

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**BY-LAW 2019-xxx**

**Being a By-law to adopt an Agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services**

**WHEREAS** the Municipal Act, 2001, Section 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** the Council of the Corporation of the City of Temiskaming Shores and the Council of the Corporation of the Municipality of Temagami wish to enter into an Agreement for the provision of the City of Temiskaming Shores providing Building Services to the Municipality of Temagami;

**NOW THEREFORE** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Agreement between the City of Temiskaming Shores and the Municipality of Temagami for the provision of providing Building Services, as attached hereto, is hereby adopted.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 15<sup>th</sup>, day of October, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



**Schedule A to**  
**By-law No. 2019-xxx**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**The Municipality of Temagami**

**THIS AGREEMENT** made as of this 15th day of October, 2019

Between:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(hereinafter referred to as “the City”)

And:

**THE MUNICIPALITY OF TEMAGAMI**

**WHEREAS** the City and the Municipality of Temagami wish to enter into an Agreement for the provision of the City providing Building Services (Attached as Appendix “A”) to the Municipality of Temagami upon the terms and conditions set out in this Agreement pursuant to Section 3 of the Building Code Act, S.O. 1992;

**NOW THEREFORE WITNESSETH THAT** 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 hereto agree as follows:

### **1. TERM**

The terms of this Agreement (the “Term”) shall begin October 15<sup>th</sup>, 2019 (the “Commencement Date”) and shall continue to remain in effect for a one (1) year period ending on October 15<sup>th</sup>, 2020 unless either party terminates this Agreement by providing the other party with written notice of termination ninety (90) days prior to the effective date of termination.

### **2. FEES**

For the term of this agreement, the fees payable to the City for the provision of providing Building Services shall be at the annual rate of fifty thousand dollars (\$50,000) plus applicable taxes (the “Fees”). The Fees shall be billed quarterly by the City.

### **3. QUALIFICATIONS AND EXPERIENCE**

The City will provide qualified and certified Building Inspectors who are competent in conducting plans review and inspection services required under the Ontario Building Code.

#### **4. REPORTING**

The Chief Building Official (CBO) for the City of Temiskaming Shores as appointed by the Municipality of Temagami shall report directly to the Deputy Treasurer for the Municipality of Temagami.

#### **5. DEADLINES**

The parties hereby acknowledge that, under the OBC, all Ontario Municipalities are required to meet deadlines for responding to Building Permit Applications and are also required to complete inspections within certain timelines at different stages of construction. The Municipality of Temagami hereby agrees to provide the City with as much notice as possible, and in any event, not more than one (1) days' notice prior to the date of any building permit application decision that must be rendered and prior to the date of building inspection deadlines.

#### **6. ADMINISTRATION**

All administrative and inspection support services shall be completed by the Municipality of Temagami. Permit fees shall be issued, delivered and collected by the Municipality of Temagami.

The CBO and Building Inspector will be accessible by employees of the Municipality of Temagami and not the general public, unless so engaged by the CBO or Building Inspector, Monday to Friday from 8:30am to 4:30pm or after hours by telephone message or email.

#### **7. WATER ACCESS**

The Municipality of Temagami is responsible for providing transportation (boat with motor and snowmobile) for the provision of providing Building Services to properties accessible only by water in accordance with the deadlines as prescribed under the OBC.

#### **8. COURT PROCEEDINGS**

The parties hereby acknowledge and agree that in the event that it becomes necessary to take any court action to enforce the provisions of the Building Code Act, OBC, Municipal By-laws or to respond to any action arising out of the enforcement, the Municipality of Temagami shall be responsible for any legal costs that may be incurred in undertaking or responding to the proceeding.

#### **9. INDEMNITY**

The Municipality of Temagami agrees that it shall, at all times, indemnify and save harmless the City of Temiskaming Shores, 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 by the City of Temiskaming Shores or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the City of Temiskaming Shores.

## **10. INSURANCE**

The Municipality of Temagami shall obtain and maintain throughout the term of this Agreement such insurance coverage as may be reasonably requested by the City including but not limited to:

- a) Comprehensive general liability insurance with limit of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury and/or property damage. The policy coverage must include personal injury, including harassment, discrimination, blanket contractual liability with cross-liability and severability of interest clauses;
- b) Professional liability and errors and omissions insurance in the amount of not less than one million (\$1,000,000.00) dollars;
- c) Property damage insurance against loss or damage by perils of "all risks" to the extent available and generally obtainable from time to time;

This required insurance coverage shall name the City as an additional insured. The Municipality of Temagami shall provide Certificates of Insurance showing compliance with this provision within thirty (30) days upon signing of this Agreement.

The required insurance coverage will not be cancelled or altered without thirty (30) days advance written notice to the City, unless otherwise required by law.

## **11. WORKPLACE SAFETY INSURANCE BOARD INSURANCE**

The Municipality of Temagami must be certified and in good standing with the Workers Compensation Board. The Municipality of Temagami agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Municipality of Temagami.

## **12. RECORDS**

All records and information received the City for the purpose of providing the Building Services shall remain the property of the Municipality of Temagami 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 of Temagami.

### **13. CONSEQUENCE OF TERMINATION**

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

- a) The City shall return to the Municipality of Temagami all records obtained by the City in connection with the performance of the Building Services, subject to the right of the City to retain copies of the said records for its own files; and
- b) There shall be a reconciliation of all amounts due and owing to the City for the Building Services as of the date of termination.

### **14. NOTICE**

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:

**If to the City, at:**

The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0  
Attention: Clayton Seymour  
cseymour@temiskamingshores.ca  
(705) 672-3363 Extension: 4134

**If to the Municipality of Temagami, at:**

The Corporation of the Municipality of Temagami  
7 Lakeshore Drive  
P.O. Box 220  
Temagami, ON  
P0H 2H0  
Attention: Sabrina Pandolfo  
projects@temagami.ca  
(705) 569-3421

And, any notice so delivered personally, by facsimile or by e-mail shall be deemed to have been received at the time of delivery, and any notice so mailed shall be deemed to have been effectively given and received on the fourth business day following and

exclusive of the postmarked date thereof. Any party hereto may change his or its address for the purpose of this paragraph by giving notice of such change of address to the other parties hereto in the manner provided in this section.

#### **15. FORCE MAJEURE**

The City shall not be responsible for delays or any failure in the performance of their obligations under this Agreement resulting from acts of God, strikes, labour disturbances, illness, inclement weather or other emergencies and causes beyond the control of the City hereto.

#### **16. ASSIGNMENT**

Neither party shall assign or transfer this Agreement.

#### **17. GOVERNING LAW**

This Agreement shall be governed by the law of the Province of Ontario.

#### **18. EXTENSION, MODIFICATION AND RENEWAL**

This Agreement may be amended or modified from time to time within the enforcement duties as described in the OBC. It shall not be amended or modified to include duties that are not prescribed within the OBC unless written consent from the City has been acknowledged. The course of dealing or of performance does not affect the waiver or modification of this Agreement unless adopted by the Council of the City of Temiskaming Shores and the Municipality of Temagami.

This Agreement shall expire one (1) year from its Commencement Date at which time a review of the Agreement by each party shall be undertaken. A By-law may be passed at the Council of each party to renew the Agreement once review has taken place.

#### **19. SEVERABILITY**

If any term, covenant or provision of this Agreement or the application thereof to either 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 party 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.

#### **20. BINDING EFFECT**

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

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.



Signed and Sealed in )  
the presence of )

**Municipality of Temagami**

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Mayor - Dan O'Mara

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Clerk – Susie Fournier

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Municipal Seal )

**Corporation of the City of**

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**Temiskaming Shores**

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **Appendix “A” to By-law 2019-xxx**

### Building Services

1. Review plans, drawings, applications and specifications to determine whether the proposed construction of the building complies with the OBC;
2. Liaise with architects and engineers to ensure the OBC requirements are addressed in the design and engineering plans;
3. Review amended plans to ensure compliance with the requirements of the OBC;
4. Whenever possible, plans examination services is to be carried-out in the Municipal Office in the City of Temiskaming Shores;
5. Review other materials to determine whether the proposed construction of the building complies with the OBC;
6. Issue Change of Use Permits;
7. Renovation Permits;
8. Issue Plumbing Permits;
9. Issue Building Permits;
10. Issue Stop Work Orders;
11. Issue Orders;
12. Issue Occupancy Permits;
13. Prepare the Building Annual Report;
14. Conduct inspections of the construction of all buildings at all phases of construction required under the OBC or the Regulations there under;
15. Issue Inspection Reports; and
16. Perform or recommend the performance of such other functions as may be required under the OBC or the regulations relating thereto.