



# Municipality of West Elgin

## Addendum Agenda

### Council Meeting

Date: January 12 2023, 9:30 a.m.  
Location: West Elgin Community Complex - Hybrid Meeting  
160 Main Street  
West Lorne  
Electronic Hybrid Meeting

This meeting will be held in a Hybrid format. This meeting is broadcasted and the recording made available after the meeting on the municipal website. If you require an alternate format or accessible communication support or wish to receive the link to the meeting via email please contact the Clerk, at 519-785-0560 or by email at [clerk@westelgin.net](mailto:clerk@westelgin.net).

Pages

#### 3. Disclosure of Pecuniary Interest

##### 3.1 *Deputy Mayor Leatham - R. Brown, Planner - Road Allowance Closure Request – O'Malley Rd – Recommendation Report 2022-48*

Is requester of the Road Closure.

#### 14. *Closed Session*

Recommendation:

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at \_\_\_\_\_ a.m. under Section 239(2)(b) in order to give consideration to items pertaining to personal matters about identifiable individual(s) including municipal or local board employee(s).

#### 15. *Report from Closed Session*

#### 16. By-Laws

**16.3    *By-Law 2023-04 - Shared Services Agreement with the Municipality of Southwold***

**3**

Recommendation:

That By-Law 2023-04 , being a By-law to Authorize the Execution of an Agreement an agreement for the provision of Building Code Act Administration and the Enforcement Services with the Township of Southwold, be read a first, second and third and final time.



# MUNICIPALITY OF West Elgin

## The Corporation of the Municipality of West Elgin

### By-Law No. 2023-04

#### **Being a By-law to Authorize the Execution of an Agreement an agreement for the provision of Building Code Act Administration and the Enforcement Services with the Township of Southwold**

**Whereas** Section 9 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** Section 20 of the *Municipal Act, 2001, S.O. 2001* as amended authorizes a municipality to enter into agreements; and

**Whereas** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with the Township of Southwold for the provision of Administration and Enforcement of the *Building Code Act*; and

**Now Therefore** the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with the Corporation of the Township of Southwold, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and CAO/Treasurer/Deputy Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on January 16, 2023.

Read a first, second, and third time and passed this 12<sup>th</sup> day of January, 2023.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

**Township of Southwold**



**Municipality of West Elgin**



**Building Services Agreement**

This agreement made this 12<sup>th</sup> day of January, 2023.

Between:

**The Corporation of the Township of Southwold**

(Hereinafter referred to as "Southwold")  
Of the First Part

- and -

**The Corporation of the Municipality of West Elgin**

(Hereinafter referred to as "West Elgin")  
Of the Second Part

Whereas Section 3(3) of the Building Code Act (the "Act"), authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and Inspectors;

And Whereas the West Elgin wishes to obtain Building Code Act services from the Southwold Building Services Department;

And Whereas the Southwold is willing to provide Building Services to West Elgin, as set out in this agreement;

Now Therefore the parties hereto mutually agree as follows:

**General**

1. Southwold will provide the services of the Southwold Building Services Department to West Elgin for the administration and enforcement of the Ontario Building Code Act and Building Code.

2. The employees providing Building Services to the Municipality of West Elgin shall be employees of the Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
3. While providing service to West Elgin, Southwold Building Services Department shall comply with West Elgin operating policies and procedures. The West Elgin CAO/Treasurer shall be immediate supervisor for operational matters in West Elgin. Operational matters do not include employment terms, human resources, or disciplinary matters. Any concerns or issues from West Elgin about Southwold Building Services employment matters shall be directed to the Southwold CAO.
4. The Southwold Building Services Department Chief Building Official and Deputy Chief Building Official shall be appointed Municipality of West Elgin.
5. The Chief Building Official, Southwold CAO and West Elgin CAO shall be authorized to determine administrative and scheduling details to implement this agreement.

**Service Provision and Costs**

6. The parties agree that the Southwold Building Services Department shall provide all necessary resources for the administration and enforcement of the Building Code Act, Building Code and related building services for West Elgin. Services include, but are not limited to:
  - a) General Building inquiries and advice,
  - b) Building Pre-consultation activities,
  - c) Building Plans Review,
  - d) Building Permit Issuance,
  - e) Building Inspections,
  - f) Building Code Enforcement,
  - g) Building Reporting and Statistics,
  - h) Advice and recommendations on Building Services,
  - i) Building comments on Planning and Development Applications,
  - j) Reporting to West Elgin Council as required,
  - k) Other typical and customary municipal building department services and activities.

7. Southwold shall invoice West Elgin on a monthly basis for Building Services provided.
8. The monthly fee shall be \$7,287.00. Partial months shall be prorated based on the number of working days in the month.
9. The fee set out in Section 8 shall be for the year 2023. The monthly cost shall be adjusted on January 1 of each subsequent year in accordance with the Statistics Canada, Consumer Price Index – Ontario – All Goods for the 12 months ending September 30 each year.
10. The monthly fee includes all labour, services and equipment utilized by Southwold to fulfill the requirements of this agreement.
11. This agreement is based on Building Services activity levels for West Elgin being similar to 2022 levels. A significant deviation in building activity may require review in accordance with Section 21.
12. The reporting location for Building Services Department Staff when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0.
13. West Elgin shall provide appropriate workspace for Building Services Department staff when working from West Elgin, in accordance with West Elgin approved service levels and budget allocations.
14. It is understood that service provision to West Elgin will include remote, off-site work. Physical attendance by Southwold Building Services staff to West Elgin shall be as required to fulfill the requirements of this agreement.
15. West Elgin will maintain and provide appropriate access to the online “Cloud Permit” Building Permit system to Southwold Building Services Department staff.
16. Southwold will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.
17. Any additional and third-party costs associated with proceedings under Section 36 or 38 of the Building Code Act shall be the responsibility of West Elgin. West Elgin shall be solely entitled to any awards or costs in favour of West Elgin in such proceedings.

**Ongoing Review**

18. The Chief Building Official, West Elgin CAO and Southwold CAO shall meet quarterly to review operation of this agreement. The CAO's are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement.
19. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

**Agreement Term**

20. This agreement shall commence on January 16, 2023 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

**Agreement Amendment**

21. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

**Agreement Termination**

22. Either party may terminate this agreement by providing written notice to the other party.
23. Termination of the agreement will take place 3 months after notification has been provided in writing and acknowledged by the other party, or at another date, mutually agreed upon, in writing, by the parties.

**Building Department Staff - Resignation, Termination, Illness - Inability to Provide Service**

24. Should the Southwold Building Services Department be unable to fulfill the responsibilities and requirements set out in this agreement, Southwold shall:
  - a) immediately notify West Elgin,
  - b) work collaboratively with West Elgin to maintain the provision of Building Services in the short-term, until Building Services are restored, or another course of action is determined.
25. Notwithstanding Section 22, either party may immediately terminate this agreement if the Southwold Chief Building Official and Deputy Chief Building Official are unable to fulfill the responsibilities and requirements set out in this agreement.



26. Southwold shall not be held liable for failure to provide service under this agreement should the Southwold Building Department be unable to fulfill the responsibilities and requirements contained in this agreement.

**Notice**

27. Where required under this agreement, notice shall be provided as follows:

Township of Southwold  
Attn: CAO/Clerk  
35663 Fingal Line  
Fingal ON N0L 1K0  
cao@southwold.ca

Municipality of West Elgin  
Attn: CAO/Treasurer  
22413 Hoskins Line  
Rodney ON N0L 2C0  
treasurer@westelgin.net

28. Notice by Email Communication constitutes written notice under this agreement.

**Severability**

29. The parties agree that if any provision, clause, article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments or parts thereof, shall be and remain in full force and effect.

**Governing Law**

30. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**Insurance and Liability**

31. Southwold and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:
- a) A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Building Services pursuant to this agreement in an amount not less than the full replacement cost.



- b) A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Building Services Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

**Mutual Indemnification**

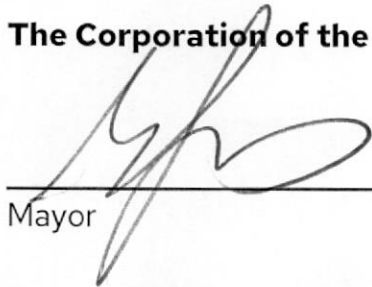
- 32. Southwold covenants and agrees that it shall indemnify, defend and save harmless West Elgin from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.
- 33. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold. This indemnity shall survive the early termination or expiry of this Agreement.


**Counterpart Signing**

- 34. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

**The Corporation of the Township of Southwold**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**The Corporation of the Municipality of West Elgin**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Clerk