RURAL MUNICIPALITY OF WEYBURN NO. 67

BYLAW NO. 1-2025

A BYLAW FOR ENTERING INTO AN AGREEMENT BETWEEN THE RURAL MUNICIPALITY OF WEYBURN NO. 67 AND NICKLE LAKE REGIONAL PARK FOR BUILDING BYLAWS AND BUILDING OFFICALS

The council of the Rural Municipality of Weyburn No. 67 in the Province of Saskatchewan enacts as follows:

- 1. The Rural Municipality of Weyburn No. 67 is hereby authorized to enter into the said agreement attached hereto and forming part of this bylaw, and identified as Exhibit "A" with NICKLE LAKE REGIONAL PARK.
- 2. The Reeve and Administrator of the Rural Municipality of Weyburn No. 67 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A"

ON WELLEY OF WELL BURN NO.

Reeve

Administrator

Certified a true copy of Bylaw No. 1-2025 adopted by Council on the 14th day of February, 2025.

Pagya

Administrator

Exhibit "A" to Bylaw 1-2025

THIS AGREEMENT made this 14th day of February, 2025, by and between:

The Rural Municipality of Weyburn No. 67

1633 1st Avenue NE Weyburn, SK S4H 3E7 (hereinafter referred to as the RM of Weyburn), AND

Nickle Lake Regional Park

PO Box 1267 Weyburn, SK S4H 2L5

WHEREAS:

- 1. The RM of Weyburn and Nickle Lake Regional Park recognize the importance of ensuring that all construction and development within their respective jurisdictions adhere to provincial and municipal building codes and bylaws;
- 2. The RM of Weyburn has appointed a qualified Building Official to enforce building standards and bylaws within its jurisdiction;
- 3. Nickle Lake Regional Park requires the services of a Building Official to ensure compliance with applicable building codes and regulations;
- 4. Both parties wish to collaborate in the appointment and utilization of a Building Official and agree to share building bylaws for consistent enforcement within both jurisdictions.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. ADOPTION AND ENFORCEMENT OF BUILDING BYLAWS

- 1.1 The parties agree that the current and future building bylaws of the RM of Weyburn shall be adopted and enforced within the jurisdiction of Nickle Lake Regional Park.
- 1.2 Any amendments or revisions to the RM of Weyburn's building bylaws shall automatically apply to Nickle Lake Regional Park.
- 1.3 Both parties shall ensure that property owners and developers within their respective jurisdictions are informed of and comply with the adopted building bylaws.

2. APPOINTMENT OF BUILDING OFFICIAL

- 2.1 The RM of Weyburn agrees to extend the appointment of its Building Official to provide services to Nickle Lake Regional Park under the terms of this Agreement.
- 2.2 The Building Official shall have authority to enforce building bylaws, issue permits, conduct inspections, and perform other related duties within the jurisdiction of both parties.
- 2.3 The Building Official shall operate in accordance with The Construction Code Act and all applicable provincial and municipal regulations.

3. COST-SHARING AND COMPENSATION

- 3.1 The costs associated with the Building Official's services, including but not limited to wages, travel expenses, and administrative costs, shall be shared between the parties as follows:
 - The RM of Weyburn shall invoice Nickle Lake Regional Park on a monthly/quarterly basis for services rendered.
 - The specific cost-sharing percentage or fee schedule shall be agreed upon and reviewed annually by both parties.
- 3.2 The parties may jointly apply for grants or funding opportunities to offset costs related to building enforcement services.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the effective date until terminated by either party.

- 4.2 Either party may terminate this Agreement upon providing written notice to the other party.
- 4.3 In the event of termination, both parties shall cooperate to ensure an orderly transition of building official services and enforcement responsibilities.

5. GENERAL PROVISIONS

- 5.1 **Amendments**: Any modifications to this Agreement must be made in writing and signed by both parties.
- 5.2 **Entire Agreement**: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RURAL MUNICIPALITY OF WEYBURN NO. 67

Administrator

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NICKLE LAKE REGIONAL PARK

Authorized Signatory

Authorized Signatory