

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW 2009-21

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATIONS OF THE TOWNSHIPS OF ARMSTRONG, BRETHOUR, CASEY, CHAMBERLAIN, COLEMAN, EVANTUREL, GAUTHIER, HARLEY, HUDSON, HARRIS, HILLIARD, JAMES, KERNS, LARDER LAKE, MATACHEWAN, MCGARRY, THE TOWNS OF ENGLEHART AND COBALT, THE MUNICIPALITY OF CHARLTON AND DACK AND THE VILLAGE OF THORNLOE.

WHEREAS Section 3(3) of the Building Code Act, 1992, provides that the Councils of two or more municipalities may enter into an agreement,

- (a) to provide for the joint enforcement of this Act within their respective municipalities;
- (b) to provide for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) provide for the appointment of a Chief Building Official and inspectors.

AND WHEREAS the municipal councils of the corporations deem it necessary to enter into an agreement to provide for the joint building enforcement and joint hiring of a Chief Building Official, building inspector and plumbing inspector;


NOW THEREFORE The Council of the Corporation of the Township of McGarry ENACTS AS FOLLOWS:

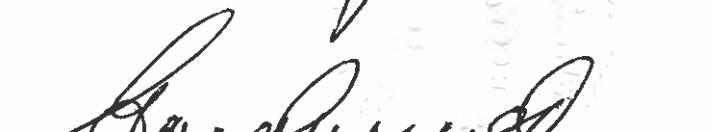
1. THAT the Reeve and the Clerk be and are hereby authorized to execute an agreement with the Corporations under the terms and conditions set out in the said agreement attached hereto as Schedule "A".
2. THAT all Corporations under the agreement shall be known as "Temiskaming Municipal Building Association".
3. THAT this By-law shall come into force and effect upon the final passing hereof, and remain in force and effect until repealed.
4. THAT all by-laws and resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and the same are hereby repealed.

READ A FIRST time this 26th day of May, 2009.

READ A SECOND time this 26th day of May, 2009.

READ A THIRD TIME AND FINALLY PASSED this 26th day of May, 2009.


Reeve


Clerk

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW #2009-21

Schedule "A"

AGREEMENT BETWEEN

The Corporation of the Township of Armstrong, herein called "Township of Armstrong"

-and-

The Corporation of the Township of Brethour, herein called "Township of Brethour"

-and-

The Corporation of the Township of Casey, herein called "Township of Casey"

-and-

The Corporation of the Township of Chamberlain, herein called "Township of Chamberlain"

-and-

The Corporation of the Municipality of Charlton and Dack, herein called "Municipality of Charlton and Dack"

-and-

The Corporation of the Town of Cobalt, herein called "Town of Cobalt"

-and-

The Corporation of the Township of Coleman, herein called "Township of Coleman"

-and-

The Corporation of the Town of Englehart, herein called "Town of Englehart"

-and-

The Corporation of the Township of Evanturel, herein called "Township of Evanturel"

-and-

The Corporation of the Township of Gauthier, herein called "Township of Gauthier"

-and-

The Corporation of the Township of Harley, herein called "Township of Harley"

-and-

The Corporation of the Township of Harris, herein called "Township of Harris"

-and-

The Corporation of the Township of Hilliard, herein called "Township of Hilliard"

-and-

The Corporation of the Township of Hudson, herein called "Township of Hudson"

-and-

The Corporation of the Township of James, herein called "Township of James"

-and-

The Corporation of the Township of Kerns, herein called "Township of Kerns"

-and-

The Corporation of the Township of Larder Lake, herein called "Township of Larder Lake"

-and-

The Corporation of the Township of Matachewan, herein called "Township of Matachewan"

-and-

The Corporation of the Township of McGarry, herein called "Township of McGarry"

-and-

The Corporation of the Village of Thornloe, herein called "Village of Thornloe"

THE MUNICIPALITIES LISTED HEREIN HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. THAT the Township of Armstrong shall be the administrative municipality for the purposes of this agreement and shall hold title to all the assets for the parties as their respective interest therein may from time to time appear. Interests of respective parties including assets, equipment, if any, hereinafter acquired shall be determined by application of the percentage formula as set out in Schedule 1 attached hereto.
2. THAT the joint enforcement of the Building Code Act shall be carried out by the Temiskaming Municipal Building Association on behalf of the municipalities listed herein.
3. THAT all member municipalities shall appoint, by by-law under Section 3 (1) of the Building Code Act, 1992, a Chief Building Official and Building and Plumbing Inspector as recommended by the Joint Committee of Management and agreed upon by the member municipalities and shall maintain such By-law in effect at all times during the term of this agreement.
4. THAT the Township of Armstrong shall receive a yearly administration fee as set out in Schedule 1, attached to and forming part of this by-law.
5. THAT a Joint Committee of Management shall be established and hereinafter referred to as the "Committee".
6. THAT the Joint Committee of Management shall consist of one municipal administrative personnel or elected official from each of the zones listed in Schedule 2 herein and one municipal administrative personnel or elected official from the Administrative Municipality, and shall have authority to and responsibility for:
 - a) Appointing a Chairperson annually from among its members who shall have authority to call meetings;
 - b) Providing for a Secretary to keep record of minutes of all meetings and proceedings of the Committee;
 - c) Preparation of annual budgets and capital expenditures, by January 31st of each year, for consideration by the councils of the parties;
 - d) Formulating policies and regulations for and relating to the administration of the Joint Committee of Management for consideration by the councils of the parties;
 - e) All matters coming before the Committee for decision shall be decided by a majority vote of the members present at the meeting of the Committee. No one member shall have a veto power but the majority rule.
 - f) Three (3) members of the Committee shall constitute a quorum for the transaction of business at any and all meetings of the said Committee;
 - g) The Committee of Management is to be empowered by this agreement to carry out all the duties and obligations assigned to each hereunder;
 - h) Fixing a permit fee schedule from time to time, to be presented to the councils of the parties, and upon acceptance by the majority of the parties to the agreement, to be adhered to by all member municipalities.
7. THAT the municipalities listed herein will collect all permit fees on behalf of their respective municipality and hereby agree to pay to the Township of Armstrong, quarterly, all fees collected and any other share of costs as set out in Schedule 1 to this by-law.
8. THAT the duties of those personnel appointed as Chief Building Official by By-law shall be set out in the job description attached hereto as Schedule 3 and have authority to and responsibility for:
 - a) Providing an annual report to the Council of each respective municipality listed herein.
 - b) Providing a quarterly report to the Committee.
 - c) Advising the respective council of any enforcement activities and any actions required to carry out appropriate enforcement of the said Act.
 - d) Accessing all records of past construction activity as may be required for the purpose of enforcement of the said Act.
 - e) Accessing all necessary forms, applications and office supplies necessary to carry out the Chief Building Official duties.
 - f) Conducting business in accordance with the Code of Conduct for Building Officials attached hereto as Schedule 4.

9. THAT the parties hereto understand and agree that the services are provided in a manner in such that the services provided in the individual municipalities are the responsibility of the individual municipalities, and any liability accruing from the provision of these services is applicable to that individual municipality in which the service was provided. The parties hereto shall save harmless and keep indemnified the Committee and the Township of Armstrong from all actions, causes of actions, damages arising out of the performance or non-performance of the services provided for herein.
10. THAT this agreement shall come into force and effect upon adoption and implementation of by-laws of each of the parties hereto and shall continue in force until such time as there is a change in the parties to the agreement or upon request, by the majority of the parties to this agreement, for review.
11. THAT if any of the parties wish to withdraw from this agreement it may do so upon giving six (6) months written notice to the Committee of it's intention to withdraw and such notice shall terminate this agreement in respect of such municipality as at the effective date specified in the notice provided that the date meets the required six (6) months notice provision in recognition of the fact that any party withdrawing could cause a financial burden to the other parties to this agreement occasioned by such a withdrawal. The parties hereto further agree that any party withdrawing shall pay their annual commitment of the budget in that given year, effective the date of notice of withdrawal. The penalty of monies will be used to defray the costs of re-organizing staff occasioned by the withdrawal and the party paying the penalty shall not receive any service for the period. This figure does not reflect a service period, but rather is used for purposes of calculating a penalty.
12. THAT any party withdrawing shall be entitled to its percentage share in assets, real and personal, as determined in accordance with the formula set out in Schedule 1 attached hereto.
13. THAT should any disputes or differences arise between the parties as to any matters arising out of this agreement, the said disputes or differences shall be firstly referred to the Committee. In the event any dispute or differences cannot be resolved, the said disputes or differences shall be referred to and submitted under the Provisions of the Arbitration Act, 1991, to the arbitration and determination of two arbitrators each appointed by the parties and such third arbitrator as the appointed arbitrators agree upon; the decision of the arbitrators shall be final and binding upon the parties to dispute.
14. THAT the parties hereto agree that they shall pass all necessary by-laws to give full force and effect to this agreement.

IN WITNESS THEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers this 26 day of May, 2009 .

The Corporation of the Township of Armstrong

Reeve

Clerk

The Corporation of the Township of Brethour

Reeve

Clerk

The Corporation of the Township of Casey

Reeve

Clerk

The Corporation of the Township of Chamberlain

Reeve

Clerk

The Corporation of the Municipality of Charlton and Dack

Reeve

Clerk

The Corporation of the Town of Cobalt

Mayor

Clerk

The Corporation of the Township of Coleman

Reeve

Clerk

The Corporation of the Town of Englehart

Mayor

Clerk

The Corporation of the Township of Evanturel

Reeve

Clerk

The Corporation of the Township of Gauthier

Reeve

Clerk

The Corporation of the Township of Harley

Reeve

Clerk

The Corporation of the Township of Harris

Reeve

Clerk

The Corporation of the Township of Hilliard

Reeve

Clerk

The Corporation of the Township of Hudson

Reeve

Clerk

The Corporation of the Township of James

Reeve

Clerk

The Corporation of the Township of Kerns

Reeve

Clerk

The Corporation of the Township of Larder Lake

Reeve

Clerk

The Corporation of the Township of Matachewan

Reeve

Clerk

The Corporation of the Township of McGarry

Reeve

Clerk

The Corporation of the Village of Thornloe

Reeve

Clerk

SCHEDULE " 1"

FINANCIAL & ADMINISTRATION

INTENTIONS

All revenue derived from fees collected, which are related to the Building Code Act, by the individual member municipalities are to be remitted to the Administrative Municipality quarterly. The intention is to remain financially revenue neutral.

ADMINISTRATION FEE

The Administrative Municipality shall receive an administration fee, negotiated by the Joint Committee of Management and included in the yearly budget, to be approved each year. Payments for the administration fee to be paid by the Temiskaming Building Association on the last day of the months of March, June, September and December.

DUTIES OF ADMINISTRATIVE MUNICIPALITY

1. Provision of office space for Chief Building Official.
2. Tracking and payment of all invoices related to the operation of the Temiskaming Building Association. This will include the disbursements of expenses, salaries and other financial outlays made on behalf of the Committee. Eligible employees will receive the same benefit package and travel allowance as the employees of the Administrative Municipality.
3. Tracking and collection of all permit fees from individual municipalities.
4. Provision of quarterly statements of balance sheet, revenues and expenditures to the Joint Committee of Management. Upon acceptance of the Committee, the statement will be forwarded to all parties to the agreement.
5. The related accounts of the Committee will be reviewed by the Administrative Municipality municipal auditors with a report made to the Committee and parties to the agreement.

ANNUAL BUDGET

The Joint Committee of Management shall prepare an annual budget for the operations and capital cost of the Committee. The budget is subject to the approval of the various municipal councils

BUDGET SHORTFALLS

In the event there is a shortfall, each municipality shall be responsible for their share as determined in the following cost apportionment formula:

1. 25% of the shortfall will be shared equally amongst all municipalities
2. 75% of the shortfall will be shared on a percentage basis as determined by the following calculation:

$$\frac{\text{Number of Permits issued in individual municipality in past 3 years}}{\text{Total Number of Permits Issued in the last 3 years}} \times 100$$

= % share to be covered by individual municipality

SCHEDULE "2"

STRUCTURE OF JOINT COMMITTEE OF MANAGEMENT

District Zone Representation

1 member from each of the following zones and one member of from the Administrative Municipality, for a total of six members.

Zone 1:

Town of Cobalt
Township of Coleman
Township of Harris
Township of James

Zone 2:

Township of Kerns
Township of Harley
Township of Hudson
Township of Casey

Zone 3:

Township of Hilliard
Village of Thornloe
Township of Brethour
Township of Armstrong

Zone 4:

Township of Ewanturel
Town of Englehart
Municipality of Charlton and Dack
Township of Chamberlain

Zone 5:

Township of McGarry
Township of Larder Lake
Township of Gauthier
Township of Matachewan

The Joint Committee of Management will meet quarterly or at the call of the Chairperson. The members shall serve for a term of one-year. An election of representatives will be determined at the Annual Meeting of the parties to this agreement. Chairperson and Secretary of the Joint Committee of Management to be appointed by the Committee.

SCHEDULE "3"

JOB DESCRIPTION #1

POSITION TITLE: CHIEF BUILDING OFFICIAL

PURPOSE OF POSITION:

To ensure that safety standards in buildings are adhered to, prior to and following occupancy according to Provincial Codes, Regulations and Corporate By-Laws.

SCOPE OF POSITION:

The enforcement of occupancy standards of new structures (dwellings or other) and alterations, additions, renovations, demolitions and plumbing.

RESPONSIBILITIES:

1. Supervision of Plumbing Inspectors and Building Inspectors and coordinates inspection duties.
2. Co-ordinates with individual fire departments when fire inspections are required.
3. Researches issues related to the application of the Ontario Building and Plumbing Codes and other legislation that will affect property safety standards. Advises on regulatory by- laws as required by the CAO/Clerk.
4. Maintains liaison with Provincial Agencies regarding changes in legislation and practices.
5. Carries out administrative procedures connected with the inspection and enforcement function.
6. Answers public inquiries into all aspects, particularly with problems encountered in building, plumbing, heating, fencing, signs, pools, codes and by-laws, by telephone and/or correspondence.
7. Receives and reviews draft plans, i.e. official plan amendments, zoning by-law amendments, spot re-zoning, plans of subdivision for compliance with standards imposed by Building and Planning Codes and related by-laws.
8. Responsible for the issuance of permits related to codes and by-laws.
9. Ensures that on-site inspections are conducted, where required to advise on problems encountered, provides technical guidance and code/by-law interpretations on site when required.
10. Work Orders, Orders to Comply, Unsafe Notices - authorized to sign and carry out orders.
11. Corresponds and files reports to various departments and Ministries prior to issuing permits.
12. Prepares annual budget for building department and presents to the Joint Committee of Management.

WORKING RELATIONSHIP:

1. Communicates and works with the Joint Committee of Management and the Chief Administrative Officer/Clerk of each respective municipality.
2. Reports to Member Councils and its committees as required.
3. Establishes and maintains effective liaison with municipal staff to provide for the correct enforcement of by-laws, various codes and Provincial Legislation.
4. Communicates with Building Code Branch & Ministries to exchange information and receive amendments to legislation and government programs that relate to statutory duties to ensure that the Municipality is fulfilling its obligation in building responsibilities.
5. Provides the public with information and education regarding the policies and programs.

WORKING CONDITIONS

Work is subject to physical hazards, is carried out in all types of weather conditions and is subject to stress and interruptions at all hours including evenings and weekends. There is some exposure to potentially hostile and unstable situations.

Hours of work based on a 40 hour week.

Required to have valid driver's license and submit a drivers abstract.

KNOWLEDGE AND SKILL

Thorough knowledge of Provincial legislation as it applies to buildings, content of the Corporations by-laws and strong knowledge of the community, organization, ability to respond quickly to infraction situations without over-reacting and aggravating disruptive situations, ability to conduct investigative inquiries under potentially sensitive situations; highly developed interpersonal and communication skills.

IMPACT OF ERROR

Errors in judgment in enforcement and inspection would result in unfair enforcement practices, possibly litigation and financial repercussion against the Corporation as well as possible injury due to unsafe conditions in buildings. Poor organization would result in confusion and wasted effort.

CONTROL

Receives policy direction from Joint Committee of Management, Provincial legislation and bylaws.

SCHEDULE "3"

JOB DESCRIPTION #2

POSITION TITLE: PLUMBING INSPECTOR

PURPOSE OF POSITION:

To enforce Provincial Plumbing Regulations and applicable laws.

SCOPE OF THE POSITION:

Under the direction of the Chief Building Official, to carry out plumbing inspections in all new buildings, and alterations to existing buildings. Issues orders under the authority of The Ontario Water Resources Act and any other Act in force in a municipality.

RESPONSIBILITIES:

Responsible to carry out plumbing inspections in all new buildings and alterations to existing buildings. Issue orders under the Authority of the Ontario Water Resources Act and any other Act in force.

WORKING RELATIONSHIP:

1. Communicates and works with the Chief Building Official, Joint Committee of Management.
2. Communicates with Building Code Branch & Ministries to exchange information and receive amendments to legislation and government programs that relate to statutory duties to ensure that the Municipality is fulfilling its obligation in building responsibilities.
3. Provides the public with information and education regarding the policies and programs.

WORKING CONDITIONS

Work is subject to physical hazards, is carried out in all types of weather conditions and is subject to stress and interruptions at all hours including evenings and weekends. There is some exposure to potentially hostile and unstable situations.

Hours of work based on a 40 hour week.

Required to have valid driver's license and submit a drivers abstract.

KNOWLEDGE AND SKILL

Thorough knowledge of Provincial legislation as it applies to buildings, content of the Corporations by-laws and strong knowledge of the community, organization, ability to respond quickly to infraction situations without over-reacting and aggravating disruptive situations, ability to conduct investigative inquiries under potentially sensitive situations; highly developed interpersonal and communication skills.

IMPACT OF ERROR

Errors in judgment in enforcement and inspection would result in unfair enforcement practices, possibly litigation and financial repercussion against the Corporation as well as possible injury due to unsafe conditions in buildings. Poor organization would result in confusion and wasted effort.

CONTROL

Receives policy direction from Chief Building Official, Joint Committee of Management, Provincial legislation and bylaws.

SCHEDULE "3"

JOB DESCRIPTION #3

POSITION TITLE: BUILDING INSPECTOR

PURPOSE OF POSITION

To ensure that safety standards in buildings are adhered to, prior to and following occupancy according to Provincial Codes, regulations and corporate by-laws.

SCOPE OF POSITION

Under the direction of the Chief Building Official on-site inspections where required to advise on problems encountered; provides technical guidance and code/by-law interpretations on site when required.

RESPONSIBILITIES:

Responsible to carry out inspections in all new buildings and alterations to existing buildings to ensure compliance with the building code and the building permit. Issue orders under the Authority of the Ontario Building Code.

WORKING RELATIONSHIP:

1. Communicates and works with the Chief Building Official and the Joint Committee of Management.
2. Communicates with Building Code Branch & Ministries to exchange information and receive amendments to legislation and government programs that relate to statutory duties to ensure that the Municipality is fulfilling its obligation in building responsibilities.
3. Provides the public with information and education regarding the policies and programs.

WORKING CONDITIONS

Work is subject to physical hazards, is carried out in all types of weather conditions and is subject to stress and interruptions at all hours including evenings and weekends. There is some exposure to potentially hostile and unstable situations.

Hours of work based on a 40 hour week.

Required to have valid driver's license and submit a drivers abstract.

KNOWLEDGE AND SKILL

Thorough knowledge of Provincial legislation as it applies to buildings, content of the Corporations by-laws and strong knowledge of the community, organization, ability to respond quickly to infraction situations without over-reacting and aggravating disruptive situations, ability to conduct investigative inquiries under potentially sensitive situations; highly developed interpersonal and communication skills.

IMPACT OF ERROR

Errors in judgment in enforcement and inspection would result in unfair enforcement practices, possibly litigation and financial repercussion against the Corporation as well as possible injury due to unsafe conditions in buildings. Poor organization would result in confusion and wasted effort.

CONTROL

Receives policy direction from Chief Building Official, Joint Committee of Management, Provincial legislation and bylaws.

SCHEDULE "4"

CODE OF CONDUCT

Chief Building Official, Building Inspectors, Plumbing Inspectors

INTRODUCTION

The Joint Committee of Management maintains this code of conduct in accordance with the provisions of The Building Code Act. Building Officials undertake building certification functions that ensure the quality, structural integrity and safety of buildings. Building Officials are exposed to potential conflicts of interest because of the special powers conferred on them. The conduct and behaviour of Building Officials reflects the Temiskaming Municipal Building Association's commitment to the highest standards of professionalism, technical competence, skill, honesty, fairness and independence. Building Officials observe both the letter and the spirit of this code of conduct as it pertains to situations that bear on their responsibilities.

PURPOSE

The purposes of this code of conduct are:

1. To promote appropriate standards of behaviour by building officials in the exercise of their powers and performance of their duties;
2. To prevent practices which may constitute an abuse of power; and
3. To promote appropriate standards of honesty and integrity.

STANDARDS OF CONDUCT AND PROFESSIONALISM

Building Officials undertake at all times to:

1. Act in the public interest, particularly with regard to the safety of building works and structures;
2. Maintain their knowledge and understanding of the most current building practice, the building laws and regulations relevant to their building certifying functions;
3. Commit themselves to a process of continuous education so as to constantly be aware of developments in building design, practice and the law relevant to their duties;
4. Comply with the provisions of the Building Code Act, the Building Code and any other Act or Law that regulates or governs Building Officials or their functions;
5. Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the public at large and their personal interests;
6. Not act beyond their level of competence or outside their area of expertise;
7. Apply all relevant building laws, regulations and standards strictly and without favour and independent of the influence of interested parties;
8. Perform their inspections and certifying duties impartially and in accordance with the highest professional standards;
9. Not divulge any confidential or sensitive information or material, that they became privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy;
10. To avoid any conduct that could bring Building Officials or the Temiskaming Municipal Building Association into disrepute;
11. Extend professional courtesy to all;
12. Accept responsibility for the conduct of their subordinate employees;
13. Maintain current accreditation to perform the functions assigned to them; and
14. Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties.
15. Exemplify compliance with all regulations and standards that govern building construction, health & safety or other matters related to their status as a building official.

GUIDELINE FOR RESPONDING TO MISCONDUCT ALLEGATIONS

The Building Code Act provides that the performance of Building Officials will be measured against this code of conduct. In response to any allegation of a breach of this code, the chief building official shall direct an investigation and where appropriate, recommend disciplinary action against any Building Official who fails to comply with this code of conduct. Where the allegation is against the chief building official, the Joint Committee of Management will direct the investigation and make such recommendations as are reasonable. In determining the appropriate discipline, the chief building official or Joint Committee of Management will have regard to the relevance of the conduct to the official's powers and responsibilities as well as the severity of any misconduct. Disciplinary Action arising from violations of this code of conduct is the responsibility of the Joint Committee of Management and is subject to relevant collective agreements, employment laws and standards.