

GUIDE TO BUILDING YOUR COTTAGE AT ASESSIPPI

- 1.0) Complete a Subtenant Land Development Agreement: (sample attached) with the Developer (Russell Inns Ltd.). This is done with your sales representative (Carla McLean, Daymon Guillas, Murray Melnyk).
- 2.0) Complete a Sublease with Ski Aseissippi: This is also done with your sales representative (Carla McLean, Daymon Guillas, Murray Melnyk).
- 3.0) Cottage Design/Drawings: Create through a draftsman, your cottage design, and construction drawings, complete with an engineer's stamp. Two draftsmen that we strongly recommend as they have worked with us on all of the cottages, are: Bud's Drafting, Brandon 204-727-0789 and Tru Draw Drafting, Bruce Wohlgemuth, Winnipeg 204-967-2465. The engineering firm we **strongly** recommend is D. M. Eddie Engineering, Darren Eddie, Dauphin 204-629-2215. Darren has engineered all of the cottages to date, and is familiar with the slope stability and soil conditions at Aseissippi.
- 4.0) Submit your drawings: To the Developer (Russell Inns Ltd / Daymon Guillas 204-773-6228, email dguillas@russellinn.com) for approval.
- 5.0) Plot Plan: When deciding on how your cottage will be positioned on your lot, be advised of the following: (sample attached)
 - a) The road is considered the front of the lot.
 - b) You must be 8 feet from the side yard.
 - c) Your deck must be 5 feet from the back yard.
- 6.0) Siteplan Permit: Submit your stamped drawings and your plot plan to the Developer (Russell Inns Ltd / Daymon Guillas 204-773-6228, email dguillas@russellinn.com). The Developer then applies to MB Conservation for your site plan permit.
- 7.0) Building Permit: Submit your stamped drawings, with your plot plan (how your cottage will be situated on your lot) along with your building permit applications to the office of the Fire Commissioner, along with the necessary permit fees (sample applications attached). Applications can be downloaded from www.firecomm.gov.mb.ca, click on permits. This permit will cover your building and plumbing permit.
- 8.0) Electrical Permit: your electrical permit is obtained from MB Hydro. If you are hiring an electrician, then the electrician will take out the permit. If you are self wiring, you will need to take out the permit. Russell – MB Hydro office, 204 773-2543
- 9.0) Approvals in place: With approvals in place, siteplan, building & electrical, you can now start construction.
- 10.0) Plot Plan Approval: Stake your cottage on your lot as per your site plan application and call the Developer (Russell Inns Ltd / Daymon Guillas 204-773-6228, email dguillas@russellinn.com) for inspection.
- 11.0) Holding Tank Installation: This has to be done by a licensed installer. It is mandatory that you have Moe's Excavating, Morris Laviolette, Roblin 204-937-7093 install your holding tank. He has done all of the installation to date at Aseissippi and is aware of any local issues etc.

- 12.0) Insurance: As per # 12 of your Subtenant Land Development Agreement, you must carry construction insurance with a 2 million general liability and you must name the following as additionally insured.
- Ski Asessippi Ltd Partnership
 - Ski Asessippi Ltd
 - Russell Inns Ltd
- 13.0) Environmental: Construction of your cottage must be within the terms and conditions of Ski Assessippi Ltd environmental license. (Environmental Terms attached)
- 14.0) Water Meter: The water meter you will have to obtain from the R. M. of Shellmouth Boulton office, located in Inglis. CEO Cindy Marzoff 204-564-2589. You are required to pay them at that time. Be advised that your water bill starts the day you pick up your meter so you may want to leave this to the last.
- 15.0) Damages to Road / Neighbouring Lots / Etc: It is inevitable that when using heavy equipment etc. when excavating, removing trees, and unsuitable back fill, and then returning the backfill at a later date, you will do damage to the roads and possibly to neighbouring lots. Be advised you will be responsible to return the roads and lots to their previous condition. You can either do this on your own, with the Developer's (Russell Inns Ltd / Daymon Guillas) approval or the Developer can do it for you and bill you accordingly.
- 16.0) Proceed with Construction

NOTE:

- 1) Do not bury or move your property stakes. If so, surveyors will be required to relocate and install new stakes at a cost of \$500 for the 1st stake and \$100 for each other.
- 2) We strongly recommend that you hire Moe's Construction, Morris Laviolette, Roblin, 204-937-7093 to excavate and backfill your foundation. Morris has done all the excavations, backfill and roads to date.

DATE:

SIGNATURE:

Attachments:

- 1) Subtenant Land Development Agreement – (sample) pages 3 - 11
- 2) Plot Plan - (sample) page 12
- 3) Building Permit – (sample) pages 13 & 14
- 4) Office of the Fire Commissioner Permit – (sample) pages 15 - 18
- 5) Environmental Terms page 19.

sample

SUBTENANT LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate as of the _____ day of _____, 2008

BETWEEN:

RUSSELL INNS LIMITED
(hereinafter called the "**Developer**")

OF THE FIRST PART,

- and -

(hereinafter called the "**Subtenant**")

OF THE SECOND PART.

WHEREAS Ski Asessippi Limited Partnership ("**Ski Asessippi**") is the long term lessee of the lands owned by and registered in the name of H.M. the Queen in Right of the Province of Manitoba contained with in the Asessippi Provincial Park ("**Ski Asessippi Leased Lands**");

AND WHEREAS the Developer is a limited partner of Ski Asessippi and the majority shareholder of the general partner of Ski Asessippi;

AND WHEREAS the Developer is an experienced builder and property developer;

AND WHEREAS Ski Asessippi and the Developer have entered into a Chalet Development Agreement with respect to the phased development of the a portion of the Ski Asessppi Leased Lands as a community of vacation home properties to be known as "The Cottage Cove at Asessippi" (the "**Development**");

AND WHEREAS the Developer has at its own expense completed the construction of the infrastructure for the Development in accordance with the terms of the Chalet Development Agreement;

AND WHEREAS the Subtenant is or is about to be the long term sublessee from Ski Asessippi (as sublandlord) pursuant to the terms of a sublease of land commonly known as Lot _____ (the "**Sublease**"), the lot being located on the Ski Asessippi Leased Lands, in The Asessippi Provincial Park, Manitoba (hereinafter called the "**Land**") as more particularly shown outlined in on the sketch attached hereto as Schedule "A";

AND WHEREAS the Subtenant is arranging for the development of the Land by construction on the Land of a chalet in accordance with the terms of this Development Agreement;

NOW THEREFORE the Developer and the Subtenant agree as follows:

DEVELOPER'S COMPLETION OF THE DEVELOPMENT

1. The Subtenant acknowledges that the Developer has developed the Development and in completing the Development has (i) laid out and planned the Development and the lots within the Development including the lot which in this Agreement is called the Land; (ii) has constructed the roadways servicing the Land and other lots in the Development; and (iii) has constructed all other infrastructure forming part of and servicing the Development, including lighting, access to utilities, drainage facilities, etc.

SUBTENANT'S RESPONSIBILITIES

2. The Subtenant, covenants and agrees, at its own cost and expense:
- (a) to submit a full set of plans and specifications for the chalet dwelling (the "Chalet") including a site plan (showing the intended siting of the Chalet on the Land in compliance with all zoning and other regulations in effect and governing the Land or the Development, including, without limitation the rules and regulations imposed by the Fire Commissioner's Office) and all related construction and development which it is planning to construct on the Land;
 - (b) to submit to the Developer the name of the builder which the Subtenant is retaining to build the Chalet;
 - (c) to submit to the Developer an estimated time line within which it expects to complete the construction of the Chalet;
 - (d) to arrange for, or cause to be arranged for, all manner of labour, tools, apparatus, scaffolding, utensils, heat, water, light, power and any other things required to permit the construction of the Chalet;
 - (e) following approval by the Developer of the builder and the plans and specifications for the Chalet (all in accordance with the terms of this Agreement) to cause to be constructed upon the Land, in good substantial and workmanlike manner, and in compliance with relevant regulations and by-laws and the terms of this Agreement, the Chalet (including the Chalet foundation and along with the roadway, approach, curb stops, water line, septic holding tank, connections to sewer and water, hydro infrastructure and connections to hydro necessary for the Chalet, the driveway on the Land serving the Chalet and the landscaping on the Land) with substantial completion of the Chalet (substantial completion for this purpose shall mean completion to the point that the Chalet can be occupied by the Subtenant) to be completed within a period of thirty (30) months from the Commencement Date (as such term is defined in the Sublease); and
 - (f) upon completion to remove all debris from the Land and Chalet, as well as level the site for foundation purposes only.

DEVELOPER'S RESPONSIBILITIES REGARDING THE LAND

3. In connection with the Subtenant's construction of its Chalet, the Developer shall:
- (a) review and approve or provide reasons why it is unable to approve the Subtenant's plans and specifications, identity of the Subtenant's Builder, and the

Subtenant's construction time line (all as set out in Section 2 (a), (b) and (c) hereof) in accordance with the approval process set out in this Agreement; and

- (b) provide oversight and supervision services as required during the course of the construction of the Subtenant's Chalet (it being understood that this oversight and supervision is for the benefit of the Development as a whole and is intended only to ensure that the Subtenant is in compliance with this Agreement).

DEVELOPMENT FEE AND PAYMENT

4. The Subtenant agrees to pay the Developer a development fee equal to the sum of _____ Dollars plus Goods and Services Tax ("GST") and other taxes payable thereon on account of the Developer's completion of the Development and its other services provided pursuant to the is Agreement.
5. The Development Fee shall be paid by certified cheque, bank draft or solicitor's trust cheque to the Developer by initial payment on execution of this Agreement of the sum of _____ Dollars plus GST and the balance by four equal consecutive annual payments of _____ Dollars plus GST each on the first, second, third and fourth anniversary dates of this Agreement. Notwithstanding the foregoing, if the Subtenant assigns the Sublease at any time before the Development Fee is fully paid, any balance due and owing to the Developer shall be payable in full as of the date of such Sublease assignment.

APPROVAL PROCESS

6. Following receipt of the Subtenant's plans and specifications, identity of the Subtenant's Builder, and the Subtenant's construction time line (all as set out in Section 2 (a), (b) and (c) hereof), the Developer shall within fourteen (14) days provide its approval to the Subtenant or reasons why it is unable to provide such approval. Each subsequent material revision of the plans and specifications (either in response to the Developer's request or resulting from changes requested by the Subtenant or its builder) shall be provided to the Developer for further approval and in each case the Developer shall have fourteen (14) days in which to respond.
7. Without limiting the generality of Section 6, in connection with the Subtenant's site plan and before any foundation is dug on the Land, the location of the proposed Chalet on the site plan must be staked on the ground and the Developer notified for inspection. The digging of the foundation shall only commence after the Developer has provided its approval.
8. The Developer shall act reasonably in providing its approval of the Subtenant's plans and specifications provided that it is acknowledged and agreed by the Subtenant that the Developer shall be deemed to be acting reasonably in refusing to grant its approval if:
 - (a) the construction of the Chalet based on the plans and specifications provided by the Subtenant would result in more than thirty-five (35%) per cent of the area of the Land being covered by the Chalet or otherwise result in a violation of any zoning or other regulations governing the Land or the Development; and

- (b) the Chalet (or any elements thereof) when constructed would in any material way be inconsistent with the character or style of the Development or other chalets in the Development (without limitation, the Developer shall be entitled to consider the size, height, style, colour, exterior roofing and building materials in making its assessment in this regard).

INDEMNITIES AND OTHER SUBTENANT UNDERTAKINGS

9. The Subtenant hereby indemnifies and saves the Developer and Ski Asessippi, and its principals and employees, harmless of and from any and all liabilities of any nature or kind relating to or arising from the construction of the Chalet, including, but not limited to, damage to property owned by third parties resulting from the construction of the Chalet. In addition, The Subtenant indemnifies and saves harmless the Developer and Ski Asessippi with respect to any and all liens filed against title to the Land or the Development or in respect of any and all notice of liens served on the Province of Manitoba pursuant to *The Builders Liens Act* (Manitoba) arising out of its construction of the Chalet pursuant to this Agreement.
10. The Subtenant shall take all reasonable steps to ensure that in conjunction with its construction of the Chalet the roadways and other elements of the Development, including other subtenant's lots, are not damaged in any material way. The Subtenant acknowledges that it is responsible for and that it shall promptly, upon receipt of notice from the Developer, repair any and all of such damage. If the Subtenant does not promptly attend to such repairs, the Developer shall be entitled to undertake such repairs and charge the Subtenant for all of its costs in this regard, including a fifteen (15%) administration fee in connection therewith.
11. The Subtenant shall be responsible for obtaining and shall pay all costs with respect to all necessary approvals, permits (including, without limitation, building and development permits) and applications that may be required by the R.M. of Shellmouth-Boulton and/or the Province of Manitoba with respect to the construction of the Chalet. The Subtenant shall also enter into all agreements and contracts with its builder with respect to the construction of the Chalet in accordance with the approved plans and specifications, and shall ensure payment of all amounts owing to such builder.
12. The Subtenant shall place, in the names of the Subtenant, the Developer, Ski Asessippi, and Ski Asessippi's lender (as applicable) insurance against perils insured under an all risks builders' risk broad form policy in amounts sufficient to ensure that in the case of damage or destruction of the Land, the Chalet being constructed on the Land and any other part of the Development, the proceeds of such insurance policies will be sufficient to restore the Land, the Chalet and the Development to its pre-damaged or destroyed state, and comprehensive general liability insurance in an amount of not less than \$2,000,000.
13. The Subtenant shall permit the Developer to inspect the Land and the Chalet at any reasonable time and from time to time during its construction, provided that such inspection does not unduly disrupt the progress of construction and is conducted in accordance with reasonable safety and construction rules.
14. The Subtenant shall, at its sole expense:
 - (a) promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements (including, without limitation, all regulations

governing the protection of the environment) of all federal, provincial and municipal governments, departments, commissions, boards and officers, which are, from time to time, applicable to the Land or to the construction of the Chalet or to the builders, contractors or subcontractors thereof, including, without limitation (i) all laws and regulations governing the protection of the environment and in particular Environmental Licence No. 2736R issued to Ski Asessippi in accordance with *The Manitoba Environment Act* dated March 6, 2007 (a summary of which is attached hereto as Schedule "B"), and (ii) all laws and regulations governing land designated as Provincial Parks in the Province of Manitoba, whether or not any such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the construction, use and enjoyment of the Land and the Chalet;

- (b) cause any and all statutory liens, builders' liens and other liens for labour, services or materials alleged to have been furnished to or to have been charged by or for the Subtenant or anyone on its behalf which may be registered against or otherwise affect the title to Land or the Development to be paid, satisfied, released, cancelled and vacated within thirty (30) days after a claim for lien has been registered or within thirty (30) days after the Subtenant has notice that a claim for lien has been made or after the Developer shall send to the Subtenant written notice by registered mail of any claim for any such lien whichever shall be the earliest; provided, however, that in the event of a *bona fide* dispute by the Subtenant of the validity or correctness of any claim for any such lien, the Subtenant shall not be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed and such costs as the Court may direct and registering all such documents as may be necessary to vacate such lien, or providing such other security in respect of such claim as the Developer may in writing approve, provided that such approval shall not be unreasonably withheld or delayed;
- (c) comply with all statutory requirements as to amounts to be held back out of payments to be made with respect to construction of the Chalet;
- (d) procure and carry or cause to be procured and carried and paid for full Workers Compensation coverage in respect of all workers, employees, servants and others working on the construction of the Chalet, non-payment of which would create a lien on the Land or the Development; and
- (e) ensure that the Chalet is constructed in a workmanlike manner consistent with the approved plans and specifications and in this regard, and without limitation, (A) follow the approval and construction process referred to and set out in Schedule "C" hereto; (B) ensure that the septic tank installed to service the Chalet complies with all rules and regulations governing same, and in particular, has a floating pill switch with an alarm light (which lights up when the tank requires emptying) affixed to the Chalet in such a location so that it is visible from the street; and (C) ensure that all survey stakes at the corners of the Land are protected and not moved, it being understood that if one or more of the stakes at the corners of the Land are moved, the Subtenant shall pay the Developer all costs for restoring the stakes (currently, \$500 for replacement of the first stake and \$100 for replacement of each additional stake).

NOTICE

15. Any notice, request or demand to be given hereunder shall be in writing to the other party and personally delivered or sent by facsimile or prepaid registered mail to:

- (a) The Developer at:
Box 578
Russell, Manitoba
R0J 1W0

with a copy to:

Aikins, MacAulay & Thorvaldson
30th Floor - 360 Main Street
Winnipeg, Manitoba
R3C 4G1
Attention: Herbert J. Peters

- (b) The Subtenant at:

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Any notice mailed as aforesaid shall for the purposes of this Agreement be presumed to have been given three (3) business days following the day on which such notice is mailed as aforesaid or in the case of delivery or facsimile, on the date of delivery or facsimile. Any party may at any time give notice in writing to the others of any change of address, and after the giving of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

SUCCESSORS AND ASSIGNS

16. This agreement shall be binding upon the parties hereto, their respective legal representatives, successors and permitted assigns.

ASSIGNMENT

17. This agreement shall not be assigned by the Subtenant without the express written consent of the Developer.

ARBITRATION

18. If any dispute, difference or question shall arise between the parties touching matters not specifically provided for herein or if the parties hereto are unable to agree on any matter that requires their mutual agreement, or where any issue shall arise touching the construction, meaning or effect of this Agreement, or anything herein contained, or the rights or liabilities of the parties to this Agreement, then every such dispute, difference or question shall be referred to a single arbitrator who shall have expertise in residential construction, if the parties can agree upon one. Otherwise, upon motion of either party to any Judge of the Court of Queen's Bench for Manitoba, such judge shall be entitled to name a single arbitrator, whose appointment shall be final and binding upon the parties. In all respects, subject to the terms of this agreement, *The Arbitration Act* (Manitoba) and amendments thereto shall govern such proceedings and the arbitrators shall be entitled to fix and apportion liability for the costs of the arbitration. The award or

determination which shall be made by the said arbitrator shall be absolutely final and binding upon the parties.

MISCELLANEOUS

- 19. If any provision of this agreement is illegal or invalid or unenforceable at law, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.
- 20. Time shall in all respects be of the essence.
- 21. This Agreement shall be construed and governed in accordance with the laws of the Province of Manitoba. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Manitoba.
- 22. In the event of default of the Subtenant including failure to pay the Developer promptly as set out herein, the Developer may notify the Subtenant in writing of the default and the Subtenant shall, within fourteen (14) days, remedy such default failing which the Developer may, at his option, terminate this Agreement and in such event, the Subtenant shall be deemed to have forfeited any interest it has in the Chalet and any payments already made to the Developer and the Developer will be entitled to avail itself of any remedy to which it may be entitled.

IN WITNESS WHEREOF the parties have affixed their hands and seals as of the day and year first above written.

RUSSELL INNS LIMITED

Per: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)

Witness:
Name:
Address:

Subtenant:

SCHEDULE "A"

Plan Showing Location of Land

SCHEDULE "B"

Summary of the Environmental License No. 2736R

Site Plan
example
(coming)

sample

Manitoba
Labour & Immigration
Office of the
Fire Commissioner



BUILDING PERMIT

Winnipeg, 508-401 York Avenue, R3C 0P8
Brandon, 1801 Vanhome Avenue East, R7A 7K2
Steinbock, Box 50, 639 Park Avenue, R0E 0C0

PLAN REVIEW

(204) 945-3322 Fax (204) 948-2089
(204) 726-6367 Fax (204) 726-6847
(204) 288-8088(43) Fax (204) 268-8085

The undersigned hereby applies for a Permit to build in accordance with this application; all by-laws and regulations applicable thereto, and all conditions stated on the reverse.

The accuracy of the information which follows and the accompanying plans and specifications with the representations therein are the responsibility of the owners and are hereby made a part of the application.

INSTRUCTIONS 1) Print clearly and press firmly; 2) Appropriate fee must accompany application; 3) Make cheque or money order payable to Minister of Finance. (DO NOT send cash in mail)

Location of Building Lot 110 Cedar Cove of Assinibois
 (No. or Section) (Street or Township) (City or Town or Range) (Municipality)
 Between Assinibois St. and Prescott ILS St. MB
 (cross street) (cross street)

Zoning District: _____ Lot Number: _____ Plan Number: _____ Lot Size: _____

DESCRIPTION OF WORK:
Construction of cottage as per attached drawings

MUNICIPAL AUTHORIZATION

_____ on behalf of the
(Title)

_____ (City, Town, R.M., L.G.D., Crown Agency)

CONFIRM THAT THE APPLICANT HAS MET OR AGREED TO MEET ALL REQUIREMENTS OF OUR JURISDICTION PERTAINING TO THIS PROJECT.

(Signature)

CLASS OF WORK	
1) NEW	<input checked="" type="checkbox"/> 6) REMOVAL
2) ADDITION	7) DEMOLITION
3) ALTERATION	8) CHANGE IN OCCUPANCY
4) RECONSTRUCTION	9) FACTORY BUILT RELOCATABLES
5) RELOCATION	Other

Valuation of Work: 100,000.00 Building Permit Fee: (1%) 1,000.00

* Applicant: <u>Bob Smith</u>	* Address: _____	Phone: * _____	* } info required
Owner: <u>Bob Smith</u>	* Address: _____	Fax: _____	
* Architect/Engineer/Designer: _____	* Address: _____	Phone: _____	
* Contractor: _____	* Address: _____	Fax: _____	

DECLARATION

I, the undersigned, Bob Smith (please print), am the authorized agent/owner named in this application for a Building Permit. I acknowledge that:

- All statements and representations contained in the application for permit and the plans and specifications are correct, accurate, and adhere to any application legislation, by-laws, Codes & Standards;
- The issuance of a Building Permit by Manitoba Labour and Immigration does not waive any provisions contained in The Buildings and Mobile Homes Act, its regulations and any applicable Codes and Standards contained therein;
- The issuance of the Building Permit by Manitoba Labour and Immigration does not waive, amend or change any application by-laws or requirements contained in any other applicable legislation;
- Any changes from the plans and specifications or building location as specified in the application for permit shall void the permit.

Signature of Authorized Agent Bob Smith Date 1/18/08

*Manitoba Labour and Immigration does not accept any responsibility for errors or omissions contained in the submitted plans and specifications and the issuance of this Building Permit does not warrant that the plans and specifications are in accordance with any applicable Act, Codes & Standards.

WHEN PROPERLY VALIDATED (in this space) THIS IS YOUR PERMIT

Assignment	Validated:	Date:	Permit No:
Comments:			
FOR OFFICE USE ONLY			
Type of Construction:	# of Storeys:	Size of Building	Const. Article:
Occupancy Group:	Major Occupancy:	Plumbing Permit: (yes, no)	Fee Paid:

White - Office Copy

Green - Control Copy

Goldenrod - Owner's Copy

NOTICE

1) The fee is issued upon the condition:

- (a) That the construction shall be carried out in accordance with all provisions of the Manitoba Building Code, and all provisions as described on the building permit and plans submitted.
 - (b) That all municipal by-laws and provincial regulations be complied with, and
 - (c) That this department shall get copies of all changes ordered which may alter any condition or requirements of the Manitoba Building Code, and a set of the revised plans showing these changes.
- It is unlawful to commence work without a permit therefore.
 - This permit becomes null and void if work or construction authorized is not commenced within six (6) months.
 - This permit does not confer upon the permittee or owner or authorized agent the right to establish an approach from the public street to serve the premises nor does it confer the right to use the street for any building operation.
 - Every owner shall allow the authority having jurisdiction to enter any building or premises at any reasonable time for the purpose of administering and enforcing these requirements.
 - The building owner, designer, contractor or other agent authorized by the owner shall perform sufficient field reviews to certify that all aspects of the project conform in all respects with the plans and supporting documents, including all amendments thereto, prepared by the designer.
 - Every owner shall ensure that the plans, specification and related documents on which the issue of the building permit was based are available at the site of the work for audit or inspection during working hours, and that the permit, or true copy thereof, is posted conspicuously on the site during the entire execution of the work.
 - Every owner shall give notice to the authority having jurisdiction upon completion of any work prior to any occupancy of a building or part thereof after construction, partial demolition or alteration of that building or change in the occupancy of any building or part thereof.
 - No person in control of, supervising or participating in the removal, relocation or occupancy of a building shall cause, allow or maintain any unsafe condition.
 - For a temporary building, an additional agreement with this department is required.

MEANING OF "VALUE"

- For purposes of this Section, "value" means the value of all construction work, including the value of all renovation and repair work, as stipulated in the contract price for the total project.

BUILDING PERMIT FEES

Building Permit - Part 3 buildings/Part 9, excluding one and two family dwellings

- 2 The fee for a building permit for the construction, erection, placement, alteration, repair or renovation of a building is as follows:
- (a) 1% of the 1st \$500,000, and .6% of the value of the work over \$500,000;
 - (b) despite subsection 2(a) the minimum fee for a building permit under this Section is \$90.

Building Permit for one or two family dwelling

- 3(1) The fee for a building permit for the construction, renovation or repair of a one or two family dwelling unit is as follows:
- a) if the value of the work is \$100,000, or less, 1% of the value of the work;
 - b) if the value of the work is over \$100,000., 1% of the first \$100,000, and 0.6% of the value of work is over \$100,000;
 - c) the minimum fee for a building permit under this Section is \$90.
- 3(2) For the purposes of subsection 3(1), the value of construction, renovation or repair is to be calculated on the following basis:
- a) for the main floor of the dwelling unit, including the basement: \$387, per square metre (\$36, per square foot);
 - b) for the second or any other floor of the dwelling unit: \$280, per square metre (\$26, per square foot);
 - c) for the replacement of a basement, including foundations, piles and grade beams: \$215, per square metre (\$20, per square foot);
 - d) for a surface foundation: \$108, per square metre (\$10, per square foot);
 - e) for attached garage or attached accessory building, including the foundation: \$161, per square metre (\$15, per square foot);
 - f) for a porch or open deck: \$54, per square metre (\$5, per square foot);

Other Building Permits

- 4 The fee for a building permit for the construction of a detached garage or other detached accessory structure is \$60.
- 5 The fee for a building permit for the construction of an outside swimming pool, above or below ground, including any related decking or fencing is \$95.
- 6 The fee for a building permit for the finishing of a basement or the finishing of the lower level of a bi-level house is \$60.

TEMPORARY BUILDING PERMIT FEE

Permit for temporary building

- 7 The fee for a permit for the construction, erection or placement of a temporary building on a site is the same as for a building permit plus \$30 per month until the building is removed.

Relocation of a building

- 8 The fee for a permit to relocate a building or structure or part of a building or structure is \$60.

DEMOLITION PERMIT FEE

Permit for demolishing building

- 9 The fee for a permit for the demolition of a building is \$60.

PLUMBING PERMIT FEE

- 10 A separate permit application is required for plumbing work. Contact Manitoba Labour and Immigration for information on applying for a plumbing permit.

OCCUPANCY PERMIT FEE

- 11(1) Subject to subsection (2), the fee for any occupancy permit to occupy a newly constructed, renovated or repaired building where a building permit has been issued is \$50.
- 11(2) Subsection (1) does not apply with respect to the construction, renovation or repair of a one or two family dwelling unit.

REFUND OR PERMIT APPLICATION

Refund on cancellation of permit

- 12 Where a permit is surrendered for cancellation within six months after the day it is issued, the holder of the permit shall be refunded the fee paid for the permit less the following amounts:
- (a) \$20; and
 - (b) \$60 for each inspection conducted after the permit was issued.

DOUBLE FEES

Fee for permit after work commenced

- 13 Where for any reason a permit is not obtained before the commencement of the work for which a permit is required, the fee for a permit is twice the amount prescribed in this Schedule.

(PLEASE MAKE CHEQUES PAYABLE TO THE MINISTER OF FINANCE)

sample

OFFICE of the FIRE COMMISSIONER

[Home](#) > [Codes & Standards](#) > [Permits](#)

Permits

Building and/or Plumbing Permits are required for new construction of all buildings, with the exception of farm buildings. The definition of a farm building is "a building solely used for the agricultural purposes" located on a farm. Permits are also required for renovation, alterations and additions. Most Municipal Building By-laws do not normally require a Building Permit for renovations that do not exceed \$5000 construction value provided there is "no structural or life safety changes" to the building. To be sure of the requirements for a Building Permit contact your local building department.

Building Permit Fee Schedule

Building Permit Fees

[Building Permit \(pdf\)](#)

The fee for a permit for the construction, erection, placement, alteration, repair or renovation of a building is as follows:

For purpose of this section, "**value**" means the value of all construction work, including the value of all renovation and repair work, as stipulated in the contract price for the total project.

- **Building Permit - Part 3 buildings/Part 9, excluding one and two family dwellings**
 - 2 The fee for a building permit for the construction, erection, placement, alteration, repair or renovation of a building is as follows:
 - (a) 1% of the 1st \$500,000. and .6% of the value of the work over \$500,000.;
 - (b) despite subsection 2(a) the minimum fee for a building permit under this Section is \$90.
- **Building Permit for one or two family dwelling**
 - 3(1) The fee for a building permit for the construction, renovation or repair of a one or two family dwelling unit is as follows:
 - a) if the value of the work is \$100,000. or less, 1% of the value of the work;
 - b) if the value of the work is over \$100,000., 1% of the first \$100,000. and 0.6% of the value of work is over \$100,000.;
 - c) the minimum fee for a building permit under this

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Sample

Section is \$60.

- 3(2) For the purposes of subsection 3(1), the value of construction, renovation or repair is to be calculated on the following basis:
- a) for the main floor of the dwelling unit, including the basement: \$387. per square metre (\$36. per square foot);
 - b) for the second or any other floor of the dwelling unit: \$280. per square metre (\$26. per square foot);
 - c) for the replacement of a basement, including foundations, piles and grade beams: \$215. per square metre (\$20. per square foot);
 - d) for a surface foundation: \$108. per square metre (\$10. per square foot);
 - e) for attached garage or attached accessory building, including the foundation: \$161. per square metre (\$15. per square foot);
 - f) for a porch or open deck: \$54. per square metre (\$5. per square foot);

- **Other Building Permits**

- 4 The fee for a building permit for the construction of a detached garage or other detached accessory structure is \$60.
- 5 The fee for a building permit for the construction of an outside swimming pool, above or below ground, including any related decking or fencing is \$95.
- 6 The fee for a building permit for the finishing of a basement or the finishing of the lower level of a bi-level house is \$60.

- **Temporary Building Permit Fee**

- **Permit for temporary building**

- 7 The fee for a permit for the construction, erection or placement of a temporary building on a site is the same as for a building permit plus \$30 per month until the building is removed.

- **Relocation of a building**

- 8 The fee for a permit to relocate a building or structure or part of a building or structure is \$60.

- **Demolition Permit Fee**

- **Permit for demolishing building**

- 9 The fee for a permit for the demolition of a building is \$60.

- **Plumbing Permit Fees**

sample

Plumbing Permit (pdf)

- The plumbing permit fee for a single new family dwelling is a basic **\$100**
- The plumbing permit fee for work other than a single family dwelling is **\$15** per fixture.
- **Minimum Fee \$60**

Occupancy Permit Fees**Occupancy Permit (pdf)****Occupancy permits**

(1) Subject to subsection (2), the fee for any occupancy permit to occupy any newly constructed, renovated or repaired building where a building permit has been issued is \$50.

(2) Subsection (1) does not apply with respect to the construction, renovation or repair of a one-or two-family dwelling unit.

Inspection**Inspection during regular hours**

Where an inspection of a building or plumbing system, other than an inspection following the issuance of a permit, is requested and conducted during regular office hours, the fee for the inspection is \$60. per hour or fraction thereof, plus traveling expenses.

Inspection outside regular hours

Where an inspection is conducted outside regular office hours, the fee for the inspection is \$80. per hour or fraction thereof, plus traveling expenses.

Refund on cancellation of permit

Where a permit is surrendered for cancellation within six months after the day it is issued, the holder of the permit shall be refunded the fee paid for the permit less the following amount:

- (a) \$20.:
- (b) \$60. for each inspection conducted after the permit was issued.

Fee for permit after work commenced

Where for any reason a permit is not obtained before the commencement of the work for which a permit is required, the fee for a permit is twice the amount prescribed in this Schedule.

sample

Mobile Home / Recreation Vehicle Fee Schedule:

☒ **Permit for Sale or Lease (pdf) :** \$20.00

☒ **Standards Inspection (pdf) :** \$75.00 up to \$600.00

Floor areas over 100 sq. m. (1080 sq. ft.)	\$600
Floor areas between 50 sq. m. (540 sq. ft.) & 100 sq. m. (1080 sq. ft.)	\$450
Length 10 m (33 ft.) or more & floor areas under 50 sq. m (540 sq. ft.)	\$300
Length of 4 m (13 ft.) or more but less than 10 m. (33 ft.)	\$95
Length of less than 4 m. (13 ft.)	\$75

☒ Manufacturers Inspection (pdf) :	
Floor areas over 100 sq. m. (1080 sq. ft.)	\$225
Floor areas between 50 sq. m. (540 sq. ft.) & 100 sq. m. (1080 sq. ft.)	\$150
Length 10 m (33 ft.) or more & floor areas under 50 sq. m (540 sq. ft.)	\$75
Length of 4 m (13 ft.) or more but less than 10 m. (33 ft.)	\$45
Length of less than 4 m. (13 ft.)	\$30

- [Certification of Inspection \(pdf\)](#)
- [Application for Special Acceptance \(pdf\)](#)
- [On-Site Inspection Report \(pdf\)](#)

Note: The above fees do not include travelling or accommodations expenses necessitated by an inspection.

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top of page

[Manitoba Emergency Services College](#) [Codes & Standards](#) [Investigations](#)
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ENVIRONMENTAL TERMS

- 1) The Owner / Builder shall establish any fuel storage areas required for the construction.
 - a) A minimum distance of 100 meters from any waterbody; and
 - b) In compliance with the requirements of **Manitoba Regulation 188/2001**, or any future amendment thereof, respecting **Storage and Handling of Petroleum Products and Allied Products**.
- 2) The Owner / Builder shall, during construction immediately report any reportable spills to Daymon Guillas 204 773-6228 or Keith Alexander 204 564-2000.
- 3) The Owner / Builder shall, during construction supervise transfers of fuel, and maintain and use spill containment and cleanup equipment such as portable drip trays, supplies of absorbent material and barrels for the storage of contaminated soil.
- 4) The Owner / Builder shall not remove, destroy or disturb species listed as rare, endangered, or of special concern, or their habitats. These species are listed in **Manitoba Regulation 25/98**, or any future amendment thereof, respecting **Threatened, Endangered and Extirpated Species** and in the federal Species at Risk Act.
- 5) The Owner / Builder shall revegetate areas disturbed by the construction of the Development with a mixture of native or introduced grasses or legumes. These areas shall be revegetated as quickly as possible following construction to prevent soil erosion and the establishment of noxious weeds.
- 6) The Owner / Builder shall minimize alterations to surface drainage patterns in the area of the Development.
- 7) The Owner / Builder shall obtain authorization from the Developer for any drainage activities undertaken in connection with the Development that alter or divert the natural course of any waterway.
- 8) The Owner / Builder shall prior to construction receive the approval of the Developer for any surface or subsurface drainage works entering the Shell River. Plans submitted for approval shall show location, drainage area, drain design details, and outlet works details.
- 9) The Owner / Builder shall not disturb natural vegetation beyond limits approved.
- 10) The Owner / Builder shall implement all necessary measures to prevent erosion and sedimentation during the construction.
- 11) The Owner / Builder shall install and maintain sewage collection facilities associated with the Development in accordance with the requirements of **Manitoba Regulation 83/2003**, or any future amendment thereof, respecting **Onsite Waste Management Systems**.
- 12) The Owner / Builder shall dispose of solid waste generated at a waste disposal ground operating under the authority of a permit issued under **Manitoba Regulation 150/91**, or any future amendment thereof, respecting **Waste Disposal Grounds**, or a License issued pursuant to The Environmental Act.