

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 2011-26

A by-law to authorize an agreement between the Township and the Corporation of the City of Sault Ste. Marie to acquire technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and the Township by-laws relating to the construction of buildings.

The Council of the Township of Prince, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Reeve and the CAO/Administrator are hereby authorized for and in the name of the Township to execute and to affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1<sup>st</sup> day of September, 2011 between the Township and the Corporation of the City of Sault Ste. Marie to acquire technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and the Township by-laws relating to the construction of buildings.

2. SCHEDULE "A"

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

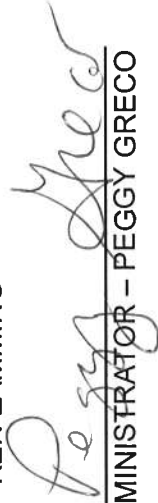
3. EFFECTIVE DATE

This by-law takes effect as of September 1, 2011.

Passed in open Council this 20<sup>th</sup> day of September, 2011.



REEVE – KEN LAMMING



CAO/ADMINISTRATOR – PEGGY GRECO

**NUALA KENNY  
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK  
SOLICITOR/PROSECUTOR**

**LORIE BOTTOS  
CORPORATE COUNSEL**



**LEGAL  
DEPARTMENT**

***Celebrate 100!***  
**\*1912 - 2012\***

File No. B.1.2.3.

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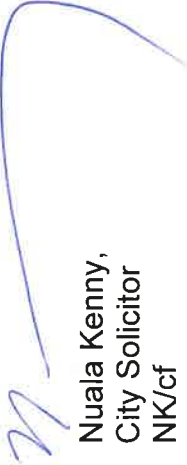
Ms. Peggy Greco, CAO/Administrator  
The Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie, ON P6A 6K4

Dear Ms. Greco:

**RE: AGREEMENT BETWEEN THE CITY AND THE TOWNSHIP OF  
PRINCE – CITY BY-LAW 2011-158**

Please find enclosed a copy of the above noted agreement. This agreement was authorized by By-law 2011-158 and allows the City to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township By-laws relating to the construction of buildings.

Yours truly,

  
Nuala Kenny,  
City Solicitor  
NK/cf

c.c. Don Maki, Chief Building Official  
c.c. Felicia Legros, Senior Accounting Clerk

Encl.

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The Corporation of the City of Sault Ste. Marie  
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1  
Telephone: (705) 705-5400 ~ Fax: (705) 759-5405  
[www.cityssm.on.ca](http://www.cityssm.on.ca)

'Schedule A'  
By-law 2011-26

This Agreement is dated the 1<sup>st</sup> day of September, 2011

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

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 Seven Thousand Dollars (\$7,000.00) plus H.S.T. 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.

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 constitutes 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, 2011.

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

  
\_\_\_\_\_  
Mayor – Debbie Amaroso

  
\_\_\_\_\_  
Clerk – Malcolm White

THE CORPORATION OF THE TOWNSHIP OF PRINCE