

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 76/2022

Being a By-law to Authorize Execution of an Agreement with the Corporation of the County of Northumberland to Carry Out Plumbing Inspections as required by the Ontario Building Code and the Ontario Building Code Act in the Municipality of Port Hope

WHEREAS the *Municipal Act*, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Council at their meeting held on December 6, 2022 considered Staff Report PS-08-22 regarding Plumbing Inspection Agreement with the Corporation of the County of Northumberland;

AND WHEREAS Section 6.1(1) of the *Building Code Act* allows the Council of an upper-tier municipality to enter into an agreement with municipalities for the enforcement by the upper-tier municipality of the provisions of the *Building Code Act* and the Building Code related to plumbing;

AND WHEREAS Council deems it desirable to enter into an agreement with the Corporation of the County of Northumberland to enforce the provisions of the *Building Code Act* and the Building Code related to plumbing.

NOW THEREFORE the Council of the Corporation of the Municipality of Port Hope enacts as follows:

1. THAT the Mayor and Municipal Clerk are hereby authorized to execute on behalf of the Corporation of the Municipality of Port Hope, an Agreement with the Corporation of the County of Northumberland to provide the enforcement of the *Building Code Act* and Building Code as it relates to plumbing in accordance with the terms and conditions as set out in Schedule "A" attached hereto comprising part of this By-law.
2. THAT this By-law shall come into force the day it is finally passed.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 6th day of December, 2022.

Olena Hankivsky, Mayor

Brian Gilmer, Clerk

Plumbing Agreement

This Agreement made this 18th day of September, 2019

Between:

The Corporation of the County of Northumberland
(Hereinafter referred to as the "County")

and

The Corporation of the Township of Alnwick/Haldimand

The Corporation of the Municipality of Brighton

The Corporation of the Town of Cobourg

The Corporation of the Township of Cramahe

The Corporation of the Township of Hamilton

The Corporation of the Municipality of Port Hope

The Corporation of the Municipality of Trent Hills

(Hereinafter referred to as the "Member Municipalities")

Whereas the Member Municipalities to this agreement each enforce the provisions of the Building Code Act and Building Code within their respective municipalities;

And Whereas Section 6.1(1) of the Building Code Act authorizes the County and Member Municipalities to enter into an agreement for the County enforcement of the provisions of the Building Code Act and the Building Code related to plumbing;

And Whereas the parties consider it desirable for the County to provide the necessary inspections and enforcement services pursuant to the plumbing provisions of the Building Code Act in each Member Municipality;

And Whereas this Agreement has been authorized by By-law by each of the parties herto;

Now Therefore in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties hereby covenant and agree

I hereby certify to each other as follows:
this 24th day of September, 2019


Nancy MacDonald, Manager of Legislative Services/Clerk

Definitions:

1. In this Agreement:

- (a) "Building Code Act" means the Building Code Act, 1992, S.O., c.23 and any successor thereto.
- (b) "Building Code" means Ontario Regulation 332/12 as amended enacted pursuant to the provisions of the Building Code Act and any successor thereto.

Term:

- 2. This Agreement shall come into force and take effect upon the 1st day January, 2020 and shall continue in full force and effect for a period of seven years up to and including December 31, 2026 unless earlier terminated in accordance with the provisions of this Agreement.

Services To Be Provided:

- 3. This Agreement is intended to provide for the enforcement of the Plumbing Regulations of the Building Code and enforcement of the Building Code Act as it relates to Part 7 of the Building Code within each of the Member Municipalities and to provide for the sharing of costs incurred in the inspections and enforcement of the Building Code Act related to plumbing.

Responsibilities Of The Parties:

4. The County agrees to:

- (a) appoint a Senior Plumbing Inspector and such Plumbing Inspectors as necessary for the purpose of carrying out plumbing related plans review and inspections and enforcement of the Building Code Act and the Building Code;
- (b) pay the salaries and benefits and expenses arising out of an employee/employer relationship for the Senior Plumbing Inspector and other Plumbing Inspectors;
- (c) maintain accurate financial records of all costs incurred by the County relating to the employment of the Senior Plumbing Inspector and other Plumbing inspectors;
- (d) provide a quarterly invoice to each Member Municipality to reconcile permits issued and inspection visits performed during the previous quarter;
- (e) notify the Member Municipalities of additional inspection fees over and above those included in and under the initial permit;
- (f) investigate options for County issuance of plumbing permits and collection of fees in consultation with the Member Municipalities;
- (g) maintain an annual budget report of actual revenue and operating expenses and to maintain a reserve fund;

- (h) take such steps as may be necessary to obtain and keep in place throughout the term of this Agreement insurance commonly referred to as public liability insurance with an insurance company duly authorized by law to underwrite such insurance. The policy or policies of insurance shall indemnify the Senior Plumbing Inspector and Plumbing Inspectors claims arising from or as a consequence of or in any way relating to the enforcement or failure to enforce the provisions of the Building Code Act and Building Code related to plumbing;
- (i) pay such insurance fees and deductible costs as may be incurred arising out of legal proceedings incurred in the enforcement of the Building Code Act and Building Code; and,
- (j) name the Member Municipalities as additionally insured under the County's public liability insurance policy for errors and omissions.

5. Each Member Municipality agrees to:

- (a) issue plumbing permits and collect the permit fees until such time as County administration for plumbing permits is formalized by all parties;
- (b) forward copies of the permits to the County at the time of issuance;
- (c) forward plans and specifications for plumbing installations to the Senior Plumbing Inspector for plan review as necessary prior to the issuance of a plumbing permit;
- (d) maintain accurate financial records of all monies received for plumbing permit fees;
- (e) reimburse the County on a quarterly basis for the monies collected pursuant to the issuance of plumbing permits;

Court Proceedings:

6. In the event that it becomes necessary to take any court action to enforce the plumbing provisions of the Building Code Act or Building Code or to respond to any action arising out of the enforcement of the Building Code Act and Building Code or any appeal arising out of the Building Code Act relating to plumbing issues, the County at its discretion may initiate enforcement proceedings and will be responsible for the taking of such action or responding to such claim or appeal and shall also be responsible for any legal costs and disbursements that may be incurred in undertaking or responding to the proceeding, with funding to be provided from available reserve fund and/or from the County's insurer, as may be applicable.

Permit fees may contain an allowance or contingency amount to cover such insurance costs and deductible amounts not covered by the County's public liability insurance policy for matters arising out of legal proceedings in the enforcement of the Building Code Act and Building Code and may be adjusted from time to time to ensure that funds are available to cover any deductible costs.

Termination:

7. This Agreement shall not be terminated by any of the parties hereto prior to December 31, 2022.

After December 31, 2022, this Agreement shall not be subject to any right of termination by any party or parties hereto unless:

- (a) the party or parties wishing to have the Agreement terminated has or have given written notice to all other parties; and
- (b) all parties have agreed in writing to the termination of this Agreement.

The termination of this Agreement shall occur on the 31st day of December in the year subsequent to the year in which agreement by all parties to terminate this Agreement is achieved unless all of the parties agree to an earlier termination date.

In the event of any termination of this Agreement, the parties shall continue to collect all permit fees and to pay such permit fees to the County on a quarterly basis in accordance with the terms of this Agreement until the effective date of termination.

In addition to the obligation to continue to collect and pay permit fees to the County as set out above, the Member Municipalities shall pay to the County any costs, not covered by the reserve fund, that may be incurred by the County for the layoff of the Senior Plumbing Inspector, Plumbing Inspectors and/or any support staff as a result of the termination of this Agreement and each of the parties shall contribute to the termination costs in an amount equal to each party's proportionate share as calculated on the basis of the distribution of the County levy for the last calendar year prior to the year of the effective date of termination.

Withdrawal

8. The parties hereto and each of them agree that no party or parties shall withdraw or be entitled to withdraw from this Agreement prior to December 31, 2022.

Any party to this Agreement wishing to withdraw from this Agreement after December 31, 2022 shall give a minimum of one full year's written notice to all of the other parties provided that such notice shall not be given prior to December 31, 2022. Such withdrawal shall take effect on the 31st day of December in the year subsequent to the year in which such notice or withdrawal is given.

Upon the withdrawal of any party or parties to this Agreement, the withdrawing party or parties shall not be entitled to any reimbursement or compensation for any money paid pursuant to the provisions of this Agreement. Further, the withdrawing party or parties shall, upon the effective date of withdrawal, cease to be a party to this Agreement.

Despite the withdrawal of any party or parties hereto, this Agreement shall continue

in full force and effect unless terminated by the remaining parties as in accordance with the Termination provisions of this Agreement.

Despite the withdrawal of any party or parties hereto, the withdrawing party or parties shall continue to be responsible and liable for the collection and payment of all plumbing permit fees up to and including the effective date of withdrawal.

Upon the withdrawal of any party or parties to this Agreement, the withdrawing party or parties shall pay to the County the withdrawing party or parties share of the costs, not covered by the reserve fund, that may be incurred by the County for the layoff of the Senior Plumbing Inspector, Plumbing Inspectors and/or any support staff as a result of the withdrawal of the party or parties to this Agreement and the withdrawing party or parties share of these costs shall be an amount equal to the withdrawing party or parties proportionate share of the total plumbing permit fees collected from all of the parties for the last calendar year prior to the year of the effective date of withdrawal. The withdrawing party or parties share of the costs of withdrawal as determined in this paragraph shall be paid to the County on or before the effective date of withdrawal and shall be held by the County in a separate interest bearing account until such times as the Senior Plumbing Inspector, Plumbing Inspectors or support staff are laid off.

Resolution Of Disputes:

9. If a disagreement or dispute arises between any of the parties to this Agreement with respect to the interpretation, construction, or performance of the Agreement which the parties are unable to resolve, such disagreement or dispute shall be determined by arbitration in accordance with and pursuant to the provisions of the Arbitrations Act, and the arbitrators decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.


In the event that the parties cannot agree on an arbitrator, any party can apply to a single Judge of the Superior Court of Justice in accordance with and pursuant to the provisions of the Arbitration Act to have an arbitrator appointed.

Notice:

10. Any notice which is permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and shall be served personally or by fax or by registered mail to the Municipal Clerk of each of the parties hereto and the other persons and bodies noted hereunder at the addresses hereinafter set forth or at such other address as may be given by any of them to the other in writing from time to time and such notice shall be deemed to have been received when faxed or delivered or if mailed twenty-four (24) hours after 12:01 a.m. on the day following the day of mailing.

The Corporation of the County of Northumberland
555 Courthouse Road

*I hereby certify, this being a true and correct copy
this 24th day of September, 2019*


Nancy MacDonald, Manager of Legislative Services/Clerk
County of Northumberland

Cobourg, Ontario, K9A 516
Attention: Jennifer Moore, C.A.O.

The Corporation of the Township of Alnwick/Haldimand
P.O. Box 70
Grafton, Ontario, K0K 2G0
Attention: Robin van de Moosdyk, C.A.O.

The Corporation of the Municipality of Brighton
Box 189, 35 Alice Street
Brighton, Ontario, K0K 1H0
Attention: Bob Casselman, C.A.O.

The Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario, K9A 2M2
Attention: Stephen Peacock, C.A.O.

The Corporation of the Township of Cramahe
1 Toronto Street, Box 357 Colborne, Ontario, K0K 1S0
Attention: Arryn McNichol, Interim C.A.O.

The Corporation of the Township of Hamilton
8285 Majestic Hills Drive, PO Box 1060
Cobourg, Ontario, K9A 4W5
Attention: Arthur Anderson, C.A.O.

The Corporation of the Municipality of Port Hope
56 Queen Street, Box 117
Port Hope, Ontario, L1A 3V9
Attention: C. Ryan Edgar, Director/Fire Chief

The Corporation of the Municipality of Trent Hills
66 Front St. S., Box 1030
Campbellford, Ontario, K0L 1L0
Attention: Lynn Philips, C.A.O.


Amendments To The Agreement:

11. This Agreement may be amended in accordance with the majority vote of the parties to this Agreement. Formal agreement of any and all amendment(s) shall be by way of adoption by by-law by the Councils of each of the participating municipalities.

Governing Law:

12. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

I hereby certify, this being a true and correct copy
this 24 day of September, 2019


Nancy MacDonald, Manager of Legislative Services/Clerk
County of Northumberland

Headings:

13. The headings in this Agreement are for ease of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

Severability:

14. If any term or provision of this Agreement or the application thereof to any party hereto shall to any extent be held to be void, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all parties other than those to whom it was held to be void, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Time Of Essence:

15. Time shall be of the essence of this Agreement and of every party hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

Successors And Assigns:

16. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof the parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

*I hereby certify, this being a true and correct copy
this 24th day of September, 2019*

Nancy MacDonald
Nancy MacDonald, Manager of Legislative Services/Clerk
County of Northumberland

Signed, Sealed And Delivered

Corporation of the County of Northumberland

None
Per: JENNIFER MOORE, CAO
Authorized signing officer

Sept. 24, 2019

Nancy MacDonald
Per: NANCY MACDONALD, CLERK
Authorized signing officer

Corporation of the Township of Alnwick/Haldimand

Paul G. Leonard
Per:
Authorized signing officer

Robert van de Noort
Per:
Authorized signing officer

Corporation of the Municipality of Brighton

Brian Ostrander
Per: Brian Ostrander, Mayor
Authorized signing officer

Candice Doiron
Per: Candice Doiron, Clerk
Authorized signing officer

Corporation of the Town of Cobourg

John Anderson
Per: John Anderson, Mayor
Authorized signing officer

Beggs Larmer
Per: Beggs Larmer, Clerk
Authorized signing officer

Corporation of the Township of Cramahe

Wendy Martin
Per:
Authorized signing officer

Interim Clerk
Per: INTERIM CLERK
Authorized signing officer

Corporation of the Township of Hamilton

William Cane
Per: WILLIAM CANE (mayor)
Authorized signing officer

K. Surekus
Per: K. Surekus, Clerk
Authorized signing officer

I hereby certify, this being a true and correct copy
this 24 day of September, 2019
Nancy MacDonald
Nancy MacDonald, Manager of Legislative Services/Clerk
County of Northumberland

Corporation of the Municipality of Port Hope

Per:
Authorized signing officer

Per:
Authorized signing officer

Corporation of the Municipality of Trent Hills

Per: *ROBERT GATEWAY*
Authorized signing officer

Per: *DOUG KWIN, CLERK*
Authorized signing officer

I hereby certify, this being a true and correct copy
this 24th day of September, 2019

Nancy MacDonald
Nancy MacDonald, Manager of Legislative Services/Clerk
County of Northumberland