

The Corporation of the Municipality of West Grey

By-Law Number 2- 2019

**A By-law to Appoint an Acting Chief Building Official
and to enter into a servicing contract with Bill Plewes Building
Code Consultant Inc., and to repeal By-law Number 103-2018
to rescind the appointment of Karen Holt as Interim Acting
Chief Building Official**

Whereas, Section 3, subsection (2) of the Building Code Act S.O. 1992, Chapter 23, as amended, provides that the council of each municipality shall appoint a Chief Building Official for the enforcement of the Building Code Act in the areas in which the municipality has jurisdiction; and

Whereas, the Council of the Corporation of the Municipality of West Grey will require the services of an Acting Deputy Chief Building Official on contract to cover a vacancy;

Now Therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the Municipality of West Grey and Bill Plewes Building Code Consultant Inc., attached hereto and forming part of this by-law.
2. Bill Plewes is hereby appointed as Acting Chief Building Official for the Corporation of the Municipality of West Grey during the term of his contract; and
3. That if the provisions of this by-law conflict with any other by-laws previously passed, then the provisions of this by-law shall prevail.
4. That this by-law comes into full force and effect as of December 18, 2018.
5. That By-law Number 103-2018 is hereby repealed.

Read a first and second time this 8th day of January, 2019

Read a third time, and finally passed this 8th day of January, 2019.

(Signed)

Christine Robinson, Mayor

(Signed)

Mark Turner, Clerk

Agreement made this 18th day of December, 2018

Between: Bill Plewes Building Code Consultant Inc.

- and -
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The Corporation of the Township of Chatsworth and
The Corporation of the Municipality of West Grey

This Consulting Agreement (the "Agreement" or "Consulting Agreement") states the terms and conditions that govern the contractual agreement between Bill Plewes Building Code Consultant Inc. having its principal place of business at 52 Blackburn Ave, Nottawa, Ontario (the "Consultant"), and The Township of Chatsworth, and The Municipality of West Grey (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services for the purpose of enforcing the Building Code Act and its regulations.

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regards to plans review and site inspections relating to the Ontario Building Code according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Term

This Agreement shall begin on December 18, 2018, continue until service is no longer required.

Either Party may terminate this Agreement for any reason with 10 days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the enforcement of the Building Code Act and its regulations. Principal services will be to complete plans review of the construction drawings and site inspections to ensure compliance with the Ontario Building Code. (OBC).

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of \$85.00 per working hour. The Consultant shall invoice the Client on the 15th and month end and such invoices shall be due and payable within 30 days of the Client's receipt of the invoice.

4. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

5. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

6. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

7. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Province of Ontario and subject to the exclusive jurisdiction of the federal and provincial courts.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Bill Plewes Building Code Consultant Inc.

Per:

Bill Plewes, President

The Corporation of the Township of Chatsworth

Per:

Scott Mackey, Mayor

Patty Sinnamon, CAO Clerk

**The Corporation of the Municipality
of West Grey**

Per:

Christine Robinson, Mayor

Mark Turner, Clerk