

**The Corporation of the Municipality of West Grey**

**By-law Number 62 - 2016**

**Being**, a By-law authorizing an agreement between the Municipality of West Grey, Municipality of Grey Highlands, Township of Chatsworth, and Township of Southgate, with respect to "Joint Building Services";

**Whereas**, Section 3(3) of the Building Code Act authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and the Inspectors; and

**Whereas**, the municipalities have agreed to establish a committee to administer this agreement; 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, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. **That** the Mayor and CAO/Deputy Clerk are hereby authorized and directed to sign the agreement with other municipalities on behalf of the Municipality of West Grey.
3. **That** the agreement attached hereto as Schedule "A" shall form part of this by-law.
4. That this By-law shall come into force and take effect upon being passed by Council.

\*\*\*\*\*

Read a first and second time this 4<sup>th</sup> day of July, 2016.

Read a third time and finally passed this 4<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Larry C. Adams, CAO/Deputy Clerk

**Schedule "A" to By-law Number 62 - 2016**

**Municipality of**

*West  
Grey*

**Joint Building Services Agreement**

THIS AGREEMENT MADE THIS <sup>18<sup>th</sup></sup> 4<sup>th</sup> Day of May, 2016  
BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS**  
(HEREINAFTER CALLED "GREY HIGHLANDS")  
OF THE FIRST PART

**AND**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**  
(HEREINAFTER CALLED "WEST GREY")  
OF THE SECOND PART

**AND**

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**  
(HEREINAFTER CALLED "CHATSWORTH")  
OF THE THIRD PART

**AND**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**  
(HEREINAFTER CALLED "SOUTHGATE")  
OF THE FOURTH PART

**Whereas** Section 3(3) of the Building Code Act authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and the Inspectors;

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

**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 and covenant and agree the one with the others as follows:

## **PART 1: SCOPE**

### **1. Definitions**

- a) "Act" shall mean the Building Code Act S.O. 1992 c. 23 and any Regulation passed thereunder
- b) "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 three municipalities.

- c) "Committee" shall mean the Joint Building Services Committee established under Part 3 of this agreement;
- d) "Inspector" shall have the same meaning ascribed to it in the Act
- e) "Administering Municipality" shall mean the municipality that manages the financial and secretarial requirements of the Joint Building Services Committee (JBC). Currently this is the Municipality of Grey Highlands. In the event of changes in the Joint Building Services Committee Membership, the committee shall appoint a new administering municipality from amongst the remaining members as necessary.
- f) "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 this 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 June 1, 2016 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.

### **2. Obligation to Cost Share**

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**

The Administering Municipality on behalf of the Joint Building Services Committee shall complete the financial transactions in accordance with the method as set out in Schedule B on a timely basis.

### **4. Fees and Fee Collection**

- a. The parties hereby acknowledge and agree that all fees and charges payable to pursuant to its respective "Building By-law" and/or any "Fees and Charges By-law" are hereby directed to be paid to and may be collected by the Administering Municipality and the aforementioned by-laws shall be amended if necessary to reflect this direction.
- b. 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 to fees to the member municipalities.

### **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**

- a. The member Municipalities shall retain any surplus in reserve for future expenses, subject to subsection (c).
- b. Each party, upon the request of 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.
- c. Any surplus, as calculated at year end shall be first 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**

- a. A Joint Building Services Committee, comprising of the Mayor and Deputy-Mayor of each participating Council shall be established to administer this agreement.

### **2. Organization and Duty**

- a. The Joint Building Services Committee shall consist of two (2) Elected Council Members from each Council in accordance with Section 1(a) from Grey Highlands; West Grey Chatsworth and Southgate. The Joint Building Services Committee shall have the authority to and be responsible for:
  - i. Electing a chairperson annually from its members who shall have authority to call special meetings when necessary;
  - ii. Providing a Secretary from the Administering Municipality to keep and record minutes of all meetings and proceedings of the Joint Building Services Committee;
  - iii. Recommendation of draft annual budgets to be submitted to the Councils of the parties in accordance with the party's budget cycles;
  - iv. Formulating policies, rules and regulations for and relating to the administration of the Joint Building Services Committee for consideration by the Councils of the parties;
  - v. Commitment to work towards harmonization of fee structure across the member municipalities.
  - vi. 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;
  - vii. Each member will be prescribed one (1) vote.

- b. Each municipality is to remit their resolutions within thirty (30) days from the date of the Joint Board Committee Meeting. Failure to respond would be considered as positive support for the resolution, except as outlined in Part 3, Section 2(g).
- c. The Joint Building Services Committee shall ensure that information is forwarded to the Councils of the parties at a minimum of three times per calendar year. The Joint Building Services 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 each of the parties hereto.
- d. All matters coming before the Joint Building Services Committee for decision shall be decided by majority vote of the members.
- e. 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.
- f. 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 thirty (30) days of the date of such recommendation, such failure or refusal shall be deemed to be notice of withdrawal as contemplated in Part 4, Section 2(b). Such notice shall be deemed to have been received by the Secretary of the Committee on the thirty first (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 thirty (30) days of the voting results.
- g. That the parties hereto understand and agree that the services as provided by the Joint Building Services 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**

- a. The Committee shall hold at least three (3) Regular meetings each calendar year at such place and time as may be determined by the Committee.
- b. 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 simple majority of the members present.
- c. The Joint Building Services 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**

- a. All proceedings under Sections 36 and 38 shall be commenced in the name of the CBO for the applicable municipality within which the proceeding arose.
- b. Each Municipality shall be solely responsible for the costs of any proceedings under Section 36 or 38 and shall be solely entitled to any award or costs in favour of said Municipality in such proceedings.



## **2. Administration and Withdrawal**

- a. A party may withdraw from this agreement and the joint enforcement of the Building Code Act in accordance with the following conditions:
  - i. A withdrawal shall be effective on June 30<sup>th</sup> or December 31<sup>st</sup> of a calendar year;
  - ii. The notice of the withdrawal shall be submitted in writing to the Secretary of the Joint Building Services Committee stating one of the dates in subsection (i) no later than February 28<sup>th</sup> for a June 30<sup>th</sup> withdrawal and August 30<sup>th</sup> for a December 31<sup>st</sup> withdrawal.
  - iii. A withdrawing party shall not be responsible for making any payment which is requested under the authority of Part 2, Section 6b 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.
  - iv. A withdrawing party shall not be entitled to any potential refund or repayment provided under Part 2, Section 6c 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.
  
- b. Notwithstanding subsection (ii) 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 time for the calculation of all revenue and expenses to the effective date of the termination. Each party agrees that it will submit any cost contribution owing within thirty (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.
  
- c. The parties hereto shall execute such further assurances as may reasonably be required to carry out the terms thereof.

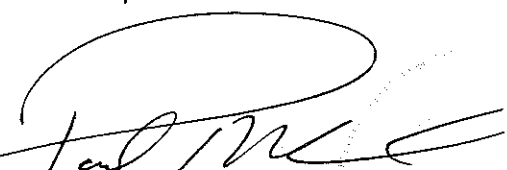
- d. Upon the execution of this agreement, any existing agreements amongst the parties, as amended, with respect to the Joint Building Services Committee shall forthwith become null and void.
- e. In the event that any covenant, provision or term of this agreement should at any time be held by any competent 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.

### **3. Indemnification**

- a. 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 of 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.
- b. 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 Services 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 Services Committee, its servants or agents.

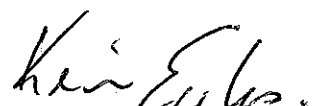
IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS

Per:   
Mayor Paul McQueen


Per:   
Debbie Robertson, Clerk

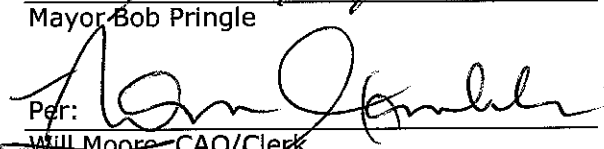
THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per:   
Mayor Kevin Eccles

Per:   
Larry C. Adams, CAO/Deputy-Clerk

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per:   
Mayor Bob Pringle

Per:   
~~Will Moore, CAO/Clerk~~  
Norm Gamble

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per:   
Mayor Anna-Marie Fosbrooke

Per:   
Raylene Martell, Clerk

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

1. **Chairperson** – As required pursuant to Part 3, Section 2(a) (i), 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.
2. **The Votes** – A tie vote on any proposed action of the Committee is considered a defeated motion.
3. **Record of Proceedings**-The CAO of the Administering Municipality or designate shall act as the Secretary of the Joint Building Services Committee. Minutes will be forwarded to the Municipal Clerks of the respective municipalities; Chief Building Official and each committee member.
4. **Joint Building Services Committee Authority** – The Joint Building Services 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.
5. **Daily Administration** – The Chief Building Official is responsible for the enforcement of the Ontario Building Code. On behalf of the Joint Building Services Committee, all dealings of the Committee shall go through the Chair who serves as the spokesperson.

**SCHEDULE B TO JOINT BUILDING SERVICES COMMITTEE  
AGREEMENT  
FINANCIAL ADMINISTRATION**

1. The Joint Building Services Committee in collaboration with the Chief Building Official prepares a joint Annual budget for the member municipalities.
2. The budget is subject to the approval of the majority of the member municipal Councils.
3. Financial transactions will be administered by the Administering Municipality on behalf of the member municipalities and subject to monthly reporting and quarterly reconciliations.
4. All costs shall be borne by the participating members through the collection of building permit fees, associated fees and shortfall payments as defined in Schedule C.
5. Revenues for all member municipalities will be tracked separately and after the cost sharing formula is applied any net revenues will be forwarded to the member municipalities to be retained in a building reserve.

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

1. **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 based on the permits issued during the preceding year in accordance with the following formula:

$$\frac{\text{Member Municipality \# of Permits}}{\text{Total Permits Issued by All Member Municipalities}}$$

*Fees and charges are set by the respective member municipalities. Development Charges will be collected and forwarded to the member municipalities and to the County of Grey on behalf of the member municipalities.*

2. **Administration Fee** – a 2.5% administration fee will be billed separately to the non-administering member municipalities at year end. It was determined that the administration fee cost sharing model will be based on the total costs and expenses for the enforcement of the Building Code Act and its regulations pursuant to this agreement and shall be calculated based on the permits issued by the non-Administering Municipalities during the preceding year in accordance with the following formula:

$$\frac{\text{Non – Administering Member Municipality \# of Permits}}{\text{Total Permits Issued by All Non –Administering Member Municipalities}}$$