

RURAL MUNICIPALITY OF LAC PELLETIER NO. 107

BYLAW NO. 2022-04

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR CLASS III
BUILDING OFFICIAL SERVICES**

The Council of the Rural Municipality of Lac Pelletier No. 107 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Lac Pelletier No. 107, is hereby authorized to enter into agreement with Dan Knutson, AScT, CRBO of Swift Current for Building Inspection Services attached hereto and marked Exhibit "A".
2. The Reeve and the Administrator of the Rural Municipality of Lac Pelletier No. 107 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. This Bylaw shall come into force and take effect on March 8, 2022.

Reeve

Administrator

Read a third time and adopted this 8th day of March, 2022.

EXHIBIT "A"

Dan Knutson, AScT, CRBO
Class III Building Official Services
AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT made in duplicate this 8th day of March, 2022 A.D.

BETWEEN:

Licensed Building Official, Dan Knutson, resident in the Province of Saskatchewan

- and -

RM of Lac Pelletier No. 107

WHEREAS Dan Knutson provides building inspection services to its citizens residing within the boundaries of its jurisdiction, including any adjoining municipalities;

AND WHEREAS RM of Lac Pelletier No. 107 requires the building inspection services of Dan Knutson on a contract basis to fulfill its obligations under regulation and to achieve certain cost efficiencies;

AND WHEREAS Dan Knutson has agreed to provide building inspection services to the RM of Lac Pelletier No. 107;

AND WHEREAS the parties have agreed to enter into this Agreement on the terms and conditions set out herein;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter specified, the parties agree as follows:

TERM

1. The term of this Agreement shall commence with the Appointment of Dan Knutson, per the provisions and requirements of *The Construction Codes Act*, to act as Building Officials for the RM of Lac Pelletier No. 107 and continue until the termination of this Agreement by either party with sixty (60) days written notice. In the event of such termination, Dan Knutson will be paid for all work and expenses incurred up until the time of such termination, as per Schedule A.

SERVICES TO BE PERFORMED

2. (1) Dan Knutson shall provide building inspection services to the RM of Lac Pelletier No. 107 and shall ensure that all aspects of the provision of building inspection services are delivered and supplied at an optimum level.

(2) Dan Knutson shall ensure that all duties of Building Official are carried out in an efficient manner.

(3) The RM of Lac Pelletier No. 107 agrees to provide reasonable and adequate resources, including building permit application forms and building plans of individual applicants, in order for Dan Knutson to carry out the duties described in this Agreement.
3. (1) Dan Knutson shall enforce *The Construction Codes Act*, the regulations thereunder, the current edition of the National Building Code of Canada, and other laws pertaining to building and development within the jurisdiction to be inspected by Dan Knutson, provided the RM of Lac Pelletier No. 107 shall be responsible for approving all development permits and ensuring the proposed buildings meet the requirements of the RM of Lac Pelletier No. 107 applicable Zoning Bylaw.

(2) Without limiting the generality of the foregoing, Dan Knutson shall enforce such other federal and provincial laws, regulations and codes for which the RM of Lac Pelletier No. 107 is or may in the future become responsible pertaining to building,

demolition and abatement of unsightly premises, nuisances and dangers arising from buildings, excavations and other sources that apply from time to time within the jurisdiction to be inspected by Dan Knutson.

(3) When enforcement action is not undertaken or pursued by reason of deficiency in a bylaw, Dan Knutson shall report same to the RM of Lac Pelletier No. 107.

(4) Dan Knutson shall perform all such other duties which are imposed upon him or reasonably required in respect to building, excavation, removal and other inspection, building and development matters of the municipality pursuant to any federal or provincial statute, regulation, code, ordinance, bylaw, resolution, policy of the RM of Lac Pelletier No. 107 may direct and as such acts, codes, ordinances, bylaws, resolutions or policies may be amended or substituted from time to time, or otherwise.

4. (1) The RM of Lac Pelletier No. 107 shall be responsible for the issuance of permits for demolition, removal, signs and other inspection services required by the RM of Lac Pelletier No. 107, including inspections required for lawful occupation of buildings, such as occupancy of group homes. In the event that other personnel of the RM of Lac Pelletier No. 107 have the duty of issuing any of the said permits, Dan Knutson shall be responsible to efficiently and effectively supervise, direct and administrate the personnel and oversee and administrate the issuance of such permits in accordance with the policies of the RM of Lac Pelletier No. 107.

(2) Dan Knutson shall ensure that all permits for which he is responsible are only issued when the application and proposal contained therein complies with applicable laws, regulations, codes and bylaws.

(3) Excepting as instructed from time to time by the RM of Lac Pelletier No. 107, Dan Knutson shall have full discretion as the law may allow to issue stop work orders and take such other enforcement actions pertaining to building inspection duties as are authorized by law in cases of non-compliance with any act, regulation or code or RM of Lac Pelletier No. 107 zoning bylaw.

(4) Dan Knutson shall provide advice in response to inquiries from contractors, developers and owners of property regarding building, excavation, and removal and signage matters, and provide advice to other personnel of RM of Lac Pelletier No. 107 engaged in building, demolition, excavation and removal projects or maintaining or improving municipal property, including property obtained through the tax enforcement procedure.

(5) Dan Knutson shall make recommendations with respect to the application and development of the municipal bylaws applicable to the Building Official duties.

FEES FOR SERVICES

5. In consideration of providing the building and inspection services herein, the RM of Lac Pelletier No. 107 agrees to pay to Dan Knutson fees at the rate stated in Schedule A to be submitted, as invoiced, to Dan Knutson

INTERPRETATION

6. Each of the provisions hereof is severable from any other provision and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

7. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.

8. This agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. The provisions herein express the legal relationship of the parties in respect of the subject matter hereof.

9. It is expressly understood and agreed that this Agreement is not assignable by either party, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.

10. Notwithstanding the date of execution hereof, the effective date of this Agreement shall be March 1st, 2022.

IN WITNESS WHEREOF Dan Knutson of Swift Current, Saskatchewan have duly authorized this 10th day of February, A.D. 2022, in the City of Swift Current in the Province of Saskatchewan.

IN WITNESS WHEREOF The RM of Lac Pelletier No. 107 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 8th day of March, A.D. 2022, the RM of Lac Pelletier No. 107 in the Province of Saskatchewan.

RM of Lac Pelletier No. 107

Reeve

Administrator

Consented to and accepted by Dan Knutson this 23 day of February A.D. 2022

WITNESS

Fran Browne
(Witness Name)

Dan Knutson
(Building Official)

Fran Browne

(Witness Signature)



(Legal Signature)

Schedule A
Effective March 1, 2022
RM of Lac Pelletier No. 107

Dan Knutson, AScT, CRBO
Class III Building Official Services

Inspection Fees & Charges

Dan Knutson charges an inspection fee for all residential, commercial, institutional and industrial building projects based on a fee per \$1,000 of value of construction. Value would be the replacement cost of the building/project. Value does not include land or any equipment not associated with building operation, i.e. grain handling equipment, furniture. Fees include plan review, approval letter and inspections. The number of inspections required is dependent upon the size, usage (restaurant, school, etc.), and method of construction (prefab, wood, concrete block, etc.). Dan Knutson will assess the number of inspections required at the time of the drawing review prior to the issuance of a permit. This number is typically is between 4 and 25 inspections.

Fees

Commercial/Industrial/Institutional

Value less than \$60,000 minimum Fee \$300 includes travel (based on 2 inspections)
Small projects requiring only one inspection i.e.: decks, open frame garages, sheds; \$125.00

First - \$60,000 - \$150,000 \$ 5.00/\$1,000 of value

(Number of trips will be estimated from plan review)

Remainder over \$150,000 at \$4.00/\$1,000 plus travel (Open to negotiation on larger jobs)

Travel - \$100/per trip/inspection

An hourly rate of \$75.00 will be charged for preliminary plan reviews, preparation of preapproval letters and/or reports plus travel at \$0.55/km if required.

Please make cheques payable to Dan Knutson