

Schedule "A" By-Law 2026-011

**SHARED CHIEF BUILDING OFFICIAL / BUILDING INSPECTOR / PROPERTY
STANDARDS BY-LAW OFFICER SERVICES AGREEMENT**

THIS AGREEMENT made in triplicate as of the 9th day of July, 2026.

BETWEEN:

The Corporation of the Township of Papineau-Cameron
having its principal office at
4861 Highway 17, PO Box 630 Mattawa, ON P0H 1V0
(herein after called "Papineau-Cameron")

OF THE FIRST PART

AND

The Corporation of the Municipality of Calvin
having its principal office at
1355 Peddlers Drive, Mattawa, ON P0H 1V0
(herein after called "Calvin")

OF THE SECOND PART

AND

The Corporation of the Municipality of Mattawan
having its principal office at
947 Hwy 533, PO Box 610, Mattawa, ON P0H 1V0
(herein after called "Mattawan")

OF THE THIRD PART

WHEREAS Section 3 (1) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality is responsible for the enforcement of this Act in the municipality, except where otherwise provided by this Act;

AND WHEREAS Section 3 (2) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 3 (3) of the Ontario Building Code Act, S.O. 1992, c.23 as amended, states that the councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors;

WHEREAS the parties hereto have agreed to the terms by which they will participate in the operation of a Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer;

THAT in consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1.0 CONTRACT TERM

The term of this Agreement shall be 4 years, commencing June 27, 2026 and ending June 26, 2030.

2.0 PARTICIPATION OPERATING COSTS & REVIEWS

The objective of the parties is to participate in the operating costs of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer in direct proportion to the use of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer by each of the parties by a percentage measurement in the attached Schedule “A” and of the following:

Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer employment operation expenses include, but not limited to the following:

- Salary
- Vacation Pay
- Annual Cost of Living Adjustment
- Government Employment Insurance
- Government Canada Pension Plan
- WSIB (Workplace Safety Insurance Board)
- Government Employer Health Tax
- Employee Pension Plan
- Employee Health Benefits Plan
- All of the above for an individual for Succession Planning

Percentage Measurement by:

- Three year average of the most current number of Annual Households in each separate Municipality.
- Three year average of the most current number of Annual Building Permits issued in each separate Municipality.
- Three year average of the most current number of Annual Building Values in each separate Municipality.
- Three year average of the most current number of Annual Property Assessment Value (less exempt assessment) in each separate Municipality.
- Property Standards participation.
- Host Municipality, 5% reduction for administration service.

The parties therefore agree that their participation in operating costs shall be using the averages of years 2023/2024/2025 attached as Schedule “A” being as follows:

a) Township of Papineau-Cameron	47.28%
b) Municipality of Calvin	32.42%
c) Municipality of Mattawan	20.29%

Using the percentage measurement in the attached Schedule “A”, the percentages shall be re-analyzed by each parties Council’s at the end of each calendar year December 31, and the new percentages shall apply for the successive calendar year approved by each parties Council Motion/Resolution.

3.0 HOST MUNICIPALITY

The parties agree that the host Municipality shall be The Corporation of the Township of Papineau-Cameron and shall be the employer of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

4.0 ADMINISTRATION SERVICE

The parties agree that the host Municipality shall have a 5% reduction on the participation percentage measurement for providing administration items and service such as cell phone, payroll, human resources, human resources insurance, etc.

5.0 MUNICIPAL CONTRIBUTION LEVY

The parties agree that each Municipality shall issue monthly levy payments to the Host Municipality.

6.0 TRAVEL EXPENSES

The parties agree that any travel expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own travel expenses.
- b) Calvin to pay their own travel expenses.
- c) Mattawan to pay their own travel expenses.

7.0 EDUCATION EXPENSES

The parties agree that any required education training, licensing, and seminar/workshop expenses relating to building department service, enforcement and property standards, shall be paid by the parties in accordance with the approved percentage measurement cost sharing.

8.0 INSURANCE

The parties agree that any insurance claims in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- b) Calvin shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- c) Mattawan shall provide and pay for its own building department insurance coverage expenses and insurance claims.

In addition, each party shall during the term of the agreement have the other parties included as “additional named insured” for only in respect of and during the services performed under this and cross liability insurance is to be provided.

9.0 LEGAL EXPENSES

The parties agree that any legal expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own legal expenses.
- b) Calvin to pay their own legal expenses.
- c) Mattawan to pay their own legal expenses.

10.0 MANAGEMENT COMMITTEE

Role

The Management Committee is an Advisory Body, whose mandate is to oversee the terms and conditions of this agreement.

Membership

Each Municipality shall appoint one member of Municipal Council.

Chairperson

The chairperson shall be rotated on the basis of a 1 year term. The rotation shall be made by a draw of names to determine the order of rotation.

Minutes of Meetings

The host Municipalities Administrator shall keep a copy of all minutes of the meetings of the Management Committee. The host municipalities administrator shall circulate one copy to each participating municipality.

Meetings

One meeting will be held each year. The management committee has the option of calling additional meetings as required.

Location of Meetings

Meetings are to be held at the host municipality’s administration office. The Management committee has the option to determine a different location of a meeting as required.

Resolution of Problems

If a problem should arise, the committee would address the joint inter-municipal councils that are participating in this agreement. Upon completing this procedure, the disputing municipality or municipalities, may request arbitration.

11.0 AGREEMENTS & AMENDMENTS

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

12.0 TERMINATION

If either party wishes to terminate this agreement, that party may do so by giving the other parties at least 60 days written notice, by registered mail, its intention to terminate.

13.0 ARBITRATION PROVISIONS

In the event that the parties hereto are unable to agree as to the interpretation or implementation of any of the terms of this Agreement and all matters associated with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer, then the matter in dispute shall, on written notice by any party, be determined by Arbitrations.

The parties shall agree upon an Arbitrator, and if they are unable to agree within 30 days of Notice from either party, then each party shall appoint an Arbitrator within 15 days and the 2 Arbitrators so appointed shall appoint a third Arbitrator within the following 15 days.

The decision of the Arbitrator or Arbitrators as the case may be, shall be final and there shall be no appeals on questions of law or mixed fact and law. In all other respects, the provisions of the Arbitration Act of Ontario, 1991, as amended, shall apply.

The cost of Arbitration shall be part of the operational expenses of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Township of Papineau-Cameron on the _____ day of _____, 2026,
by By-Law No. _____

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

MAYOR

CAO/CLERK-TREASURER

By the Municipality of Calvin on the _____ day of _____, 2026,
by By-Law No. _____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

MAYOR

CLERK-TREASURER

By the Municipality of Mattawan on the 9th day of July, 2026,
by By-Law No. 2026-011

THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

MAYOR

CLERK-TREASURER