

THE CORPORATION OF THE TOWNSHIP OF LIMERICK
BY-LAW NUMBER 2011-14

Being a by-law to authorize the execution of an Agreement
between the Corporation of the Township of Faraday
and the Corporation of the Township of Limerick, hereinafter described
and to Authorize the Township to execute an Agreement drawn
under Schedule "A" attached hereto

WHEREAS the Council of the Corporation of the Township of Limerick proposes to enter into an Agreement with the Corporation of the Township of Faraday dated The 4th of October 2011 in the form hereto attached, respecting an agreement as Drawn under Schedule "A" hereto attached.

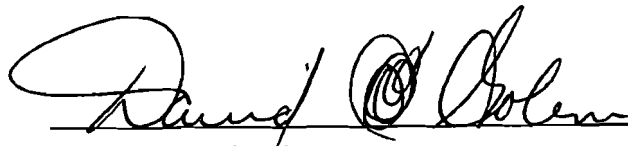
NOW THEREFORE the Council of the Corporation of the Township of Limerick hereby Enacts as follows:

1. THAT the Reeve and Clerk of this Township are hereby authorized and empowered on behalf of the Township of Limerick to execute the Agreement as drawn under Appendix "A" hereto attached and entered into between this Township and the Township of Faraday, and to affix the corporate seal of the Township thereto.
2. THAT this By-law shall come into force and take effect on October 4th, 2011 pending acceptance by the Council of the Township of Faraday.

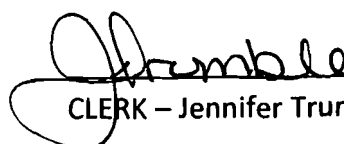
READ a First time this 4th, day of October 2011.

READ a Second time this 4th day of October 2011.

READ a Third Time and finally passed this 4th day of October, 2011.


REEVE – David Golem

SEAL


CLERK – Jennifer Trumble

29860A-B Hwy. 28 South
Bancroft, Ontario
K0L 1C0



NOV 24 2011

Office: (613) 332-3638
Roads: (613) 332-1935
Bldg. Dept.: (613) 332-3006
Fax: (613) 332-3006

November 21, 2011

Township of Limerick
89 Limerick Lake Road
R. R. # 2
Gilmour, Ontario
K0L 1W0

Attention: Jennifer Trumble
Clerk-Treasurer

RE: Building Services Agreement for 2011

Please find attached hereto as per your request a copy of the Agreement for the Provision of Building Services for the year 2011 dually executed by the Reeve and the Clerk.

I trust that you will find everything in order. However should you require clarification on anything please do not hesitate to contact me at 613-332-3638.

Yours truly

Brenda Vader, AMCT, CEMC
Clerk-Treasurer
Township of Faraday

attachment

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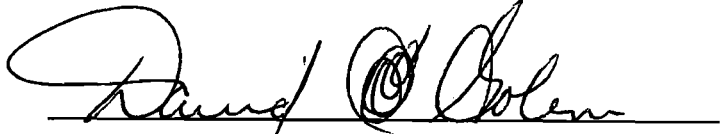
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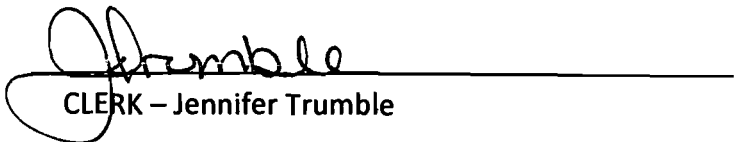
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This photocopy is a true copy
of the original document which
has not been altered in any way.
Jennifer Trumble - Clerk
TOWNSHIP OF LIMERICK
Trumble - 2011/11/17

APPENDIX "A"

THIS AGREEMENT MADE THIS DAY OF , 2011

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.

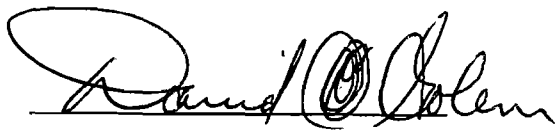
6. Notwithstanding Section 4 and 5, Chief Building Official may answer questions and conduct inspections in either of the municipalities, party to this agreement, at any time while employed under the terms of this agreement.
7. That each municipality will receive all applications and retain all fees 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, 2012.
10. That this agreement may be terminated thrée (3) months after the giving of notice by either party to the other parties by registered mail.
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 September 9, 2011.

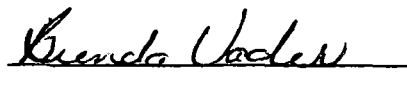
IN WITNESS WHEREOF the said Corporations have hereunto affixed their Corporate Seal attested by the hands of the proper signing authorities this the day of
, 2011

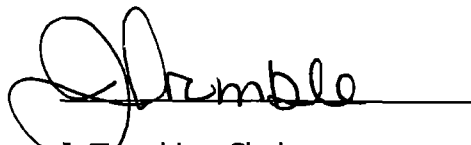
**THE CORPORATION OF THE
TOWNSHIP OF FARADAY**

**THE CORPORATION OF THE
TOWNSHIP OF LIMERICK**


C. A. Tinney - Reeve


D. Golem - Reeve


B. Vader - Clerk


J. Trumble - Clerk

This photocopy is a true copy
of the original document which
has not been altered in any way.
JENNIFER TRUMBLE - CLERK
TOWNSHIP OF LIMERICK
Trumble - NOV. 17/2011

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-and-

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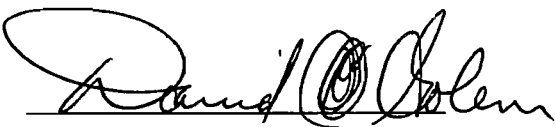
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7. That each municipality will receive all applications and retain all fees for building permits issued in the respective municipality.
8. That the Chief Building Official's responsibilities will be set out in each municipality's Appointment By-Law.
9. This agreement shall be re-negotiated on or before January 1, 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.
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 September 9, 2011.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their Corporate Seal attested by the hands of the proper signing authorities this the day of
, 2011

**THE CORPORATION OF THE
TOWNSHIP OF FARADAY**

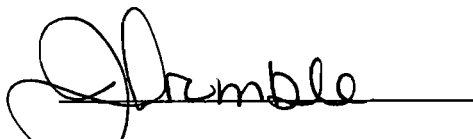
**THE CORPORATION OF THE
TOWNSHIP OF LIMERICK**

C. A. Tinney – Reeve



D. Golem – Reeve

B. Vader – Clerk



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) and \$50.00 per hour for additional inspections outside of the 1/2 Friday 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 Limerick.