

**Village of Englefeld**

**Bylaw No. 2010-05**

**A BYLAW RESPECTING BUILDINGS**

**SHORT TITILE**

1. This Bylaw may be cited as the Building Bylaw.

**INTERPRETATION/LEGISLATION**

2. (1) "Act" means *The Uniform Building and Accessibility Standards Act* being Chapter U-1.2 of Statutes of Saskatchewan, 1983 – 1984 and amendments.  
(2) "Regulations" means regulations made pursuant to the Act.  
(3) "Administrative Requirements" means *The Administrative Requirements for use with the National Building Code 1985*.  
(4) "Authorized Representative" means an inspector appointed by the Council pursuant to Section 5(4) of the Act.  
(5) "Council" means the Council of the Village of Englefeld  
(6) "Municipality" means the Village of Englefeld  
(7) Definitions contained in the Act and regulations shall apply in this Bylaw.

**SCOPE OF THE BYLAW**

3. (1) This Bylaw applies to matters governed by the Act and the Regulations, including the National Building Code of Canada and the Administrative Requirements.  
(2) Notwithstanding subsection (1) references and requirements in the Administrative Requirements respecting matters regulated by the Act and Regulations shall not apply.  
(3) Notwithstanding subsection (1) references and requirements in the Administration Requirements respecting "occupancy permits" shall not apply except as and when required by the municipality or its authorized representative.

**GENERAL**

4. (1) A permit from the municipality is required whenever work regulated by the Act and Regulations is to be undertaken.  
(2) No owner or owner's agent shall work or authorize work or allow work to proceed on a project for which a permit is required unless a valid permit from the municipality exists for the work to be done.  
(3) The granting of any permit from the municipality which is authorized by this Bylaw shall not:

- (a) entitle the grantee, his successor or assigns or anyone on his behalf to erect any building that fails to comply with the requirements of any building restriction agreement, bylaw, Act and/or regulation affecting the site described in the permit; or
- (b) make either the Council or its authorized representative liable for damages or otherwise by reason of the fact that a building, the placement, erection, construction, alteration, repair, renovation, demolition, relocation, removal, use of occupancy of which has been authorized by permit, does not comply with the requirements of any such building restriction agreement, bylaw, Act and/or regulation, affecting the site described in the permit.

(4) Forms A, B, C, and D, which are attached form apart of this Bylaw.

## **BUILDING PERMITS**

5. (1) Every application for a permit from the municipality to erect, place, construct, alter, repair, renovate or reconstruct a building shall be on the form provided by the municipality and shall be accompanied by two sets of the plans and specifications of the proposed building, except that when authorized by Council or its authorized representative plans and/or specifications need not be submitted.
- (2) If the work described in an application for building permit, to the best of the knowledge of the Council or its authorized representative, complies with the requirements of this Bylaw, the municipality shall issue a permit in the form prescribed by the municipality and return one set of submitted plans to the applicant.
- (3) Council may, at its discretion, have plan review, inspection and other services for the purpose of enforcement of the Act and Regulations provided by an inspector or inspectors designated by the Minister to assist the municipality pursuant to subsection 4(4) of the Act.
- (4) The municipality may, at its discretion, have plan review, inspection and other services provided by a person, firm or corporation employed under contract to the municipality.
- (5) There will be a \$100 (one hundred dollar) permit fee for any permits or permit applications. ***Amended Bylaw 2016-02***
- (6) Approval in writing from Council or its authorized representative is required for any deviation, omission or revision to work for which a permit has been issued under this section.
- (7) All permits issued expire within six months unless the municipality decides to renew or extend their validity in writing. ***Amended Bylaw 2016-02***
  - a. ***Amended Bylaw 2016-02***
  - b. ***Amended Bylaw 2016-02***
- (8) Once construction of a building commences construction must be completed within six (6) months. ***Amended Bylaw 2016-02***

## **DEMOLITION OR REMOVAL PERMITS**

6. (1) The applicant shall provide the municipality with a deposit of \$5000.00 to cover the cost of restoring the site after the building has been demolished or removed to such condition that it is, in the opinion of the municipality, not dangerous to public safety. If the applicant who demolishes or removes the building restores the site to a condition satisfactory to the municipality the sum deposited or a portion thereof shall be refunded.
- (2) Every application for a permit to demolish or remove a building shall be in the form provided by the municipality.
- (3) Where a building is to be demolished, removed from the municipality or removed from its site and set upon another site in the municipality, and the municipality is satisfied that there are no debts or taxes in arrears or taxes outstanding with respect to the building or land on which the building is situated, the municipality shall issue a permit in the form provided by the municipality.
- (4) All permits issued under this section expire six months from the date of issue unless the municipality agrees to extend it at their discretion for a further period. *Amended Bylaw 2016-02*

## **ENFORCEMENT OF BYLAW**

7. (1) If any building, or part thereof, or addition thereto is erected, constructed, reconstructed, altered, repaired, renovated or placed in contravention of any provision of this Bylaw, the Council or its authorized representative may take any measures as permitted in Part V of the Act for the purpose of ensuring compliance with this Bylaw including, but not limited to:
  - a. entering a building,
  - b. ordering production of documents, tests, certificates, etc. relating to a building,
  - c. taking material samples,
  - d. issuing notices to owners which order actions within a prescribed time,
  - e. eliminating unsafe conditions,
  - f. completing actions, upon an owner's non compliance with an order, and adding the expenses incurred to the tax payable on the property, and
  - g. obtaining restraining orders.
- (2) If any building or part thereof is in an unsafe condition due to its faulty construction, dilapidated state, abandonment, open or unguarded condition or any other reason, the Council or its authorized representative may take any measures allowed by subsection (1).
- (3) The owner of a building for which a permit has been issued or for which actions are being taken in compliance with an order shall give notice in writing to the Municipality as required in Section 17.2 of the Act, including, but not limited to:

- a. on start, progress and completion of construction,
- b. of change in ownership prior to completion of construction, and
- c. of intended partial occupancy prior to completion of construction.

## **SPECIAL CONDITIONS**

8. (1) Notwithstanding the requirements of the Regulations, an architect or professional engineer registered in the province of Saskatchewan shall be engaged by the owner for assessment of design and inspection of construction or certification of a building or part of a building where required by the municipality.
- (2) An up-to-date plan or survey of the site described in a permit or permit application prepared by a registered land surveyor shall be submitted by the owner where required by the Council or its authorized representative.
- (3) It shall be the responsibility of the owner to ensure that change in property lines and/or change in ground elevations will not bring the building or an adjacent building into contravention of this Bylaw.
- (4) It shall be the responsibility of the owner to arrange for all permits, inspections and certificates required by other applicable Acts, bylaws and regulations.

## **PENALTY**

9. (1) Any person who contravenes any of the provisions of this Bylaw shall be liable to the penalties provided in Section 22 of the Act.
- (2) Conviction of a person or corporation for breach of any provision of the Bylaw shall not relieve him/her from compliance therewith.

## **REPEAL BYLAW**

10. Bylaw No. 02-08 is hereby repealed.

{Seal}

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Mayor

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Administrator

Read a third time and adopted  
This \_\_\_\_ day of \_\_\_\_\_.

**FORM A to Bylaw No. 2010-05**

**Village of Englefeld**  
Box 44 Englefeld, Saskatchewan, S0K 1N0 306-287-3151  
**Building Permit Application**

Date: \_\_\_\_\_ Building Permit Number: \_\_\_\_\_

Erect  Demolish  Move-In  Renovate

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

Owner: \_\_\_\_\_ Civic Address: \_\_\_\_\_

Contract With: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Application for a permit to:

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Size of Building: a) House \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.  
Garage \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.  
Deck \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.  
Other \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.

Size of Lot (frontage) \_\_\_\_\_ Number of Stories \_\_\_\_\_

Basement \_\_\_\_\_

Estimated Cost: House \$ \_\_\_\_\_  
Garage \$ \_\_\_\_\_  
Deck \$ \_\_\_\_\_  
Renovation \$ \_\_\_\_\_

Other \$ \_\_\_\_\_ **TOTAL:**

Building Permit Application Cont'd.

**Regulations that must be adhered to:**

- a) No work is to be undertaken until application has been approved and a permit issued by the Village.
- b) The undersigned agrees to comply with all Zoning, Building, Fire, Health, and any other Provincial codes and to comply with any **caveats** or **liens** registered against said lands or property.
- c) No excavation may be started until location of foundation is approved by the Chief Administrative Officer.
- d) A copy of the floor and building plans must be submitted upon request of the Village's CAO. For move in permits, at least two (2) photos of the building must be attached to the application.

- e) The elevation of the residence shall be eighteen (18) inches more or less (unless otherwise specified) above the sidewalk and the builder must notify the Village prior to pouring footings in order that the Village may verify the elevations.
- f) Sask Power and SaskTel must be notified prior to construction to locate underground services.
- g) The undersigned agrees that the construction, demolition, move-in or renovation will be completed within six (6) months of the date of issue of the permit and they will clean up all debris and material resulting from the work. Failure to comply with site cleanup and/or repairs to village property/infrastructure will result in the loss of any deposits.
- h) When moving a building in or out of the village, the route must be accompanied with the permit.
- i) Construction is completed when all the painting, siding and roofing is finished. Used material may only be used with permission of the Inspector and all conditions stipulated by the Inspector are adhered to.
- j) No building can be permanently occupied until a final inspection is completed by the Building Inspector and an occupancy permit is issued.

**SUBCONTRACTORS AND SUPPLIERS OF MATERIALS**

Excavation: _____
Cement: _____
Roofing: _____
Siding: _____
Insulators: _____
Drywall: _____
Floor Covering: _____
Masonry: _____
Eavestroughing: _____
Plumbing: _____

Application Has  
Approved

**Request for Building and Occupancy Permit**

I hereby acknowledge that I have read this application and state that the information contained herein is correct and agree to comply with all Village Bylaws and/or Provincial laws regulating Building and Occupancy. It is being expressly understood that the issuing of a Permit does not relieve the applicant from complying with all bylaws though not called for in the specifications or shown on plans and/or applications submitted. The Building shall not be occupied until such time as an occupancy permit is issued to the owner.

Owner or Authorized Agent

(Please Print)

(Signature)

Date: \_\_\_\_\_

**Form B to Bylaw No. 2010-05**

Village of Englefeld

Box 44 Englefeld, Sask. S0K 1N0 306.287.3151

**Building Permit #**\_\_\_\_\_

Permission is hereby granted to

\_\_\_\_\_ to  
\_\_\_\_\_ a building to be used as a  
\_\_\_\_\_ on civic address or  
location \_\_\_\_\_ Lot \_\_\_\_\_  
Block \_\_\_\_\_ Plan \_\_\_\_\_ in accordance with the application  
dated \_\_\_\_\_.

**This expires six (6) months from the date of issue if work is not commenced within that period or if work is suspended for a period of six (6) months, unless otherwise authorized by the Chief Administrative Officer or Council for the Village of Englefeld.**

This permit is issued subject to the following conditions:

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Any deviation, omission or revision to the approved application requires approval of the Chief Administrative Officer or Council for the Village of Englefeld.

Estimated value of construction \$ \_\_\_\_\_

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Date

Chief Administrative Officer

**Form C to Bylaw No. 2010-05**



AGREEMENT FOR PURCHASE OF REAL PROPERTY made in duplicate this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**VILLAGE OF ENGLEFELD**

Box 44, Englefeld, Saskatchewan, S0K 1N0

(Hereinafter referred to as the Vendor)

-and-

\_\_\_\_\_  
\_\_\_\_\_  
(Hereinafter referred to as the Purchaser)

I, We, the Purchaser, in the Province of Saskatchewan, **Separate School Supporter/Public School Supporter**, do hereby agree to purchase the land known as civic number \_\_\_\_\_, Lot(s)\_\_\_\_\_, Block\_\_\_\_\_, Plan\_\_\_\_\_, in the Village of Englefeld, on which the Purchaser intends to **move in/erect** a building to be used for **residential/commercial** purposes, measuring \_\_\_\_\_ long by \_\_\_\_\_ wide on the following terms and conditions.

Lot Price: \$\_\_\_\_\_  
GST: \$\_\_\_\_\_  
Total: \$\_\_\_\_\_  
10% Deposit: \$\_\_\_\_\_  
**Balance Due:** \$\_\_\_\_\_

1. In Consideration of the Vendor's acceptance, the Purchaser, hereby agrees to obtain a building permit and submit the necessary plan(s) to place or erect the building described herein on the said land in accordance with the Bylaws and Regulations of the Village of Englefeld.
2. The Purchaser further agrees to a non refundable deposit with this application, ten percent (10%) of the purchase price, plus GST if applicable, with the remaining balance to be paid on or before \_\_\_\_\_ or when construction commences, whichever is the sooner. Nonpayment of the balance on the due date shall render this agreement voidable at the unfettered discretion of the Vendor, and the Vendor shall be entitled to retain the entire deposit. An extension of time for payment may be granted by the Vendor in writing at their discretion.
3. It is further agreed that the Purchaser shall not be entitled to transfer or deed, or any conveyance of the said property from the Vendor until such time as payment in full is received by the Vendor.
4. The Purchaser agrees that the main building shall be constructed to the 18 or more above the center of the road.
5. The Purchaser agrees that the Vendor shall be notified prior to the pouring of footings, in order that the elevation may be verified.
6. Building plans shall be subject to the approval of the Village Council.
7. Land Title fees shall be at the expense of the applicant.

Initial

Initial

8. Land taxes will be assessed from January 1<sup>st</sup> of the year following the Possession Date.
9. Construction must commence within six months from the Possession Date. If Construction does not commence within six months, the Vendor has the right to repurchase the property from the registered owner for the same price paid for the lot less 10%. The Vendor may register an interest against the title to protect its right to repurchase.
10. Construction of any building on the lot(s) must be completed within six months from the date construction begins. If construction is not completed the Vendor then has the option to repurchase the property from the Purchaser for the same price paid for the lot less legal and land titles costs. The Vendor may purchase the unfinished building for a price agreed upon with the Purchaser, or the Purchaser may move the building off the lot at their own expense.
11. The land may not be sold to anyone within one year of the purchase. If the property is transferred to anyone within the one year period, the Vendor has the option of purchasing the land from the Purchaser at the price paid to the Vendor.
12. It is understood and agreed that no assignment shall be valid unless approved by the Vendor.
13. This Agreement ensures to the Benefit of and is binding upon the Vendor and Purchaser.

Initial

IN WITNESS WHEREOF, **VILLAGE OF ENGLEFELD**, has hereunto affixed its corporate seal, duly attested to by the hands of its proper signing officers in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

Per: \_\_\_\_\_  
**VILLAGE OF ENGLEFELD**

IN WITNESS WHEREOF, **THE PURCHASER**, has hereunto affixed their signatures before a witness this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness: \_\_\_\_\_

Per: \_\_\_\_\_  
**PURCHASER**

Per: \_\_\_\_\_