

THE CORPORATION OF THE TOWNSHIP OF LIMERICK

BY-LAW NO. 2012-05

Being a By-Law authorizing execution of an Agreement
Between the Corporation of the Township of Limerick and
The Corporation of the Township of Faraday


WHEREAS the Municipal Councils of the Corporation of the Township of Faraday and the Corporation of the Township of Limerick wish to enter into an Agreement to provide for the Joint Hiring of a Chief Building Official.

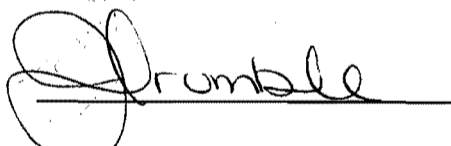
AND WHEREAS the Municipal Council of the Corporation of the Township of Faraday and the Corporation of the Township of Limerick have the authority conferred upon them by the Building Code Act, S.O. 1992 and the Municipal Act, 2001, as amended for the entering into such agreements;

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

1. That the Reeve and the Clerk be and are hereby authorized to execute an Agreement with the Corporation of the Corporation of the Township of Faraday, under the terms and conditions set out in said agreement hereto annexed and forming part of the By-Law.
2. This By-Law shall come into force and take effect on the 6th day of March 2012, and that all former By-Laws governing such matters are hereby repealed.

READ a first, second and third time and finally passed this 6th day of March 2012


D. Golem - Reeve


J. Trumble - Clerk

THIS AGREEMENT MADE THIS 7th DAY OF MARCH, 2012

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF FARADAY

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF LIMERICK

OF THE SECOND PART

WHEREAS pursuant to the Building Code Act., S.O. 1992, c.23, Section 2, s.s. 3 (3) as amended, two or more municipalities may enter into an agreement for the joint enforcement of the Building Code Act in such municipalities;

AND WHEREAS pursuant to the Municipal Act, 2001, S.O. C.25, Section 5 (3), states that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Corporation of the Township of Faraday and the Council of the Township of Limerick deem it necessary to employ the services of a Chief Building Official;

NOW THEREFORE the parties hereto respectfully covenant and agree with each other as follows:


1. DEFINITIONS

- i) Chief Building Official shall mean the Chief Building Official for the Township of Faraday
2. That the Township of Faraday and the Township of Limerick shall hereby agree to share the services of the Chief Building Official subject to the terms and conditions contained herein.
3. i) That the position of Chief Building Official shall be classified as Head of the Building Department.
ii) That for employment purposes the Chief Building Official shall be considered an employee of the Township of Faraday, and as such shall be eligible for all benefits offered to the employees of the Township of Faraday.
iii) That the Township of Faraday shall charge out to the Township of Limerick the services of the Chief Building Official as per the terms of Schedule "A" attached hereto.
4. That the Chief Building Official shall be in the Township of Limerick on the following day: Friday morning during regular office hours.
5. That the Chief Building Official shall be in the Township of Faraday on the following days: Monday, Tuesday, Wednesday and Thursday during regular office hours.

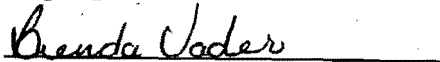
6. Notwithstanding Section 4 and 5, Chief Building Official may answer questions and conduct inspections in either of the municipalities, party to this agreement, at any time while employed under the terms of this agreement.
7. That each municipality will receive all applications and retain all fees for building permits issued in the respective municipality.
8. That the Chief Building Official's responsibilities will be set out in each municipality's Appointment By-Law.
9. This agreement shall be re-negotiated on or before January 1, 2013.
10. That this agreement may be terminated three (3) months after the giving of notice by either party to the other parties by registered mail, but no notice shall be given one (1) year after the date of this Agreement takes effect.
11. Schedule "A" attached hereto shall form part of this agreement.
12. The parties agree that they shall pass all necessary By-Laws to give full force and effect to this Agreement.
13. This Agreement shall take effect February 1st, 2012.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their Corporate Seal attested by the hands of the proper signing authorities this the 7th day of March, 2012

**THE CORPORATION OF THE
TOWNSHIP OF FARADAY**

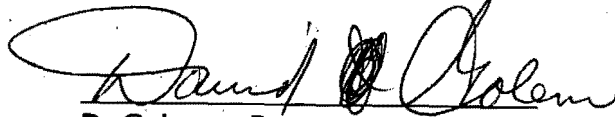


~~C. A. Terry - Reeve~~
Margaret Nicholson
Deputy-Reeve

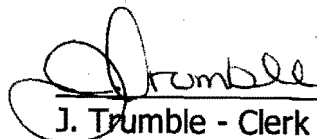


B. Vader - Clerk

**THE CORPORATION OF THE
TOWNSHIP OF LIMERICK**



D. Golem - Reeve



J. Trumble - Clerk

SCHEDULE "A"

- a) The Township of Faraday will charge out the services of the Chief Building Official at a rate of \$1,000.00 per month (including mileage); \$50.00 per hour for additional inspections outside of the 1/2 Friday; \$25.00 per month for Cell phone; and 1/3 cost of Training/Courses, OBOA Meetings and Conferences. This applies for the year 2012.
- b) Invoices will be issued monthly by the Township of Faraday to the Township of Limerick.