#### **RURAL MUNICIPALITY OF LAC PELLETIER NO. 107**

#### **BYLAW NO. 2022-02**

#### A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR SARM PROPERTY SELF INSURANCE PROGRAM BUILDING APPRAISAL AGREEMENT

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 Saskatchewan Association of Rural Municipalities for SARM Property Self Insurance Program Building Appraisal 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 February 9, 2022.

Reeve

Administrator

Read a third time and adopted this 9<sup>th</sup> day of February, 2022.

#### EXHIBIT "A"

### SARM PROPERTY SELF INSURANCE PROGRAM BUILDING APPRAISAL AGREEMENT

This agreement made this 9<sup>th</sup> day of February, 2022.

Between:

# Saskatchewan Association of Rural Municipalities ("SARM")

And

# The Rural Municipality of Lac Pelletier No. 107 ("**the RM**")

Whereas, SARM provides property insurance to the RM through the SARM Property Self Insurance Program ("**PSIP**");

And whereas the best interests of both parties are to have the RM insure its buildings at a value as close as possible to the actual value of those buildings so that the RM is insured, as close as possible, against the RM's actual risk;

And whereas SARM is prepared to assist the RM in obtaining an appraisal of all buildings the RM has insured through PSIP provided the RM agrees to insure each building for the appraised value;

And whereas the RM pays insurance premiums based on the values assigned to each building;

Now therefore, in consideration of the covenants hereinafter contained, the parties agree as follows:

- 1. SARM hereby agrees to arrange for and cover the costs of obtaining an appraisal on each of the buildings the RM insures through PSIP.
- 2. The RM hereby agrees to adjust the value assigned to each building the RM insures through PSIP to the appraised value and to thereafter pay premiums based on the adjusted value.
- 3. In the alternative and notwithstanding any provision to the contrary herein contained, once the RM receives a copy of the appraisal, the RM may choose not to adjust the assigned value of each building insured through PSIP to the appraised value.
- 4. To exercise the option set out in paragraph 3, the RM hereby agrees that it must i) notify SARM within sixty (60) days of the date on which the RM receives a copy of the appraisal that the RM does not wish to adjust its insurance coverage and ii) reimburse SARM for the costs of obtaining the appraisal.
- 5. In the event the RM fails to i) notify SARM within sixty (60) days of the date on which the RM receives a copy of the appraisal that the RM does not wish to adjust its insurance coverage and ii) reimburse SARM for the costs of obtaining the appraisal, SARM shall adjust the values assigned to each building insured by the RM to the values for each building as set out in the appraisal and invoice the RM for the adjustments in premiums.
- 6. The RM hereby acknowledges that it has read and understood the attached Schedule "A";

7. Nothing in this Agreement is to be interpreted to alter or apply to the PSIP Program Agreement. In the event there is a discrepancy between anything in this Agreement and the PSIP Program Agreement, the PSIP Program Agreement is to take precedents over this Agreement.

The parties have executed this Agreement as of the day and year first written above:

Saskatchewan Association of Rural Municipalities

Rural Municipality of Lac Pelletier No. 107

Per:

Reeve – Murray Spetz

Per:

Administrator – Sandra Krushelniski

## SCHEDULE "A"

RM #	RM Name	Building Description	Year Built	Address or Land Description	City, Town, or Village	RC or ACV	Building Coverage	Occupancy Code	Building Area (Square Footage)
107	Lac Pelletier	Machine Shop	2019	SE 28-11-14 W3 Plan 68SC01372	Lac Pelletier	RC	\$ 76,650	м	3,840
107	Lac Pelletier	Machine Shop & Storage Container	1988	SE 28-11-14 W3rd, Plan 68SC01372		RC	\$ 328,335	м	2,600
107	Lac Pelletier	Office	1926, 2002	Lot 1-2, Blk 6, Plan 17278	Neville	RC	\$ 213,465	0	1,000
107	Lac Pelletier	Shed & Office, waste bin operator	2011	SW 13-12-15 W3	Lac Pelletier Regional Park	RC	\$ 2,730	0	55