

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2022 - 24

Being a By-law to Enter into an Agreement with the Joint Building Committee for Shared Building Department Services

Between
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
AND
THE JOINT BUILDING COMMITTEE
(known as Burk's Falls, Joly, Machar, South River, Strong, Sundridge, Ryerson)

WHEREAS Section 20(1) of the *Ontario Municipal Act*, S.O. 2001, c. 25, as amended, allows a municipality to enter into an agreement with one or more municipalities for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

AND WHEREAS Section 8(1) of the *Ontario Municipal Act*, S.O. 2001, c. 25, as amended, enables a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 3(3) of the *Building Code Act*, R.S.O. 1992, c. 23, as amended, makes provisions for the councils of two or more municipalities to enter into an agreement:

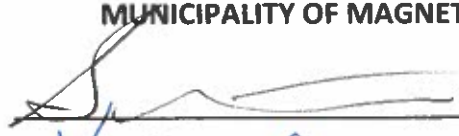
- (a) providing for the joint enforcement of the Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a Chief Building Official (CBO)

AND WHEREAS the Municipality of Magnetawan deems it advisable to enter into a shared services Agreement with the Joint Building Committee to provide Chief Building Official services to be carried out the requirements of the *Building Code Act*, as required.

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement, substantially as attached hereto as Schedule "A".
2. **THAT** the attached Agreement, Schedule "A", shall form part of this By-law.
3. **THAT** the Agreement, attached hereto as Schedule "A", entered into between the Municipality of Magnetawan and the Joint Building Committee is hereby ratified and confirmed, when signed by all parties.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 18th day of May 2022.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN


Kevin Noom Mayor

CAO/Clerk

Shared Building Services Terms of Agreement

B E T W E E N:

THE JOINT BUILDING COMMITTEE

(Party Hereinafter referred to as "JBC")

AND

**THE CORPORATION OF THE MUNICIPALITY OF
MAGNETAWAN**

(Party Hereinafter referred to as "Magnetawan")

Schedule "A"

1. Qualifications:

Each party will ensure that its CBO whose services are made available pursuant to this Agreement are properly qualified to carry out their responsibilities at all times, in accordance with the *Building Code Act* and Regulations, as they are amended from time to time.

2. Appointment:

Each party will provide the name of the person whose services are to be made available pursuant to this Agreement, and that Municipalities will enact a By-law appointing those persons as Deputy Chief Building Official (DCBO) for the purpose of carrying out the terms of this Agreement. The By-law will specify that the appointment ceases upon that person no longer being qualified as set out in paragraph one, or upon either municipality withdrawing from this Agreement.

3. Services:

Building Department services will be provided for extended medical leave, emergencies and vacation leave as required. At the request of each party requiring CBO to provide such services, the CBO of each party receiving such request will proceed to assist with an agreed scheduled time, subject to meeting the requirements of their own municipalities first. Zoning reviews or requirements will not be performed by the CBO; each party will be responsible to provide their own zoning support.

4. Compensation:

Each party which receives services pursuant to this Agreement will compensate the municipality which provides those services at a rate set out in Appendix "A", attached hereto.

5. Liability and Insurance:

5.1 Each party agrees that it shall, at all times, indemnify and save harmless each other, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done in connection with services performed, purportedly performed or required to be performed by the CBO under this Agreement.

5.2 Each party agrees at any time while CBO is acting solely on behalf of and under the direction and supervision of JBC/Magnetawan hereby agree to accept all liabilities associated therewith in the same manner as if CBO was acting on behalf of and as an agent of the respective party.

6. Legal Fees:

All legal fees incurred to enforce the Building Code and its Act, shall be borne by the respective party.

7. Termination:

Either municipality may withdraw from this Agreement at any time, on the following basis:

7.1 Either party is hereby authorized to give notice of termination of this Agreement in writing to the other party, and the notice of termination takes effect 30 days upon notice being provided;

7.2 Each of the Parties will determine the compensation due to it and due by it, which involves the party that is withdrawing, to submit an invoice within 15 days, and any net balance will be paid by or to the withdrawing party within 30 days thereafter.

This Agreement entered into this ____ day of _____, 2022

Village of South River

Jim Coleman, Mayor

Don McArthur, Clerk Administrator

Date of Signing

Township of Strong

Kelly Elik, Mayor

Caitlin Haggart, Clerk Administrator

Date of Signing

Township of Joly

Tim Bryson, Mayor

Leanne Crozier, Clerk Treasurer

Date of Signing

Township of Machar

Lynda Carleton, Mayor

Brenda Paul, Clerk Administrator

Township of Ryerson

George Sterling, Mayor

Judy Kosown, CAO/Clerk

Date of Signing

Village of Sundridge

Lyle Hall, Mayor

Nancy Austin, Clerk Administrator

Date of Signing

Village of Burk's Falls

Cathy Still, Mayor

Nicky Kunkel, Clerk Administrator

Date of Signing

Municipality of Magnetawan

Sam Dunnett, Mayor

Kerstin Vroom, CAO/Clerk

Date of Signing

Appendix "A"

Billable Hourly Rate

Hours of Operation	Billable Hourly Rate
JBC Business Hours: Monday to Fridays from 8:30 am to 4:00 pm	2022 - \$68.45/hr 2023 - \$77.40/hr
Magnetawan Building Department Business Hours: Monday to Friday from 8:30 am to 4:00 pm	2022 - \$68.45/hr 2023 - \$77.40/hr

The billable hourly rate shall be set to the noted above, however any changes in wages can be adjusted, as advised in writing and the parties agree that such advisement will amend this article. Each party with written notice will apply CPI increase to the billable hours commencing in 2024.

Mileage

Mileage shall be charged at the following rates for departure from the respective parties' office and can be amended with written notice annually as per CRA rates.

Party	Mileage Rate – as set by CRA
JBC	\$0.61/km (2022)
Magnetawan	\$0.61/km (2022)