

TOWNSHIP OF JOCELYN

AGENDA FOR COUNCIL : SPECIAL MEETING

Date: Wednesday April 29, 2026

Time: 6:00 p.m.

Located at: Municipal Office Council Chambers – 3670 5th Side Road, Hilton Beach, ON, P0R 1G0



- 1) **Call Meeting to Order**
- 2) **Approval of Agenda**
- 3) **Addendum to Agenda (if applicable): N/A**
- 4) **Disclosure of Pecuniary Interest:**
- 5) **Reeve's Address:** *Next Regular Meeting of Council*
- 6) **Approve Previous Council Minutes:** *Next Regular Meeting of Council*
- 7) **Committee of the Whole Working Session**
- 8) **Legislative Matters & By-laws**
 - a) By-Law No. 2026- Xx Being a by-law to establish voting methods and procedures for the 2026 Municipal Election
 - b) By-Law No. 2026 – Xx Being a by-law to appoint a Chief Building Official for the Township of Jocelyn and authorise the Reeve and Clerk to enter into the Central Algoma Intermunicipal Services Agreement
 - c) Joint CBO Services Agreement
 - d) Schedules A, B, C, D, E, F
- 9) **Committee/Local Board Reports**
- 10) **Administrative Matters**
 - a) Roads Resurfacing – Tender Submission
- 11) **Closed/In-Camera Session**
 - a) Enter In-Camera Session
 - I. Personal Matters about an identifiable individual, labour relations
Personal/labour matters related to our posted positions of Public Works Foreperson and Casual/On Call Office Admin Support
 - b) Return to open session
- 12) **Confirmatory By-law**
 - a) By-Law No. 2026- Xx Being a by-law to confirm the proceedings of the Council of the Township of Jocelyn meeting on the 29th day of April, 2026.
- 13) **Motion to Adjourn**

THE CORPORATION OF THE TOWNSHIP OF JOCELYN

By-law No. 2026-XX

Being a By-law to appoint a Chief Building Official for the Township of Jocelyn and authorize the Reeve and Clerk to enter into the Central Algoma Intermunicipal Services Agreement.

WHEREAS subsection 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may delegate its powers and duties under the Act or any other Act to a person or body, subject to the limitations set out in the Act;

AND WHEREAS Section 3(2) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, authorizes the Council of each municipality to appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Act and the Building Code; and

AND WHEREAS The Council of the Township of Jocelyn deems it necessary and in the public interest to appoint a Chief Building Official to administer and enforce the *Building Code Act, 1992* and the Building Code within the Township of Jocelyn’s geographic boundaries;

AND WHEREAS subsection 23.1(2) of the Municipal Act, 2001 requires that such delegation be authorized by by-law;

NOW, THEREFORE **BE IT RESOLVED THAT** the Council of The Corporation of the Township of Jocelyn enacts as follows:

1. THAT Kevin Lavergne is hereby appointed as the Chief Building Official (CBO) for the Corporation of the Township of Jocelyn effective May 1, 2026 and is hereby authorized to complete the necessary duties of the Chief Building Official within the Township of Jocelyn’s geographic boundaries, as stated under Township’s approved policy, approved agreements, the Building Code Act (as amended) and other related Ontario regulations and law.
2. That the Reeve and Clerk are hereby authorized on behalf of the Township of Jocelyn to sign and enter into the Central Algoma Intermunicipal Services Agreement (the “Agreement”) for the purpose of having Kevin Lavergne appointed as an employee under contract through a shared service agreement with other participating municipalities as stated in the Agreement.
3. THAT the Agreement between all parties shall be attached as Schedule “A” hereto and forms part of By-law 2026-XX.
4. THAT upon By-Law 2026-XX being passed by Council, the appointment of Kevin Lavergne as the Township of Jocelyn’s CBO shall come into force and take effect on May 1st , 2026.
5. That with the passing of By-law No. XXXX all previous CBO appointment By-laws are hereby rescinded effective April 30, 2026.

READ THREE TIMES, ENACTED AND PASSED this 29th day of April, 2026.

REEVE

CLERK

THE CORPORATION OF THE TOWNSHIP OF JOCELYN

BY-LAW NO. 2026-XXXX B

A BY-LAW TO ESTABLISH VOTING METHODS AND PROCEDURES FOR THE 2026
MUNICIPAL ELECTION

WHEREAS Section 42 of the *Municipal Elections Act, 1996*, as amended, permits a municipality to pass by-laws authorizing alternative voting methods;

AND WHEREAS the Council of the Corporation of the Township of Jocelyn deems it necessary and desirable to establish clear voting procedures to ensure a fair, accessible, and secure municipal election;

NOW THEREFORE the Council of the Corporation of the Township of Jocelyn enacts as follows:

1. GENERAL

1.1 That the 2026 Municipal Election shall be conducted using **in-person paper ballot voting**, with provisions for advance voting and restricted mail-in voting.

1.2 The Clerk shall be responsible for the administration of the election in accordance with the *Municipal Elections Act, 1996* and this By-law.

2. VOTING METHODS

2.1 Election Day Voting

- Voting shall take place on **Monday, October 26, 2026**
 - Hours of voting shall be **10:00 a.m. to 8:00 p.m.**
 - Location: **Township Office, 3670 5th Side Road, Hilton Beach, Ontario**
-

2.2 Advance Voting

- An advance poll shall be held on:
Saturday, October 17, 2026
 - Location: Township Office
 - Hours shall be determined by the Clerk and publicly advertised
-

2.3 Mail-in Voting

2.3.1 Mail-in voting shall be available **only to eligible electors who reside outside of St. Joseph Island**. Valid Government Issued ID that confirms that the individual(s) do not live on St. Joseph Island must be provided to qualify for Mail-in voting.

2.3.2 Eligible Electors (as per the Municipal Elections Act, S.O. 1996, as amended) must **register in advance with the Township office no later than August 31, 2026 at 4:00 p.m. EST.** (the “Deadline”) to receive a mail-in voting kit. Any registrations that are received

after the Deadline will be automatically rejected and will be required to vote on Election Day or at the Advance Poll.

2.3.3 Registration may be completed:

- In person at the Township Office; or
- By scheduled **virtual appointment** with Township staff for identity verification

2.3.4 Completed mail-in ballots:

- Must be returned by mail
- Must include **valid Canadian postage**
- Must be **received prior to the close of polls on October 26, 2026 at 8:00 p.m.**

2.3.5 The following shall apply:

- **No ballots will be accepted via the Township office drop box**
 - **No mail-in ballots will be accepted without Canadian postage**
-

2.4 Special Voting Assistance

2.4.1 Where an elector:

- Is unable to leave their residence;
- Is unable to access a mail-in voting kit;

The elector may request assistance from the Township.

2.4.2 Upon request and verification, appointed Township/ Election staff shall attend the elector's residence with a ballot box to facilitate voting.

2.4.3 Arrangements must be made in advance with the Township Office.

3. SECURITY AND INTEGRITY

3.1 The Clerk shall ensure all voting processes maintain:

- Ballot secrecy
- Election integrity
- Compliance with legislation

3.2 Procedures shall be implemented (by the Clerk) for:

- Secure handling of ballots
 - Verification of voter eligibility
 - Safe transport and storage of ballot boxes
-

4. ADMINISTRATION

4.1 The Clerk is authorized to establish additional procedures and forms as necessary to implement this By-law.

4.2 The Clerk may make minor administrative adjustments that do not alter the intent of this By-law.

5. SEVERABILITY

5.1 If any section of this By-law is found invalid, the remaining sections shall remain in force.

6. EFFECTIVE DATE

6.1 This By-law shall come into force upon passage.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this ___ day of _____, 2026.

Reeve

Clerk

THE CORPORATION OF THE TOWNSHIP OF JOCELYN

SCHEDULE “A” TO BY-LAW NO. 2026-XXXX B

VOTING POLICY AND PROCEDURES (SUMMARY)

Purpose

To provide clear direction on voting options and ensure accessibility, fairness, and transparency in the 2026 Municipal Election.

Voting Options Available

1. In-Person Voting (Primary Method)

- October 26, 2026
- 10:00 a.m. – 8:00 p.m.
- Township Office

2. Advance Voting

- October 17, 2026
- 10:00a.m. – 8:00 p.m.
- Township Office

3. Mail-In Voting (Limited Eligibility)

- Only for non-resident electors living outside St. Joseph Island
 - Registration deadline: August 31, 2026 @ 4:00 p.m. EST.
 - Must be returned by mail with Canadian postage
 - Must arrive before close of polls
-

Important Restrictions

- No ballots accepted in the office drop box
 - No unpaid or improperly mailed ballots accepted
 - Late ballots will not be counted
-

Accessibility Measures

- Virtual ID verification available
 - Home voting available upon request
 - Staff assistance for voters with barriers
-

Contact

Jocelyn Township Office
3670 5th Side Road, Hilton Beach

705 246-2025
Email: admin@jocelyn.ca

Central Algoma Building Services Intermunicipal Agreement

THIS INTERMUNICIPAL SERVICES AGREEMENT made in this ____ day of _____ 2026.

BETWEEN:

TOWNSHIP OF PLUMMER ADDITIONAL, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Plummer”)

- and -

TOWNSHIP OF TARBUTT, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Tarbutt”)

- and -

TOWN OF BRUCE MINES, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Bruce Mines”)

- and -

TOWNSHIP OF JOCELYN, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Jocelyn”)

- and -

TOWN OF THESSALON, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Thessalon”)

- and -

MUNICIPALITY OF HURON SHORES, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Huron Shores”)

- and -

TOWNSHIP OF THE NORTH SHORE, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “North Shore”)

- and -

TOWNSHIP OF JOHNSON, a body corporate pursuant to section 4 of the *Municipal Act*, 2001, S.O. 2001, c. 25
(hereafter “Johnson”)

(collectively, the “Parties” or “Parties hereto”, singularly, “Party”)

WHEREAS section 20(1) of the *Municipal Act* provides for Joint undertakings where a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS subsection 3(2) of the Building Code Act, 1992 requires the council of each municipality to appoint a chief building official and such inspectors as are necessary for the enforcement of the Building Code Act, 1992 in the areas in which the municipality has jurisdiction;

AND WHEREAS subsection 3(3) of the Building Code Act, 1992 authorizes two or more municipalities to enter into an agreement to provide for the joint enforcement of the Building Code Act, 1992 within their combined municipal area, including providing for the appointment of a chief building official and inspectors and sharing the costs of such enforcement;

AND WHEREAS the Parties have agreed that it is desirable to jointly provide chief building official services through a shared service arrangement;

AND WHEREAS the Parties have agreed that The Township of Plummer Additional shall act as the Host Municipality and Administrative Employer for payroll, benefits, OMERS, WSIB, invoicing, recordkeeping and administrative purposes in respect of the Shared CBO, with the costs and liabilities associated with the Shared CBO allocated among the Parties in accordance with this Agreement;

AND WHEREAS the Parties hereto agree to appoint and purchase the services from one Party who will serve as the Host Municipality to provide management of the service, to ensure operational efficiency and accountability to the Parties;

AND WHEREAS the Parties agree that this regional initiative will include having a shared Chief Building Official, who shall be an employee of the Host Municipality;

AND WHEREAS each Party shall enact a by-law appointing Kevin Lavergne BCIN 45097 as the Chief Building Official in accordance with this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties hereto mutually covenant and agree with each other as follows:

DEFINITIONS

1. In this Agreement:

- (a) **Administration** means the management of the service by the Host Municipality;
- (b) **Administration Fee** means the fee that is paid to the Host Municipality by the other Parties for the administration of the services;
- (c) **Agreement** means this agreement, as may be amended from time to time;
- (d) **Applicant** means a resident of one of the participating municipalities who submits an application for a building permit;
- (e) **Base** means the CBO's home office, serving as the base of operations;
- (f) **Central Algoma Building Services (CABS)** means the collective name of the building services provided by the shared CBO;
- (g) **Chief Building Official (CBO)** means the appointed, senior municipal officer responsible for enforcing the Ontario Building Code and local building by-laws;
- (h) **Claim** means any claim, demand, action, application, complaint, grievance, prosecution, investigation, audit, assessment, order, arbitration, mediation, hearing or proceeding of any kind whatsoever, whether actual, threatened or potential, and whether arising by statute, common law, contract or otherwise;
- (i) **Consortium** means the collaborative association that is made of the listed Parties to provide for shared Chief Building Official services;
- (j) **Defense Costs** means all reasonable legal fees and disbursements on a substantial indemnity basis, investigation costs, expert fees, mediator or arbitrator fees, tribunal or court costs, settlement administration costs and all other reasonable out-of-pocket expenses incurred in responding to, defending, investigating or resolving a Claim;
- (k) **East Zone** means the geographic area that includes North Shore, Huron Shores and Thessalon;
- (l) **Employment Agreement** means the written employment agreement between the Administrative Employer and the Shared CBO, as amended, renewed or replaced from time to time;

- (m) **Employment Costs** means all costs and expenses associated with the engagement and employment of the Shared CBO, including without limitation salary, wages, vacation pay, public holiday pay, sick pay, overtime or lieu time if applicable, employee benefits, OMERS contributions, CPP contributions, EI premiums, WSIB premiums, payroll processing costs, source deduction remittances, training and professional development costs, mileage reimbursements, equipment and technology costs, and all other ordinary employment-related costs;
- (n) **Employment Liabilities** means all liabilities, losses, damages, obligations, penalties, interest, assessments, awards, settlements and costs arising from or relating to the employment, engagement, supervision, accommodation, illness, injury, disability, leave, discipline, suspension, resignation, retirement, dismissal or termination of the Shared CBO, including without limitation any liabilities under the Employment Standards Act, 2000, the Human Rights Code, the Occupational Health and Safety Act, the Workplace Safety and Insurance Act, 1997, pension or benefits legislation, the common law or any other applicable law;
- (o) **Fiscal Year** means the 12-month period beginning January 1 and ending December 31 of the calendar year;
- (p) **Governance Committee** means the committee comprised of the Municipal Administrators or such other representatives as may be appointed by each Party from time to time for the purpose of overseeing service delivery, budgeting, scheduling, operational coordination and such other matters as are assigned to it under this Agreement;
- (q) **Host Municipality** means the Party authorized by the Parties hereto to provide general management and administration of building official services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- (r) **MA** means Municipal Administrators, which includes Chief Administrative Officers, Clerks and Treasurers as defined in the *Municipal Act* or successor legislation as may be enacted from time to time;
- (s) **Mileage** means the mileage accrued by the CBO for work related driving for the Parties;
- (t) **Party(ies)** means the individual municipalities, singularly or collectively, participating in the Consortium;
- (u) **Participant-Specific Liability** means any Claim, Employment Liability, Defense Cost, loss, damage, penalty or expense arising from or attributable to the acts, omissions, directions, negligence, willful misconduct, bad faith, harassment, discrimination, reprisal, unsafe premises, unsafe working conditions, inaccurate zoning or planning information, breach of statutory duty, or other wrongful conduct of a specific Party or its members of council, officers, employees, contractors or agents.

- (v) **Portion of Shared Costs** means the proportionate share of Shared Costs payable by each Party in accordance with this Agreement and Schedule “B”, as amended from time to time;
- (w) **Shared CBO** means the chief building official appointed by by-law by each Party pursuant to the Building Code Act, 1992 and engaged through the Host Municipality to provide building official services to the Parties in accordance with this Agreement;
- (x) **Shared Costs** means collectively the Start-Up Costs, Employment Costs, Shared Employment Liabilities, shared operating costs, shared administrative costs, Wind-Down Costs, and any other costs or expenses expressly designated in this Agreement as being payable by all Parties in accordance with the applicable cost-sharing formula;
- (y) **Shared Employment Liabilities** means those Employment Liabilities that are not Participant-Specific Liabilities and that arise from or relate to the employment or engagement of the Shared CBO for the joint benefit of the Parties under this Agreement, including without limitation statutory entitlements, notice or pay in lieu of notice, severance obligations if any, benefits continuation costs, human rights damages or settlements, accommodation costs, workplace investigation costs, WSIB claim costs or surcharges, legal fees, and other Defense Costs;
- (z) **Start-Up Costs** means all reasonable and properly documented costs and expenses incurred by the Host Municipality, and such other costs and expenses incurred by any other Party as may be expressly approved in writing by the Parties, prior to the execution of this Agreement and for the purpose of establishing, organizing, negotiating, documenting, coordinating, implementing or launching the shared chief building official service contemplated by this Agreement, including without limitation legal fees and disbursements, staff and administrative time, payroll and human resources setup, OMERS and benefits setup, insurance review, policy and process development, technology and software setup, procurement of equipment, meeting and travel costs, and other reasonable preliminary implementation costs;
- (aa) **Term** means the defined timeframe in Article 41 of this Agreement;
- (bb) **West Zone** means the geographic area that includes Tarbutt, Johnson, Jocelyn, Bruce Mines, and Plummer;
- (cc) **Withdrawal Date** means the effective date on which a Party ceases to participate in this Agreement in accordance with its terms;
- (dd) **Wind-Down Costs** means all reasonable costs and expenses arising from the termination, expiry, restructuring of this Agreement, or withdrawal of a Party, including costs related to transition, records management, service continuity, temporary coverage and any resulting Employment Liabilities.

EFFECT

2. The Parties hereto agree that this Agreement is effective as at the date first above written.
3. The Parties hereby agree that the services governed by this Agreement shall be jointly provided for the benefit of all Parties pursuant to the Municipal Act, 2001 and the Building Code Act, 1992, and shall be managed and administratively coordinated by The Township of Plummer Additional, as Host Municipality and Administrative Employer, in accordance with the provisions herein.
4. For greater certainty, the Parties acknowledge and agree that:
 - (a) The Shared CBO is engaged for the joint benefit of all Parties;
 - (b) The Host Municipality shall be responsible for payroll, benefits, OMERS, WSIB, recordkeeping and administrative purposes;
 - (c) As between the Parties, Shared Costs, Shared Employment Liabilities, Defense Costs, Start-Up Costs and Wind-Down Costs shall be allocated in accordance with this Agreement; and nothing in this Agreement is intended to limit the rights of the Shared CBO or any third party, or the power of any court, tribunal, board, insurer or regulator to determine liability in accordance with applicable law.

SERVICE ADMINISTRATION

5. The MA of the Host Municipality shall be responsible for the duties assigned to the Host Municipality under this Agreement , including without limitation: payroll administration, benefits administration, OMERS administration, WSIB administration, recordkeeping, invoicing, remittances, administrative oversight and day-to-day employment administration in respect of the Shared CBO.
6. The Parties acknowledge and agree that, notwithstanding the role of the Host Municipality as Administrative Employer, the services of the Shared CBO are provided for the joint benefit of all Parties and the Shared Costs and Shared Employment Liabilities associated with the Shared CBO shall be allocated among the Parties in accordance with this Agreement.
7. The Parties agree to pay the Host Municipality an Administration Fee for providing general management and administration of the services, including without limitation accounting, payroll processing, OMERS administration, WSIB administration, invoicing, human resources administration and administrative oversight, subject to the provisions herein and Schedule "A".
8. Administration Fees will be invoiced on a monthly basis and charged in accordance with Schedule "A".
9. Administration Fees shall be subject to annual review at the end of each Fiscal Year to ensure adequate compensation for the administrative services provided. Any proposed changes shall require written approval of all Parties.
10. The Parties agree that the Township of Plummer Additional is the Host Municipality pursuant to

this Agreement for the Term of this Agreement.

11. The Host Municipality shall:
 - (a) Employ the shared CBO as a full-time employee and provide the employee benefits package as per the Township's policy;
 - (b) Administer OMERS pension package;
 - (c) Invoice the Parties on a monthly basis for their Portion of Shared Costs, Mileage, and Administration Fee;
 - (d) Invoice the Parties for equally shared expenses as defined in Article 40 as they occur.

SHARED EMPLOYMENT COSTS, LIABILITIES, CONTRIBUTION AND INDEMNITY

12. The Parties acknowledge and agree that, as between the Parties, all Employment Costs incurred in relation to the Shared CBO shall form part of the Shared Costs and shall be borne by the Parties in accordance with their Portion of Shared Costs unless otherwise expressly provided in this Agreement.
13. The Parties further acknowledge and agree that, as between the Parties, all Shared Employment Liabilities shall be borne by the Parties in accordance with their Portion of Shared Costs unless otherwise expressly provided in this Agreement.
14. Without limiting the generality of Articles 12 and 13, Shared Employment Liabilities include, where applicable:
 - (a) wages, vacation pay, public holiday pay and other statutory entitlements;
 - (b) termination pay, pay in lieu of notice, severance pay and benefit continuation costs;
 - (c) damages, awards or settlements arising from wrongful dismissal, constructive dismissal or other employment-related Claims;
 - (d) damages, awards, settlements, accommodation costs and compliance costs arising from Claims under the Human Rights Code;
 - (e) workplace investigation costs, compliance costs, penalties and associated expenses arising under occupational health and safety legislation;
 - (f) WSIB premiums, surcharges, claim-related costs and assessments;
 - (g) Defense Costs; and
 - (h) temporary replacement, interim service coverage or transition costs arising from any of the foregoing.

15. If the Host Municipality pays or incurs any Shared Cost or Shared Employment Liability in the first instance, the other Parties shall promptly reimburse and contribute to the Host Municipality in accordance with their respective Portion of Shared Costs upon invoice.
16. A Participant-Specific Liability shall be borne by the Party whose acts, omissions, directions, negligence, willful misconduct, bad faith, harassment, discrimination, reprisal, unsafe premises, unsafe working conditions, inaccurate zoning or planning information, breach of statutory duty or other wrongful conduct gave rise to such liability, and such Party shall indemnify and save harmless the other Parties from and against the same.
17. If a Claim contains both Shared Employment Liabilities and Participant-Specific Liabilities, the Parties shall allocate responsibility between those components acting reasonably and in good faith, failing which the matter shall be resolved in accordance with the dispute resolution provisions of this Agreement.
18. Each Party covenants and agrees to indemnify and save harmless the other Parties from and against any Participant-Specific Liability attributable to that Party, including all associated Defense Costs.
19. The obligations set out in this Article survive the expiry, termination or earlier withdrawal of any Party from this Agreement to the extent that the underlying facts, events or circumstances arose prior to such expiry, termination or withdrawal.

CHIEF BUILDING OFFICIAL

20. The CBO shall have and maintain the following credentials:
 - (a) Accreditation as a Certified Building Code Official (CBCO);
 - (b) Building Code Identification Number (BCIN);
 - (c) Member in good standing of Ontario Building Officials Association.
21. The Chief Building Official (CBO) shall provide the Parties with services of a building official which includes, but is not limited to:
 - (a) Takes responsibility for the administration of and enforcement of the Building Code, Plumbing Code, and the regulations thereunder;
 - (b) Manages building services to ensure the enforcement function is consistently covered and that there is a consistent interpretation of policy, procedures and practices;
 - (c) Reviews application and ensures that the building plans and specifications conform to the codes and other applicable laws and statutes;
 - (d) Issues building permits and orders as required;

- (e) Schedules and conducts site inspections, prepares and supervises written reports for all completed inspections, and maintains inspection logs for all building permits issued;
 - (f) Provides assistance and information to the public, designers, and builders concerning requirements of the Ontario Building Code;
 - (g) Administers enforcement of the Building Code and ensures duties are performed with the express aim of protecting the Parties from liability claims.
 - (h) If requested by a Party, attends one (1) council meeting per year.
 - (i) Provides the Parties with the required information for them to submit monthly MPAC reports;
 - (j) Resolves disputes and deals with situations where there has been a disregard of regulations;
 - (k) Determines which enforcement procedures will most expediently ensure compliance;
 - (l) Works closely with individual Parties on matters of by-law violation;
 - (m) Prepares summons, court briefs and represents the Parties in court proceedings under the general direction of the Parties' legal counsel;
 - (n) Attends training courses and professional conferences/seminars as authorized by the Parties to maintain accreditation.
22. For greater certainty:
- (a) each Party shall appoint the Shared CBO by by-law pursuant to the Building Code Act, 1992;
 - (b) the Shared CBO shall perform statutory functions across the Service Area in accordance with applicable law;
 - (c) no Party shall direct the Shared CBO to act contrary to the Building Code Act, 1992 or other applicable law; and
 - (d) each Party remains responsible for the accuracy of its own zoning, planning, by-law and local law information provided to the Shared CBO.
23. The CBO shall maintain a home office and supply the office equipment required to do the work. The Parties shall provide \$2,500 toward the cost of a suitable laptop to be chosen and purchased by the CBO, with the receipt submitted to the Host Municipality.
24. The CBO shall be provided with a cell phone administered by the Host Municipality that will serve all Parties.
25. The CBO shall be provided with a TRAX application subscription administered by the Host Municipality that will serve all Parties.

26. The CBO shall provide a vehicle for the purposes of the work for the Parties and shall maintain the vehicle at own expense.
27. Mileage shall be administered according to Articles 29-32 in this Agreement and according to the provisions of Schedule "C".
28. The CBO will establish how applications are to be processed uniformly for all Parties. Schedule "D" provides an outline of procedures which may be changed, updated or amended from time to time, as required. These changes are to be minor in nature and will not alter the application of this Agreement.

INSPECTION SCHEDULE

29. The CBO will provide inspections to the East Zone on Mondays and Thursdays and the West Zone on Tuesdays and Fridays. subject to reasonable adjustments required by workload, statutory urgency, weather, travel, illness, vacation, emergencies or other operational considerations.
30. The Shared CBO may modify the inspection schedule as reasonably required to meet operational demands and statutory responsibilities.
31. In general, a minimum notice of 48 hours is required for an applicant to request an inspection.

TERMS OF EMPLOYMENT

32. The Terms of Employment are stated in the Employment Contract between the Host Municipality and the CBO and attached as Schedule "G".
33. The addition of a new municipality in the Consortium will result in a pay increase, as stipulated in the table in Schedule "B", and is independent of any annual or scheduled increases.

MILEAGE

34. Mileage will be calculated daily according to a formula based on distance from the Base, as described in Schedule "C", at the rates prescribed by the Canada Revenue Agency (CRA).
35. Mileage will be paid on a monthly basis to the CBO and similarly invoiced monthly to the Parties.
36. The CBO shall provide the mileage accrued to the Host Municipality on a monthly basis.
37. The CBO shall identify daily mileage by utilizing the tracking sheet in Schedule "E".

PROFESSIONAL DEVELOPMENT

38. Professional Development is required in order for the CBO to maintain credentials as described in Schedule "F". The Parties acknowledge that the most efficient, but not the only way, to collect credits is by attending the annual meeting and training sessions hosted by the Ontario Building Officials Association. It is preferred by the Parties that attendance at the conference occurs when the held in closer proximity to the CABS area.

39. The Host Municipality shall be made aware of the accrual of credits in the three-year period and apprise the Parties on a regular basis.

THE PARTIES

40. The Parties agree to share Shared Costs, including Employment Costs and Shared Employment Liabilities, in accordance with Schedule "B", which shall be reviewed annually at the end of each Fiscal Year and may be adjusted by written agreement of all Parties.
41. The Parties agree to provide the CBO with a clothing allowance of \$400 per year. Any amount not used may be carried over for one year only, before resetting to \$400. It is to be used for the following clothing, branded Central Algoma Building Services, where indicated:
- (a) Personal Protective Equipment including safety boots, hardhat, and hi-vis vest;
 - (b) Branded winter coat and branded windbreaker jacket;
 - (c) Branded golf-style shirts;
 - (d) Branded baseball-style hat.
42. The Parties are responsible for submitting monthly building permit reports to MPAC for their own municipality.
43. The Parties are to provide front-line service to applicants by providing applications, information on building permit fees, inspection schedules and preliminary review of applications and plans.
44. The Parties are required to ensure that permit applications satisfy Zoning By-law compliance in their respective municipalities. The CBO will process an application upon notification that zoning provisions are in compliance. Where further advice is needed, the Parties are responsible for engaging their municipal Planner at their own expense.
45. The following expenses shall be shared equally among the Parties, notwithstanding Article 40:
- (a) salary, wages and compensation;
 - (b) employee benefits and pension contributions;
 - (c) payroll remittances and payroll administration;
 - (d) WSIB premiums, claim costs and surcharges;
 - (e) cellphone, software subscriptions and technology costs;
 - (f) administration fees payable to the Host Municipality;
 - (g) clothing and personal protective equipment;
 - (h) professional development and credential maintenance;

- (i) laptop computers and agreed devices;
- (j) legal costs directly associated with this Agreement or the shared service;
- (k) Shared Employment Liabilities and associated Defense Costs; and
- (l) Wind-Down Costs, to the extent allocated in accordance with this Agreement.

46. A Party shall remain solely responsible for any Participant-Specific Liability attributable to that Party, and such liability shall not form part of Shared Costs except to the extent otherwise expressly agreed in writing by all Parties.

TERM, WITHDRAWAL AND TERMINATION

47. The term of this Agreement shall commence on the date of execution and shall continue until December 31, 2031, and thereafter from year to year unless terminated in accordance with this Agreement.
48. The Parties shall review this Agreement annually prior to the end of each Fiscal Year to consider any required adjustments to budgeting, cost-sharing, scheduling, administration or related matters.
49. This Agreement may be terminated at any time by written agreement of all Parties upon such notice and on such terms as the Parties may agree.
50. Termination, expiry or replacement of this Agreement shall not extinguish any accrued or contingent Shared Costs, Shared Employment Liabilities, Participant-Specific Liabilities, Defense Costs or Wind-Down Costs arising from events occurring prior to the effective date of termination, expiry or replacement, all of which shall survive and remain enforceable in accordance with this Agreement.
51. Upon termination, expiry or replacement of this Agreement, the Parties shall cooperate in good faith with respect to service continuity, permit and inspection files, records transfer, transition arrangements, interim coverage and the allocation and payment of all Wind-Down Costs.
52. No Party may withdraw from this Agreement without the prior written consent of all other Parties, unless otherwise unanimously agreed in writing to a withdrawal process.
53. Any Party seeking to withdraw shall provide written notice of its intention to all other Parties and shall remain bound by this Agreement until the Withdrawal Date and until all conditions of withdrawal have been satisfied.
54. As a condition of withdrawal, the withdrawing Party may be required to pay or continue to contribute toward:
- (a) its share of Shared Costs incurred to the Withdrawal Date;
 - (b) its share of Shared Employment Liabilities arising from facts, events or circumstances

occurring prior to the Withdrawal Date;
(c) any Wind-Down Costs attributable to its withdrawal; and
(d) any other reasonable compensation or adjustment agreed by the remaining Parties.

55. Following the withdrawal of a Party, the remaining Parties shall negotiate in good faith to amend or replace this Agreement to reflect the revised composition of the Consortium and any necessary adjustments to governance, cost-sharing and service delivery.
56. The resignation, retirement, illness, disability, dismissal or replacement of the Shared CBO shall not, in and of itself, terminate this Agreement, and the Parties shall cooperate in good faith to provide for interim or replacement service.

ADDITION OF NEW PARTY

57. Any municipality requesting to join the Consortium during the term of this Agreement shall require the unanimous written consent of all Parties.
58. As a condition of admission, the prospective municipality may be required to pay an entry fee or other compensation as determined by the Parties
59. Upon approval, all Parties, including the incoming municipality, shall execute an amending agreement to reflect the addition of the new Party, including any necessary revisions to cost-sharing and other applicable provisions.
60. Any addition of a new municipality to the Agreement must be approved by the CBO in writing.

INSURANCE

61. Each Party is required to ensure that their insurance policy explicitly provides insurance coverage for the appointed CBO whilst services are provided within its municipality.
62. Each Party is to sign an affidavit confirming that The Township of Plummer Additional and the CBO is named as an insured on their general liability insurance policy in the amount of \$5,000,000, as required by each Party's insurance provider.
63. WSIB insurance is provided by the Host Municipality with costs shared according to the formula in Schedule B.

DISPUTE RESOLUTION

64. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, interpretation, validity, breach, termination or the allocation of Shared Costs, Shared Employment Liabilities or Participant-Specific Liabilities, shall first be referred to the Governance Committee for good faith resolution.

- 65. If the dispute is not resolved within thirty (30) days, the Parties shall participate in mediation before a mutually agreed mediator.
- 66. If the dispute remains unresolved following mediation, it shall be finally resolved by arbitration in Ontario before a single arbitrator appointed by agreement of the Parties, failing which the arbitrator shall be appointed in accordance with the Arbitration Act, 1991.
- 67. The costs of mediation and arbitration shall be allocated by the mediator, arbitrator or by agreement of the Parties, having regard to the outcome of the dispute and any unreasonable conduct by a Party.

NOTICE

- 68. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

Township of Plummer Additional
38 Railway Cres
Bruce Mines, ON
POR 1C0

Township of Tarbutt
27 Barr Rd. S
Desbarats, ON
POR 1E0

Municipality of Huron Shores
7 Bridge St. PO Box 460
Iron Bridge, ON
POR 1H0

Town of Thessalon
187 Main St. PO Box 220
Thessalon, ON
POR 1L0

Town of Bruce Mines
9126 Hwy 17 E, PO Box 220
Bruce Mines, ON
POR 1C0

Township of Jocelyn
3670 5th Side Rd. RR#1
Hilton Beach, ON
POR 1G0

Township of the North Shore
1385 Hwy 17, PO Box 108
Algoma Mills, ON
POR 1A0

Township of Johnson
1 Johnson Dr. PO Box 160
Desbarats, ON
POR 1E0

APPLICABLE LAW

- 69. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Ontario and the Ontario Court of Justice shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

SEVERABILITY

- 70. The Parties covenant and agree that the invalidity or unenforceability of any provision of this

Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

WAIVERS AND AMENDMENTS

71. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all Parties hereto.

RELATIONSHIP OF PARTIES

72. The Parties intend that this Agreement shall not create a partnership or joint venture among them. The Host Municipality shall act for limited administrative purposes set out in this Agreement. As between the Parties, Shared Costs, Shared Employment Liabilities, Defense Costs and Participant-Specific Liabilities shall be allocated in accordance with this Agreement. Nothing in this Agreement is intended to limit any statutory or legal rights of the Shared CBO or any third party, or the authority of any court, tribunal, insurer, board or regulator to determine liability under applicable law.

FURTHER ASSURANCES

73. The Parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

EXECUTION

74. This agreement may be executed in counterparts and may be executed and delivered via facsimile or email transmission, including signatures with counterparts and facsimile or emailed copies shall together constitute one and the same agreement with the same effect as if originally executed and delivered.

TIME

75. Time shall in all respects be of the essence in the Agreement.

ENUREMENT AND ASSIGNMENT

76. This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors and administrators and permitted assigns. This Agreement may not be assigned by any Party without the written consent of the other Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWNSHIP OF PLUMMER ADDITIONAL

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWNSHIP OF TARBUTT

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWN OF BRUCE MINES

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWNSHIP OF JOCELYN

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWN OF THESSALON

Per:

Witness
Name: _____

Name: _____
Title: _____

MUNICIPALITY OF HURON SHORES

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWNSHIP OF THE NORTH SHORE

Per:

Witness
Name: _____

Name: _____
Title: _____

TOWNSHIP OF JOHNSON

Per:

Witness
Name: _____

Name: _____
Title: _____

Schedule “A”

Central Algoma Building Services Intermunicipal Agreement

Administration Fees – Monthly Invoice Process

Administrative services are required on an ongoing basis to support payroll processing, reporting obligations, and compliance with legislative requirements. To ensure consistency and predictability, administration fees will be applied through a standardized monthly charge included on each municipality’s invoice.

Monthly Administration Fee Structure

Administration fees will be incorporated into the monthly invoice as a fixed charge applied equally to participating municipalities.

The monthly charge will be calculated as follows:

- Monthly administration fee per municipality: \$45.00
- Number of municipalities: 7
- Total monthly administration revenue: \$315.00

Over a twelve-month period, this results in:

- Annual administration fee per municipality: \$540.00
- Total annual administration revenue (7 municipalities): \$3,780.00

This standardized approach distributes administrative costs evenly throughout the year and allows for predictable annual budgeting.

Scope of Monthly Administrative Duties

Administrative services covered under this fee include:

- Payroll administration and record maintenance
- Processing and monitoring source deductions
- Maintaining payroll records and supporting documentation
- OMERS monthly reporting and remittances
- Preparation and submission of WSIB quarterly reports

- Invoicing municipalities on a monthly basis
- Preparing the cost of CBO cell phone and TRAX subscription on a quarterly basis
- Preparation and review of payroll information as required

Year-End Administrative Responsibilities

In addition to regular monthly duties, administrative work is required at year-end to ensure compliance with federal and pension reporting obligations.

These responsibilities include:

- Completion and reconciliation of OMERS year-end reporting
- Final reconciliation of source deductions
- Preparation and issuance of T4 slips and related summaries
- Year-end payroll balancing and reporting requirements

The monthly administration fee is intended to cover both ongoing monthly administrative services and the additional work required to complete annual reporting obligations. The Township will review the administration fees and related services at the end of the year to determine if any adjustments or changes are required.

Schedule "B"

Central Algoma Building Services Intermunicipal Agreement

CBO Cost allocations				
Salary	\$	125,000.00		
EI Contributions	\$	1,572.30	Capped	
CPP	\$	4,646.45	Capped	
OMERS	\$	14,072.40	As per OMERS Calc	
Benefits	\$	7,550.00	As per Plummer's Benefit costs	
WSIB	\$	4,150.00		
EHT	\$	2,437.50		
OBOA Membership Fees	\$	375.00		
OBOA Chapter Member Du	\$	100.00		
Quarts Renewal Fees	\$	128.00		
Trax Codes	\$	168.00		
Permit Software	\$	-		
Continued Training	\$	2,500.00		
Insurance	\$	-		
Host Administration Fee	\$	-		
Cell Phone	\$	900.00	75/month	
Misc	\$	200.00		
Total	\$	163,799.65		

Algoma Regional CBO (125,000/year salary)								
	Municipality	Total Weighted Assessment	Cost based on total assessment (40% weighted)	Estimated # of Permits	% Based on permits	Cost Based on Permits (60% weighted)	Total Cost	
1	Plummer Additional	\$ 113,782,600.00	11.8%	7,726.68	22	11.7%	\$ 11,500.83	\$ 19,227.51
2	Johnson Township	\$ 131,619,000.00	13.6%	8,937.91	25	13.3%	\$ 13,069.12	\$ 22,007.03
2	Tarbutt Township	\$ 110,491,400.00	11.5%	7,503.19	20	10.6%	\$ 10,455.30	\$ 17,958.48
3	Bruce Mines	\$ 50,269,800.00	5.2%	3,413.69	15	8.0%	\$ 7,841.47	\$ 11,255.17
4	Thessalon	\$ 92,613,200.00	9.6%	6,289.12	27	14.4%	\$ 14,114.65	\$ 20,403.78
5	Huron Shores	\$ 282,259,700.00	29.3%	19,167.53	44	23.4%	\$ 23,001.65	\$ 42,169.18
6	North Shore	\$ 93,429,800.00	9.7%	6,344.58	15	8.0%	\$ 7,841.47	\$ 14,186.05
7	Jocelyn	\$ 90,375,300.00	9.4%	6,137.15	20	10.6%	\$ 10,455.30	\$ 16,592.45
	Total Assessment	964,840,800			188			\$ 163,799.65
	Assessment Allocation	\$ 65,519.86		\$ 98,279.79				
	Total Costs	\$ 163,799.65						

New municipality joining Consortium –
based on average of percent (weighted assessment and number of permits) of CBO salary.

Average percent	Salary Increase
<10%	\$3,000
10.1-12.5%	\$4,000
12.6-15%	\$5,000
15.1-20%	\$6,000
20.1-30%	\$7,000
>30%	\$8,000

Schedule "C"

Central Algoma Building Services Intermunicipal Agreement

Municipality	Distance (km)	Distance Share	Monthly Mileage (total input)	Allocated Mileage	Rate per km	Amount Owning (\$)
Johnson	15	0.02433		0.00 \$	0.70 \$	-
Tarbutt	20.8	0.03373		0.00 \$	0.70 \$	-
Bruce Mines	31.2	0.05060		0.00 \$	0.70 \$	-
Plummer	48	0.07785		0.00 \$	0.70 \$	-
Jocelyn	59	0.09569		0.00 \$	0.70 \$	-
Thessalon	72.4	0.11742		0.00 \$	0.70 \$	-
Huron Shores	126.2	0.20467		0.00 \$	0.70 \$	-
North Shores	244	0.39572		0.00 \$	0.70 \$	-
TOTAL	601.6				\$	-

SAMPLE FOR THE MONTH OF APRIL (Inspection in 3 municipalities)

400

North Shores	244	0.82432		329.73 \$	0.70 \$	230.81
Tarbutt	20.8	0.07027		28.11 \$	0.70 \$	19.68
Bruce Mines	31.2	0.10541		42.16 \$	0.70 \$	29.51

SAMPLE FOR THE MONTH OF MAY (Inspection in 5 municipalities)

500

Thessalon	72.4	0.22583		112.91 \$	0.70 \$	79.04
Jocelyn	59	0.18403		92.01 \$	0.70 \$	64.41
Johnson	15	0.04679		23.39 \$	0.70 \$	16.38
Huron Shores	126.2	0.39364		196.82 \$	0.70 \$	137.77
Plummer	48	0.14972		74.86 \$	0.70 \$	52.40

Schedule “D”

Central Algoma Building Services Intermunicipal Agreement

Submitted Building/Demo Applications Instructions

Municipality shall:

- Review application for property address, contact information, drawings, signature and date.
- Request digital plans in addition to plans too large to scan.
- Indicate the date application and plans are received.
- Ensure that application meets zoning requirements.
- Provide written zoning report to CBO.
- Email the scanned application with documents to the CBO.

CBO shall:

- Complete a full review of the plans.
- Issue the permit once all information has been received to satisfaction.
- Email the permit to the municipality to be printed for payment and pick up.
- Notify the municipality when the permit has been closed and/or final occupancy has been issued.

Schedule "E"

Central Algoma Building Services Intermunicipal Agreement

Month: _____ April _____

Date	Tarbutt	Johnson	Jocelyn	Bruce M	Plummer	Thessalon	Huron S	North S	Total km
1	x		x			x			150
2		x			x			x	240
3									
4						x			70
5		x		x			x		160
6					x			x	210
7	x	x			x				60
8							x		90
9									
10									
11				x					40
12		x				x			80
13									
14							x		90
15									
16				x					40
17	x								30
18			x				x		170
19					x				
20									
21									
22									
23						x		x	230
24					x				40
25									
26									
27	x								30
28		x							20
28									
30				x		x			40
31		x							10
Visits	4	6	2	4	5	5	4	3	1,800

Schedule F

Central Algoma Building Services Intermunicipal Agreement

The Ontario Building Officials Association (OBOA)

Certification Maintenance – CPDP Educational Credits

OBOA Member: Kevin Lavergne

Certification: Certified Building Code Official (CBCO)

Term Length: 3-year cycles

Active Term: January 1st 2026 to December 31st 2028

Credit requirement for the maintenance of CBCO certification are as follows:

Before the end date of the member's active term, the member must achieve a minimum of **60 total credits**. The credits must follow the below stipulation.

Between 30 and 60 Structured Credits

Between 0 and 30 Independent Credits

Credits are achieved through methods as recognized by the OBOA, those methods include:

- Attendance at the Annual Meeting and Training Sessions (AMTS)
- Technical training courses offered by the OBOA
- Attendance at Northern Lights Chapter Meetings

Fees incurred to attend the above seminars, meetings, or training sessions will include:

- Travel costs to and from the event
- Registration fees
- Lodging (if required)
- Membership fees (for Northern Lights Chapter membership)

SCHEDULE "G" TO CENTRAL ALGOMA BUILDING SERVICES AGREEMENT
SCHEDULE "A" TO BY-LAW 2026-XX
EMPLOYMENT CONTRACT AGREEMENT
BETWEEN
THE CORPORATION OF THE TOWNSHIP OF PLUMMER ADDITIONAL (the "Employer")

-AND-

KEVIN LAVERGNE (the "Employee")

Central Algoma Building Services Intermunicipal Agreement ("Intermunicipal Agreement"): Agreement between the Parties that compose the Consortium.

Consortium: The municipalities participating in shared Chief Building Official services, listed below as:

The Township of Plummer Additional	The Township of Tarbutt
The Town of Bruce Mines	The Township of Jocelyn
The Town of Thessalon	The Township of the North Shore
The Municipality of Huron Shores	The Township of Johnson

Host Municipality: The Township of Plummer Additional is the Host Municipality as described in the Intermunicipal Agreement.

JOB CONTENT

Duties are described in the Job Description attached as "Schedule B" and forms part of this employment Agreement.

REPORTING RELATIONSHIP

Kevin Lavergne *will report directly to the Clerk and CAO and the Municipal Administrators of the Consortium.*

EMPLOYMENT

1. It is acknowledged that the Township of Plummer Additional is the Host Municipality for the Consortium defined in the Central Algoma Building Services Intermunicipal Agreement, and while employed as a full-time employee of the Township, the role of Chief Building Official is shared with the municipalities listed in the Consortium.
2. The Employee represents and warrants to the Township that he has the required skills and experience to perform the duties and exercise the responsibilities required of his role.
3. The Employee agrees to be bound by the terms and conditions of this Agreement during his employment with the Township and agrees to be bound by and to abide by all of the Township's policies, rules and regulations so long as they are not inconsistent with any provisions of this Agreement. In carrying out his duties, the Employee agrees to comply with all reasonable instructions as may be given by the Township.

4. In this position of employment, generally stated, the Employee's generally duties and responsibilities of this position are more particularly set out in the Job Description and this Employment Agreement.
5. The Employee acknowledges and agrees that the effective performance of his duties requires the highest level of integrity and the Township's complete confidence in his relationship with the Township Council and the employees of the Township and with all persons dealt with by the Employee in the course of his employment.
6. The Employee acknowledges and agrees that the employment relationship will be governed by the standards and terms established by the Township's policies as they are established from time to time, so long as they are not inconsistent with any provisions of this Agreement. The Employee undertakes to inform himself of the details of such policies and amendments thereto established from time to time.
7. The Employee acknowledges and agrees that his reporting relationships, duties and responsibilities may be changed unilaterally by the Township as the Township deems appropriate. The Employee acknowledges and agrees that any of the changes which may occur pursuant to this paragraph will not affect or change any other part of this Agreement.
8. The Employee will be employed as a permanent full-time employee with the Township. The Employee acknowledges and agrees that, given the requirements of the Employee's position, his hours of work will vary and may be irregular. Accordingly, this Agreement constitutes the Employee's consent to work such irregular hours as well as over the hours as defined in any applicable employment or labour standards legislation.

EMPLOYMENT TERMS

The Consortium negotiates the term, wages, paid time off, employment expenses and professional development for the Employee.

Start Date: May ____, 2026.

This contract and the terms within shall remain in effect until an amendment by one of the parties is brought forth.

The Township of Plummer Additional Employment Policy, the Job Description and this Employment Contract encompasses all terms and conditions of the Employee's employment with the Employer.

COMPENSATION PACKAGE

The Employee will be paid bi-weekly.

The Employee will be paid an annual salary of \$125,000.

The Employee's annual salary will increase by \$3,000 or Cost of Living Allowance (COLA), whichever is higher, on January 1st of 2027 and 2028.

Effective January 1, 2029, annual increases will be 2.25% per year unless Cost of Living Allowance (COLA) is up to 3%, then COLA is to be used for annual increase calculation. IF COLA is higher

than 3%, additional increases in wages may be requested and are subject to Consortium approval.

BENEFIT PACKAGE

The Township agrees to provide an OMERS Pension Plan (9% on gross wages), providing that the Employee qualifies.

Vacation pay will be earned at the rate of 8% until December 31, 2030. On January 1, 2031, vacation pay will be earned at the rate of 10%.

MILEAGE, MEALS AND ACCOMMODATION EXPENSES

The Employee shall be entitled to reimbursement for travel/mileage related to general Chief Building Official duties within the Consortium municipalities and subject to the conditions stipulated in the Central Algoma Building Services Intermunicipal Agreement and the Schedules therein.

All remunerations/mileage reimbursement shall be paid on a monthly basis after the submission of an expense report that is completed by the Employee and has been submitted to and approved by the Treasurer.

The Employee agrees that he has use of a fully insured personal vehicle that is satisfactory to complete the position.

HOURS OF WORK

The regular hours of work shall be thirty-five (35) hours per week. Recognizing that the Chief Building Official is paid on a salaried basis and that hours of work will vary according to demand, it is expected that hours worked beyond thirty-five (35) hours per week will be banked at straight time when hours worked are less than thirty-five (35) hours per week. The Treasurer shall keep a record of banked hours.

The Employee has the flexibility to work split shifts and to start or finish earlier or later as work and personal demands require.

The Employee acknowledges that he will report all hours worked to the Treasurer which will be filed for payment based on the Township's payroll schedule.

DESIGNATED HOLIDAYS AND PAID TIME OFF

The Employee shall receive statutory holiday pay compensation as per the Employment Standards Act for the following holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day

To qualify for these paid holidays, the Employee must have worked his regular shifts immediately before and after such holiday.

The Employee is entitled to eight (8) discretionary/sick days on January 1st of each year.

Discretionary/sick days are not carried over to the following year.

When an Agreement takes effect after January 1st in a year, discretionary/sick days are pro-rated from the start date to December 31st.

BEREAVEMENT LEAVE

Employees with a death in their immediate family, shall be entitled to three (3) consecutive working days leave of absence with pay.

Employees with a death in the immediate family from out of Town will be entitled to five (5) days leave of absence, three (3) of which shall be paid. The Employee may elect to use vacation or discretionary days for unpaid bereavement time.

An Employee performing an integral part of a funeral ceremony shall be granted an additional one (1) day leave of absence without pay.

In such case the Employee may elect to use a vacation or discretionary day.

An Employee with a death in their extended family, Aunt, Uncle, Niece, Nephew, (first) Cousin shall be granted one (1) day leave of absence with pay.

Immediate family shall mean parents and stepparents on both sides, grandparents on both sides, spouse, stepchild, siblings on both sides, children and grandchildren.

Bereavement leave to be taken at time of death. When required Employees shall be entitled to an additional one (1) day unpaid leave of absence to attend a memorial or interment that occurs after the death, burial or funeral of a member of their immediate family. In such case the Employee may elect to use a vacation or discretionary day.

The Employee may be granted leave of absence without pay at the discretion of their manager, or designate, where such leave is requested solely due to the death and/or funeral of persons other than those specified above. Such requests shall not be unreasonably denied. In such case the Employee may elect to use vacation or discretionary day(s).

TERMINATION

Termination of this Agreement shall be subject to the Central Algoma Building Services Intermunicipal Agreement.

Should a circumstance arise where termination is required due to gross misconduct or other egregious situation, another municipality within the Consortium may take on the role of Host Municipality to continue services under the Intermunicipal Agreement. Termination by the Township of Plummer Additional is subject to the following:

The Employment Contract and the Employee's employment may be terminated for cause at any time without notice, or payment in lieu of notice of any kind, for any reason constituting just cause at law including, without limitation: dishonesty, defrauding the Township, incompetence, persistent absenteeism, the unjustified and repeated refusal to implement or comply with the policies established by the Township, insubordination, abandonment, the wilful and continued neglect of the duties under this Employment Contract and other reasons as listed in the Staff Policy.

For greater certainty, if the reasons for termination under this section do not also constitute willful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the Township, the Employee will be provided with their minimum entitlements as required under the *Employment Standards Act, 2000* (including, without limitation, termination and severance pay, benefits continuance, and all other minimum entitlements owed upon termination of employment).

This Employment Contract and the Employee's employment may be terminated by the Township without cause upon providing the Employee with the greater of:

- Three (3) months' notice or pay in lieu of notice;
- One (1) months' notice or pay in lieu of notice for each full year worked plus statutory severance pay (if any); or
- All payments and/or entitlements in accordance with the standards set out in the *Employment Standards Act, 2000* as amended from time to time.

The payments described in this section shall be in an amount equal to the Employee's wages for the number of months provided for in the greater of (i) or (ii) above (less statutory and other deductions) or for the number of weeks required by the *Employment Standards Act, 2000* as amended from time to time (less statutory and other deductions). In addition to these payments, the Employee shall receive all payments and/or entitlements (other than statutory pay in lieu of notice of termination and severance pay, if any) in accordance with the *Employment Standards Act, 2000*, as amended from time to time, including but not limited to continuation of benefit coverage, if any, during the minimum statutory notice period only.

For greater certainty, the notice, pay in lieu of notice, and severance pay provided for in this termination clause include the Employee's entitlements under the *Employment Standards Act, 2000*. It is not the intention of the parties to contract out of the Employee's minimum entitlements and at no point will the Employee be provided with anything less than all their statutory entitlements. The Employee agrees that upon termination of employment, the Employee shall return to the Township all property and documents belonging to the Township promptly and without retaining a copy of any of the same.

CONFIDENTIAL INFORMATION

The Employee agrees to maintain as confidential the affairs of the Township and Consortium municipalities and to not disclose same to any third party or any employee or agent of the Township except in the proper performance of the duties of this position and in accordance with law. The Employee acknowledges that disclosure of confidential information of the Township and Consortium municipalities contrary to the terms of this Agreement may harm the interests of the Township and Consortium municipalities and may warrant the imposition of discipline, including termination without notice or payment in lieu thereof, by the Township.

The Employee agrees to not use confidential information obtained by virtue of his employment for his own benefit or purposes.

Upon the cessation of the Employee's duties with the Township or the termination for any reason of the employment of the Employee, the Employee shall return promptly all confidential information to the Township and shall immediately stop using such confidential information.

GENERAL

Each party represents and warrants that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party is properly authorized and empowered to sign it.

MODIFICATION

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties, or it shall have no effect and shall be void.

WAIVER

A waiver by the Employer of any breach of this Agreement shall not be construed as or deemed to be a waiver of any succeeding continuing breach or breaches.

NOTICES

Any notice to be given to either party may be given by ordinary prepaid mail or personal delivery at the following addresses:

Kevin Lavergne
191 Kensington Rd
Desbarats, ON P0R 1E0
705-255-8005
klavergne86@gmail.com

AND

Line Webster
Township of Plummer Additional
38 Railway Crescent
Bruce Mines, ON P0R 1C0
705-785-3479 x103
lwebster@plummertownship.ca

Any such notice shall be deemed to have been given on the date of delivery or on the fourth (4th) business day after mailing. Either party may specify a different address by notice in writing.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario

SEVERABILITY

In the event that any provision of this Agreement shall be deemed void or invalid by a Court of competent jurisdiction, the remaining provisions or parts of shall be and remain in full force and effect.

INDEPENDENT LEGAL ADVICE

The Employee acknowledges that he has read and understands this Agreement and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

WITNESS

EMPLOYEE – Kevin Lavergne

DATE

Ratification of this offer by the Employer/Council

Mayor: Beth West

DATE

CAO-Treasurer: Line Webster
FOR: TOWNSHIP OF PLUMMER ADDITIONAL

SCHEDULE "B" TO BY-LAW 2026-XX

THE CORPORATION OF THE TOWNSHIP OF PLUMMER ADDITIONAL

**THE TOWNSHIP OF PLUMMER ADDITIONAL
POSITION DESCRIPTION**

POSITION TITLE/POSITION LEVEL:

Chief Building Official

REPORTING RELATIONSHIP:

Township Council and CAO. Consults with the Clerk and Ministry of Municipal Affairs and Housing (MMAH) regarding rules and regulations for government requirements.

POSITION SUMMARY:

The Chief Building Official (CBO) oversees the administration and enforcement of building codes, regulations and municipal by-laws for the Township. The CBO is responsible for

ensuring compliance with the *Ontario Building Code Act* and other relevant legislation, managing building permit processes, and providing advice to the public and Council on building related matters. The CBO must have the following credentials:

- Accreditation as a Certified Building Code Official (CBCO).
- Building Code Identification Number (BCIN) required.
- Member of Ontario Building Officials Association.

RESPONSIBILITIES:

Takes responsibility for the administration and enforcement of the Building Code, Plumbing Code, and the regulations thereunder.

Manages building services to ensure the enforcement function is consistently covered and that there is a consistent interpretation of policy, procedures, and practices.

Reviews applications and ensures that the building plans and specifications conform to the codes and other applicable laws, and statutes.

Issues building and permits, stop work orders, orders to comply, etc.

Schedules and conducts site inspections, prepares and supervises written reports for all completed inspections, and maintains inspection log for all building permits issued.

Provides assistance and information to the public, designers, and builders concerning the requirements of the Ontario Building Code.

Administers enforcement of the Building Code and ensures duties are performed with the expressed aim of protecting the Township from liability claims.

Provides interpretation of the provisions of the Zoning By-Law as they apply to the use and occupancy of any building or piece of land.

Produces monthly and yearly statistical reports and, when requested, attends Council meetings.

Performs other related duties as assigned which are in keeping with the terms of this position.

Attends training Courses and professional seminars as authorized by supervisor.

Enforcement

- Interprets the provisions of the Building Code Act, the Building By-Law, and the Zoning By-Law, as they apply to the use and occupancy of buildings and lands.
- Resolves disputes and deals with situations where there has been a disregard of regulations.
- Determines which enforcement procedures will most expediently ensure compliance.
- Works closely with the Clerk and By-law Enforcement Officer on matters of by-law violation.

- Issues orders as required.
- Prepares summons, court briefs and represents the Township in court proceedings under the general direction of the Township's legal counsel.

INTERPERSONAL SKILLS:

Proven record of effective communication and analytical skills dealing with clients, architects, engineers, and other government agencies and contractors and the ability to communicate and explain both verbally and in writing, the requirements of the building process in clear and concise manner with Councils, Committee, other departments and the public.

WORKING CONDITIONS:

- Spends approximately forty percent of time carrying out site inspections on exteriors and interiors of buildings.
- Major conditions of occasional exposure when working outdoors (dust/dirt; temperature extremes; inclement weather; travel, accident hazards).
- Exposure to clients with difficult behaviour.
- Frequently conduct inspections outside of regular working hours.
- 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.

KNOWLEDGE AND SKILLS:

Demonstrates technical knowledge in the following areas:

- Ability to read and understand plans, blueprints, and building construction drawings and specifications.
- Thorough understanding and knowledge of the *Ontario Building Code* and the *Ontario Building Code Act*.
- Computer hardware and software applications, including Microsoft office applications, spreadsheet and database programs.
- Experience in construction industry and knowledge of techniques to carry out inspections relative to building standards.
- Ability and knowledge to conduct investigations and gather evidence and process charges under the Provincial Offences Act for Building Code and Zoning By-law violations.
- GIS (Geographic Information System)

Possesses general knowledge in the following areas:

- Customer service
- Routine office procedures, practices and equipment
- Conflict resolution

- Time management skills and ability to prioritize tasks

Physical Skill and Effort

- Requires adequate physical condition to conduct safety inspection of buildings.
- Frequent physical effort. Activities include keyboarding, standing, walking, driving, climbing ladders and stairs, navigating construction sites, using shovel and tape measure.
- Must have a valid driver's license and vehicle.

IMPACT OF ERROR:

Errors, incorrect judgement or otherwise, may result in serious legal or other repercussions to the Township.

AUTHORITY OF POSITION:

Authority delegated by the Council is given with the expectation that the responsibilities of the CBO will be carried out with license to make sound decisions based on legislative requirements, Township policies and by-laws, and professional expertise.

Schedule “A”

Huron North Channel Area Building Services Intermunicipal Agreement

Administration Fees – Monthly Invoice Process

Administrative services are required on an ongoing basis to support payroll processing, reporting obligations, and compliance with legislative requirements. To ensure consistency and predictability, administration fees will be applied through a standardized monthly charge included on each municipality’s invoice.

Monthly Administration Fee Structure

Administration fees will be incorporated into the monthly invoice as a fixed charge applied equally to participating municipalities.

The monthly charge will be calculated as follows:

- Monthly administration fee per municipality: \$45.00
- Number of municipalities: 7
- Total monthly administration revenue: \$315.00

Over a twelve-month period, this results in:

- Annual administration fee per municipality: \$540.00
- Total annual administration revenue (7 municipalities): \$3,780.00

This standardized approach distributes administrative costs evenly throughout the year and allows for predictable annual budgeting.

Scope of Monthly Administrative Duties

Administrative services covered under this fee include:

- Payroll administration and record maintenance
- Processing and monitoring source deductions
- Maintaining payroll records and supporting documentation
- OMERS monthly reporting and remittances
- Preparation and submission of WSIB quarterly reports

- Invoicing municipalities on a monthly basis
- Preparing the cost of CBO cell phone and TRAX subscription on a quarterly basis
- Preparation and review of payroll information as required

Year-End Administrative Responsibilities

In addition to regular monthly duties, administrative work is required at year-end to ensure compliance with federal and pension reporting obligations.

These responsibilities include:

- Completion and reconciliation of OMERS year-end reporting
- Final reconciliation of source deductions
- Preparation and issuance of T4 slips and related summaries
- Year-end payroll balancing and reporting requirements

The monthly administration fee is intended to cover both ongoing monthly administrative services and the additional work required to complete annual reporting obligations. The Township will review the administration fees and related services at the end of the year to determine if any adjustments or changes are required.

Schedule "E"

Central Algoma Building Services Intermunicipal Agreement

Month: _____ April _____

Date	Tarbutt	Johnson	Jocelyn	Bruce M	Plummer	Thessalon	Huron S	North S	Total km
1	x		x			x			150
2		x			x			x	240
3									
4						x			70
5		x		x			x		160
6					x			x	210
7	x	x			x				60
8							x		90
9									
10									
11				x					40
12		x				x			80
13									
14							x		90
15									
16				x					40
17	x								30
18			x				x		170
19					x				
20									
21									
22									
23						x		x	230
24					x				40
25									
26									
27	x								30
28		x							20
28									
30				x		x			40
31		x							10
Visits	4	6	2	4	5	5	4	3	1,800

Schedule "B"

Huron North Channel Area Building Services Intermunicipal Agreement

CBO Cost allocations				
Salary	\$	125,000.00		
EI Contributions	\$	1,572.30	Capped	
CPP	\$	4,646.45	Capped	
OMERS	\$	14,072.40	As per OMERS Calc	
Benefits	\$	7,550.00	As per Plummer's Benefit costs	
WSIB	\$	4,150.00		
EHT	\$	2,437.50		
OBOA Membership Fees	\$	375.00		
OBOA Chapter Member Du	\$	100.00		
Quarts Renewal Fees	\$	128.00		
Trax Codes	\$	168.00		
Permit Software	\$	-		
Continued Training	\$	2,500.00		
Insurance	\$	-		
Host Administration Fee	\$	-		
Cell Phone	\$	900.00	75/month	
Misc	\$	200.00		
Total	\$	163,799.65		

Algoma Regional CBO (125,000/year salary)								
	Municipality	Total Weighted Assessment	Cost based on total assessment (40% weighted)	Estimated # of Permits	% Based on permits	Cost Based on Permits (60% weighted)	Total Cost	
1	Plummer Additional	\$ 113,782,600.00	11.8%	7,726.68	22	11.7%	\$ 11,500.83	\$ 19,227.51
2	Johnson Township	\$ 131,619,000.00	13.6%	8,937.91	25	13.3%	\$ 13,069.12	\$ 22,007.03
2	Tarbutt Township	\$ 110,491,400.00	11.5%	7,503.19	20	10.6%	\$ 10,455.30	\$ 17,958.48
3	Bruce Mines	\$ 50,269,800.00	5.2%	3,413.69	15	8.0%	\$ 7,841.47	\$ 11,255.17
4	Thessalon	\$ 92,613,200.00	9.6%	6,289.12	27	14.4%	\$ 14,114.65	\$ 20,403.78
5	Huron Shores	\$ 282,259,700.00	29.3%	19,167.53	44	23.4%	\$ 23,001.65	\$ 42,169.18
6	North Shore	\$ 93,429,800.00	9.7%	6,344.58	15	8.0%	\$ 7,841.47	\$ 14,186.05
7	Jocelyn	\$ 90,375,300.00	9.4%	6,137.15	20	10.6%	\$ 10,455.30	\$ 16,592.45
	Total Assessment	964,840,800			188			\$ 163,799.65
	Assessment Allocation	\$ 65,519.86		\$ 98,279.79				
	Total Costs	\$ 163,799.65						

New municipality joining Consortium –
based on average of percent (weighted assessment and number of permits) of CBO salary.

Average percent	Salary Increase
<10%	\$3,000
10.1-12.5%	\$4,000
12.6-15%	\$5,000
15.1-20%	\$6,000
20.1-30%	\$7,000
>30%	\$8,000

Municipality	Distance (km)	Distance Share	Monthly Mileage (total input)	Allocated Mileage	Rate per km	Amount Owing (\$)
WEST			250			
Johnson	15	0.08621		21.55 \$	0.70 \$	15.09
Tarbutt	20.8	0.11954		29.89 \$	0.70 \$	20.92
Bruce Mines	31.2	0.17931		44.83 \$	0.70 \$	31.38
Plummer	48	0.27586		68.97 \$	0.70 \$	48.28
Jocelyn	59	0.33908		84.77 \$	0.70 \$	59.34
					\$	175.00
EAST			400			
Thessalon	72.4	0.16358		65.43 \$	0.70 \$	45.80
Huron Shores	126.2	0.28513		114.05 \$	0.70 \$	79.84
North Shores	244	0.55129		220.52 \$	0.70 \$	154.36
TOTAL	601.6				\$	280.00

Schedule “D”

Central Algoma Building Services Intermunicipal Agreement

Submitted Building/Demo Applications Instructions

Municipality shall:

- Review application for property address, contact information, drawings, signature and date.
- Request digital plans in addition to plans too large to scan.
- Indicate the date application and plans are received.
- Ensure that application meets zoning requirements.
- Provide written zoning report to CBO.
- Email the scanned application with documents to the CBO.

CBO shall:

- Complete a full review of the plans.
- Issue the permit once all information has been received to satisfaction.
- Email the permit to the municipality to be printed for payment and pick up.
- Notify the municipality when the permit has been closed and/or final occupancy has been issued.

Schedule E

Huron North Channel Area Building Services Intermunicipal Agreement

The Ontario Building Officials Association (OBOA)

Certification Maintenance – CPDP Educational Credits

OBOA Member: Kevin Lavergne

Certification: Certified Building Code Official (CBCO)

Term Length: 3-year cycles

Active Term: January 1st 2026 to December 31st 2028

Credit requirement for the maintenance of CBCO certification are as follows:

Before the end date of the member's active term, the member must achieve a minimum of **60 total credits**. The credits must follow the below stipulation.

Between 30 and 60 Structured Credits

Between 0 and 30 Independent Credits

Credits are achieved through methods as recognized by the OBOA, those methods include:

- Attendance at the Annual Meeting and Training Sessions (AMTS)
- Technical training courses offered by the OBOA
- Attendance at Northern Lights Chapter Meetings

Fees incurred to attend the above seminars, meetings, or training sessions will include:

- Travel costs to and from the event
- Registration fees
- Lodging (if required)
- Membership fees (for Northern Lights Chapter membership)

The Corporation of the Township of Jocelyn

BY_LAW No. 2026-Xx

Being a by-law to confirm the proceedings of the Council of Township of Jocelyn at its meeting on the 29th day of April , 2026.

Whereas Subsection 3 of Section 5 of the Municipal Act, SO 2001, c. 5, provides that municipal powers, 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 it is deemed expedient and desirable that the proceedings of the Council at its meeting on the **29th day of April 2026**, be confirmed and adopted by by-law.

Now therefore, the Council of The Corporation of The Township of Jocelyn hereby **Enacts as follows:**

1. That the actions of the Council at its meeting held on the **29th day of April 2026**, in respect of each motion, resolution and other action passed, and taken by the Council at its meeting, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this Bylaw; and
2. That the Head of the Council and the proper officers of the Corporation of the Township of Jocelyn are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chair and the Clerk are hereby directed to execute all documents necessary in that behalf, and to affix the Corporate Seal of the Corporation of the Township of Jocelyn to all such documents.
3. This By-law shall come into force and effect on the date of final passing thereof.

Passed in Open Council on the **29th day of April 2026**.

Reeve

Clerk

