Manual of the Township.
- 7.5. Every person who contravenes any provisions of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
- 7.6. When a person has been convicted of an offence under this bylaw, the Ontario Court of Justice, or competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence by the person convicted.
- 7.7. If a court of competent jurisdiction should declare any section or part of a section of this bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the bylaw, and it is hereby declared that the remainder of this bylaw shall be valid and shall remain in force.
- 7.8. Any permit application which has been accepted by the Township prior to the effective date of this bylaw, may be evaluated in accordance with that bylaw regardless of whether fees have been submitted.
- 7.9. The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.
- 7.10. Bylaw No. 2022-72 of the Township of North Dundas is hereby repealed, effective June 1, 2023.
- 7.11. This bylaw shall come into effect on the 1st day of June, 2023.
- 7.12. The following Schedules form part of this Bylaw:
- Schedule "A" Classes of Permits and Permit Fees
 - Schedule "B" Calculation of Permit Refunds
 - Schedule "C" Year End Report to Council
 - Schedule "D" Agreement for Early Design Review
 - Schedule "E" Commitment to General Reviews by Architect and Engineers
 - Schedule "F" New Home Warranty Declaration
 - Schedule "G" Entrance Permit
 - Schedule "H" Water/Sewer Connection Permit

- Schedule "I" Agreement for Conditional Permit
- Schedule "J" Description of Required Drawings
- Schedule "K" Code of Conduct

READ and passed in Open Council, signed and sealed this 16th day of May, 2023.

MAYOR

CLERK

SCHEDULE "A" TO BYLAW No. 2023-29

Fees increase June 1, 2023

Fees to be calculated using the gross building area

		Rate	Flat/Minimum Fee
Class of Permit			
<i>Group A and B - Assembly, Care and Detention</i>			
1	All except as noted below	\$1.59/ft ²	\$2,377
2	Portable Classroom	\$668/unit	-
<i>Group C - Residential</i>			
3	Single Family Dwelling	\$1.28/ft ²	\$1,888
4	Multi-Residential (2 units or more; includes the addition of a unit in a S.F.D., Semi-Detached, Townhouse, Row House)	\$1.47/ft ²	\$1,367
5	Apartment Building	\$1,042/unit	-
6	Addition and Major Renovation	\$1.09/ft ²	\$586
7	Garage, Carport, Accessory Building	\$0.68/ft ²	\$326
8	Porch, Deck, Veranda, Minor Renovation	\$0.85/ft ²	\$228
9	Garden Suite (as defined in the Planning Act)	\$668/unit	-
10	Pre-Fabricated Dwelling, Relocating Existing Dwelling	\$1,042/unit	-
11	Porch, Deck, Veranda, Garage, Carport, Solid Fuel Burning Appliance when forms part of the new residential unit (excludes mobile home, pre-fabricated dwelling, dwelling being relocated and tiny house)	50% of established fee	50% of established fee
12	Tiny House (398ft ² or less in building area and not more than one dwelling unit)	\$3.26/ft ²	\$1,081
13	Tiny House Constructed Off-Site (398ft ² or less in building area and not more than one dwelling unit)	\$1.93/ft ²	\$768
<i>Group D and E - Business, Personal Service and Mercantile</i>			
14	All	\$1.26/ft ²	\$2,084
<i>Group F - Industrial</i>			
15	All except as noted below	\$0.49/ft ²	\$1,725
16	Office Area in any Industrial Building	\$1.47/ft ²	-
17	Self-Service Storage Buildings	\$0.56/ft ²	\$1,563
<i>Group A, B, D, E and F</i>			
18	Accessory Building	\$0.85/ft ²	\$553
19	Additions and Major Renovations	\$1.14/ft ²	\$716
20	Minor Renovations	\$0.83/ft ²	\$456
<i>Farm Buildings</i>			
21	New Barns (Livestock)	\$0.20/ft ²	\$1,432
22	Additions, Renovations, Accessory	\$0.33/ft ²	\$651
23	Silo, Grain Bin, Manure Storage	\$358/unit	-
24	Livestock Barns and Additions 3000ft ² or less	\$0.42/ft ²	\$540
<i>Plumbing</i>			
25	Fixtures	\$19/fixture	-
26	Connecting to Municipal Services (water and sewers)	-	\$130
27	Water and/or Sewer Line Service Inspection	\$64/100ft	\$130
<i>Demolition</i>			
28	Building ≤ 6458ft ²	-	\$195
29	Buildings > 6458ft ²	-	\$237
<i>All</i>			
30	Fabric Covered Structures	\$0.23/ft ²	\$521
31	Where calculation of a permit fee on a per ft ² basis is unfeasible, impractical, or does not properly reflect the service provided as determined by the CBO	\$19/\$1,000 of construction value	-
32	Where calculation of a permit fee for an addition, major or minor renovation does not properly reflect the service provided as determined by the CBO	Rate for new construction	-
33	New HRV, ERV unit when not part of new construction	-	\$130
34	Designated Structures	-	\$521
35	Change of Use (no construction is proposed)	-	\$391
36	Solid Fuel Burning Appliance	-	\$163
37	Tent	\$65/additional tent	\$130 (up to 2 tents)
38	Sign	-	\$195
39	Addition of new plumbing fixtures only	-	\$130
<i>Other</i>			
40	Transfer of Permit	-	\$66
41	Liquor Licence	-	\$73
42	Building Code Compliance Letter	-	\$107
43	Limiting Distance Agreement	-	\$163
44	Permit Reactivation (where no performance deposit was required or after performance deposit is lost)	-	\$128, valid up to one year from the date of payment
45	Photocopies 5-10% ink coverage - Related to an application being submitted to the Township	\$6.40/page (plotter printer), \$0.64/page (11" X 17"), \$0.32/page (8.5" X 14" or 8.5" X 11")	-

<i>Administrative Surcharge</i>			
46	Conditional Permit	5% surcharge up to \$1,279	\$130
47	Subsequent Design Review, Alternate Solutions, Revisions to Approved Plans, Re-inspections	\$130/hour	-
48	Peer Review (Study, Report, Plans)	At cost of applicant +5% administrative surcharge	-
49	Work started without a permit	Cost of building permit multiplied by 2	-
50	Letter Sent for Building without a Permit	-	\$46
51	Orders to Comply issued except as noted below	-	\$65
52	Stop Work/Unsafe Order issued	-	\$195
53	Emergency Order issued	-	\$391
54	Register a document on title	All associated costs	
<i>Reduction in Fees</i>			
55	Where residential dwelling units are identical to each other and permit applications are submitted within 4 months of each other	15% Reduction in Fees (excludes initial unit, Plumbing, Administrative Surcharges, Other and Administrative Performance Deposits)	
56	Tent permit applications submitted for Not-for-Profit Organizations	100% Reduction in Fees	
57	Permit applications submitted for property owned by the Township	50% Reduction in Fees	
<i>Administrative Performance Deposit</i>			
58	Value between \$0 and \$24,999	-	\$200
59	Value between \$25,000 and \$99,999	-	\$500
60	Value between \$100,000 and \$399,999	-	\$1,500
61	Value between \$400,000 and \$999,999 for residential	-	\$2,000
62	Value between \$400,000 and \$999,999 for non-residential	-	\$3,000
63	Value equal to or over \$1,000,000 for residential construction	-	\$3,000
64	Value equal to or over \$1,000,000 for non-residential construction	-	\$5,000
Note 1	<i>In the event that the project value indicated by the applicant does not properly reflect the actual work, the Chief Building Official may require a higher or lower performance deposit, or not require a performance deposit.</i>		
<i>Notes to Administrative Performance Deposit</i>			
Note 2	<i>Once a Permit has been issued by the Chief Building Official, except as per Note 3 and 4, the Refundable Fee will be refunded in whole or in part in accordance with the following provisions:</i>		
	a) One hundred percent (100%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within one (1) year of the date of issuance of the Permit,		
	b) Ninety percent (90%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within two (2) years of the date of issuance of the Permit,		
	c) Sixty percent (60%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within three (3) years of the date of issuance of the Permit,		
	d) Thirty percent (30%) of the Refundable Fee is to be refunded if the Work and all required inspections are completed within four (4) years of the date of issuance of the Permit,		
	e) No refund of the Refundable Fee will be issued if the Work and all required inspections are not fully completed within four (4) years of the date of Permit issuance. This will not relieve the Permit Holder of obligations under any regulations of any Bylaw, the Building Code Act or regulations made thereunder.		
Note 3	<i>The Refundable fee may be deducted for any re-inspection, revisions to approved plans at the hourly rate at the discretion of the Chief Building Official.</i>		
Note 4	<i>Once a Permit has been issued by the Chief Building Official, for any Permit having a construction value of greater than \$999,999, the Refundable Fee will be refunded in whole or in part in accordance with the following provisions:</i>		
	a) One hundred percent (100%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within two (2) years of the date of issuance of the Permit		
	b) Ninety percent (90%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within three (3) years of the date of issuance of the Permit,		
	c) Sixty percent (60%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within four (4) years of the date of issuance of the Permit,		
	d) Thirty percent (30%) of the Refundable Fee is to be refunded if the Work and all required inspections are completed within five (5) years of the date of issuance of the Permit,		
	e) No refund of the Refundable Fee will be issued if the Work and all required inspections are not fully completed within five (5) years of the date of the issuance of the Permit.		
Note 5	<i>The refund of the whole or in part of the Refundable Fee shall not be deemed a waiver of any provisions of any Bylaw or requirements under the Building Code Act or regulations made thereunder. Also, the refund should not be construed as a certification or guarantee that the Building for which a Permit was issued meets all the requirements of the Building Act or regulations made thereunder.</i>		
Note 6	<i>The refund of the whole or in part of the Refundable Fee shall be returned to the Payer of the permit, unless other arrangements have been made in writing with the Chief Building Official.</i>		
<i>Note to Permit Fees</i>			
Note 7	<i>In the event that a project requires permit fees to be calculated using multiple rates, the flat/minimum fee for each rate shall apply to the applicable area.</i>		
<i>Transition</i>			
Note 8	<i>Any permit issued before June 1, 2022 for which a performance deposit has been paid and the permit has not been closed, the performance deposit will be deducted \$128.00 annually.</i>		
Note 9	<i>Any permit issued on or after June 1, 2022 for which a performance deposit has been paid and the permit has not been closed, the performance deposit will be deducted in accordance with Note 2, 3, and 4 (as applicable).</i>		

SCHEDULE "B" TO BYLAW No. 2023-29

Calculation of Permit Refunds

Upon written request; or,

Upon final completion of a permit where the Chief Building Official determines that the construction is in general conformity to the Building Code, and

Where permit fees have been paid to the Township, the Chief Building Official may authorize a refund in accordance with the following policy:

- 1) No refund shall be issued on any permit fee which is equal to or less than one (1) hour at the hourly rate set out in Schedule "A".
- 2) Where a permit has not been issued and has not received plans review all fees collected less one (1) hour at the hourly rate set out in Schedule "A" may be refunded.
- 3) Where a permit has not been issued but the plans or supporting documents have been reviewed, in part or in whole, for compliance with Ontario Building Code; fifty percent (50%) of the fees calculated in accordance with Schedule "A" and all of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 4) Where construction has not started and a permit has been revoked by the Township; fifty percent of the fees calculated in accordance with Schedule "A" and ninety percent (90%) of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 5) Where construction has started and abandoned, or a permit has been revoked by the Township; fifty percent (50%) less ten percent (10%) for each field inspection conducted of the fees calculated in accordance with Schedule "A" and none of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 6) Except where a fee is paid under protest, upon substantial completion of a project no portion of the fee calculated in accordance with Schedule "A" shall be refunded.
- 7) Upon completion of a project the portion of fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded in accordance with the provisions detailed in the Administrative Performance Deposits section in Schedule "A".
- 8) When the person to whom a permit was issued is no longer available, has control of the construction, or is willing to take responsibility for the construction, the permit fee as calculated in Schedule "A" is forfeited to the Township and no refund shall be issued.
- 9) Where a permit fee calculated in Schedule "A" was paid under written protest in accordance with Section 3.5.2. a refund shall be issued on the difference less one (1) hour at the hourly rate as set out in Schedule "A" for the cost to review the audited statement.
- 10) Where an agreement is entered into under Schedule "I" of this Bylaw, the Township may retain all fees collected, where the Township is required to register the agreement on title or otherwise enforce the agreement.
- 11) Where municipal property has been damaged and not repaired due to any construction applicable with the permit to which refundable permit fees are being considered; no refund shall be issued.

- 12) Where a subdivision agreement requires a submission of a building location plan and/or an "As-Built Grade Certificate," such plan and/or certificate shall be submitted to the Township prior to a refund being issued.

SCHEDULE "C" TO BYLAW No. 2023-29

Year End Report to Council

A report in the following format is to be submitted to Council no later than March 31st of each year. This report is to indicate the previous year's direct and indirect costs of administering the Ontario Building Code, and shall also estimate the current year's direct and indirect costs. The report will show the total permit fees collected and provide a breakdown into the following types:

Income

Residential	\$	\$
Commercial/Industrial	\$	\$
Agricultural	\$	\$
Administrative	\$	\$
Transfer from Reserve	\$	\$
Total	\$	\$

Expenditure

	Actual cost for the previous year	Estimate for the current year
--	--------------------------------------	----------------------------------

Direct Costs

Salaries, Benefits, Holidays	\$	\$
Inspection and Review Services	\$	\$
Vehicle and Fuel	\$	\$
Repairs	\$	\$

Indirect Costs

WSIB, Insurance Premiums (Includes 30% e&o, and liability)	\$	\$
Office Supplies, Forms	\$	\$
Legal Fees	\$	\$
Professional Development and Training	\$	\$
Office Equipment and Repairs	\$	\$
General Administration Costs (Heat, Hydro, etc.) approx.. 6% of overall	\$	\$
Capital Expenditures	\$	\$
Bank Fees	\$	\$
Transfer to Reserve (for refund of permit fees)	\$	\$

Totals	\$	\$
--------	----	----

Current Balance on Reserve Account	\$	\$
------------------------------------	----	----

Comparison against dollars received (surplus vs. shortfall):

Comments and any recommendations from the Chief Building Official:

SCHEDULE "D" TO BYLAW No. 2023-29

Agreement for Early Design Review

I, the undersigned, recognize that my application is incomplete and that I am willing to wait for a response while the Building Department does a preliminary review of the plans and specifications in an effort to help me organize my construction project. I do not expect, nor will I be requesting, the Township to issue a permit within the time specified in Div. C Section 1.3 of the Ontario Building Code.

I also understand that complete applications will take precedence over my incomplete application, and that I may have to wait longer than usual for a response from the Building Department.

Further, the information provided is only preliminary and may change or require additional information based on this early design review. Therefore, I will not expect a faster turn-around time on my permit application when I do finally submit a complete and proper application.

Date: _____

Phone Numbers: _____

Name: _____

Signature: _____

SCHEDULE "E" TO BYLAW No. 2023-29

Commitment to General Reviews by Architect and Engineers

Available on the Ontario Association of Architects web site and the Professional Engineers of Ontario web site.

COMMITMENT TO GENERAL REVIEW BY ARCHITECT AND ENGINEERS

Ontario Building Code, s.2.3.2.

Part A: Owner's Undertaking

(This part must be completed by Owner or agent authorized by Owner)

Project Description:

Address of Project:

Permit Application No.:

WHEREAS the Ontario Building Code requires that the project described above be designed and reviewed during construction by an architect, professional engineer or both that are licensed to practice in Ontario; (see overleaf)

NOW THEREFORE the Owner, being the person who intends to construct or have the building constructed hereby warrants that:

1. An architect and/or professional engineers have been retained to provide general review of the construction of the building to determine whether the construction is in general conformity with the plans and other documents that form the basis for the issuance of a building permit, in accordance with the performance standards of the Ontario Association of Architects and/or Professional Engineers of Ontario;
2. All general review reports by the architect and/or professional engineers will be forwarded promptly to the Chief Building Official, and
3. Should any retained architect or professional engineer cease to provide general review for any reason during construction, the Chief Building Official will be notified in writing immediately, and another architect or engineer will be appointed so that general review continues without interruption during construction.

The undersigned hereby certifies that he/she has read and agrees to the above

Name of Owner:

Date:

Address of Owner:

Telephone:

Signature of Owner:
(or officer of corporation)

Print Name:

Fax:

Name of Prime Consultant:

Telephone:

(person coordinating work of all consultants)

Address:

Fax:

Part B: Confirmation by Consultants

(This part must be completed by all consultants retained for general review)

The undersigned architect and/or professional engineer(s) hereby certify that he/she has been retained to provide general review of the parts of construction of the building indicated, to determine whether the construction is in general conformity with the plans and other documents that form the basis for the issuance of a building permit, in accordance with the performance standards of the Ontario Association of Architects and/or Professional Engineers of Ontario. (see overleaf)

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

ARCHITECTURAL STRUCTURAL SITE SERVICES MECHANICAL ELECTRICAL OTHER (SPECIFY):

Consultant Name:

Signature:

Print Name:

Address:

Telephone:

Fax:

Date:

SCHEDULE "F" TO BYLAW No. 2023-29

New Home Warranty Declaration

The form shall be as determined by Tarion Corporation. (Current form shown below)

Declaration of Applicant for Building Permit

Regarding the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, Chapter O.31, as amended

1. EVERY APPLICANT MUST COMPLETE BOX A.

PLEASE PRINT

Property Description: Lot*: _____ Plan/Concession*: _____ Municipal Address*: <table border="1" style="display: inline-table; width: 100%; height: 15px; vertical-align: middle;"></table> *for multiple requests, please attach Multiple Permit Request form – Schedule A* Municipality: <table border="1" style="display: inline-table; width: 100%; height: 15px; vertical-align: middle;"></table>	TARIION CORPORATION APPLICATION FOR BUILDING PERMIT PERMIT NO. _____
--	--

2. COMPLETE BOX B OR C, WHICHEVER IS APPLICABLE

B							
here applicant is building to sell (“vendor”/”builder”) or contracting as a “builder”							
Tarion Warranty Corporation (Tarion) Ref. No.: <table border="1" style="display: inline-table; width: 100px; height: 15px;"></table>	Tarion Expiry Date: <table border="1" style="display: inline-table; width: 100px; height: 15px; text-align: center;"> <tr> <td>Y</td><td>Y</td><td>M</td><td>M</td><td>D</td><td>D</td> </tr> </table>	Y	Y	M	M	D	D
Y	Y	M	M	D	D		
Position*: <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table> (*if the applicant is a corporation, print position of the representative signing)							
Declaration: I, <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table> (vendor/builder representative) have read and understand the provisions of Section 8(2) of the <i>Ontario Building Code Act</i> , as well as the relevant provisions of the <i>Ontario New Home Warranties Plan Act</i> , on the reverse side of this statement. I declare the above information to be true and correct. *I have the legal authority to sign this declaration.							
_____ Signature of the Vendor/Builder Representative	_____ Date						

C	
(SEE IMPORTANT INFORMATION ON REVERSE SIDE)	
here applicant is building to occupy (“owner”*) and is acting as the general contractor	
Declaration: I, <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table> (applicant) have read and understand the provisions of Section 8(2) of the <i>Ontario Building Code Act</i> , as well as the relevant provisions of the <i>Ontario New Home Warranties Plan Act</i> , on the reverse side of this statement. I declare that I am not acting as a “vendor” or “builder”; nor am I contracting with a “builder” to construct or manage the construction of this “home”. I understand that this home is not eligible for enrolment or coverage under the <i>Ontario New Home Warranties Plan Act</i> and a warranty claim to Tarion Warranty Corporation (Tarion) cannot be made for this home, by me or by any subsequent purchaser of this home.	
_____ Signature of Applicant	_____ Date
<table border="1" style="width: 100%; height: 30px;"></table>	*Please provide name(s) and address(es) or telephone number(s) of construction consultant(s)/manager(s), if any.
Current address <table border="1" style="width: 100%; height: 15px;"></table>	_____ _____ _____
Current Telephone <table border="1" style="width: 100%; height: 15px;"></table>	_____ _____

Original to be retained by Municipality

Pink Copy to Enforcement Department - Tarion

SCHEDULE "G" TO BYLAW No. 2023-29

Entrance Permit

As determined by the Township of North Dundas Public Works Department (current form shown below)



APPLICATION FOR ENTRANCEWAY AND CIVIC (911) NUMBERING

TOWNSHIP OF NORTH DUNDAS
Box 489, 636 St. Lawrence Street
Winchester, ON K0C 2K0
T - 613-774-2105 F - 613-774-5699

NAME (of landowner): _____

NAME (of applicant): _____

ADDRESS: _____ PHONE: _____

IS A CIVIC NUMBER REQUIRED YES or NO

LOCATION: _____

LOT # _____, CON. # _____, ROLL # _____

TOWNSHIP ROAD _____ SIDE OF ROAD _____

BETWEEN CIVIC NUMBER _____, and _____

SPECIFICALLY _____ metres _____ (N,S,.E,W) of _____

PURPOSE OF APPLICATION

Alteration or change in use of an existing entranceway: OR Permanent entranceway

CLASSIFICATION OF ENTRANCEWAY

Commercial Agricultural to farm Residential

A cheque in the amount of \$100.00 (entranceway) and/or \$75.00 (civic) payable to the Township of North Dundas (refundable should the application be denied) shall accompany this application.

I/We hereby apply to the Corporation of the Township of North Dundas for permission to construct an entranceway described above and to hereby agree to conform to the Township's conditions, standards and specifications governing entranceways.

DATE _____ SIGNATURE _____

OFFICE USE ONLY

CIVIC NUMBER ASSIGNED # _____
DATE FEE COLLECTED: _____ \$100.00 Entrance
_____ \$ 75.00 Civic Number

PERMISSION GRANTED AND APPROVED SPECIFICATIONS

Entranceway Dimensions:
Width of the entranceway at ditch/curbline _____
If a pipe is required, the pipe shall be new
galvanized steel or plastic SP nominal thickness _____
_____ metres long _____ mm in diameter

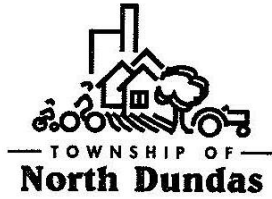
No 000234

TERMS AND CONDITIONS OF PERMIT ON REVERSE

SCHEDULE "H" TO BYLAW No. 2023-29

Water/Sewer Connection Permit

As determined by the Township of North Dundas Water and Sewer Department (current form shown below)



SANITARY SEWER / WATER CONNECTION

APPLICATION AND RECORD

No. _____

The undersigned hereby requests the Corporation of the Township of North Dundas to make the necessary service inspection and authorize sanitary sewer and/or water service for the premises on the _____ side of _____ Street, Lot No. _____ of Block _____.

Civic Address: _____

In the Township of North Dundas owned by: _____

Occupied by : _____

I further agree to conform to the provisions of all By-Laws or regulations of the Corporation of the Township of North Dundas in respect of such sanitary sewer and/or water service rate schedules.

Signature of Owner: _____

Dated this _____ Day of _____, _____.

Service rate effective date _____, _____.

Permit fee _____ collected on _____, _____ by _____

Note: The applicant must call Ontario Clean Water Agency at 613-448-3098, 48 hours in advance to arrange an inspection of the new service. If the service is installed without the proper inspection, the applicant may have to uncover the service to allow the inspection to take place at the applicant's expense.

NOTE: Only OCWA personnel are authorized to operate the water valve at your property line! Plumbers are not authorized to operate this valve. You must contact OCWA at 613-448-3098 to have the water turned on. Your service rate will become effective the day OCWA turns on the water. If you have the water turned on by someone else, the start date for billing purposes will be the date of this permit!

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
636 St. Lawrence St., Winchester, Ont.
K0C 2K0
613-774-2105

SCHEDULE "I" TO BYLAW No. 2023-29

Agreement for Conditional Permit

THIS AGREEMENT is made this _____ day of _____ 20_____,

BETWEEN:

(HEREINAFTER called the "Owner")
OF THE FIRST PART

AND: THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS

(HEREINAFTER called the "Township")
OF THE SECOND PART

WHEREAS the Owner warrants that he is the registered and beneficial Owner of lands described as

_____ County of Dundas;
(legal description), (former municipality),

AND WHEREAS the Owner has submitted to the Township an application for a Building Permit;

AND WHEREAS it is believed that an unreasonable delay in the construction would occur if a "Conditional Permit" was not issued.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto for themselves, their heirs, executors, administrators, successors and assigns, do covenant and agree as follows:

1) DEFINITIONS:

- a) "Owner" includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and an encumbrancer in possession, and may mean more than one Owner;
- b) "Conditional Permit" means a permit that is issued under Section 8(3) of the Building Code Act, S.O. 1992, C. 23
- c) "Services", "Facilities" or "Works" means the whole work, material, matters and things required to be done or supplied pursuant to this Agreement.

2) LANDS AFFECTED:

The Owner acknowledges that the lands which will be the subject of this Agreement are the lands generally described and known as _____, County of Dundas, more particularly described and known as in Schedule "A" of this Agreement.

3) PERMITS TO BE OBTAINED:

The Owner and/or their agents hereby agrees to obtain the required approvals, and/or submit the appropriate plans and specifications for the complete building, and any other matter or thing required to issue the Building Permit, prior to the continuation past the stage of construction permitted by the conditional permit; and

- a) that the Owner shall ensure that the appropriate Building Permit is obtained for all structures either moved onto or constructed on the site as required by the bylaws of the Township; and
- b) that the Owner shall pay to the Township of North Dundas forthwith upon the execution of this Agreement all applicable municipal fees including building permit fees and such development charges as may be payable in accordance with the provisions of the Township's Development Charges Bylaw as amended from time to time. Such development charges shall be payable in accordance with the provisions of the Township's Development Charges Bylaw in effect at the date of the issuance of the conditional permit.

4) COMPLIANCE WITH SITE PLAN:

The Owner and/or their agent agree that they shall comply at all times with the site plan (Schedule "B") for the development of lands which are the subject of this agreement and more particularly described in Schedule "A" hereto; the said Owner and/or agent of the owner agree that any breach of the site plan or conditions therein shall be deemed to be a breach of this agreement.

5) REMOVAL OF CONSTRUCTION:

The Owner agrees to remove any construction, or restore the lands to their original condition, at his sole expense, within three (3) months from the expiry date of the Conditional Permit. In the event that the Owner fails to remove the construction within the said time, the Township of North Dundas may enter upon the lands and remove the construction and charge the cost thereof, together with a management/disruptive fee of twenty five percent (25%) of the cost of such work to the Owner, who shall pay the same upon demand by the Township.

6) FINANCIAL SECURITY:

The Owner and/or their agent agrees that the Township may retain all fees collected under Section 3, and use said fees in order to enforce this agreement.

7) RELEASE OF FINANCIAL SECURITY:

Upon the Township being satisfied that the construction has been removed and the lands affected by this agreement have been restored, the Owner shall be entitled to have released any remaining fees in accordance with Section 3.3 of the Township's Building Bylaw, Bylaw No. 2023-29.

8) AGREEMENT BINDING ON SUCCESSORS, ETC.:

This Agreement along with Schedules "A" and "B", shall be binding upon the Owner and/or the occupants and their heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.

This Agreement may be amended at any time with the consent of the Township and the registered Owner of the said lands at the time of such amendment.

9) ALL CONVEYANCES TO INCLUDE COVENANT:

The Owner covenants and agrees with the Township that if the Owner sells or conveys the subject property or any part thereof that each transfer/deed of land shall contain a covenant on the part of the transferee in such transfer binding himself, his heirs, executors, administrators, successors and assigns to the terms of this Agreement and to the carrying out of the work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent transfers of the subject property until the works and obligations of the Owner under this Agreement have been fully performed. All covenants and agreements herein contained, assumed by or imposed upon the Owner are

deemed to be covenants which run with and bind the subject property and every part thereof. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands.

10) PAYMENT OF OUTSTANDING TAX ARREARS:

The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement.

11) REGISTRATION OF AGREEMENT:

Upon execution of this Agreement the Township may at any time register, or cause to be registered, this Agreement against the title to the Lands (described on Schedule "A") to which this Agreement applies at the sole cost of the Owner, and the Owner shall forthwith pay the same upon demand by the Township.

12) ENFORCEMENT OF AGREEMENT:

- a) In case of a default on any of the provisions of this agreement, the Township may elect to enforce any or all of the provisions of this Agreement in such order or succession as the Township may see fit and exercise any one or more of such provisions until such time as complete compliance with this Agreement by the Owner has taken place.
- b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to the remedies available to it, the Township may direct that such matter or thing shall be done at the expense of the Owner and/or the occupants after first giving written notice of the default to the Owner and/or the occupants and allowing the Owner and/or the occupants a reasonable opportunity to remedy the default (which time delay shall not be greater than ten (10) days) and the Township may recover the expense incurred in doing it by action, and the Owner hereby authorizes the Township to enter upon the said lands and do such matter or things.

13) AGREEMENT IS FINAL:

The Owner, for himself, his heirs, executors, administrators and assigns shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.

14) INDEMNIFICATION BY OWNER:

The Owner and/or their agent shall save harmless and indemnify the Township, its agents, servants and assigns from and against any and all liability, actions or causes of actions, present or future, which may arise and/or may be incurred by the Township as a result of the commencement of construction by the Owner and/or his agent.

15) PAYMENT OF LEGAL FEES:

The Owner agrees to pay for any legal costs incurred by the Township as a result of enforcing this agreement.

16) SEVERABILITY:

The Owner agrees that if any section, clause or provision of this Agreement, is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby

declared to be the intention that all remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions therefore shall be declared to be invalid.

17) GENDER:

This Agreement shall be read with any change of gender or number required by the context.

18) RELEASE:

The Owner and/or their agent shall be released from all obligations contained herein upon the issuance of a Building Permit for which the conditional permit was issued, and the fees collected under this agreement shall be the permit fees required in the Building Bylaw.

19) COLLECT AS TAXES:

All fees payable to the Township by the Owner in accordance with the provisions of this Agreement shall be recoverable as Municipal Taxes pursuant to the provisions of the Municipal Act, R.S.O. 1990 c. M.45. as amended from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)

in the presence of)

Owner-

Owner-

THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS

Per:

Chief Building Official

SCHEDULE "J" TO BYLAW No. 2023-29

Description of Required Drawings

1. All drawings submitted to the Township of North Dundas in support of a Building Permit application shall include the designer's BCIN (Building Code Identification Number), where required by the Ontario Building Code, their full name, address, and telephone numbers.
2. Drawings may be in metric or imperial.
3. **Basic and Minor Renovations** shall include the following drawings:
 - a) site plan (birds eye view of the property) showing distances to property lines, existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, etc..; and
 - b) two (2) copies of building drawings showing proposed construction and/or a written description detailing all the work proposed in each room of the building.
4. **New Homes** must provide in addition to the above information:
 - a) two (2) copies of building plans indicated as follows showing but not limited to,
 - i) each elevation, (finishing details of the exterior, accurate grade location, steps and handrails, deck and porch construction details, windows, doors, roof pitch, chimney height)
 - ii) each floor plan, (all dimensions, floor framing, size and direction, beams, lintels, and columns (sizes), stair location, number of steps or height of steps, partitions, doors, windows (size), plumbing fixtures, cross bridging, intended use of spaces (names of rooms), roof framing (upper floor), size and direction of framing, include ridge lines and valleys, fireplace/stove and chimney locations, scale of plans)
 - iii) foundation plan, (all dimensions, floor framing, size and spacing, beams, columns (sizes), stair location, number of steps or height of steps, foundation wall, footings, partitions, door, windows (sizes), plumbing fixtures, furnace, floor drain, lintels, cross bridging, use of space, scale of plans), and
 - iv) a cross section and details which are unique to this building. (Scale of plans, vertical height dimensions, identify all materials used in walls, roof and floor construction, stair sections (dimensions), roof pitch, construction details, exterior grade, lintels, beams, columns, roof overhang, dimensions of materials); and,
 - b) a mechanical design summary sheet completed in conformance with Section 9.32 of the OBC or with Part 6 of the OBC and CAN/CSA F-326 standard.
5. **Commercial/Industrial/Institutional** must provide in addition to the above information:
 - a) locations and modifications to interior non-load bearing walls, fire separations, fire ratings, closures, exit systems, mechanical systems, sprinkler systems, cooking systems, fire alarm systems, etc.
 - b) two (2) copies of the following additional building plans, showing but not limited to:
 - i) plumbing, (schematic of all drains and vents, fixture locations and details of grab bars and stall sizes for barrier free washrooms, water service entry, indirect connections, indirect drains, grease interceptors, flow calculations)
 - ii) mechanical, (equipment, duct sizes, fire dampers, air flow calculations, fire stopping, make up air and other information usual to good engineering practice)

- iii) electrical plans (lighting, emergency lighting, service locations, service spaces, fire stopping, vaults, electrical rooms, and other information usual to good engineering practice); and
- c) two (2) copies of architectural and engineering plans and specifications if required under the Ontario Building Code.

6. **Agricultural** must provide in addition to the basic permit above:

- a) locations of neighbouring dwellings and plans of subdivision and/or villages;
and
- b) Engineering plans if designed under Part 4 of the Building Code.

SCHEDULE "K" TO BYLAW No. 2023-29

Code of Conduct

1. General Responsibilities

All Building Officials are expected to be aware of, and comply with, this Code of Conduct (the "code") and its related policies.

Officials must follow a high standard of honesty and ethical behaviour in the course of their work to ensure that public confidence and trust is maintained.

Perform their inspections and plans examination impartially and with the highest professional standards.

Not to act beyond their level of competence or outside their area of expertise.

Apply all relevant building laws, regulations and standards consistently without favour and independent of the influence of interested parties.

Maintain their knowledge and understanding of the best current building practices, laws and regulations relevant to their duties.

Maintain current accreditation to perform the functions assigned to them.

Act in the public interest, particularly with regard to the safety of building systems and structures.

Extend professional courtesy to all.

2. Other Codes of Conduct

Nothing in this Code is intended to conflict with the Township's obligations to its employees under its various employment contracts. As well as this code, many employees may also be subject to other rules of conduct as part of their professional affiliations. These employees should review those expectations with their respective professional associations.

3. Security of Township Information

Building officials shall not divulge any sensitive or confidential information that they become privy to in the performance of their duties, except in accordance with the Municipal Freedom of Information and the Protection of Privacy Act.

4. Conflict of Interest

Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the general public and their personal interests.