

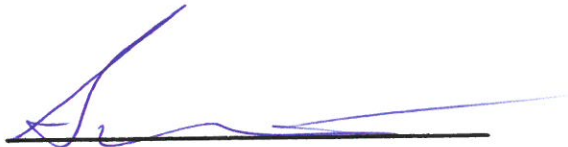
**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2012- 25**

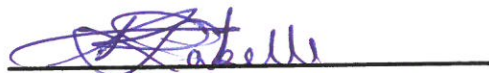
The Council of the Corporation of the Municipality of Magnetawan in accordance with the provisions of the Building Code Act section 3(3), hereby enacts as follows:

1. That the Joint Building Committee agreement being the attached Appendix 'A' is hereby adopted.
2. That the Mayor and the Clerk be authorized to execute the agreement on behalf of the municipal corporation.
3. That this by-law shall come into effect on the day of adoption.

BY-LAW read a first, second and third time and finally adopted this 24<sup>th</sup> day of October 2012.



**Mayor**



**Clerk**



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 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.
- (5) "Administering Municipality" shall mean the municipality that manages the financial and secretarial requirements of the Joint Building Committee (JBC). Currently this is the Township of Strong. In the event of changes in Joint Building Committee Membership, the committee shall appoint a new administering municipality from amongst the remaining members as necessary.
- (6) "Member Municipality" shall mean the municipalities as listed on Page 1 of this agreement.

### **2. Schedules Attached**

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

- Schedule "A" – Administration
- Schedule "B" – Financial Administration
- 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.

### **4. Effective Date**

This agreement shall be effective from \_\_\_\_\_, 2012 for an indefinite time period.

## **PART 2: OPERATIONS and FINANCIAL ADMINISTRATION**

### **1. Officials**

The Chief Building Official and inspectors shall be employees of the Administering Municipality for remuneration and benefit purposes only.

### **2. 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.

### **3. Financial Transactions**

(1) The Administering Municipality, on behalf of the Joint Building Committee shall complete the Financial Transactions in accordance with the method as set out in Schedule B on a timely basis.

### **4. 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, as periodically amended. 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.

### **5. Payment of Obligations**

Each party hereby acknowledges and agrees that all fees collected by the Committee pursuant to section 4 shall be used by the Committee to satisfy each municipality's obligations.

### **6. Surplus and Shortfall**

(1) The Committee, shall retain, any surplus in reserve for future expenses, subject to subsection (3).

(2) Each party, upon request from 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 Schedule C.

- (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.

### **PART 3: COMMITTEE ADMINISTRATION / ORGANIZATION**

#### **1. 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.

#### **2. Organization and Duties**

- (1) The Joint Building committee shall consist of one(1) Elected Council Member 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) Electing a Chairperson annually from its members who shall have authority to call special meetings, when necessary;
  - (2) Providing for a Secretary/Treasurer from the Administering Municipality 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 recommendation to the Councils of the parties hereto by the end of March;
  - (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 outlined in Schedule "B" forming part of this Agreement is adhered to;
  - (6) One Vote is recorded for each municipality.

- (2) Each municipality is to remit their resolutions within thirty (30) days from the date of the JBC Meeting. Failure to respond would be considered as positive support for the resolution, except as outlined in Part 3,2(7).
- (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. Five (5) municipalities shall constitute a majority. No one member shall have veto power but the majority shall rule.
- (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 the duties and obligations assigned to it herein.
- (6) The Joint Building Committee shall provide all inspections and services as required by the Building Code Act and such inspections and services shall include Plumbing Inspections.
- (7) All parties agree to appoint, by by-law authorized under section 3(1) of the Building Code Act, 1992, a Chief Building Official and Inspectors as recommended by the Joint Building Committee. In recognition of majority rules, where a participating municipality fails or refuses to appoint such Chief Building Official or Inspector(s) as recommended by the Committee within 30 days of the date of such recommendation, such failure or refusal shall be deemed to be a notice of withdrawal as contemplated in Part 4, Section 2. Such notice shall be deemed to have been received by the Secretary of the Committee on the 31<sup>st</sup> day after the date of the aforementioned recommendation. Member municipalities which were not in agreement with the majority must re-submit a supporting resolution, together with a copy of the resolution rescinding their previous motion on the same matter within 30 days of voting results.
- (8) 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.

### 3. Procedures

- (1) The Committee shall hold at least 3 Regular Meetings each calendar year at such place and time as may be determined by the Committee.
- (2) In order to constitute a valid meeting of Committee a quorum, being a majority of members, shall be present. Where a quorum of the Committee exists, all business of the Committee shall be decided upon by a simple majority of the members present.
- (3) The Joint Building Committee shall adopt and use the procedural by-law of the Administering Municipality, as that relates to the calling and conduct of Committee meetings, for its meetings.

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

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

- (1) All proceedings under section 36 and 38 shall be commenced in the name of the CBO for the applicable municipality within which the proceeding arose.
- (2) Section 36 POA proceedings – the cost of all proceedings commenced under section 36 shall be shared pursuant to Part 2, section 2 of this agreement. All fines obtained under section 36 shall be revenue that is shared by the Municipality to offset all shared expenses. Each Municipality shall pay the proceeds of all fines obtained under section 36 to the Joint Building Committee remaining after paying any fees due to an enforcement officer (which would not include the CBO or any inspectors) related to such prosecution and retaining a \$50.00 administration fee.
- (3) Each Municipality shall be solely responsible for the costs of any proceedings under section 38 and shall be solely entitled to any award of costs in favour of said municipality in such proceeding.

##### **2. Administration and Withdrawal**

- (1) A party may withdraw from this agreement and the joint enforcement of the Building Code Act in accordance with the following conditions:
  - (1) a withdrawal shall be effective on June 30<sup>th</sup> or December 31<sup>st</sup> of a calendar year;
  - (2) the notice of a withdrawal shall be submitted in writing to the Secretary of the Joint Building Committee stating one of the dates in subsection (a), no later than February 28<sup>th</sup> (or 29<sup>th</sup> in a leap year) for a June 30<sup>th</sup> withdrawal or August 30<sup>th</sup> for a December 31<sup>st</sup> withdrawal;
  - (3) a withdrawing party shall not be responsible for making any payment which is requested under authority of Part 2, Section 6(2) unless such

a request for payment has been made prior to the date upon which the withdrawing party gave notice of its intention to withdraw;

- (4) a withdrawing party shall not be entitled to any potential refund or repayment provided for under Part 2, Section 6(3) for the calendar year (or part thereof) in which its withdrawal is effective but remains eligible for any potential refunds or repayments for a prior calendar year.
- (2) Notwithstanding subsection (2) whereupon the parties have unanimously agreed to terminate this agreement, the parties agree that such termination shall be deemed to be effective as at June 30<sup>th</sup> or December 31<sup>st</sup> if the agreement to terminate occurred after April 1<sup>st</sup> in order to allow the committee to calculate all revenue and expenses to the effective date of the termination. Each party agrees that it will submit any cost contribution owing within 30 days of the determination and that such monies shall be distributed to those municipalities by the Administering Municipality which are determined to have "credit" balance concerning shared expenses.
3. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.
4. 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.
5. 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.
6. **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.





THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

Per: \_\_\_\_\_  
Sam Dunnett, Mayor

Per: \_\_\_\_\_  
Roger Labelle, Clerk-Administrator

By South River on the      day of      , 2012.

THE CORPORATION OF THE  
VILLAGE OF SOUTH RIVER

Per: \_\_\_\_\_  
Jim Coleman, Mayor

Per: \_\_\_\_\_  
Susan Arnold, Clerk-Administrator

By Strong on the      day of      , 2012.

THE CORPORATION OF THE  
TOWNSHIP OF STRONG

Per: \_\_\_\_\_  
Christine Ellis, Mayor

Per: \_\_\_\_\_  
Linda Maurer, Clerk-Treasurer

By Sundridge on the      day of      , 2012.

THE CORPORATION OF THE  
VILLAGE OF SUNDRIDGE

Per: \_\_\_\_\_  
Elgin Schneider, Mayor

Per: \_\_\_\_\_  
Lillian S. Fowler, CAO/Clerk

By Ryerson on the      day of      , 2012.

THE CORPORATION OF THE  
TOWNSHIP OF RYERSON

Per: \_\_\_\_\_  
Glenn Miller, Reeve

Per: \_\_\_\_\_  
Judy Kosowan, CAO/Clerk-Treasurer

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

**Chairperson**

As required pursuant to section 2.1.1, the Committee shall elect a Chairperson in January from amongst their membership to chair their meetings. The Chairperson has full voting powers at the meetings of the Full Committee.

**Tie Votes**

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

**Record of Proceedings**

The Clerk of the Administering Municipality or their designate shall act as Secretary/Treasurer of the Joint Building Committee. A typed copy of the minutes will

be forwarded to the Municipal Clerks of the member municipalities; to the Chief Building Official and each committee member.

### **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.

### **Day to Day Administration**

The Chief Building Official will be responsible for the day to day enforcement of the Ontario Building Code. On behalf of the Joint Building Committee, all dealings of the Committee shall go through the Chair, who serves as the spokesperson.

### **Secretarial Services**

The Joint Building Committee will approve an administration fee to the Administering Municipality 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 FINANCIAL ADMINISTRATION**

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

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

The financial transactions of the Joint Building Committee will be administered by the Administering Municipality. 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 Administering Municipality's Auditor with a copy of the Auditors Report sent to each municipality.

All costs shall be borne by the participating members through collection of building permits, associated fees and shortfall payments as defined in Schedule C.

## **SCHEDULE “C” TO JOINT BUILDING COMMITTEE AGREEMENT COST SHARING PROVISIONS**

### **FEES AND COST GUIDELINES**

Fees are set by the Joint Building Committee yearly, and each municipality must 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 =  $\frac{\text{Value of Permits Fees Collected for each municipality}}{\text{Total Value of Permits Fees Collected by all participating parties in preceding five (5) years}}$

Permits include all building permits, excluding permits issued pursuant to Part 8 of the Building Code.