

**THE CORPORATION OF THE TOWNSHIP OF FARADAY**

**BY-LAW NO: 24-2011**

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

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

**NOW THEREFORE** the Council of the Township of Faraday hereby enacts as follows:

1. That the Reeve and the Clerk be and are hereby authorized to execute an  
An agreement with the Corporation of the Township of Wollaston under  
The terms and conditions set out in said agreement hereto annexed and forming  
Part of this By-Law.
2. This By-Law shall come into force and take effect on the 1<sup>st</sup> day of August, 2011,  
and that all former By-Laws governing such matters are hereby repealed.

Read a First, Second, and Third time, and passed on this the 6<sup>th</sup> Day of July, 2011

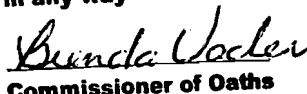


C. A. Tinney - Reeve



Brenda Vader - Clerk

I certify this to be a  
true copy of the  
original document that  
has not be altered  
in any way



Commissioner of Oaths  
Township of Faraday

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF FARADAY**

**OF THE FIRST PART**

-and-

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

**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. 2001, 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 Wollaston 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 Wollaston shall hereby agree to share the series 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 Wollaston 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 Wollaston on the following day: Wednesday afternoon during regular office hours.

5. That the Chief Building Official shall be in the Township of Faraday on the following days: Monday, Tuesday, Thursday and Friday during regular office hours.
6. Notwithstanding Section 4 and 5, the 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<sup>st</sup>, 2012
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 August 1, 2011.

*remove  
as per  
memorandum  
Sept/11 CSF*

**IN WITNESS WHEREOF** the said Corporations have hereunto affixed their Corporate Seal attested by the hands of the proper signing authorities this the 6<sup>th</sup> day of July, 2011.

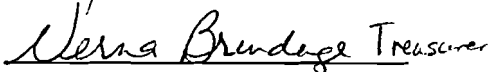
**THE CORPORATION OF THE  
TOWNSHIP OF FARADAY**

**THE CORPORATION OF THE  
TOWNSHIP OF WOLLASTON**

  
C. A. Tinney - Reeve

  
D. McCaw - Reeve

  
B. Vader - Clerk

 Treasurer / Deputy Clerk  
per C. FitzSimons - 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) and \$50.00 per hour for additional inspection outside the ½ day Wednesday plus \$25.00 per month for Cell Phone. This applies for the year 2011.
- b) Invoices will be issued monthly by the Township of Faraday to the Township of Wollaston.