

**BUILDING INSPECTOR OFFICER AGREEMENT TO ENFORCE THE BUILDING
CODE ACT**

THIS AGREEMENT made in quadruplicate as of the _____ day of _____, 2023.

BETWEEN:

The Corporation of The Township of Papineau-Cameron
Having its principal office at
4861 Highway 17, P.O. Box 630, Mattawa, ON P0H 1V0
(Herein after called "Township of Papineau-Cameron")

OF THE FIRST PART

AND

The Corporation of The Municipality of Calvin
Having its principal office at
1355 Peddlers Drive, Mattawa, ON P0H 1V0
(Herein after called "Municipality of Calvin")

OF THE SECOND PART

AND

The Corporation of The Municipality of Mattawan
Having its principal office at
947 Hwy 533, P.O. Box 610, Mattawa, ON P0H 1V0
(Herein after called "Municipality of Mattawan")

OF THE THIRD PART

AND

The Corporation of The Municipality of East Ferris
Having its principal office at
25 Taillefer Road, Corbeil, ON P0H 1K0
(Herein after called "Municipality of East Ferris")

OF THE FOURTH PART

**THE TOWNSHIP OF PAPINEAU-CAMERON, THE MUNICIPALITY OF CALVIN,
THE MUNICIPALITY OF MATTAWAN AND THE MUNICIPALITY OF EAST
FERRIS HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS;**

1. That the enforcement of the Building Code and Building Code Act shall be carried out by the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan, and the Municipality of East Ferris.
2. That the Municipality of East Ferris shall, by By-law under Section 3(2) of the Building Code Act, appoint the **Building Inspector Officer**, and shall maintain such By-Laws in effect at all times during the term of this Agreement. In the event that either the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan appoints a new Building Inspector Officer, the municipalities shall pass such amending By-laws as may be necessary during the term of this Agreement.
3. That the duties of those personnel appointed by By-law shall be as set out in the Building Code Act and shall include but not be limited to the review of applications and plans, the issuance of building and demolition permits, the inspection of construction, file management and enforcement of the said Act. The Building Inspector Officer shall at all times, act under the direction of and in accordance with the policies of the Municipality of East Ferris when undertaking duties within the Municipality of East Ferris.
4. That the Municipality of East Ferris shall make available to the Building Inspector Officer all records of past construction activity as may be required and shall provide access to municipal records as may be required for the purposes of enforcement of the said Act.
5. That the Council of the Municipality of East Ferris shall indemnify and save harmless the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan and their staff from any actions or litigation arising from matters under the Building Code Act and the Planning Act prior to the effective date of this agreement.
6. That the Municipality of East Ferris and the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan shall at all times during the term of this agreement, maintain in force professional and general liability insurance appropriate to the duties of enforcement of the Building Code Act as specified herein.

7. That the Municipality of East Ferris shall, during the term of this Agreement, be included as an "additional named insured" under the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan, Municipal Liability Insurance, but only in respect of and during the Services performed under this and cross liability insurance is to be provided.
8. That the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan shall, during the term of this Agreement, be included as an "additional named insured" under the Municipality of East Ferris's Municipal Liability Insurance, but only in respect of and during the Services performed under this and cross liability insurance is to be provided.
9. That the Municipality of East Ferris shall reimburse monthly in a timely manner to the Township of Papineau-Cameron the costs of providing Building Inspector Officer enforcement services at the rate of **\$80.00** per hour for inspections, plan review, office administration, and the current per kilometer rate as set by the Township of Papineau-Cameron for travel allowance to and from the municipal office in Papineau-Cameron. Building Inspector Officer service priority will be firstly for the Township of Papineau-Cameron, the Municipality of Calvin, and the Municipality of Mattawan. Revenue generated for building inspection services will be shared between the Township of Papineau-Cameron, the Municipality of Calvin, and the Municipality of Mattawan, based on the agreed shared percentage portions between the Township of Papineau-Cameron, the Municipality of Calvin, and the Municipality of Mattawan.
10. That the Municipality of East Ferris shall provide to the Building Inspector Officer all necessary forms, applications and office supplies necessary to carry out their duties.
12. That the Township of Papineau-Cameron, the Municipality of Calvin, the Municipality of Mattawan and the Municipality of East Ferris hereby agree to maintain in force at all times during the term of this agreement, a Building By-Law enacted under Section 5 (2) of the Building Code Act for the administration of building permits.
13. That the Chief Building Official and Building Inspectors shall only perform the roles for which they are qualified for in accordance with Section 1.1(6) (7) of the Ontario Building Code Act.
14. That this agreement shall be in effect for Four (4) years from **October 24, 2023** to **October 25, 2027**.
15. That either Council may terminate or amend this agreement upon 30 days written notice.
16. Should this agreement be terminated, the Municipality of East Ferris shall pay to the Township of Papineau-Cameron all outstanding costs up to the date of termination and both shall return in good order, all municipal files and records relating to building matters in the respective municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Township of Papineau-Cameron on the _____ day of _____, 2023,
by By-Law No. _____

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

MAYOR

CAO/CLERK-TREASURER

By the Municipality of Calvin on the 14 day of November, 2023,
by By-Law No. 2023-045

THE CORPORATION OF THE MUNICIPALITY OF CALVIN



MAYOR



CAO/CLERK

By the Municipality of Mattawan on the _____ day of _____, 2023,
by By-Law No. _____

THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

MAYOR

CLERK-TREASURER

By the Municipality of East Ferris on the _____ day of _____, 2023,
by By-Law No. _____

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

MAYOR

CLERK

Schedule "A" to By-Law 2023-045