

**TOWN OF RIVERVIEW
BUILDING INSPECTION AND MUNICIPAL PLANNING
SERVICES AGREEMENT**

THIS BUILDING INSPECTION AND MUNICIPAL PLANNING SERVICES AGREEMENT (the "Agreement") made this __ day of _____, 2018.

BETWEEN: **TOWN OF RIVERVIEW**, a municipal corporation ("Riverview"),

AND: **SOUTHEAST REGIONAL SERVICE COMMISSION (REGION 7)**, a regional service commission established under the *Regional Service Delivery Act*, SNB 2012, c. 37 (the "Commission").

WHEREAS Riverview wishes to obtain certain building inspection and municipal planning services from the Commission (the "Services"), subject to the terms and conditions herein set forth.

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

1. **Term & Review**. The Agreement shall commence on January 1, 2020 (the "Effective Date") and shall continue for three (3) years unless terminated sooner by either party in accordance with the terms and conditions of this Agreement. This Agreement may be renewed for further three (3) year terms upon the parties' mutual written agreement following Riverview and the Commission's review of the existing terms of the Agreement. Riverview to provide the Commission with prior written notice of its intention to renew the Agreement at least one (1) Contract Year prior to the expiration of the initial term or any renewal term. Each twelve month period commencing on January 1st and ending on December 31st while the Agreement is in effect shall be referred to herein as a "Contract Year".
2. **Payment**. The annual cost of the Services is determined in the attached Schedule "A". Riverview will remit payment to the Commission on a quarterly basis in four (4) equal installments, payable on January 1st, April 1st, July 1st and October 1st respectively of each year that the Agreement is in effect.
3. **Annual Budget**. Annual budget submission to be provided by the Commission to Riverview by November 15 of each year of the term of this Agreement outlining anticipated revenues and planned expenditures. Riverview approves the budget for the Services annually. The annual budget is to be consistent with the original proposed budget submitted by the Commission as outlined in Schedule "B". If amendments to the budget and services provided are made, they must be approved in writing by Riverview in order to be binding.
4. **Building Inspection Services**. The Services provided to Riverview by the Commission shall include the following building inspection services pursuant to the terms and conditions of this Agreement:
 - (a) Receiving and processing all building permit applications;

- (b) Collecting all building and development fees and remitting these fees to Riverview on a monthly basis;
- (c) Providing monthly building inspection reports;
- (d) Providing monthly reports on building permits issued, including but not limited to type of permit and revenue collected;
- (e) Maintaining and providing Riverview with access to the building permit tracking system and inspection reports, including the provision of remote access when available;
- (f) The levels of mandatory inspection for residential - single, two unit and semi-detached dwellings, shall consist of:
 - (i) Pre-Backfill - Foundation inspection prior to back-filling;
 - (ii) Framing inspection before insulation and sheet rocking;
 - (iii) Pre-Drywall Inspection - Vapour barrier and insulation inspection; and
 - (iv) Pre-Occupancy Inspection - Final inspection(s) related to ensuring full compliance with the National Building Code requirements.
- (g) Inspections will also be carried out on commercial, industrial and institutional buildings, as required.
- (h) Providing support with by-law enforcement on building inspection matters.

5. Municipal Planning Services. The Services provided to Riverview by the Commission shall include the following municipal planning services in keeping with the *Community Planning Act*, SNB 2017, c. 19 and the *Regional Service Delivery Act*, *supra* pursuant to the terms and conditions of this Agreement:

- (a) **Administration of Planning By-Laws** - Preparing and administering Riverview's planning by-laws such as: Municipal Plan By-Law, Zoning By-Law, Subdivision By-Law, Controlled Access By-Law, and any other by-laws passed by Riverview under the authority of the *Community Planning Act*, *supra* including the review and update of by-laws as required by Riverview Town Council ("Council");
- (b) **Development Control**
 - (i) Managing Riverview's development services and processing applications for building permits, development permits, subdivision, zoning compliance and confirmation letters, rezoning and Planning Advisory Committee ("PAC") applications;
 - (ii) Assisting with the 3-stage permitting system for foundation location, foundation elevation, lot grading and drainage plans for single and two-unit dwellings;

- (iii) Responding to public planning, development and zoning inquiries;
 - (iv) Monitoring terms and conditions and conditional zoning agreements to ensure compliance with approved development plans; and
 - (v) Providing support with by-law enforcement on zoning matters.
 - (vi) Providing final copies of all approved subdivision plans to Riverview's Engineering Department.
- (c) **Discretionary Planning Approvals** - Assisting Riverview's PAC in making decisions on development applications that involve a variance, terms and conditions, non-conforming use, temporary use and rulings of compatibility.
- (d) **Subdivision Approval** - Process subdivision applications for Riverview.
- (e) **Rezoning Applications** - Process Municipal Plan and Zoning By-Law amendments which involve public presentations, public hearings, and providing Riverview's PAC with written opinions and recommendations on these matters to Council;
- (f) **Community Planning Assistance** - Assist Council with the by-law enactment and adoption process, including legislative drafting of same;
- (g) **Coordinate Development Review Meetings in Town of Riverview** - Coordinate inter-departmental reviews with Riverview on all planning and development applications to ensure that applications comply with Riverview's Municipal Plan By-Law, Zoning By-Law, Subdivision By-Law and other municipal requirements;
- (h) **Certification of Planning Documents** - Certifying instruments and documents that transfer interest in land for registry office; and
- (i) **Development Reports** - Providing Riverview with monthly development reports, which will include but not be limited to details regarding the type of development activities processed and administered by the Commission, as well as revenues, remittances to Riverview.

It is also agreed that members of the Commission's planning staff will be appointed to serve as a resource to Council and the PAC and will attend their meetings to provide advice on planning matters that are before them.

6. Dedicated Employees and Support.

- (a) The Commission will devote two (2) fulltime employees dedicated to overseeing the Commission's provision of the Services to Riverview (the "Dedicated Employees"). The Dedicated Employees shall be comprised of:
- (i) One (1) fulltime professional planner (development officer)
 - (ii) One (1) fulltime building inspector (development officer)

- (b) The Commission will ensure its head office staff will provide redundancy coverage for vacation or leaves of absence.
- (c) The Commission will ensure that persons holding leadership positions at the Commission related to the Services will be made available for support and guidance to their Dedicated Employees and Riverview management & Council if necessary.
- (d) The Dedicated Employees will participate in ad hoc planning and development team meetings with Riverview employees.
- (e) Riverview will also benefit from having ad hoc access to the Commission's other professional planning, GIS and building inspection staff in order to support development activities in Riverview.
- (f) The Commission will provide the Dedicated Employees with computers, mobile devices, and any other necessary information technology related equipment.

7. Obligations of Riverview.

- (a) Riverview will provide the Dedicated Employees with work space in a Riverview facility. Riverview will provide the Dedicated Employees with a desk, filing space, an office telephone and internet connectivity. Riverview will be responsible for utility costs associated with the Dedicated Employees.
- (b) Riverview will provide general administrative support including directing of general inquiries and phone calls.
- (c) Riverview will provide administrative support to the PAC, including preparation of agendas and documenting the minutes of PAC meetings.

8. Responsibility for Commission Personnel. Notwithstanding the foregoing, the Commission is solely responsible for the Dedicated Employees and any other Commission employees who assist in the provision of the Services to Riverview (the "Commission Personnel"). In no event shall Riverview be held responsible for the Commission Personnel, or for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, employment insurance, workers' compensation insurance payments and disability and any other benefits. In no event shall the Commission Personnel be entitled to any benefits offered or provided to Riverview's employees.

9. Indemnification by Riverview. Riverview accepts full legal responsibility and will pay for the defense of any lawsuits resulting from negligence, misuse or errors, as well as dereliction of duty in exercising the powers of the building inspector when the service was delivered by Riverview and any action brought against the Commission in relation thereto will be defended at the expense of Riverview. Riverview agrees to completely indemnify the Commission for all costs of any kind incurred as a result of; or arising out of, building inspection and municipal planning services provided by Riverview prior to the Effective Date.

10. Indemnification by Commission. The Commission shall indemnify, defend and hold harmless Riverview, its directors, officers, employees, agents, successors and permitted assigns

from and against all liabilities, losses, claims, settlements, actions, interest, awards, judgments, damages, fines, fees, penalties, costs and expenses, including the costs of enforcing any right to indemnification under this Agreement, pursuing insurance, and attorney's fees (collectively, "Losses"), arising out of or related to any third party claim, suit, action or proceeding (each, an "Action") arising out of or related to (a) any act or omission of the Commission or any agent, employee or independent contractor of the Commission in connection with the performance of the Services, or (b) the breach of any warranty, representation, covenant or agreement set forth in this Agreement by the Commission or any agent, employee or independent contractor of the Commission.

11. **Insurance.** Under this Agreement, the Commission will assume responsibility for providing liability insurance coverage for the Services provided to Riverview.

12. **Assignment.** Neither this Agreement, nor any rights, remedies, liabilities or obligations arising under it or by reason of it shall be assignable. This Agreement shall enure to the benefit of and be binding on the parties and their respective successors.

13. **Diligence and Co-operation.** The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to perform the obligations contemplated by this Agreement, and each party shall provide further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after the date of signature.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and except as stated in it and in the instruments and documents to be executed and delivered, contains all the representations and warranties of the respective parties.

15. **Termination.** The Agreement may be terminated by either party at any time and for any reason by providing written notice prior to the end of the then current Contract Year that effective as of the end of the next Contract Year, the Agreement shall be terminated. . In the event that Riverview terminates this Agreement with less than one (1) Contract Year's notice to the Commission, Riverview will pay to the Commission an amount equal to the cost contemplated herein over that Contract Year.

16. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the Province of New Brunswick, and the laws of Canada applicable therein.

17. **Dispute Resolution.** In the event of any dispute or claim in respect of this Agreement, the parties agree that same shall be determined by a single arbitrator. If the parties cannot agree on an arbitrator, then either party may apply to the court pursuant to the *Arbitration Act*, SNB 2014, c. 100 for the appointment of an arbitrator.

18. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19. **Severability.** If any term or provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon any such holding, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the

