

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2005-20

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the City of Sault Ste. Marie with respect to building services (residential)


THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE  
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the City of Sault Ste. Marie, which Agreement is substantially in the form as attached hereto and marked as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 9th day of August  
2005.

  
Reeve

  
Administrator

SCHEDULE "A" TO BY-LAW 2005-20

This Agreement is dated the 30th of August, 2005

B E T W E E N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
hereinafter called the "City"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Corporation of the Township of Prince has requested that the City provide technical assistance to the Township in administering the provisions of the Building Code, the Plumbing Code and Township by-laws relating to construction of buildings;

AND WHEREAS the City has agreed to provide such technical assistance subject to the terms and conditions as set out in this Agreement;

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services ("inspection services") as follows:
  - (a) Plans examination and review for compliance with the Building Code and relevant Township building by-laws;
  - (b) Written correspondence describing plan deficiencies to applicant and associated parties;
  - (c) Analyses of written responses or amended plans resulting from the plan review;

- (d) Written recommendations to the Township regarding matters that pertain to the building permits, i.e. infraction letters;
  - (e) Inspections of buildings under construction as required upon notification to the City by the Township; and
  - (f) Attendance in court for the purpose of providing evidence on behalf of the Township in the event that the Township undertakes a prosecution arising from an infraction.
2. The said inspection services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.
  3. City employees providing inspection services to the Township shall maintain a work log indicating the dates and lengths of time that such employees have performed inspection services and the nature of such services.
  4. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division and shall invoice the Township on a bi-annual basis as hereinafter set out.
  5. The Township shall appoint by by-law any person(s) employed by the City as its inspectors pursuant to the Building Code Act.

#### COST OF INSPECTION SERVICES

6. (1) The total amount of money paid by the Township for inspection services for residential development shall be Six Thousand Dollars (\$6,000.00) per year for each year of the Agreement. This amount shall comprise the full cost of inspection services inclusive of inspection and clerical duties, mileage and miscellaneous expenses for inspections related to residential development.

- (2) For all non-residential development inspection services the Township shall pay to the City \$50.00 per hour for each hour of inspection services provided plus mileage at the rate paid by City to its CUPE 67 employees.
  - (3) The amount in paragraphs (1) & (2) of this clause shall be increased annually by an amount equal to the increase in the Consumer Price Index for the preceding calendar year and shall be applied annually on the anniversary date of this Agreement.
7. The Township shall make two payments to the City in the amounts invoiced by the City each on September 1<sup>st</sup> and February 1<sup>st</sup> of each year during the term of this agreement.

#### COMMENCEMENT AND TERMINATION OF AGREEMENT

8. This Agreement comes into effect on the 1st day of September, 2005 and shall conclude on the 31st day of August 2008.
9. Either party to this Agreement may terminate this Agreement upon sixty (60) days written notice of termination to the other party. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of inspection services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the inspection services outlined in this Agreement.

#### NOTICE

10. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:  
Chief Administrative Officer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A 5X6

The Administrator  
Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie ON P6A 6K4

ENTIRE AGREEMENT

11. This Agreement constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 1st day of September, 2005.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Per:

\_\_\_\_\_  
Mayor - John Rowswell

\_\_\_\_\_  
Clerk - Donna Irving

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
Per:

\_\_\_\_\_  
Reeve - Lou Madonna

\_\_\_\_\_  
Administrator - Rachel Tyczinski