



# MUNICIPALITY OF **West Elgin**

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

### **By-Law No. 2021-31**

#### **A By-law to Authorize the Execution of an Agreement between The Corporation of the Municipality of West Elgin and the Port Glasgow Yacht Club governing terms and conditions of work performed on Municipal Property**

**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** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with The Port Glasgow Yacht Club governing the terms and conditions of access and work to be performed on municipal land; 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 Port Glasgow Yacht Club, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and 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 May 13, 2021.

Read a first, second, and third time and passed this 13<sup>th</sup> day of May, 2021.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

## **Schedule A to By-Law 2021-31**

Municipality Of West Elgin

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Between:

The Corporation of the Municipality of West Elgin  
(hereinafter referred to as the "Municipality")  
**Of The First Part**

-and-

Port Glasgow Yacht Club Inc.  
(hereinafter referred to as "Yacht Club")  
**Of The Second Part**

**Whereas** the Municipality and the Port Glasgow Yacht Club wish to enter into an agreement governing the terms and conditions of access to and worked performed on Municipal Land adjacent to the Port Glasgow Marina, located at 8536 Haven's Lake Road;

**Now therefore** that in consideration of the mutual covenants contained herein, the parties hereto covenant and agree to as follows:

### **1. General Terms**

- 1.1. No work shall be performed by either party's land without obtaining written permission from the other party.
- 1.2. Prior to performing any work on Municipal Land, the Yacht Club shall inform the Municipality in written form, of the following details:
  - 1.2.1. Date the work shall take place. If the work is not completed on the date specified, the municipality shall be notified in writing and arrangements for future dates shall be made.
  - 1.2.2. Detailed scope of the work taking place
  - 1.2.3. No work shall be performed without necessary permits
- 1.3. The Municipality shall respond within two business days to Yacht Club's request to perform work on Municipal Land.
- 1.4. The Yacht Club shall at their own expense obtain and maintain until the termination of the agreement and provide the Corporation of the Municipality of West Elgin with evidence of:
  - Professional Liability Insurance on an occurrence basis for an amount not less than two million, (\$2,000,000) dollars and shall include the Corporation of the Municipality of West Elgin as an additional insured with respect to PGYC member's operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed

operations, contingent employers liability, cross liability and severability of interest clauses.

- The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation of the Municipality of West Elgin in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

1.5. The Corporation reserves the right to terminate the agreement at its own discretion as a result of non-compliance by Yacht Club with any conditions contained herein, with fifteen (15) days written notice.

1.6. Yacht Club shall indemnify and save harmless the Corporation of the Municipality of West Elgin, its Officers, Employees and elected officials from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Agreement.

## **2. Severability**

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraph herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

## **3. Notice**

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

(a) to Port Glasgow Yacht Club: Port Glasgow Yacht Club  
PO Box 315  
Rodney ON N0L 2C0

(b) to the Municipality: The Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON N0L 2C0

and if sent by registered mail shall be deemed to have been received on the 4<sup>th</sup> business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this agreement.

**4. Interpretation Of Agreement**

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province of Ontario.

In witness whereof the parties hereto have caused this agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Municipality Of West Elgin**

\_\_\_\_\_  
Mayor Duncan McPhail

\_\_\_\_\_  
CAO/Treasurer Magda Badura

**Port Glasgow Yacht Club**

**Witness**

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Vice President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_  
Past President

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