

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-33

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF MONO. (Building Service Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the Town of Mono in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 9th day of April, 2026.

Lisa Post, Warden



Michelle Dunne, Clerk

AGREEMENT FOR THE PROVISION OF BUILDING SERVICES

This Agreement is made effective on the ____ day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN
("Dufferin County")

- and -

THE CORPORATION OF THE TOWN OF MONO
("Town of Mono")

WHEREAS the Town of Mono and Dufferin County are desirous of entering into a relationship whereby the Town of Mono will utilize the services of certain Dufferin County employees;

AND WHEREAS subsection 3(5) the *Building Code Act, 1992*, S.O. 1992, c. 23, provides that the council of an upper-tier municipality and of one or more municipalities in the upper-tier municipality may enter into an agreement for the enforcement by the upper-tier municipality of the *Building Code Act, 1992* in the municipalities and for charging the municipalities the whole or part of the cost;

AND WHEREAS in addition, subsection 20(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25, provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the *Municipal Act, 2001*, 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 the Town of Mono is a municipality within the upper-tier municipality of Dufferin County;

AND WHEREAS the parties to this Agreement wish to enter into this Agreement for the sharing of the costs of the enforcement of the *Building Code Act, 1992*;

AND WHEREAS a breakdown of costs for services rendered will be allocated proportionately to those receiving services from Dufferin County, which may be revised from time-to-time;

AND WHEREAS the Town of Mono and Dufferin County wish to clarify certain obligations and rights in respect of relationship between the municipalities;

THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually covenant and agree as follows:

1. Recitals

1.1 The above recitals are true and hereby incorporated into this Agreement by reference.

2. General

2.1 The Town of Mono hereby agrees to retain the services of employees of Dufferin County, subject to the terms in this agreement, who shall perform Building Services duties as defined in Section 2.5 the Town of Mono and as further agreed to by Dufferin County in writing from time to time as it relates to Building Services, including the services of a chief building official, building inspectors and plans review personnel ("**Building Officials**").

2.2 In carrying out the agreed upon duties and responsibilities, employees of Dufferin County shall comply with all applicable law federal, provincial and municipal including but not limited to all by-laws, policies, procedures, rules and regulations in force from time to time and that are applicable to the Building Services being provided by Dufferin County in this Agreement.

2.3 Dufferin County shall carry out the Building Services agreed upon by the parties in a diligent, faithful and honest manner.

2.4 Neither the Town of Mono nor Dufferin County nor any of their respective employees or representatives are employees of the other party and neither Dufferin County nor the Town of Mono shall represent to the contrary to any entity or individual. Neither party shall be liable for any obligations incurred by the other party other than specified herein and as agreed to in writing by the parties, it being specifically understood that the respective activities of each of the parties shall be operated separately. This Agreement is not intended to create and shall not be deemed to have created the relationship of partners or joint venturers or any other relationship between the parties hereto.

2.5 Dufferin County shall appoint, by by-law, a chief building official pursuant to subsections 3(5) and (6) of the *Building Code Act, 1992* and Dufferin County shall appoint inspectors pursuant to the above sections and shall issue the required Certificates under subsection 3(8) of the *Building Code Act, 1992* and retain or

engage plans review personnel that shall be performing all building plans review, inspection and enforcement services under the *Building Code Act, 1992* (collectively, the "**Building Services**") under the provisions of this Agreement.

3. Duration of Agreement

- 3.1 This Agreement shall be for a term of five (5) years and shall begin on May 1, 2026 (the "**Commencement Date**") and shall continue to remain in effect ending on April 30, 2031 (the "**Initial Term**") and shall be automatically renewed for subsequent three (3) year terms for a total of 5 additional renewal terms for a total of 15 years of automatic renewals (the "**Renewal Term**") unless either party terminates this Agreement by providing the other party with written notification of the termination of a minimum of one year prior to the effective date of termination set out above for the Initial Term and Renewal Term.
- 3.2 This Agreement and the Building Services provided by Dufferin County may be terminated by either Party the Town of Mono in their sole and absolute discretion any time, upon providing the other Party with a minimum of one-year written notice of the termination (the "**Termination Notice**").
- 3.3 In the event the Town of Mono exercises its option to terminate this Agreement and the Building Services provided to the Town of Mono under the terms of this Agreement pursuant to Section 3.2 above, the obligations and services provided by Dufferin County shall cease three (3) months following the date set out in the Termination Notice with no further obligation or responsibility to the Town of Mono upon which date the terms and conditions of this Agreement shall become null and void.
- 3.4 In the event that this Agreement is terminated, the Party that exercised the termination right in accordance with section 3.2 shall be solely responsible for all transition costs, including: the cost of digitization, record storage, and/or records retention requirements.
- 3.5 In the event the agreement is terminated, all permit applications, permits and enforcement cases that remain open with Dufferin County prior to the termination date, will remain with Dufferin County and the County will be responsible for continuing building services for these files until they are closed.
- 3.6 The Parties agree that upon expiry or termination of this Agreement, enforcement cases managed by Dufferin County that have been open for at least six months shall be transferred to the Town of Mono unless an order has been issued.

4. Fees Payable

- 4.1 No fees are payable from either party under this Agreement.
- 4.2 The Parties agree that Dufferin County is entitled to retain all permit fees received and this is the mechanism for recovery of its costs to provide the Town of Mono with the services herein.

5. Building Services Duties

- 5.1 The parties agree that the Building Officials shall provide Building Services to the Town of Mono and their duties shall include but not limited to plans review, processing and issuance of building permits, building inspections and building code enforcement and as agreed to by the parties in writing and the Building Officials shall at all times perform these services in a timely fashion and in accordance with all applicable law.
- 5.2 In addition to Section 5.1 above, the Building Officials are providing services to the Town of Mono in order to respond to any and all building code enforcement related matters solely related for the purposes of reviewing non-compliance of permit, planning applications and property in accordance with applicable law including but not limited to the *Building Code Act, 1992*.
- 5.3 The Town of Mono agrees that it remains responsible for by-law and property standards enforcement matters. Dufferin County is only providing building code enforcement services under this Agreement. Further, the Town of Mono shall be responsible for the enforcement of all land use and zoning by-laws passed by the Town of Mono and shall inform Dufferin County of all relevant land use and zoning by-law provisions under the jurisdiction of the Town of Mono which provisions are included as part of the requirements set out under section 1.1.3.3 of O. Reg 305/03 3 by completing and providing a Municipal approval for all building permit applications. .
- 5.4 The Town of Mono shall, as required by Dufferin County, provide timely responses and background information, reviews for applicable law, upload forms and other supporting tasks as required by Dufferin County in support of Building Services work under this Agreement.
- 5.5 Dufferin County agrees that as part of the Building Services performed under Sections 5.1 and 5.2 above, Dufferin County agrees to provide reports and updates to Town of Mono staff as requested on building permit and enforcement activity.

5.6 The Municipal and County duties are set out in Appendix A attached to this Agreement.

6. System Requirements

6.1 Dufferin County will be responsible for completing all requests made by MPAC on a monthly basis or as requested with regards to uploading permit drawings for assessment purposes.

6.2 The Town of Mono acknowledges and agrees that it shall use and rely on the same software platform as Dufferin County in the administration and processing of permits and applications as may be amended and or changed from time to time.

6.3 The Town of Mono acknowledges and agrees that it shall be responsible for training its staff to utilize the software platform identified by Dufferin County in Section 6.1 above for the purposes of municipal review during the permit application phase, records management and financial processing.

7. Mutual Indemnity

7.1 The Town of Mono hereby agrees to indemnify and save harmless Dufferin County from any and all losses, costs, expenses, liabilities and other claims incurred by Dufferin County arising out of, or connected with, or in any way associated with, the performance or non-performance of the Town of Mono's obligations under this Agreement provided that Dufferin County's actions are in compliance with the terms and conditions of this Agreement.

7.2 Dufferin County hereby agrees to indemnify and save harmless the Town of Mono from any and all losses, costs, expenses, liabilities and other claims incurred by the Town of Mono arising out of, or connected with, or in any way associated with, the performance or non-performance of Dufferin County's obligations under this Agreement provided that Dufferin County's actions are in compliance with the terms and conditions of this Agreement.

7.3 All liability insurance required under this Agreement, excluding WSIB coverage, must include an additional insured endorsement naming Dufferin County, its officers, employees, and agents as additional insureds. This coverage must extend to liability arising from both ongoing and completed operations performed by Dufferin County under this Agreement. If a claim, statement of claim, or legal action is commenced in which the Town of Mono is named as a defendant for matters arising out of the County's services under this Agreement, Dufferin County's insurance shall assume primary responsibility for the defence of the claim

8. Severability

- 8.1 If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
 - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

9. Dispute Resolution

- 9.1 The Parties shall make every reasonable effort to resolve all disputes regarding the interpretation or implementation of this Agreement that may arise during the term of this Agreement by negotiation, in accordance with the following:
- (a) In the event of a dispute, the party raising the dispute shall provide reasonable particulars of the dispute in writing to the other party.
 - (b) Upon receipt of particulars of the dispute, the authorized representatives of the Parties shall, by telephone or in-person, engage in good faith negotiations with a view to resolving the dispute.
 - (c) The dispute shall proceed through a four-stage resolution process, through the parties' authorized representatives.
 - (1) The first stage shall involve the department heads/Chief Building Official of each respective party, or their designate.
 - (2) In the event that the matter is not resolved within ten (10) business days, the dispute shall be referred to the chief administrative officers of each respective party, or their designate.
 - (3) In the event that the chief administrative officers cannot resolve the dispute the parties shall proceed to mediation.
 - (4) In the event that the Parties cannot resolve the dispute at good faith mediation, the Parties shall proceed to arbitration

before a single arbitrator in accordance with the Ontario *Arbitrations Act*.

- 9.2 The parties agree that, subject to any termination rights set out in this Agreement, the existence of a dispute shall not interfere with the performance by the parties of their respective obligations under this Agreement, and each party shall continue to perform its obligations under this Agreement pending the resolution of the dispute.

10. Governing Law

- 10.1 This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada.

11. Further Assurances

- 11.1 The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

12. Amendment and Waiver

- 12.1 No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

13. Enurement

- 13.1 This Agreement enures to the benefit of and is binding upon the parties.

14. Assignment

- 14.1 Neither this Agreement nor any right or obligation under this Agreement may be assigned by any party without the prior written consent of the other Parties.

15. Covenants

- 15.1 All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement between the parties pertaining to the Building Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including the existing 2001 Agreement upon the commencement date of this Agreement. The parties acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

17. General Provisions

17.1 The parties agree that:

- (a) words importing the singular only shall include the plural;
- (b) words importing the masculine only shall include the female;
- (c) words importing a person shall include a corporation;
- (d) the part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (e) all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto; and
- (f) whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "**without limiting the generality of the foregoing**" do not precede such list or reference.

18. Counterparts and Electronic Signature

- 18.1 This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Counterparts may be executed either in original or electronic PDF and the parties hereto shall adopt any signatures received by email as original signatures of the parties.

19. Communications

- 19.1 Any communication under this Agreement by either party shall be in writing and may be delivered:
- (a) personally or by courier;
 - (b) by prepaid registered mail; or
 - (c) by electronic mail or equivalent electronic means of transmission, if a hard copy of the communication is delivered by one of the three methods of delivery referred to above.

to the persons and addresses as follows:

to Dufferin County at:
Becky MacNaughtan, Chief Building Official
55 Zina Street
Orangeville ON L9W 1E5
bmacnaughtan@dufferincounty.ca

to the Town of Mono at:
Fred Simpson, Clerk
347209 Mono Centre Road
Mono ON L9W 6S3
fred.simpson@townofmono.com

or to any other address as any of the parties may at any time advise the other by communication given or made in accordance with this Section.

- 19.2 Any communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the communication will be deemed to have been given or made and received on the next business day. Any communication transmitted by facsimile, e-mail or other functionally

equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the communication is transmitted on a day which is not a business day or after 4 p.m. (local time of the recipient), the communication will be deemed to have been given or made and received on the next business day.

[Signature page to follow]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement in the Province of Ontario and agree to be bound thereby as of the day, month and year first written above.

THE CORPORATION OF THE COUNTY OF DUFFERIN

Authorized by By-Law No. 2026-33 the
9th day of April, 2026.

Per: _____

Name: Lisa Post

Title: Warden

Per: _____

Name: Michelle Dunne

Title: Clerk

We have authority to bind the organization.

THE CORPORATION OF THE TOWN OF MONO

Authorized by By-Law No. _____
the ____ day of _____, 2026.

Per: _____

Name: John Creelman

Title: Mayor

Per: _____

Name: Mike Dunmore

Title: Chief Administrative Officer

We have authority to bind the organization.

Appendix A - Task Matrix

Task	Dufferin County Building Services	Municipality
Processing Building Permit Applications	Process applications, verify completeness, and determine compliance with applicable law as provided by the Municipality.	Complete Municipal Approval review confirming zoning, land use permissions, and applicable law requirements under O. Reg. 305/03 s.1.1.3.3. Provide timely responses, background information, and applicable law confirmations required for issuance. Collect municipal development charges, fees, and deposits when applicable. Upload Municipal Approval (MA) form to permit file and approve the MA review in County's building software.
Plans Review	Conduct plans review for all building permit applications; ensure compliance with the Building Code Act (BCA) and Ontario Building Code (OBC).	Not responsible.
Issuance of Building Permits	Issue building permits in accordance with the BCA, OBC, and applicable law.	Provide timely responses, background information, and applicable law confirmations required for issuance.
Building Inspections	Perform all required inspections within mandated timeframes,	Not responsible.

Task	Dufferin County Building Services	Municipality
	complete and issue inspection reports.	
Building Code Enforcement (BCA)	Investigate non-compliance related to building permits, construction, and Building Code matters, issue Orders under the BCA, manage enforcement files.	Not responsible.
Property Standards Enforcement	Not responsible.	Fully responsible for all property standards and municipal by-law enforcement.
Zoning and Land Use Enforcement	Not responsible.	Fully responsible for enforcing zoning and land use by-laws.
Review of Applicable Law	Not responsible.	Conduct full applicable law review for planning, zoning, conservation authority, heritage, and other municipal approvals.
Responding to Enforcement Matters	Respond to all Building Code enforcement matters related to non-compliance with permits, construction, and BCA requirements.	Respond to all property standards, zoning, and by-law matters.
Document Management	Maintain permit drawings, documents, inspection notes, reports, orders, and enforcement records in accordance with BCA requirements.	Upload required forms, provide supporting documents, and maintain municipal records related to zoning and by-law approvals.
Reporting and Updates	Complete monthly reporting to external agencies (MPAC, Statistics Canada, Tarion, CMHC). Provide reports and updates to municipal staff	Review reports, provide feedback, and communicate relevant municipal information affecting building services.

Task	Dufferin County Building Services	Municipality
	on building permit activity, inspections, and enforcement matters upon request.	
MPAC Uploads	Responsible for uploading permit drawings to MPAC monthly or as requested.	Not responsible.