

PROPERTY OWNER'S NAME (THE "PROPERTY OWNER")
PROPERTY OWNER'S MAILING ADDRESS
PROPERTY OWNER'S EMAIL ADDRESS
PROPERTY OWNER'S PHONE NUMBER
PROJECT SITE ADDRESS: (THE "PROPERTY")

This document outlines the Terms and Conditions for Single Family (SFD) and Two Family (TFD) Dwelling Building Permit applications before proceeding with the City of Burnaby Engineering Department's review and approval of your Building Permit application. Please sign at the bottom of the last page of these Terms and Conditions to acknowledge and agree that you have reviewed and will comply with these Terms and Conditions, as well as the supplementary reference guide entitled "Single Family (SFD) and Two-Family (TFD) Dwelling – Engineering Reference Guide".

## **Pre-Construction**

### **1. City Property and Statutory Rights-Of-Way**

The Property Owner acknowledges that no construction shall take place on City property, including City sidewalks and lanes) and that no permanent structures (including retaining wall footings) shall be installed on City property or within City Statutory Right-Of-Way areas. Exceptions may be permitted on a case-by-case basis at the discretion of the General Manager Engineering through the City's Encroachment Application process and the execution of an Encroachment Agreement between the City and the Property Owner. Site plans showing any such construction or encroachments without an Encroachment Agreement will not be approved by the Engineering Department during the Building Permit review process and may cause delays in the review of your Building Permit application.

### **2. Parking Pad Guidelines**

The site plan must show the location and dimensions of all parking pads constructed or to be constructed on the Property.

### **3. Tree Fencing**

The Property Owner is responsible for installing tree protection fencing in accordance with the City's guidelines around all trees on the City boulevard that are identified on the site plan. The Property Owner must contact [treeline@burnaby.ca](mailto:treeline@burnaby.ca): (1) prior to installing the required tree protection fencing to obtain the City's most current tree protection fencing guidelines; and (2) following completion of installation of tree protection fencing for inspection. The Property Owner is responsible for ensuring that the tree protection zone is kept free of any materials and debris.

#### 4. Damage Deposit

The Property Owner shall provide a damage deposit (the “**Damage Deposit**”) as required under section 14(12) of the *Burnaby Building Bylaw* in the amount set out under Schedule E2 of the *Burnaby Consolidated Fees and Charges Bylaw* (the “**Fees and Charges Bylaw**”). The Damage Deposit guarantees payment to the City for all damage to City property caused by activities related to the construction on the Property.

#### 5. Refunds of Engineering Fees

The Property Owner may be required to pay one or more fees (collectively, the “**Fees**”) to the City’s Engineering Department for the performance by the City of specific services related to or arising from the Property Owner’s Building Permit application. The Property Owner acknowledges that once the City has completed the specific service for which a fee was paid, that the Property Owner will not be entitled to a refund of that fee.

#### 6. Billing Contact

The payor on all cheques submitted for payment of the Damage Deposit and all Fees must match the name of the billing contact listed on your Building Permit application. The Property Owner acknowledges that any refund of the Damage Deposit will be issued to the billing contact named on the invoice.

The Property Owner further acknowledges that regardless of who is listed as the billing contact on the Building Permit application, if any Fees or other amounts are due and owing to the City after any refund of the Damage Deposit, that the City will issue invoices for such outstanding Fees or other amounts to the Property Owner, and that the Property Owner will be responsible to pay such invoices.

### During Construction

#### 7. Paving of Driveway Connector Area

The Property Owner is responsible for installing and paving the vehicle driveway connector (being that area between the separated sidewalk and the curb) and ensuring that it meets the City’s concrete driveway letdown without any widening.

#### 8. Pedestrian Connector Walkways and Stairs

The Property Owner is responsible for installing the pedestrian connector walkway between the curb and the Property. The pedestrian connector walkway must be no wider than 1.98 m (6.50 feet) and be a flat hard surface that is flush to the elevation of the existing sidewalk.

If boulevard grades are excessive and stairs are required, the stairs must be constructed of removable materials such as Allen Block and/or cedar ties, and meet BC Building Code requirements for rise, run, and railings, where required. A minimum 1.00 meter (3.28 feet) landing area is required between the back of the sidewalk and the stairs.

#### 9. City Driveway Work Requirements

Driveway works that are completed by the City should be initiated at the final stage of construction, after the following conditions have been met (collectively, the “**Driveway Work Requirements**”):

- a. substantial completion of all landscaping works;
- b. confirmation that there will be no further use of heavy equipment or large garbage containers;
- c. completion of installation of any and all third-party utilities and services (e.g., BC Hydro, Fortis BC, etc.);

- d. the area of the boulevard (both in front, and if applicable, behind, the Property) has been cleared of building materials and debris to allow unobstructed access by City forces; and
- e. Certificate of Occupancy has been issued by the City's Building Department.

Please contact the Engineering Department ([engineering@burnaby.ca](mailto:engineering@burnaby.ca)) with documentation and photographs, as applicable, confirming the Driveway Work Requirements have been met. Should City forces arrive and find that the Driveway Work Requirements have not been met, the Property Owner may be required to pay re-inspection charges and the project may be subject to processing delays.

#### **10. Final Restoration and Repairs by Owner**

The Property Owner is responsible for the restoration and repair of deficiencies in respect of the following:

- a. landscaping in accordance with the [City's Boulevard Treatment and Maintenance Policy](#);
- b. driveway vehicle access excluding the City sidewalk;
- c. pedestrian connector walkway and/or stairs, where applicable;
- d. water, sanitary, and storm service standpipes, MR boxes, and meter boxes to finished grade; and
- e. construction of final boulevard elevation to final grade to allow the City's Waterworks crew to complete required service connections;
- f. vision clearance at all lot corners, and truncation at lane-to-lane intersection, if applicable, in compliance with the *Burnaby Zoning Bylaw*;
- g. completion of any third-party servicing and restoration work in compliance with the [City's Pavement Restoration Policy](#); and
- h. removal of any encroachments on City property and statutory right of way areas.

### **Post Construction**

#### **11. Encroachments**

Any permanent structures (including footings for retaining walls) installed on City property or within a City statutory right-of-way area will be considered an encroachment. Any such encroachments will be considered a deficiency that must be rectified through the City's Encroachment Application process prior to the release of your Damage Deposit. If the City determines an encroachment to be "high risk", then City forces will remove such encroachment and the City will be entitled to deduct the cost of such removal from the Damage Deposit (please refer to section 13 below).

#### **12. Conditions for Damage Deposit Refund**

Before applying for a refund of the Damage Deposit, the Property Owner must ensure the following conditions have been met:

- a. Certificate of Occupancy has been issued by the City's Building Department;
- b. completion of all landscaping both at the front and back of the Property in accordance with the [City's Boulevard Treatment and Maintenance Policy](#);
- c. removal of all debris and building material from City property;
- d. completion of all works to be performed by the City, including service connection installation, driveway crossing/culvert installation, and repairs to City property, if any;
- e. completion of all third-party restoration works, if required, by utility service providers (eg., BC Hydro, Fortis BC, etc.); and

- f. repair or rectification of all deficiencies noted to-date, including any encroachments on City property or statutory right-of-way areas (see section 11 above).

Once the above-noted list of conditions have been met, the City will conduct a final damage deposit inspection to confirm whether any new or additional damage to City property has occurred. This may include any cracked or damaged sidewalk panels, curbs, roads, lanes, and boulevards caused or contributed to by construction activities on the Property. Any deficiencies identified by the City Inspectors noted in the inspection report must be addressed before a Damage Deposit refund is processed.

### **13. Restoration and Repairs by City and Deductions from Damage Deposit**

The Property Owner is responsible for the cost to repair all damage to City property caused by activities related to the construction on the Property, whether such damage was caused directly or indirectly by the acts or omissions of the Property Owner, its contractors, subcontractors, agents, licensees, and permittees, or any of their respective employees, or any third-party utility services providers, in connection with construction on the property.

City forces will repair any damage caused to City property at the Property Owner's cost. In accordance with section 14(14) of the *Burnaby Building Bylaw*, the City will deduct from the Damage Deposit the amounts set out under Schedule E2 of the *Fees and Charges Bylaw* to repair or replace any damage to City property caused by activities related to the construction on the Property, as follows:

- a. Deduction for Damage to City Property (City to repair/replace)

Please refer to Schedule E2 of the *Fees and Charges Bylaw*, under the heading "Deduction for Damage to City Property (City to repair/replace) *Section 14(14)*" for the types of damage that the City will repair or replace, and the associated fee that the City will deduct from the Damage Deposit for any such repairs or replacements.

- b. Deduction for Damage to City Property (City to repair/replace—3 months' notice to owner)

Please refer to Schedule E2 of the *Fees and Charges Bylaw*, under the heading "Deduction for Damage to City Property (City to repair/replace if not completed by owner within 3 months of notice of damage from City) *Section 14(14)*" for the types of damage that the City will repair or replace if the Property Owner fails to repair or replace the damage within 3 months from the date of the notice of damage from the City, and the associated fee that the City will deduct from the Damage Deposit for any such repairs or replacements performed by the City.

- c. Deduction for Damage to Other City Property (not listed in sections 13(a) and 13(b) above)

For any damage to City property which is not listed under those headings of Schedule E2 of the *Fees and Charges Bylaw* noted under paragraphs (a) and (b) above, the City will deduct the actual cost of the repair or replacement from the Damage Deposit.

If the Damage Deposit is not sufficient to cover the cost to repair or replace all damaged City property, then the Property Owner will pay to the City the additional amount for such repair upon receipt of an invoice from the City.



**SINGLE FAMILY/TWO FAMILY DWELLING  
BUILDING PERMIT APPLICATION**  
ENGINEERING APPROVAL TERMS AND CONDITIONS

PROPERTY OWNER SIGNATURE	DATE
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If you have engaged a builder to construct the project on the Property, please have your builder complete the information below and sign at the bottom where indicated to confirm that they have reviewed and will comply with these Terms and Conditions, as well as the supplementary reference guide entitled "Single Family (SFD) an Two-Family (TFD) Dwelling – Engineering Reference Guide".

BUILDER'S COMPANY NAME
BUILDER'S CONTACT NAME
BUILDER'S EMAIL ADDRESS
BUILDER'S PHONE NUMBER

BUILDER SIGNATURE	DATE
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