



AND WHEREAS the municipalities have agreed to establish a committee to administer this agreement; and

AND WHEREAS the municipalities intend to pay for the costs of enforcing the Act through the fees and charges imposed on building permit applicants;

NOW THEREFORE this Agreement witnesseth that the parties hereto covenant and agree the one with the others as follows:

## **PART 1: SCOPE**

### **1. Definitions**

- (1) "Act" shall mean the Building Code Act S.O. 1992 c. and any Regulation passed thereunder;
- (2) "Chief Building Official" or "CBO" shall mean the chief building official appointed by the participating parties to enforce the Building Code Act within the boundaries of the ~~seven~~ eight participating municipalities.
- (3) "Committee" shall mean the Joint Building Committee established under Part 3 of this agreement;
- (4) "Inspector" shall have the same meaning ascribed to it in the Act.

### **2. *Schedules Attached***

The following Schedules are attached to and form part of the Agreement.

- Schedule "A" – Administration
- Schedule "B" – Financial
- Schedule "C" – Cost Sharing Provisions

### **3. *Joint Enforcement***

The parties agree to jointly enforce the *Act* through the appointment of a common Chief Building Official and inspectors as required by the Act.

## **PART 2: OPERATIONS AND COST SHARING**

### **4. Officials**

The Chief Building Official and inspectors shall be employees of the Township of Strong, for OMERS purposes only.

**5. *Obligation to Cost Share***

- (1) The proportionate share of expenses shall be determined by the Committee in accordance with the procedure/formula set out in Schedule C.

**6. *Financial Transactions***

The Township of Strong, on behalf of the Joint Building Committee shall complete the Financial Transactions in accordance with the method as set out in the Schedule.

**7. *Fees and Fees Collection***

- (1) The parties hereby acknowledge and agree that all fees and charges payable pursuant to its respective “Building By-law” and/or any Fees and Charges by-law, are hereby directed to be paid to and or may be collected by the “Joint Building Committee” and the aforementioned by-laws shall be amended, if necessary, to reflect this direction.
- (2) The parties hereby acknowledge and agree to adopt the fee schedule and construction cost guidelines in their respective building by-laws.

**8. *Payment of Obligations***

Each party hereby acknowledges and agrees that all fees collected by the Committee pursuant to section 7 shall be used by the Committee to satisfy each municipality’s obligations under section 5.

**9. *Surplus and Shortfall***

- (1) The Committee, shall retain, any surplus in reserve for future expenses, subject to subsection (3).
- (2) Each party, upon request to the Committee, shall pay to the Committee such amounts as are necessary to remedy any real or anticipated shortfall in revenue (the “shortfall payment”) during the year. The amounts payable by each municipality shall be based on the municipality’s proportionate share of expenses as determined under section 5.
- (3) Any surplus, as calculated at the end of year shall first be used to refund or repay any shortfall payments made during the calendar year and prior years, Upon refunding or repaying shortfall payments, any surplus of the annual expenses shall be retained by the Committee to pay future expenses, training, education and wages. The Committee shall review the fees

schedule and make recommendations for an adjustment such that the fees do not produce a continuing surplus that exceeds annual operating expenses.

### **PART 3: JOINT BUILDING COMMITTEE**

#### **10. *Establishment and Appointments***

- (1) A Joint Building committee, comprising one member of Council of each of the parties, shall be established to administer this agreement.
- (2) Each party shall appoint a second member of Council to act as an alternate representative for the municipality and such member may attend meetings of the Committee in place of the appointed member of Council.

#### **11. *Organization and Duties***

- (1) The Joint Building committee shall consist of one (1) Elected Council Members from each Council: Burk's Falls; Joly; Machar; Magnetawan; South River; Strong; Sundridge; and Ryerson. The Joint Building Committee shall have the authority to and be responsible for:
  - (1) Appointing a Chairman annually from its members who shall have authority to call special meeting, when necessary;
  - (2) Providing for a Secretary/Treasurer from the Township of Strong administration to keep and record minutes of all meetings and proceedings of the Joint Building Committee, receive accounts and present the same for approval and payment;
  - (3) Preparation of necessary annual budgets for presentation to the Councils of the parties hereto;
  - (4) Formulating policies, rules and regulations for and relating to the administration of the Joint Building Committee for consideration by the Councils of the parties;
  - (5) Ensuring that the basic administrative system, as set out in Schedule "A" attached hereto and forming part of this Agreement is followed and that the basic financial administration formula as outline in Schedule "B" forming part of this Agreement is adhered to;
  - (6) One Vote is recorded for each municipality.

- (2) Each municipality shall appoint a second Councilor to act as an alternate representative on the Committee, when the primary representative is unavailable.
- (3) The Joint Building committee shall see that books are kept in accordance with the procedures and principles set out in this agreement and shall furnish such other information at such other times as the Councils of the parties hereto or any of them may from time to time require and shall cause to be produced, all books and records to any person duly authorized by any of the parties hereto, to inspect the same at all reasonable times. The Joint Building Committee shall not incur any liability in excess of the amounts as approved in the annual budget without prior approval thereof to be evidenced by resolution of Councils of each of the parties hereto.
- (4) All matters coming before the Joint Building Committee for decision shall be decided by a majority vote of the member municipalities. ~~Four (4)~~ Five (5) municipalities shall constitute a majority. No one member shall have veto power but the majority shall rule. Each municipality shall be represented at the meeting by a quorum to exist for the transaction of business at any and all meetings of the Joint Building Committee.
- (5) The joint Building Committee is to be empowered by a By-law of each municipality: Burk's Falls; Joly; Machar; Magnetawan; South River; Strong; Sundridge and Ryerson; to carry out all the duties and obligations assigned to each hereunder.
- (6) The Budget proposal shall be presented to each municipal Council prior to the end of March in each year for consideration. The Joint Building Committee shall endeavor to provide all inspections and services as required by the Building Code Act and such inspections and services shall include Plumbing Inspections. All municipalities shall appoint the Chief Building Official and such Inspectors as required, by Municipal By-law.
- (7) That the parties hereto understand and agree that the services as provided by the Joint Building Committee are provided in a manner in that the services provided in the individual municipalities are the responsibility of the individual municipality, and any liability accruing from the provision of these services is applicable to that individual municipality in which the liability may occur.

#### **PART 4: ENFORCEMENT AND LIABILITY**

##### **12. *Proceedings Under Section 36 or 38 of the Act***

- (1) Notwithstanding the cost sharing provisions in this agreement each participating municipality shall be responsible for any costs, including wages,

arising from proceedings commenced by the CBO and/or municipality under authority of section 36 or 38 of the Act.

- (2) Proceedings commence under the Act shall be commenced in the name of the CBO for the applicable municipality. Any settlement on a court decision is retained by the municipality that instigated the action.

### **13. Administration and Withdrawal**

- (1) This Joint Building Committee Agreement shall come into force and effect upon adoption and implementation by By-law of each of the parties hereto.
- (2) If any of the parties wishes to withdraw from the Joint Building Committee and this Agreement, it may do so upon giving to the Joint Building Committee, six (6) months written notice, prior to January 1<sup>st</sup> of the ensuing year, of intention to withdraw and such notice shall terminate this agreement in respect of such municipality as at the effective date specified in the Notice provided that the date meets the required six (6) months notice provision.

14. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.

15. Upon the execution of this Agreement, any existing Agreements amongst the parties, as amended, with respect to the Joint Building Committee shall forthwith become null and void.

16. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

### **17. Indemnification**

- (1) Each party covenants and agrees with the other participating municipalities, on behalf of itself, its successors and assigns, to indemnify and save harmless the participating municipalities, their servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason or enforcement of the Building Code Act, etc. within the territorial boundaries of the individual municipality in connection with the carrying out of the provisions of this Agreement.
- (2) Each party further covenants and agrees to release and forever discharge the other participating municipalities from and against all claims, demands, causes of action, of every nature and type whatsoever that may arise either as a result of the failure of the Joint Building committee to carry out any of its

obligations under this Agreement, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Joint Building Committee, its servants or agents.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Burk's Falls on the            day of            , 2006.

THE CORPORATION OF THE  
VILLAGE OF BURK'S FALLS

Per: \_\_\_\_\_  
Ron Russell, Reeve

Per: \_\_\_\_\_  
Jarvis W. Osborne, Clerk-Treasurer

By Joly on the            day of            , 2006.

THE CORPORATION OF THE  
TOWNSHIP OF JOLY

Per: \_\_\_\_\_  
Mario Campese, Reeve

Per: \_\_\_\_\_  
Gerry Whittington, Clerk-Treasurer

By Machar on the            day of            , 2006.

THE CORPORATION OF THE  
TOWNSHIP OF MACHAR

Per: \_\_\_\_\_  
Harvey Pinkerton, Mayor

Per: \_\_\_\_\_  
Brenda Paul, Clerk-Treasurer





By Ryerson on the            day of            , 2006.

THE CORPORATION OF THE  
TOWNSHIP OF RYERSON

Per: \_\_\_\_\_  
Barbara Marlow, Reeve

Per: \_\_\_\_\_  
Judy Kosowan, Clerk

## **SCHEDULE "A" TO JOINT BUILDING COMMITTEE AGREEMENT** **ADMINISTRATION**

### ***Chairman***

As required pursuant to section 11, the Committee shall elect a chairman from amongst their membership to chair their meetings. The Chairman has full voting powers at the meetings of the Full Committee.

### ***Tie Votes***

A tie vote on any proposal action of the Committee is considered a Defeated Motion.

### ***Record of Proceedings***

The Clerk of the Township of Strong or their designate shall act as Secretary/Treasurer of the Joint Building Committee. A typed copy of these notes will be forwarded to the Municipal Clerks of the member municipalities for ratification by each Council. A copy of the minutes will also be given to the Chief Building Official.

### ***Joint Building Committee's Authority***

The Joint Building Committee is an advisory and administrative body. Any recommendations of the Committee have to be implemented by the individual municipality to have full force and effect as it pertains to that specific municipality. The Joint Building Committee shall provide the Chief Building Official with direction on administrative changes such as wages, benefits, office hours and office locations.

### ***Day to Day Administration***

The Chief Building Official will be responsible for the day to day enforcement of the Ontario Building Code, the Zoning By-law and the Building By-laws of that Municipality for which the Building Permit is issued.

### ***Secretarial Services***

The Joint Building Committee will approve an administration fee to the Township of Strong for secretarial and bookkeeping services to the Joint Building Committee, to be paid out of Joint Building Committee funds.

### ***Legal Fees***

Legal fees or engineering fees incurred by the Joint Building Committee relating to specific situations in a member municipality will be at the cost of that member municipality. Legal or Engineering opinions obtained for the benefit of all municipalities shall be jointly shared.

## **SCHEDULE "B" TO JOINT BUILDING COMMITTEE AGREEMENT FINANCIAL**

### ***Budget***

The Joint Building Committee prepares an Annual Budget for the Operating Costs of the Committee.

The Budget is subject to the approval of all member municipal Councils.

The financial transactions of the Joint Building Committee will be administered by the Township of Strong. This will include disbursements of expenses, training, salaries and other administrative duties on behalf of the Joint Building Committee.

The accounts of the Joint Building Committee will be audited by the Township of Strong Auditor with a copy of the Auditors Report sent to each member Clerk for approval of Council.

All costs shall be borne by the participating members through collection of Building Permit and associated fees and shortfall payments.

**SCHEDULE "C" TO JOINT BUILDING COMMITTEE AGREEMENT COST SHARING PROVISIONS**

**FEES AND COST GUIDELINES**

Fees as set by the Joint Building Committee from time to time, and each municipality pass a fee by-law.

**COST SHARING**

Each party's share of costs and expenses for the enforcement of the Building Code Act and its regulations pursuant to this Agreement shall be calculated as follows:

Parties Share =  $\frac{\text{Value of Permits Fees Collected}}{\text{Total Value of Permits Fees Collected by all participating parties.}}$

Permits include all building permits, excluding permits issued pursuant to Part 8 of the Building Code, demolition permits and change of use permits and any additional fees for other inspections.