

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

THIS AGREEMENT MADE:

BETWEEN:

**The Corporation of the Municipality of Killarney
The Corporation of the Municipality of Markstay-Warren
The Corporation of the Municipality of St.-Charles**

AND:

The Corporation of the Municipality of French River

WHEREAS the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles deems it desirable to share a Building Department and By-law Enforcement Department (henceforth known as Sudbury East Building and By-law Services (SEBBS);

AND WHEREAS the Municipalities of Killarney, Markstay-Warren and St.-Charles wish to share the provision of Building Code administration and By-law Enforcement including Animal Control from the Municipality of French River;

NOW THEREFORE it is agreed between the parties as follows:

1. TERMS

- 1.1 The term of this agreement shall be for a period of five (5) years commencing on April ** 2024 until December 31, 2028.
- 1.2 Throughout this agreement, unless specifically described otherwise, the collective members of this agreement which include the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles shall be known as the **Member Municipalities**.
- 1.3 Throughout this agreement unless specifically described otherwise, the Municipality of French River shall be known as the **Managing Municipality**.
- 1.4 Throughout this agreement unless specifically described otherwise, the CAO shall mean the most senior management position or its designate of Member Municipalities.

2. BUDGET

- 2.1 The SEBBS budget will be submitted by the Director annually for review by the CAO and Treasurer of the Member Municipalities by December of the preceding budget year for discussion and to gain the support of each member.

- 2.2 This budget will be presented by the CAO to their Municipality for discussion by March 31 of that budget year.
- 2.3 Member Municipalities hereby agrees that execution of this agreement constitutes a delegation of its respective Council’s approval authority for the budget to the CAO of the Member Municipalities. Member Municipalities shall have an equal vote with respect to approval of the budget and will work to reach a minimum 75% consensus of support on or before January 31st or by a date that is agreed upon by all Member Municipalities that shall be no later than Feb 28th of the budget year. Once a minimum ¾ consensus is reached, the CAO will present the budget to each Municipality as a part of each Member Municipality’s budget deliberation.
- 2.4 In the event that the annual SEBBS budget is not supported as described in Section 2.3, any Member Municipality **may take steps to terminate the agreement shall be terminated**, and appropriate notice and/ or termination fees or any other applicable fees shall be paid as per Section 7 of this agreement.

~~3. THIRD YEAR REVIEW OF AGREEMENT~~

- ~~3.1 In September of the third year of the agreement (2024) the CAO or designate of the Managing Municipality will call a SEBBS committee meeting (to be made up of the CAO or Clerk/Treasurer, one council member from each municipality and the CBO to review any possible issues.~~
- ~~3.2 The members of the committee and their CAO or Clerk/Treasurer will present the agreement with reviewed changes with their respective councils with a decision to continue with or cancel the agreement due by December 31, 2024.~~
- ~~3.3 In the event that the agreement is not approved on or before December 31, 2024 by all Member Municipalities, the agreement will be terminated, and appropriate notice and/ or termination fees or any other applicable fees shall be paid as per Section 7 of this agreement.~~

4. COSTS AND BILLING

- 4.1 The budget for each year of this agreement will be produced as described in Section 2.
- 4.2 The Managing Municipality shall be paid by Member Municipalities using the following calculation:

$$\text{IMM/TMM} = \% \text{ of SEBBS}$$

IMM = individual member municipality total number of roll numbers as reported by the Municipal Property Assessment Corporation (MPAC)

TMM = the total of all Member Municipalities roll numbers as reported by MPAC.

% of SEBBS = the amount paid by Member Municipalities to the Managing Municipality for their share of the shared service budget.

- 4.3 The % of SEBBS paid by Member Municipalities for this shared service will vary from year to year based on the calculations described in Section 4.2 of this agreement.
- 4.4 The initial calculation for budgeting purposes based on calculations described in Section 4.2 of this agreement shall be supplied to Member Municipalities by January of the current budget year. The most up to date number of roll numbers reported by MPAC in the current year shall be used for that calculation.
- 4.5 **The Treasurers of Member Municipalities are responsible for providing the number of roll numbers reported by MPAC to the of the Managing Municipality's Treasurer.**
- 4.6 Member Municipalities will be billed **25% of their % of SEBBS** on a quarterly basis (billed in April, July, October of the current year, and January of the following year) based on the calculations described in this section. These calculations will be the responsibility of the Managing Municipality's Treasurer to verify, circulate and collect.
- 4.7 The Director is responsible for providing information as required to the Managing Municipality's Treasurer.
- 4.8 Any unspent funds in each budget year to be placed into reserve for future spending shall be presented for discussion to Member Municipalities in the final CAO's meeting of the year.
- 4.9 Any funds approved to be held in reserve shall be collected by the Managing Municipality and held **under specific operational or capital reserves.**
- 4.10 A year-end adjustment invoice or refund shall be made for any underpayments or overpayments made based on actual costs.
- 4.11 The year end adjustment invoice will be supplied to Member Municipalities by the end of January of the following calendar year.
- 4.12 The Director will provide budget vs. actual reporting to the CAOs and Treasurers on a quarterly basis.
- 4.13 The Managing Municipality may subcontract any part of the services described in this agreement within expected service levels and budget.
- 4.14 If numbers are audited and found to be in error, any refund or additional costs will be immediately reported and added to the year-end adjustment invoice of that current year. If errors are found after the following year's year-end adjustment invoice, any cost is to be borne by the Member Municipality that was responsible for the error unless otherwise decided by the CAO.

5. FEES COLLECTED

- 5.1 All building permit fees and by-law fines, licencing fees, administrative monetary penalties or any other fee collected shall be collected **and retained** by Member Municipalities having jurisdiction over the collected fees.
- 5.2 **The Director will review and propose amendments to fees, fines, penalties, licensing fees, administrative monetary penalties or any other fee, when appropriate or as directed by policy or legislation.**

6. SALE OR REALLOCATION OF SHARED RESOURCES

- 6.1 The Treasurer of the Managing Municipality will take any profit or loss from the disposition of any asset which was paid for by the Member Municipalities under the SEBBS agreement and disburse the proceeds or allocate the loss based on the average cost recovery rate for each Municipality for the duration of the use of the asset being disposed of.
- 6.2 Should any of the Member Municipalities choose to leave the SEBBS agreement or should the SEBBS agreement as a whole dissolve, any unspent funds set aside in reserve shall be returned by the Managing Municipality to the Member Municipalities at the average cost recovery rate that the Member Municipalities paid during the contribution period for remaining reserve funds.

7. TERMINATION OF AGREEMENT – NOTICE OF TERMINATION AND APPLICABLE FEES

- 7.1 In the event that any of the Member Municipalities should choose to terminate their membership to SEBBS prior to the expiration of the agreement, a notice period of one year shall be required. During that time the Municipality that is terminating their membership will be required to pay their % of SEBBS as calculated by this agreement and their portion of any additional fees such as severance owed to staff that may no longer be required.

The Municipality that is terminating their membership will continue to receive services as outlined in this agreement during the notice period.

~~7.1.1 If the termination occurs before the budget is presented in 2024, the termination fee will be the balance of the remaining agreed upon proposed budget up to the end of 2024 (Schedule A).~~

~~7.1.2 If the termination occurs after the budget is presented in 2024 at the three-year negotiation mark, no termination fee will be charged but a notice period of one year will be required.~~

~~7.1.3 If the termination occurs after the three-year negotiation point has passed with an agreement from all parties and before the end date of the agreement (December 31, 2026) the termination fee will be the remaining agreed upon proposed budget (Schedule A).~~

~~7.1.4 If the termination occurs during the final year of this agreement (2026), no termination fee will be charged but a notice period of one year will be required.~~

7.2 In the event that any of the Member Municipalities should choose to terminate their membership, that Municipality shall return all shared equipment required to provide services supplied by any other Municipality and shall pay any outstanding fees owing and will be reimbursed any funds owing to them.

7.3 The terminating Municipality shall provide the Managing Municipality with written notice to terminate their membership in the agreement.

7.4 In the case where the Managing Municipality chooses to terminate the agreement prior to the expiration of the agreement, the Managing Municipality must provide written notice to the Member Municipalities and must follow the provisions of this section.

8. SHARED SERVICES

8.1 The Managing Municipality shall provide the following services to SEBBS:

- a) The CAO or designate will be responsible for responding to any complaints and/or human resources issues directed toward the Director.
- b) All payroll and administration directly related to paying SEBBS staff.
- c) The Treasurer or designate shall prepare quarterly documents, pay for and track any shared spending, calculate percentage billing, invoice Member Municipalities and collect payment for SEBBS services.

8.2 The SEBBS Human Resources Structure will include the following staffing resources and as outlined in the Organization Chart in Schedule 'H':

- a) The Director will execute their duties of overseeing the administration and execution of the SEBBS Agreement as per the job description in Schedule 'A';
- b) The Chief Building Official (CBO) will oversee the administration and execution of the Building Department services as per the job description in Schedule 'B';
- c) The Manager of By-law Services will oversee the administration and execution of the By-law Department services as per the job description in Schedule 'C';
- d) The Building Inspector will provide building department services as per the job description in Schedule 'D';

- e) The Building/By-law Clerk will provide administration services as per the job description in Schedule 'E';
- f) The Senior Municipal Law Enforcement Officer will execute their duties as per the job description in Schedule 'F';
- g) The Junior Municipal Law Enforcement Officer will execute their duties as per the job description in Schedule 'G'.

8.3 The Director along with Member Municipality Clerks will ensure that sufficient agreements are in place with local animal shelters to provide pound services to the Municipality.

~~8.3 ANIMAL CONTROL SERVICES: Will be provided by SEBBS By-Law Dept to all Member Municipalities.~~

9. TECHNOLOGY

- 9.1 All calls for Building Services will be directed to a central phone number and/or email address allowing for a consistency of service.
- 9.2 All calls or enquiries for By-law complaints will be directed to a central phone number and/or email address allowing for a consistency of service.
- 9.3 Any base membership fee to a GIS mapping or like system will be paid by each Member Municipalities.
- 9.4 Member Municipalities will have access to their GIS mapping or like system including access to their building files and by-law complaint records.
- 9.5 The Managing Municipality will pay for universal upgrades to the shared GIS system that benefit Member Municipalities that directly relate to Building and By-law services. The cost will be included in SEBBS budget.
- 9.6 The Member Municipalities shall authorize to SEBBS staff as requested by the Director to their GIS mapping or like system. Building files shall be accessible as read-only to all staff unless otherwise authorized by the CBO.
- 9.7 A SEBBS website will operate to relay relevant building and by-law information. This website will be the responsibility of SEBBS to update. Member Municipalities will link to the SEBBS website from their website.
- 9.8 Member Municipalities will maintain pages on their websites that provide specific information regarding building and by-law services that will be created on the recommendation of SEBBS

staff to ensure consistent messaging. These pages will link to the SEBBS website where appropriate.

9.9 Member Municipalities will maintain an up-to-date list of all current by-laws available on their websites.

10. RECORDS MANAGEMENT

10.1 All building permit applications will be housed in the Managing Municipality's office, electronic version available through the GIS or like system.

10.2 All issued building permit files will be filed in Member Municipalities along with an electronic version available through the GIS or like system.

10.3 All by-law investigation files will be housed under lock and key in the Managing Municipality's By-law office with an electronic version available through the GIS or like system. In the event of a termination of the shared service agreement, all physical by-law files will be delivered to their respective Municipalities.

10.4 SEBBS will maintain accurate and dependable records.

11. LEVEL OF SERVICE

- a) The CBO, the Building Inspector, Manager By-law Services and the Municipal Law Enforcement Officers (MLEO) will attend each municipal office as required to deliver services in a manner satisfactory to the Director.
- b) Normal hours of operations will be from 9 am to 4:30 pm. Should Member Municipalities, the CBO or Manager By-law Services or residents request services outside of those hours of operation it will be at the discretion of the CBO or By-Law Manager to approve/deny and schedule the request.
- c) All building permits will be issued as per Ontario Building Code (OBC) as amended standards. All building inspections will be scheduled as per OBC standards.
- d) All By-law complaints will be investigated as per each Municipality's current Complaint Policy.
- e) Any other required inspection will be scheduled depending on the expectations of the licencing program or other program.

12. MEMBER MUNICIPALITIES RESPONSIBILITIES

12.1 Under Section 7 of the Ontario Building Code Act (OBCA) as amended, all Ontario Municipalities are required to establish a Code of Conduct. It is the responsibility of Member Municipalities and the Managing Municipality to ensure that an established Code of Conduct is in place in their

respective areas of jurisdiction. The requirements of a Code of Conduct shall be spelled out in the Municipality's Building By-Law as amended and shall be in compliance with the OBCA as amended.

12.2 Member Municipalities may have to perform some administrative work from time to time which will be comparable to the work levels that already exist in each office. Some of these tasks would include, but would not be limited to:

- providing SEBBS contact information and website details to residents;
- accepting building permits, plans and building permit fees and ensuring that they are passed onto the SEBBS department
- **accepting licensing applications;**
- accepting building search requests, forwarding them to SEBBS, receiving them from the department and submitting them to the proper requesting authority;
- receiving Sewage System Approvals from the Authority having jurisdiction;
- accepting paper copies of building permit applications or directing residents to submit them electronically;
- **directing by-law complaints to the SEBBS phone number or email;**
- accepting and coordinating payment as directed by SEBBS staff, and alerting SEBBS staff when payment has been made;
- directing all building and zoning inquires to SEBBS;
- supplying residents with paper copies of building permits or licensing applications as supplied by SEBBS;
- printing out documents that cannot otherwise be delivered in a timely fashion;
- providing information to SEBBS staff in the field if required (bylaw details, address numbers, pictures of plans, other property file info); and
- ensuring that 911 numbering system is up-dated in a timely manner.
- **filing and accepting payment and providing appeal information for Administrative Monetary Penalties**
- **filing and accepting payment for Parking Tickets**
- **entering and accepting payment for dog tags**
- **other tasks as directed**

13. GENERAL PROVISIONS

~~13.1 The Managing Municipality provides the CAO as an operational contact that shall act as liaison between the Municipalities CAO's, and the Director. This shall address daily and immediate needs and concerns of any operational situations.~~

~~11.* The Managing Municipality provides the CAO or designate as human resources contact and shall act as a liaison between any resident that has a complaint about the actions of the Director.~~

13.2 The CAO, Clerk and/or Treasurer of Member Municipalities shall participate in at least one meeting per quarter chaired by the Director (known as the CAO's Meeting). The objectives of

these meetings will be to address issues arising from the performance of this agreement, ~~and~~ to discuss the degree of satisfaction of all parties ~~and to review quarterly budgets~~. Other meetings may be called by any party by contacting the Director.

- 13.3 The daily operation of SEBBS will be the responsibility of, and under the direction of, ~~the Director under the guidance and with support from the Managing Municipality's CAO or designate~~.
- 13.4 The Director will provide quarterly reporting to the Councils of the Member Municipalities.
- 13.5 This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 13.7 Any notice required or permitted by this agreement to be given by the parties hereto shall be in writing or electronic form (through email) to the CAO of the Member Municipalities and the Director and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- 13.8 All clause headings are for ease of reference only and shall not affect the construction or interpretation of this agreement.
- 13.9 If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severed from the remainder of this agreement for the purpose only of the particular proceeding. This agreement will, in every other respect, continue in full force and effect.
- 13.10 The invalidity or unenforceability of any provision or part of any provision of this agreement shall not affect the validity or enforceability of any other provision or part of any provision hereof.
- 13.11 This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- 13.12 The parties hereto agree that any dispute, be it of fact, law or a mixed question of fact and law, which may arise as a result of this agreement shall be referred to and resolved by a mutually agreeable single arbitrator, pursuant to the provisions of the Arbitration Act, 1991 and amendments thereto. The costs of such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator. If a party herein commences a proceeding in respect of a matter to be submitted to arbitration under this agreement, the court in which the proceeding is commenced shall, on the motion of the other party to this agreement, stay the proceeding.

14. **RELEASE OF LIABILITY**

- 14.1 Member Municipalities shall appoint by By-law, a CBO, Building Inspector and MLEOs designated by SEBBS as the person(s) who will provide the services in their respective municipality under the OBC Ontario Building Code Act as amended and for By-law Enforcement.
- 14.2 The Member Municipalities agree that SEBBS is not a separate legal entity. The CBO, Building Inspectors and MLEOs appointed within each respective municipality pursuant to the agreement shall be responsible only for those acts taken within Member Municipalities.
- 14.3 Member Municipalities agree that any equipment or files either transported or stored in any municipality's offices or grounds, will be the responsibility of SEBBS staff to ensure its safe storage and use, and that no liability will be placed on any one municipality housing such equipment or files in the event of damages that may occur due to unforeseen circumstances.
- 14.4 The Member Municipalities hereto agree to accept all liability for any costs, claims, judgments, suits, charges, or actions made or recovered against it resulting only from those acts occurring within each member municipality, by the separately appointed CBO, Building Inspectors and MLEOs pursuant to the agreement.
- 14.5 The Member Municipalities hereto shall be held harmless and indemnified from any claims and costs occurring outside their municipality.
- 14.6 The Member Municipalities further agree that each party accepts sole responsibility for any claims, demands or obligations for services performed under this agreement within their separate municipal jurisdictions without expectation of contribution or indemnity from any other party.
- 14.7 Further, the Member Municipalities shall ensure that they have sufficient insurance for the work done by the contracted services of SEBBS.

IN WITNESS WHEREOF the Member Municipalities have hereunto affixed its Seal duly attested to by its proper officers in that behalf.

Municipality of Killarney

Michael Rider - Mayor

Candy Beauvais - Clerk

Municipality of French River

Gisele Pageau - Mayor

Melanie Bouffard - Clerk

Municipality of St.-Charles

Paul Branconnier - Mayor

Tammy Godden - Clerk

Municipality of Markstay-Warren

Steven Olsen - Mayor

Kim Morris - Clerk

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'A' - Job Description
Director of Sudbury East Building & By-law Services (SEBBS)**

POSITION TITLE: Director of SEBBS (Director)
REPORTS TO: CAO of Managing Municipality for Human Resources
SUBORDINATE POSITIONS: CBO, Manager By-law Services, Building/By-law Clerk

1) Position Summary:

Manages, administers, and provides planning for the Building and By-law Shared Service Agreement between all Member Municipalities. Works within prevailing legislation, regulations and the municipality's administrative policies and principles as applicable.

2) Responsibilities and Activities:

- a) Participates in the periodic evaluation of the Building and By-law Departments. Provides necessary analysis of plans, policies and provides advice and guidance with the Director & CAO to Council in an effort to maintain an economical and efficient operation at the desired level of service.
- b) Develops and maintain standard operating procedures and policies within the Shared Building and By-law Services (SBBS) framework and across departments, ensuring consistency and compliance with regulatory requirements (e.g., driveway numbering, Complaint Policy).
- c) Coordinate the implementation of by-laws across all participating municipalities, ensuring uniformity in enforcement practices and adherence to legal standards.
- d) Reviews and maintains accurate and up-to-date record keeping for the Department.
- e) Monitors departmental performance against established goals and objectives, conduction regular evaluations and implementing corrective actions as needed to improve efficiency and effectiveness.
- f) Drafts operating and capital budgets of Departments for presentation to Council; discusses plans, priorities and costs with the CAOs and CAO/Clerks and considers alternative methods of achieving objectives for services under their control.
- g) Exercises financial control of the Department in terms of approved budgeted expenses. Responsible for reviewing the purchases of goods and services within the Managers authorized limits under the Municipality's purchasing policies and tendering procedures.
- h) Manages and administers service contracts for the Departments. Responsible for the periodical review of contract services, tendering service contracts, and recommending the use of suppliers and service firms.
- i) Supervises the work of outside contractors and trades people relating to the Department.
- j) Oversees and ensures the appropriate utilization of the Departments vehicles, equipment and tools in accordance with the municipality's practices and policies.
- k) Develops and maintains a thorough working knowledge of the Municipalities' policies and procedures and keeps staff informed of policies that affect them.

- l) Provides training and guidance to office administration staff on new procedures and regulations related to building and by-law services, fostering a culture of continuous learning and professional development.
- m) Ensures compliance with the Occupational Health and Safety Act and Municipal Health and Safety Workplace Programs. Develops and assists in the implementation of health and safety training as required.
- n) Responds promptly to inquiries and investigates complaints from the public with regards to the operation of the shared service.
- o) Reviews and recommends for consideration all matters of business to be included on the Council Agenda. Attends meetings of Council and Committees of Council when reporting to Council on any departmental subject under discussion, at the request of the any member municipality CAO.
- p) Collaborate with internal and external stakeholders, including CAOs, Clerks, Council members, and community groups, to address concerns, solicit feedback, and promote transparency and accountability in service delivery.
- q) Performs other related duties as assigned within the general scope of the job description.
- r) Provides regular reports to the CAOs as per the Shared Service Agreement on the general operations under their control.
- s) Recommends to Council in conjunction with SEBBS_staff and Member Municipality Clerks, the drafting of municipal policies, by-Laws, and set fines.
- t) Maintains knowledge and skill at a high level by taking advantage of training opportunities offered through seminars, conferences, briefing sessions and selected reading.

3) Personnel Administration:

- a) Manages evaluates, suspends and disciplines employees under their direction, in accordance with Municipal Policies and procedures outlined in the collective agreements.
- b) Responsible for recommending the hiring, dismissal, compensation and promotions of employees, under their direction, subject to Municipal Policies and procedures.

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'B' - Job Description
Chief Building Official**

POSITION TITLE: Chief Building Official (CBO)
REPORTS TO: Director of Sudbury East Building & By-law Services
SUBORDINATE POSITIONS: Building Inspectors and Building/By-law Clerk

1) Position Summary:

Contributes to the safety and well-being of the residents and visitors to the Sudbury East area through the administration and enforcement of the Ontario Building Code Act, Ontario Fire Code, Planning Act, Municipal Act, Property Standards By-Law, and other related By-Laws and legislation.

2) Responsibilities and Activities:

- a) Required by legislation (The Ontario Building Code Act and Regulations) to enforce the Ontario Building Code Act by conducting physical inspections of buildings;
- b) Administers and enforces the Zoning Bylaw;
- c) Processes building permit applications (Ontario Building Code Act and Municipal By-Laws); receives and reviews applications; discusses applications with property owners and/or their representatives; explains the content and intent of the Ontario Building Code;
- d) Reviews building plans, conducts regular inspections, and/or directs the Building Inspector in the review of building plans and/or inspection procedures/requirements;
- e) Performs detailed site inspections to ensure construction is in compliance with the Ontario Building Code and associated regulations and guidelines;
- f) Issues various Orders as required under the Ontario Building Code Act for non-compliance; prepares written orders, and documents the reasons for their issue;
- g) Review and comment on planning and development related applications (i.e. Site Plan, Minor Variance, Zoning By-Law Amendment, etc.) and responds to other requests for information such as special occasion permits, questionnaires, surveys, etc. related to Ontario Building Code related matters;
- h) Assists Fire Chief and Deputy Fire Chiefs with respect to Fire Code inspections and enforcement;
- i) Prepares quarterly reports for Council;
- j) Responds to lawyer inquiries concerning building, zoning and drainage matters;
- k) Reviews all applicable By-Laws, agreements, regulations prior to issuance of permits;
- l) Reviews plans and specification for the issuing of building permits;
- m) Issues building permits; and
- n) Issues final and occupancy certificates.

Plumbing Inspector Duties

- o) Inspection and enforcement of Ontario Building Code, Part 7 (Plumbing).
- p) Reviews plumbing plans for compliance with regulations of the Ontario Building Code.

- q) Conducts on-site inspection of plumbing installations.
- r) Conducts on-site inspection on in floor Hydronic installations.
- s) Issues various Orders as required under the Ontario Building Code for non-compliances; prepares written orders and documents the reasons for their issue.

Property Standards Officer Duties

- t) Designated as Property Standards Officer under legislation for purposes of enforcing the Municipality's Property Standards By-Law.
- u) Maintains accurate and detailed records and ensures adherence to all statutes, regulations, by-laws and other applicable policies and procedures.
- v) Investigates property standards complaints
- w) Investigate structural integrity of buildings with respect to occupancy.
- x) Issues orders relating to OBC

Zoning Officer Duties

- y) Reviews and comments on planning applications when required.
- z) Discusses and clarifies planning rules and regulations with ratepayers, builders, developers, etc.
- aa) Recommends policy procedures and updates and changes to the Zoning By-law and Official Plan to Director of Planning and Development and Council on planning and development matters.

Other Duties

- bb) Works with the Director of Planning, Fire Department and Chief Administration Officers/ or Clerk/ Treasurers and Councils to help ensure efficient and effective procedures and policies for new development and redevelopment within the Municipality.
- cc) Responsible for administration and liaison duties as they pertain to the foregoing responsibilities:
- dd) Develops and recommends policy on the performance of building inspection and enforcement duties.
- ee) Provides input on Operating and Capital Budgets for areas of responsibility.
- ff) Reviews and recommends fees for areas of responsibility.
- gg) Maintains an effective liaison with other staff and various Ministry representatives in the performance of responsibilities.
- hh) Maintains knowledge, skills and expertise at a high level by attending appropriate courses, training seminars, conferences and by selected reading.
- ii) Provides assistance and direction to other Municipal staff and departments with respect to facility inspections, maintenance and capital improvements of Municipal facilities.
- jj) Attend regular OBOA meetings and training sessions.
- kk) Attend site visits to assure compliance with Zoning By-Law and OBC's requirements.
- ll) Protects own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-services regarding occupational health and safety. Follows all guidelines for employees and employers as legislated under the *Ontario Occupational Health and Safety Act*.
- mm) Other related duties, as requested and required.

- nn) The foregoing description reflects the general duties necessary to describe the principal functions of the job identified and shall not be construed to be all of the work requirements that may be inherent in this classification.

DRAFT

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'C' - Job Description
Manager of By-law Services**

POSITION TITLE: Manager of By-law Services
REPORTS TO: Director of SEBBS
SUBODINATE POSITIONS: Municipal Law Enforcement Officers and Building/By-law Clerk

1) Position Summary:

Manages, administers, and provides planning for By-Law Enforcement operations and Animal Control and as provided through the SEBBS shared services agreement. Works within prevailing legislation, regulations and the municipality's administrative policies and principles.

2) Responsibilities and Activities:

- a) Manages the By-law Services operations.
- b) Participates in the periodic evaluation of the Departments. Provides necessary analysis of plans, policies and provides advice and guidance with the Director to Council in an effort to maintain an economical and efficient operation at the desired level of service.
- c) Reviews and maintains accurate and up-to-date record keeping for the Department.
- d) Drafts operating and capital budgets of By-law Departments for presentation to Council; discusses plans, priorities and costs with the Director and considers alternative methods of achieving objectives for services under their control.
- e) Exercises financial control of the Department in terms of approved budgeted expenses. Responsible for the purchases of goods and services within the Manager's authorized limits under the Municipality's purchasing policies and tendering procedures.
- f) Manages and administers service contracts for the Department. Responsible for the periodical review of contract services, tendering service contracts, and recommending the use of suppliers and service firms.
- g) Supervises the work of outside contractors and trades people relating to the Department.
- h) Oversees and ensures the appropriate utilization of the Departments vehicles, equipment and tools in accordance with the Municipality's practices and policies.
- i) Develops and maintains a thorough working knowledge of the Municipality's policies and procedures and keeps staff informed of policies that affect them.
- j) Ensures compliance with the Occupational Health and Safety Act and Municipal Health and Safety Workplace Programs. Develops and assists in the implementation of health and safety training as required.
- k) Responds promptly to inquiries and investigates complaints from the public regarding the management of By-law services.

- l) Reviews and recommends for consideration all matters of business to be included on the Council Agenda. Attends meetings of Council and Committees of Council when reporting to Council on any departmental subject under discussion, at the request of the Director.
- m) Works collaboratively with other Municipal Managers, volunteers and other organizations to ensure shared resources, effective and efficient coordination of each Department's operations, activities and programs.
- n) Performs other related duties as assigned within the general scope of the job description.
- o) Acts as Municipal Law Enforcement Officer (MLEO) in the SEBBS agreement.
- p) Enforces Municipal By-Laws and the Provincial Offences Act, including laying of charges and serving summons and subpoenas.
- q) Conducts property inspection relating to municipal By-Laws and property standards.
- r) Coordinates the prosecution of By-Law violations.
- s) Provides regular reports to the Director on the general operations under their control.
- t) Recommends to Council in conjunction with SEBBS, through the Director the drafting of municipal policies, By-Laws, and set fines.
- u) Maintains knowledge and skill at a high level by taking advantage of training opportunities offered through seminars, conferences, briefing sessions and selected reading.
- v) Provides By-law Services as per the Sudbury East Building and By-law Services (SEBBS) Agreement.

3) Personnel Administration:

- a) Manages, evaluates, suspends and disciplines employees under their direction, in accordance with Municipal Policies and procedures outlined in and out of the collective agreements.
- b) Recommends to the Director the hiring, dismissal, compensation and promotions of employees, under their direction, subject to Municipal Policies and the procedures.

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'D' - Job Description
Building Inspector**

POSITION TITLE: Building Inspector
REPORTS TO: Chief Building Official

1) Position Summary:

The inspector shall exercise powers and perform duties under the Ontario Building Code Act (OBCA) in connection with reviewing plans, inspecting construction, conducting maintenance inspections, and issuing orders in accordance with the Ontario Building Code Act.

2) Responsibilities and Activities:

- a) Required by the Ontario Building Code (OBC) and Regulations to enforce the OBC by conducting physical inspections of buildings.
 - b) Enter all inspection notes into CGIS mapping system in a timely basis to ensure proper reporting.
 - c) Processes building permit applications and ensures compliance with the OBC and applicable Municipal Bylaws; receives and reviews applications; discusses applications with property owners and/or their representatives; explains the content and intent of the OBCs.
 - d) Calculates building permit fees as per municipal bylaw.
 - e) Reviews building plans.
 - f) Obtains permit issuance from the CBO.
 - g) Performs detailed site inspections to ensure construction is in compliance with the OBC and associated regulations and guidelines.
 - h) Issues various orders as required under the OBC for non-compliance; prepares written orders and documents the reasons for their issue.
 - i) Assists Fire Chief and Deputy Fire Chief with respect to Fire code inspections and enforcement.
 - j) Reviews all applicable by-laws, agreements and regulations prior to issuance of permits.
 - k) Issues orders and infractions as necessary to aid in compliance if voluntary compliance is not achieved.
 - l) May be required to attend court if orders or infractions are challenged.
 - m) Property Standards Officer Duties
 - n) Designated as Property Standards Officer under legislation for purposes of enforcing the Municipality's Property Standards By-Law.
 - o) Maintains accurate and detailed records and ensures adherence to all statutes, regulations, by-laws and other applicable policies and procedures.
 - p) Investigates property standards complaints.
 - q) Investigate structural integrity of building versus occupancy.
 - r) Issue orders relating to OBC.
- Zoning Officer Duties
- s) Reviews and comments on planning applications when required.
 - t) Discusses and clarifies planning rules and regulations with ratepayers, builders, developers, etc.
 - u) Recommends policy procedures to Chief Building Official on planning and development matters.

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'E' - Job Description
Building/By-law Clerk**

POSITION TITLE: Building/By-law Clerk

REPORTS TO: Director of SEBBS

1) Position Summary:

This position consists of being responsible for providing administrative and clerical services in order to ensure effective and efficient operations of the Sudbury East Building and By-law Services.

2) Responsibilities and Activities:

- a) Answers telephone and responds to inquiries and/or relays calls and messages.
- b) Schedules building and licensing inspections and may provide information in relation to those inspections to the applicant.
- c) Assists in processing building permit applications and reviewing building plans and site plans to ensure compliance with Zoning By-law, calculates and collects fees; arranges for applicant(s) to meet with the CBO; receives and reviews applications; discusses applications with property owners and/or their representatives; explains the content and intent of the Building Code under supervision of the Chief Building Official.
- d) Assists in the processing of license applications under the jurisdiction of the Department.
- e) Provides information on planning rules and regulations and building permit application processes with ratepayers, builders and developers.
- f) Directs builders and rate payers to other agencies as required.
- g) Processes Part 1 & Part 2 Provincial Offences.
- h) Prepares various types of correspondence and or Orders under supervision and approval of the CBO as required under the Ontario Building Code and other bylaws for non-compliance, conducts research, prepares written orders, and documents the reasons for their issue.
- i) Assists the CBO in reviewing and providing comments on planning and development related applications (i.e. Minor Variance, Zoning Bylaw Amendments).
- j) Stamps applications and confirms zoning for septic system applications.
- k) Prepares monthly reports or supplies information as requested to agencies such as MPAC, CMHC, Stats Canada and to Council on behalf of the department and as directed by the CBO.
- l) Distributes and submits completed documents and all incoming correspondence to appropriate staff and agencies.
- m) Maintains accurate records relating to the Department including entering data into the municipal GIS database and communicating with software provider to constantly improve and tailor the system to the Department's needs.
- n) Prepares Property Searches to be reviewed and approved by the CBO.

- o) Provides, receives, records and tracks complaints from the public and forwards to appropriate department for investigation and action.
- p) Orders office supplies and equipment required by the department.
- q) Assists to maintain uniformity in the Department and Member Municipalities to strive for consistent and accurate information to the public with respect to forms, applications, website updates, correspondence, policies, regulations, and provision of services.
- r) Performs other related duties as assigned within the general scope of the job description.

DRAFT

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'F' - Job Description
Senior Municipal Law enforcement Officer**

POSITION TITLE: Senior Municipal Law Enforcement Officer
REPORTS TO: Manager of By-Law Services

1) Position Summary:

Enforce various municipal by-laws emphasizing but not limited to Animal Control, Parking Control, Property Standards, Sign Enforcement and Waste Management infractions. Will conduct regular patrols and inspections, issue Part I, Part II, Part III certificates of offence and Administrative Monetary Penalty System (AMPS) Notices for infractions and perform related administrative duties, including attending and giving evidence in court cases and Municipal Hearings as required.

2) Responsibilities and Activities:

- a) Acts as Municipal Law Enforcement Officer (MLEO).
- b) Enforces Municipal By-Laws, the Dog Owners Liability Act and several other Provincial Acts through various means including public education, Part I, Part II and Part III charges as well as AMPS notices the SEBBS geographical area.
- c) Conducts property inspections relating to Municipal By-Laws including property standards and Clean Yard By-Laws.
- d) Conducts patrols of problem areas as directed.
- e) Administers the prosecution of By-Law and Provincial offences including the filing of charges, maintenance and submission of evidence and testimony in court or hearings.
- f) Administers various licensing programs and advises the public on municipal policies and by-laws regarding municipal licenses.
- g) Provides regular reports to the Manager of By-law Services on the general operations under their control.
- h) Maintains knowledge and skill at a high level by taking advantage of training opportunities offered through seminars, conferences, briefing sessions and selected reading.
- i) Participates in occasional reviews of Municipal legislation as directed and makes recommendations to superiors for required training.
- j) Performs other related duties as assigned within the general scope of the job description.

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

**Schedule 'G' - Job Description
Junior Municipal Law Enforcement Officer**

POSITION TITLE: Junior Municipal Law Enforcement Officer
REPORTS TO: Manager of By-Law Services

1) Position Summary:

Enforces various municipal by-laws emphasizing but not limited to Animal Control, Parking Control, Property Standards, Sign Enforcement and Waste Management infractions. Will conduct regular patrols, issue Part I and Part II certificates of offence and Administrative Monetary Penalty System (AMPS) Notices for infractions and will perform related administrative duties, including attending and giving evidence in court cases and Municipal Hearings as required.

2) Responsibilities and Activities:

- a) Acts as Municipal Law Enforcement Officer (MLEO).
- b) Enforces Municipal By-Laws through various means including public education, Part I and Part II charges as well as AMPS notices within the SEBBS geographical area.
- c) Conducts patrols of problem areas as directed
- d) Administers the prosecution of By-Law and Provincial offences including the filing of charges, maintenance and submission of evidence and testimony in court or hearings.
- e) Provides regular reports to the Manager of By-law services on the general operations under their control.
- f) Maintains knowledge and skill at a high level by taking advantage of training opportunities offered through seminars, conferences, briefing sessions and selected reading.
- g) Performs other related duties as assigned within the general scope of the job description.

**SUDBURY EAST BUILDING AND BY-LAW SERVICES
(Shared Service Agreement)**

Schedule 'H' - Organizational Chart

