

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2023-28

Being a by-law to enter into an agreement for the services
of a Building Inspector

WHEREAS the Building Code Act and the regulations thereto require Municipality's to appoint a Chief Building Official and Inspectors,

AND WHEREAS the Building Code Act also requires Chief Building Officials and Inspectors to complete inspections of buildings under construction within a certain timeframe and at specific stages of construction,

AND WHEREAS Callander, Nipissing and Powassan have appointed a Chief Building Official for their respective needs,


AND WHEREAS the Building Code Act permits Municipalities to enter into an agreement to obtain the expertise and resources required to meet the requirements of the Building Code Act,

AND WHEREAS Callander, Nipissing and Powassan wish to enter into an Agreement for the sharing of department officials, expertise and resources on a back-up basis and upon the terms and conditions set out in this Agreement, pursuant to Section 3 of the Building Code Act,

NOW THEREFORE the Council of The Corporation of the Municipality of Powassan enacts as follows:

1. That the Agreement attached hereto as Appendix "A" between the Corporation of the Township of Nipissing, the Corporation of the Municipality of Callander, and the Corporation of the Municipality of Powassan be entered into by the municipality.
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfil the Agreement.
3. That the Agreement entered into between the Corporation of the Township of Nipissing, the Corporation of the Municipality of Callander, and the Corporation of the Municipality of Powassan is hereby ratified and confirmed, when signed by all parties.
4. That this Bylaw shall come into force and take effect upon the date of final reading and passing there of.

READ a **FIRST** time and considered **READ** a **SECOND** and **THIRD** time and adopted as such in open Council this 5th day of December 2023, for the immediate wellbeing of the Municipality.



Mayor



Clerk

SHARED BUILDING INSPECTOR SERVICE BACK-UP AGREEMENT

("Agreement")

BETWEEN:

The Corporation of the Municipality of Callander
(Hereinafter referred to as "Callander")

AND:

The Corporation of the Township of Nipissing
(Hereinafter referred to as "Nipissing")

AND:

The Corporation of the Municipality of Powassan
(Hereinafter referred to as "Powassan")

WHEREAS the *Building Code Act* and the regulations thereto require Municipality's to appoint a Chief Building Official and Inspectors,

AND WHEREAS the *Building Code Act* also requires Chief Building Officials and Inspectors to complete inspections of buildings under construction within a certain timeframe and at specific stages of construction,

AND WHEREAS Callander, Nipissing and Powassan have appointed a Chief Building Official for their respective needs,

AND WHEREAS the *Building Code Act* permits Municipalities to enter into agreement to obtain the expertise and resources required to meet the requirements of the *Building Code Act*,

AND WHEREAS Callander, Nipissing and Powassan wish to enter into an Agreement for the sharing of department officials, expertise and resources on a back-up basis and upon the terms and conditions set out in this Agreement, pursuant to Section 3 of the *Building Code Act*,

NOW THEREFORE BE IT RESOLVED in consideration of the terms, covenants, and provisions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM

The term of this Agreement (the "Term") shall begin December 12, 2023 (the "commencement date") and shall continue to remain in effect for a five (5) year term ending on December 11, 2028, unless any party terminates this Agreement by providing the other parties with written notice of termination ninety (90) days prior to the effective date of termination.

2. SERVICES

- 2.1 Recognizing that there are times where a respective municipality may be without a Chief Building Official, be it for vacation, sick time, any other supported leave, each of the respective municipalities agree to assist (where possible) and complete the Services as set out in Schedule "A", during the respective term of this Agreement.
- 2.2 Each of the respective municipalities hereby appoint the individuals that are active in the Chief Building Official roles as Building Inspectors for their respective municipality, to be consistent with the *Ontario Building Code Act* and the *Municipal Act*.
- 2.3 During the Term, any of the respective municipalities may request the services from any of the other municipalities, delivering the request by written notice to one of the respective municipalities for Building Inspector services. Such written notice shall be provided in the format as attached in Schedule "B".
- 2.4 The respective municipalities hereby acknowledge that all Ontario municipalities are required to complete inspections within certain timelines at different stages of construction, whether or not those inspections are requested by the contractor/owner of the project. The respective municipalities agree to make reasonable efforts to meet the required deadlines. The respective municipalities acknowledge that it may not be possible for the other party to meet all deadlines for the requisite inspections.
- 2.5 Subject to the terms, covenants and provisions of this Agreement, the respective municipalities hereby agree to perform the services in accordance with legislation.
- 2.6 Where the services are provided by one party to work within the boundaries of another municipality, all administrative and inspection support services shall be completed by the administration and staff for the Municipality having jurisdiction. The party retained under this agreement to complete the service shall have no responsibility to complete any administration, filing work or other similar administrative work.
- 2.7 Under Section 7 of the *Ontario Building Code Act*, all Ontario municipalities are required to establish a Code of Conduct. It is the responsibility of each party to ensure that an established Code of Conduct is in place in their respective areas of jurisdiction.
- 2.8 The respective municipalities acknowledge that applicants in the respective municipalities are providing plans, specifications, personal and other information for the purposes of obtaining the requisite approval under the *Ontario Building Code*. The respective municipalities hereby agree to obtain such authorizations and consents as may be required by law to deliver such plans, specifications, personal and other information to the respective municipalities to enable that party to provide the services. Without limiting the generality of the foregoing, the parties agree to obtain any consent required under any provincial legislation in Ontario, including but not limited to

consents required under the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection and Electronic Documents Act*, as amended.

2.9 Records

All records and information received by any participating party for the purpose of providing the Services shall remain the property of the Municipality who provided the records for information and shall not be divulged or revealed to third parties. Such records and information shall, upon termination of this Agreement, be returned to the Municipality that provided the same, subject to the right of each respective municipality retaining copies for its own records.

2.10 Transfer of Powers

The municipalities agree and hereby acknowledge that this Agreement shall not constitute a transfer of powers under the *Municipal Act 2001*, as amended. The municipalities are being retained as independent contractors to provide for the Services and carry out the roles of Building Inspectors as set out in Section 1.1 of the *Building Code Act*. For clarity, the Municipality having jurisdiction shall remain the entity providing authority to issue Building Permits, Change Certificates, Occupancy Certificates, Work Orders, Stop Work Orders and any other orders or permits and take any other actions required under the *Building Code Act*, the Building Code or any other regulations relating thereto. The party providing for the Services under this Agreement may recommend certain Actions, but will ultimately abide by the entity responsible under legal authority.

2.11 Human Resources

The Building Inspector is responsible for abiding by the policies passed by the Council of the respective municipality. The Building Inspector shall be cognizant of the policies/procedures passed by the municipality receiving service. It shall be the responsibility of the head of staff of the municipality receiving service to educate the Building Inspector on the pertinent policies/procedures.

Should there be any performance issues associated with the Building Inspector, the municipality receiving service shall report the information to the head of staff of the respective municipality, for processing.

3. SUPPLIES AND PROFESSIONAL DEVELOPMENT

- 3.1 The Municipality receiving service shall be responsible for providing, at its own expense, those supplies, materials, and equipment required for the Building Inspector to provide Service.

4. PAYMENT

- 4.1 Invoicing shall occur from the municipality providing the service to the municipality receiving the service within thirty (30) days of obtaining the service.
- 4.2 The fees payable to the Municipality for the rendering of the Services shall be billable to the municipality requesting the service at a rate presented below for Building Inspector services. On each November 1st of this Agreement, the fees payable under this section shall be subject to a four (4) percent increase.

Rate for Services

	Hourly	
	Regular Time	After Hours
December 12, 2023	\$70.00	\$105.00
December 12, 2024	\$73.00	\$110.00
December 12, 2025	\$76.00	\$115.00
December 12, 2026	\$79.00	\$120.00
December 12, 2027	\$82.00	\$125.00

- 4.3 Hourly rates are established for the purpose of conducting an inspection in the Municipality requesting service.
- 4.4 In addition to the Fees, mileage shall be charged by the party providing the services, at the Automobile Deduction Limits and Expense Benefit Rates set by the Government of Canada for that given year.

5. TERMINATION

It is understood and mutually agreed that this Agreement may be terminated upon no less than ninety (90) days prior written notice by any Party.

In the event of termination of the Agreement for any reason:

- (a) The municipalities shall return to one another all records obtained by the respective municipalities in connection with the performance of the Services, subject to the right of the party performing the Services to retain copies of the said records for its own files,
- (b) There shall be a reconciliation of all amounts due and owing to the municipality for the Services as of the date of termination, and
- (c) Termination shall not relieve the respective municipalities from any obligation to the other party that may be unfulfilled on termination.

6. EXTENSION, MODIFICATION AND RENEWAL

- 6.1 This Agreement may be amended or modified from time to time, upon agreement by the respective municipalities.
- 6.2 This Agreement shall expire five (5) years from its commencement date, at which time a review of the Agreement shall be undertaken. A By-law shall be passed at the Council of each benefitting party to renew the Agreement, once a five-year review has taken place, and it is determined by all Parties that the continuation of this Agreement is in the best interest of all participating Municipalities.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification:

Each party shall indemnify, defend, and save harmless the other party (including its elected officials, officers, directors, employees, agents, and representatives) from any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the other party, its directors, officers, employees, agents, affiliates, partners (general or limited), members, joint venturers, contractors, subconsultants, and other representatives, in connection with a party's rights and responsibilities pursuant to this Agreement, except to the extent that same was caused by the negligence or misconduct of the other party. The rights to indemnity contained herein shall survive the early termination or expiry of this Agreement.

7.2 Clarification:

Notwithstanding the above, each municipality receiving service shall indemnify, defend, and save harmless the municipality providing service (including its elected officials, officers, directors, employees, agents, and representatives) and the CBO from any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the CBO in performing his duties and Services on behalf of the municipality receiving service, except to the extent that same was caused by the negligence or misconduct of the CBO. The rights to indemnity contained herein shall survive the early termination or expiry of this Agreement.

7.3 Insurance:

Prior to the provision of Services pursuant to this Agreement, each municipality requesting service shall provide the municipality providing the service with the proof of comprehensive general liability insurance with a minimum limit of two million (\$2,000,000). The insurance will include the respective municipality as an additional insured for the Services provided in this Agreement. Coverage should include, but not be limited to:

- Bodily and personal injury, including harassment and discrimination,
- Professional liability and errors and omissions insurance in the amount of not less than one million (\$1,000,000),
- Property damage insurance against loss or damage by perils of "all risks" to the extent available and generally obtainable from time to time,
- Products and completed operations,
- Blanket contractual liability, and
- Cross liability.

Coverage for liability arising out of an alleged breach of a statutory duty under applicable legislation will also be provided in the form of Errors and Omissions Liability coverage, subject to the same limit and cancellation clause noted above.

Each respective municipality shall provide Certificates of Insurance showing compliance with this provision to each of the respective municipalities, before delivering any request for Services from one another. Such Certificate shall provide that the required insurance coverage will not be cancelled or altered without thirty (30) days advance written notice to the additional insured, unless otherwise required by law.

8. DISPUTE RESOLUTION

8.1 Any disputes and controversies arising out of, or in any manner relating to, the Agreement shall be subject to the following dispute resolution procedure:

8.1.1 The dispute shall be documented in writing and referred to the head of staff of the municipality providing the service for joint resolution.

8.1.2 If the dispute cannot be resolved within ten (10) working days according to 9.1.1 above, upon twenty (20) calendar days written notice of a party's desire to arbitrate such dispute or controversy, it shall be settled by arbitration by a designated Arbitrator skilled in matters of building code and other relevant legislation, authorized under the laws of Canada, and agreed to by both Parties. Such arbitration shall be subject to the *Arbitration Act, 1991, S.O. 1991, c.17*.

9. NOTICE

9.1 Any notice to be given pursuant to this Agreement shall be in writing and signed by the person giving such notice. Any notice, offer, payment, certificate or other communication required or desired to be given in connection with this Agreement may be delivered personally or may be sent by pre-paid registered post, e-mail or facsimile transmission addressed to:

(a) If to the Municipality of Callander, at:

Municipality of Callander
ATTN: Senior Municipal Director
280 Main St North
PO BOX 100
Callander, ON P0H 1H0
info@callander.ca

(b) If to the Township of Nipissing, at:

Municipal Administrator-Clerk-Treasurer
Township of Nipissing
45 Beatty Street
Nipissing, ON P0H 1W0
Office Phone: 705-724-2144
Email: admin@nipissingtownship.com

(c) If to the Municipality of Powassan, at:

Municipality of Powassan
250 Clark St., P.O. Box 250
Powassan, ON P0H 1Z0
Office Phone: 705-724-2813
Email: office@powassan.net

10. SEVERABILITY

10.1 If any term, covenant or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or provision to the other parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

11. BINDING EFFECT

11.1 This Agreement shall ensure that to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12. This Agreement shall replace and supersede any previous Shared Service Agreements.

13. This Agreement is subject to, and governed by, the laws of the Province of Ontario, and the laws of Canada applicable therein.

EXECUTED IN QUADRUPPLICATE AND BINDING AS OF THE DATE OF EXECUTION BY BOTH PARTIES:

The Corporation of the Municipality of Callander


The Corporation of the Township of Nipissing

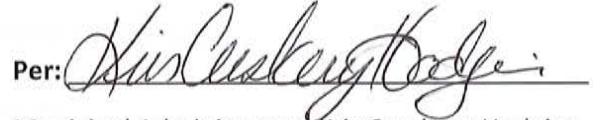
Per: 

Per: 

Mayor, Robb Noon

Mayor, Tom Piper

Per: 

Per: 

Municipal Clerk, Cindy Pigeau

Municipal Administrator, Kris Croskery-Hodgins

The Corporation of the Municipality of Powassan

Per: 

Mayor, Peter McIsaac

Per: 

Clerk, Allison Quinn

Schedule "B"

The Request for Service

Municipal Logo

Municipality of _____

ADD ADDRESS

Attention: _____

RE: Request for Building Inspector Services

The Municipality of _____ and its Building Department kindly request that under By-law ____ being a "Shared Service Agreement" that the Municipality of _____ be retained for providing the services of their Building Department Officials.

Requested dates for department coverage:

From: Click or tap to enter a date.

To: Click or tap to enter a date.

Reason for request:

- Away of Vacation
- Other Supported Leave of Absence

How many hours/days do you anticipate requiring services during this timeframe?

What is the volume of inspections currently being experienced?

The proof of insurance will be provided upon confirmation of coverage.

The Choose an item. appreciates your cooperation and assistance. IF you have any questions or concerns, please contact our department staff for assistance at _____.

Yours truly,

Schedule "A"

The Service

1. Fulfills the roles of the Building Inspector, as described under the *Building Code Act*, with the confines of their certifications to conduct inspection of the construction of all buildings at all phases of construction required under the Building Code Act, the Building Code and regulations thereunder, and issues inspection reports.
2. Review other materials to determine whether the proposed construction of the building complies with the Building Code.
3. To ensure property inspections are conducted upon request or complaint, or otherwise required by law and documented in the associated property files accordingly.
4. To maintain compliance with the: Municipal Act, 2001, S.O. 2001, c.25 (as amended and as it exists from time to time); Building Code Act, 1992, S.O. 1992, c.23 (as amended and as it exists from time to time); Occupational Health and Safety Act, R.S.O. 1990, c.0.1 (as amended and as it exists from time to time); and all other applicable legislation, regulations, bylaws, policies and procedures for each of the respective municipalities.
5. To act professionally and in the best interest of the Municipality.
6. To maintain in a good standing a Class "G" Ontario Driver's License.