

THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET

BY-LAW NO. 016-2007

Being a by-law to authorize the Mayor and Clerk to execute an agreement between the Corporation of the Township of Wainfleet and Town of Pelham.

WHEREAS the Corporation of the Township of Wainfleet and Town of Pelham have agreed upon the terms and conditions of a Joint Services Agreement as set out in Schedule "A" hereto and forming part of this by-law;

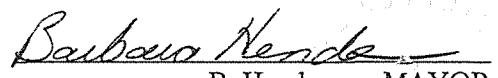
NOW THEREFORE the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

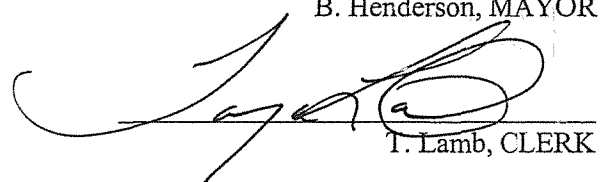
1. **THAT** the Mayor and Clerk are hereby authorized and directed to execute the Joint Services Agreement attached hereto as Schedule "A";
2. **THAT** the Clerk be directed to affix the Corporate Seal thereto.

BY-LAW READ A FIRST TIME THIS 10TH DAY OF APRIL, 2007.

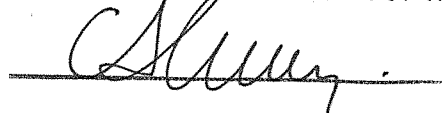
BY-LAW READ A SECOND TIME THIS 10TH DAY OF APRIL, 2007.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF APRIL, 2007.


B. Henderson, MAYOR


T. Lamb, CLERK

I DO HEREBY CERTIFY THIS TO
BE A TRUE AND CORRECT COPY.



**SERVICES AGREEMENT
BUILDING PERMIT SERVICES UNIT**

THIS AGREEMENT made on this ^{15th} day of *JUNE*, 2007.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as

“Pelham”

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Hereinafter referred to as

“Wainfleet”

WHEREAS Pelham and Wainfleet (hereinafter collectively referred to as the (“Municipalities”)) recognize the need for continuing the joint efforts in regard to the provision of the building permit services model;

AND WHEREAS Pelham and Wainfleet deem it necessary to make changes to the existing joint services agreement dated October 27th, 2000;

AND WHEREAS the parties hereto recognize that cost and service efficiencies can still be achieved through the continued sharing of the building permit services model of each respective municipality to create one building permit service for the parties (hereinafter referred to as the “Building Permit Services Unit”);

AND WHEREAS the parties have agreed to enter into this agreement to set out the terms and conditions in regard to the operation of the Building Permit Services Unit for the parties;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Each of the parties agrees that it shall pass and keep in force the necessary resolutions and by-laws and shall carry out whatever steps or procedures are necessary in order to maintain the integration their respective building departments into the Building Permit Services Unit, to carry out those specific matters as are set out in this agreement and to give full force and effect to the terms and conditions of this agreement.

2. The following services shall be provided in the administration of the Building Permit Services Unit:

- (i) enforce the Building Code Act, Ontario Building Code, Building By-laws and related municipal by-laws exclusive of Division B, Part 8, Sewage Systems of the Ontario Building Code and Sections 15.1 through 15.8, Property Standards of the Building Code Act;
- (ii) comment on compliance requests with respect to work orders;
- (iii) comment on municipal applications such as consents, zoning amendments and variances;
- (iv) all other services incidental and necessary hereto.

3. The Director of Building and Enforcement Services in Pelham ("Director") shall be responsible for the general administration of the Building Permit Services Unit and each party agrees that it will pass and keep in force and effect the necessary by-law in order to appoint the Director as each respective party's chief building official for the purpose of enforcement of the Building Code Act. The job description for the duties of the chief building official to be carried out by the Director shall have the duties of the chief building official as set out in Schedule "A" to this agreement as well as any additional duties as set out in this agreement. The chief building official is persona designate under the Building Code Act and the parties shall recognize the independence of the Director in his capacity as chief building official as contemplated by the Building Code Act respecting the mandate of each respective council of the parties to appoint a chief building official and such inspectors as are necessary for the enforcement of the Building Code Act and Ontario Building Code. The parties agree that the chief building official must act as an independent individual in making decisions within the jurisdiction of the Building Code Act and the Ontario Building Code.

4. Pelham shall be responsible for the hiring of all employees necessary for the administration of the Building Permit Services Unit. All those employees for whom Pelham shall be responsible shall be hired directly by Pelham, paid by Pelham and shall be considered employees of Pelham for all purposes.

5. (a) It is acknowledged by the parties that since Pelham is responsible for the employment of all employees referred to in paragraph 4 above as well as incurring other additional costs, that Pelham requires a specific commitment from Wainfleet to the terms and conditions of this agreement throughout the term of this agreement. As such the parties hereto agree that the term of this agreement shall be for a minimum two (2) year period from the time of execution of the agreement. It is further agreed that this agreement shall automatically renew for a further two (2) year period from the end of the term; and,

(b) Any party to this agreement may opt out of this agreement at any time provided that it gives six (6) months notice in writing to the other party. In the event that any such party shall give the written notice as required pursuant to this agreement it shall still be required to continue to abide by the terms of this agreement for the six (6) month period including use of all the services as are being provided to that party at the time such notice is given.

6. Wainfleet will not employ any other personnel whatsoever for the purpose of carrying out any of the services subject of this agreement and which are provided to Wainfleet by Pelham unless Wainfleet has opted out of this agreement in accordance with the provisions for terminating this agreement. The parties hereto acknowledge that this provision is necessary to protect Pelham given that it has taken on the responsibility and cost of hiring additional personnel and incurring all other additional expenses in regard to the carrying out of the terms of this agreement.

7. The Director shall be responsible for the hiring of those personnel as specified in this agreement who are to be hired by Pelham and that he/she shall be ultimately responsible for the enforcement of the terms and conditions of this agreement in regard to carrying out said terms and providing the services to the parties hereto. The Director shall be responsible for the training of all necessary personnel including ensuring that of all such personnel are, where necessary, familiar with all of the policies and standards of each of the respective parties hereto.

8. It is contemplated that the Director will, for the most part, remain in Pelham's municipal offices with administrative visits to the Wainfleet office as necessary, and that he/she will administer staff and the Building Permit Services Unit primarily from the Pelham offices. It is expected that the Director will still be required to carry out any building inspections and all relevant enforcement procedures which are necessary from time to time in order to comply with the Building Code Act and to provide service to the parties in an efficient and expedient manner.

9. Subject to the provisions of paragraph 2, the parties acknowledge that each party will have an independent contractor carry out the duties of by-law enforcement and property standards enforcement in each respective municipality.

10. Subject to the provisions of paragraph 2, the issuance of sewage system permits and inspection of private sewage systems will continue to be carried out by the Regional Municipality of Niagara's Regional Health Department and each party shall maintain the agreement for such services with the Region of Niagara in good standing as long as this agreement is in effect.

11. The hours of operation of the Building Permit Services Unit shall be those as set out by the Director in order to most efficiently and expediently provide the service to the parties.

12. It is agreed that the parties shall distribute the revenues and pay the expenditures from the service in accordance with Schedule "B" to this agreement.

13. (a) All complaints of a party to this agreement or complaints by any other person in regard to the provisions of the services shall be made in writing to the Director with a copy of such complaint to be given to the Chief Administrative Officer of Pelham and the Director of Corporate Services of Wainfleet;

(b) All complaints in regard to the Director personally shall be in writing and shall be made to the Chief Administrative Officer of Pelham;

(c) Any complaint under 13(a) or 13(b) above which is not resolved in a manner which is satisfactory to the complainant shall be referred to a committee composed of the mayors of each municipality, the Chief Administrative Officer of Pelham and the Director of Corporate Services of Wainfleet which committee shall mediate the matter and whose decision in regard to such complaint shall be, provided it complies with all applicable law, final and binding.

14. Each party agrees to obtain written confirmation from its insurers that it has adequate liability, errors and omissions and all other applicable insurance coverage in place to cover all personnel to be employed in the administration of the Building Permit Services Unit as well as the individual parties hereto. Each party agrees to provide the other party with copies of such confirmation and agrees to maintain all such insurance coverage throughout the term of this agreement or any renewal thereof.

15. Any notice or other writing required or permitted to be given under this agreement or for the purpose hereof (referred to in this paragraph as a "notice") to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

(a) in the case of notice to Pelham: To the Clerk, Town of Pelham, at 20 Pelham Town Square, Box 400, Fonthill, ON L0S 1E0; fax no. 905-892-5055;

(b) in the case of notice to Wainfleet: To the Clerk, Township of Wainfleet, at P. O. Box 40, 19M43 Highway 3, Wainfleet, ON LOS 1V0; fax no. 905-899-2340,

or any such address as the party to whom such writing is to be given shall have last notified the party given the same in a manner provided in this paragraph. Any notice delivered to the party to whom it is addressed as provide in this paragraph shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then notice shall be deemed to have been given and received on the business day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by fax or other form or mode of communication shall be deemed given and received on the first business day after its transmission.

16. If any provision hereof becomes illegal or unenforceable the provisions shall be deemed to be severed and the agreement shall continue as amended.

17. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

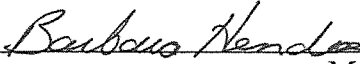
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

THE CORPORATION OF THE TOWN OF PELHAM

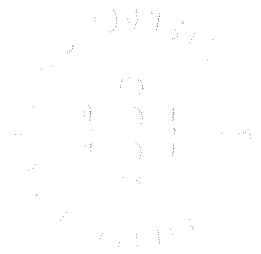
Per:  Mayor

Per:  Clerk

THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET

Per:  Mayor

Per:  Clerk



SCHEDULE "A"

JOB DESCRIPTION: CHIEF BUILDING OFFICIAL FOR THE PURPOSES OF THE PELHAM & WAINFLEET SHARED BUILDING AND ENFORCEMENT SERVICES

Position Title: Director of Building & Enforcement Services

Primary Functions: Plans, organizes, manages and directs all the activities of the Building and Enforcement Services Department for the municipalities including duties of Chief Building Official, By-law Enforcement Officer and Property Standards Officer.

Reporting Relationship: Reports to the Chief Administrative Officer of the Town of Pelham.

Duties and Responsibilities subject to paragraph 2 of the agreement:

1. Enforces the Ontario Building Code under the Building Code Act and any other applicable by-laws in effect within the municipalities.
2. Submits reports, on a monthly basis, to the Councils of the Municipalities, to Statistics Canada and to associated agencies with respect to building activity in the Town of Pelham.
3. Licences plumbers operating within the Town of Pelham.
4. Enforces all by-laws and site plan agreements of the municipalities (unless statutory authority provides otherwise).
5. Acts as zoning administrator which includes responding to all letters of request for zoning information, work orders and related inquiries and examining site plans submitted with applications for building permits to ensure that applicable zoning regulations are being complied with.
6. Provides supervision, guidance and training to the Building Department Staff including an annual performance appraisal.
7. Attends Council and Committee meetings of the Municipalities as required from time to time.
8. Sets annual goals and objectives for the Building Department to meet the Corporate goals and objectives.
9. Co-operates with Municipal Freedom of Information officer in complying with Provincial legislation on Freedom of Information and Protection of Privacy matters.

10. Oversees the maintenance of a standardized filing system for the Building Department files.
11. Is a member of the Management team of Pelham and acts in an advisory capacity to the management committees of Wainfleet and West Lincoln.
12. Performs other duties as assigned by the Chief Administrative Officer of Pelham.
13. Prepares budgets for building department and oversees building and maintenance projects.
14. Coordinates inter-municipal service sharing with participating municipalities.
18. Administers the parking enforcement service which Pelham provides for the participating municipalities including prosecution of parking tickets from four municipalities in two separate court locations.

Working Relationships:

- a. **With Council** - provides advice and assistance in the development and evaluation of building and by-law enforcement policies and implements and administers the policies.
- b. **With Chief Administrative Officer of Pelham** - receives direction, discusses corporate policies, plans and priorities, provides advice on building and by-law enforcement matters.
- c. **1. With the public** - responds to inquiries and complaints - maintains courteous relations while enforcing regulations strictly but tactfully, encourages self-compliance.
- d. **1. With staff** - maintains harmonious working relations with senior staff to co-ordinate activities and maintains co-operation and courtesy with others.
- e. **With subordinate staff** - plans, organizes and assigns work - directs operations, provides instruction and guidance - reviews performance.
- f. **With external contacts** - usual courtesy and co-operation in obtaining and furnishing information. Strict but tactfully enforcement of regulations and by-laws.

Qualifications: Recognized advance specialized training beyond secondary school - 3 years equivalent

Experience: 5 to 7 years experience in municipal building and by-law enforcement department

SCHEDULE "B"

REVENUE AND EXPENSE DISTRIBUTION

SHARING OF ADMINISTRATION, COSTS AND EXPENSES

1. It is agreed that each party shall collect and retain its own revenue (permit fees) from all services provided pursuant to this agreement.
2. It is agreed that Pelham will bill Wainfleet quarterly for the actual costs for the plan review and building inspections carried out in Wainfleet by the inspector which costs shall be based on the hourly salary plus benefits for the building inspector utilized and as reflected in his or her actual intermunicipal time sheets. Wainfleet shall also pay an overhead charge of five percent (5%) to cover a portion of Pelham's vacation and statutory holiday costs for the inspector.
3. Wainfleet will pay Pelham twenty five percent (25%) of the Director's salary and benefits as its share of the costs of the administration of the Building Permit Services Unit in Wainfleet. Pelham shall bill Wainfleet on an annual basis at each calendar year end during the term of this agreement or any renewal thereof for the cost of such administration. Wainfleet agrees to pay all such invoices upon receipt. Wainfleet shall also pay Pelham the Director's mileage charges at Pelham's mileage rate in effect from time to time and such other expenses as are necessary to operate the Building Permit Services Unit in Wainfleet such as association memberships related to the department.
4. Wainfleet shall pay Pelham \$2,000.00 per year as a capital contribution to Pelham's vehicle reserve for the use of Pelham's inspection vehicle by the inspector while the inspector is carrying out his or her duties in Wainfleet.
5. Wainfleet hereby delegates council's authority to pay all such invoices for costs pursuant to this agreement to its treasurer.