



THIS AGREEMENT made this day of February , 2018

BETWEEN:

**The Corporation of the Municipality of Morris-Turnberry
Hereinafter called "Morris-Turnberry "
OF THE FIRST PART**

-and-

**The Corporation of the Township of North Huron
Hereinafter called "North Huron"
OF THE SECOND PART**

WHEREAS Morris-Turnberry and North Huron have jointly established a Shared Services Building Department and have passed the appropriate Building Bylaws;

AND WHEREAS Section 3 (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended (hereinafter called the "Act") states "that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction";

AND WHEREAS Section 3 (3) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, allows for Joint Enforcement and hereby states:

"The councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this 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 and inspectors."

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. General Terms:

- 1.1. **That** Morris-Turnberry and North Huron have jointly employed a Chief Building Official and Building Inspectors.
- 1.2. **That** Morris-Turnberry and North Huron are desirous to enter into an Agreement for the Sharing of Building Services, namely but not limited to:

- A. **Building Services**
Including permits for Building, Plumbing and Septic Systems
- B. **Zoning Compliance**
- C. **By-law Enforcement**
- D. **Property Standards**
- E. **Comments related to planning matters**

1.3. **That** “Morris-Turnberry” and “North Huron” have by by-law appointed the said Chief Building Official and Inspectors.

2. **Term of the Agreement:**

- 2.1. **That** the terms of this Agreement shall commence **January 1, 2018** to **December 31, 2022**. At which time the Agreement shall be reviewed by Morris-Turnberry and North Huron to determine whether to continue with the Agreement or not. This Agreement may be renewed thereafter, by resolution of the Councils of Morris-Turnberry and North Huron.
- 2.2. **That** the Councils of Morris-Turnberry and North Huron shall commence the review of the Agreement, June 1, 2022.
- 2.3. **That** the terms of the Agreement may be amended from time to time by mutual consent of the Councils of Morris-Turnberry and North Huron, evidenced by a by-law of each municipality and a written amended agreement between the Municipalities.

3. **Financial:**

- 3.1. **That** Morris-Turnberry’s and North Huron’s share of the costs and expenses for the enforcement of the Building Code Act and its regulations shall be calculated, as shown on ‘Schedule A’ to this agreement and may be amended as required and as approved by the Councils of Morris-Turnberry and North Huron.
- 3.2. **That** Morris-Turnberry agrees to invoice North Huron for the costs incurred by the Chief Building Official and the Morris-Turnberry Building Inspector for performing the Building Service and all associated costs based on the share noted in item 3.1, to this agreement.
- 3.3. **That** the Building Department shall provide the staffing of the ‘Chief Building Official’ or a ‘Building Inspector’ to the North Huron office for (2) two ½ days per week.
- 3.4. **That** North Huron agrees to invoice Morris-Turnberry for the costs incurred by the North Huron Building Inspector for performing the Building Service and all associated costs based on the share noted in item 3.1, to this agreement.
- 3.5. **That** Morris-Turnberry agrees to invoice North Huron on a monthly basis, and North Huron agrees to pay the invoiced amounts within thirty (30) days of receiving said invoice.
- 3.6. **That** North Huron agrees to invoice Morris-Turnberry on a monthly basis, and Morris-

Turnberry agrees to pay the invoiced amounts within thirty (30) days of receiving said invoice.

3.7. **That** the Chief Building Official shall prepare by March 1st, in each year, annual estimates of expenditure and revenue. Said annual estimates of expenditure and revenue shall require the approval of the Councils of Morris-Turnberry and North Huron.

4. **Procedure**

That the Morris-Turnberry/North Huron Chief Building Official and or their Building Inspector(s) will be stationed at the Morris-Turnberry Municipal Office and will work from the North Huron Municipal Office two – 2 (½) days per week; and inspection time, as required;

5. **Offences**

That Each municipality shall be solely responsible for the costs of any proceedings under Sections 36 or 38 of the Building *Code Act*, 1992, S.O. 1992, c. 23, as amended and shall be solely entitled to any award or costs in favour of said municipality in such proceedings.

6. **Enforcement**

That 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.

7. **Disputes:**

All disputes relating to this agreement shall be resolved as follows:

7.1. By a Committee consisting of the Chief Building Official, the North Huron CAO and the Morris-Turnberry Administrator Clerk-Treasurer, in conjunction with both Councils.

7.2. In the event that the issues cannot be resolved by the Committee, the Councils of the Municipalities shall appoint an agreed-upon Mediator.

8. **Termination of the Agreement:**

If either of the Parties hereto desires to terminate the agreement, it shall have the right to do so at the end of a current year, provided that such party shall have given notice of its intention to the other party not less than six months prior to the said year end.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

THIS AGREEMENT is executed by “North Huron” this 5th day of March, 2018

Reeve – Neil Vincent

Clerk- Richard Al

THIS AGREEMENT is executed by “Morris-Turnberry” this 6th day of March, 2018

Mayor – Paul Gowing

Administrator Clerk-Treasurer – Nancy Michie

Schedule 'A'

Costs for the Building Services will be shared as follows and may be varied upon the mutual consent of the Councils of Morris-Turnberry and North Huron, based on usage of the Building Services:

1. 60% share for Morris-Turnberry of the CBO's salary and benefits;
2. 40% share for North Huron of the CBO's salary and benefits;
3. All remaining expenses shall be shared on a 50-50 basis by each party.