

SCHEDULE 'A'
TO BY-LAW NO. 80-2016



THIS AGREEMENT made this day of , 2016

BETWEEN:

**The Corporation of the Township of North Huron
and the Corporation of the Municipality of Morris-Turnberry
Hereinafter called "Morris-Turnberry/ North Huron "**
OF THE FIRST PART

-and-

**The Corporation of the Township of Howick
Hereinafter called "Howick"**
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."

AND WHEREAS, the purpose of this Agreement is to permit the sharing of services of "Morris-Turnberry " / "North Huron " Chief Building Official and 'Building Inspectors' with "Howick", as set out herein;

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. **That** Morris-Turnberry and North Huron have jointly employed a Chief Building Official and Building Inspectors;

Building Services Agreement

2. **That** Morris-Turnberry and North Huron are desirous to enter into an Agreement with 'Howick' for the provision of:

1. **Building Services,**
including permits for Building, Plumbing and Septic Systems
2. **Zoning Certificates**
3. **Comments related to planning matters**

and agree to provide the services of a Chief Building Official and Building Inspectors for the provision of that Building Service to Howick;

3. **That** "Howick" shall by by-law appoint the said Chief Building Official and Inspectors.

2. Term of the Agreement:

1. **That** the terms of this Agreement shall be from **September 16, 2016**, to December 31, 2017 at which time the Agreement shall be reviewed by Morris-Turnberry / North Huron and Howick 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 and Howick.
2. **That** the Councils of the Morris-Turnberry, North Huron and Howick shall commence the review of the Agreement, September 1, 2017.
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 and Howick, evidenced by a by-law of each municipality and a written amended agreement between the Municipalities.

3. Financial :

1. Howick's share of the costs and expenses for the enforcement of the Building Code Act and its regulations shall be calculated based on the time allocated for the issuance of permits and required inspections in Howick;
4. Morris-Turnberry/ North Huron agree to invoice Howick for the costs incurred by the Chief Building Official and Building Inspectors performing the Building Service in the Township of Howick, which shall include :
 - \$60.00 per hour and
 - mileage at 48 cents per kilometer; log submitted to Howick Township
3. Morris-Turnberry/ North Huron agree to invoice Howick on a monthly basis, and Howick agrees to pay the invoiced amounts within thirty(30) days of receiving the said invoice;

4. Procedure

That the Morris-Turnberry/North Huron Chief Building Official and or their Building Inspectors will work from the Howick Municipal Office two – ½ days per week; and inspection time, as required;

5. **Offences**

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.

Building Services Agreement

6. **Enforcement**

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.

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

THIS AGREEMENT is executed by “North Huron” this day of , 2016

Reeve – Neil Vincent

CAO – Sharon Chambers

Clerk- Kathy Adams

THIS AGREEMENT is executed by “Morris-Turnberry” this day of , 2016

Mayor – Paul Gowing

Administrator Clerk-Treasurer – Nancy Michie

THIS AGREEMENT is executed by “ Howick ” this day of , 2016

Reeve – Art Versteeg

Clerk- Carol Watson