

## **Chief Building Official Services Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between:

**The Corporation of the Township of Havelock-Belmont-Methuen**

Hereinafter called "Havelock-Belmont-Methuen"  
Of The First Part

-and-

**The Corporation of the Township of Douro-Dummer**

Hereinafter called "Douro-Dummer"  
Of The Second Part

**Whereas** Section 3 (2) of the Building Code Act S.O. 1992, c.23, as amended, establishes 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 Building Code Act S.O. 1992 c.23 as amended, establishes that the Councils of two or more municipalities may enter into an agreement, providing for the joint enforcement of this Act within their respective municipalities; providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and providing for the appointment of a Chief Building Official and Inspectors;

**And Whereas** Section 3 (4) of the Building Code Act S.O. 1992 c.23 as amended, establishes that if an agreement under subsection (3) is in effect, the municipalities have joint jurisdiction in the area comprising the municipalities;

**And Whereas** Havelock-Belmont-Methuen agrees to provide the services of the Chief Building Official and Building Inspector for the purpose of administering and enforcing the Building Code Act S.O. 1992 c. 23, as amended, on an emergency basis due to vacation, illness, education leave or other such absence, including projects which would present a conflict of interest;

**Now Therefore Be It Resolved** that in consideration of mutual covenants hereinafter set out, the parties hereto agree as follows:

1. John Smallwood or who so ever holds the appointed position of Chief Building Official with Havelock-Belmont-Methuen is hereby appointed as Acting Chief Building Official for Douro-Dummer, on a temporary part-time basis in the absence of Douro-Dummer's Chief Building Official, due to vacation, illness, education leave

- or other such absence, including projects which would present a conflict of interest.
2. Brian Fawcett or who so ever holds the appointed position of Chief Building Official with Douro-Dummer is hereby appointed as Acting Chief Building Official for Havelock-Belmont-Methuen, on a temporary part-time basis in the absence of Havelock-Belmont-Methuen's Chief Building Official, due to vacation, illness, education leave or other such absence, including projects which would present a conflict of interest.
  3. Parties to the Agreement shall be reimbursed at the actual cost incurred by the respective municipality for the services performed to the other Party.
  4. Both Parties agree that this Agreement may be terminated by either Party for any reason at any time with the giving of thirty (30) days written notice to the other Party.

Signed, Sealed & Delivered

**The Corporation of the Township of  
Havelock-Belmont-Methuen**

\_\_\_\_\_  
Name:  
I have the authority to bind the Corporation  
(where applicable)

\_\_\_\_\_  
Name:  
I have the authority to bind the Corporation  
(where applicable)

**The Corporation of the Township of  
Douro-Dummer**

Per: \_\_\_\_\_  
Mayor – J. Murray Jones

Per: \_\_\_\_\_  
Acting Clerk – Martina Chait-Hartwig