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Please respond to:
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September 17, 2021

Dan Best, CAO
The Corporation of the Municipality of South Huron
322 Main Street South
P.O. Box 759
Exeter, ON N0M 1S6
via email to cao@southhuron.ca

Dear Mr. Best,

Re: Kirkton Woodham Joint Use (Pool) Agreement

You have requested our comments concerning the Joint Use Agreement entered in by the Municipality in 2013 concerning the Kirkton Woodham Pool. Specifically, you have enquired whether the municipality has a right or ability to terminate the agreement and what notice period may be required. You have also enquired whether the Municipality could allow the Township of Perth South to operate the pool on its own.

In order to provide a response, it is necessary to provide some preliminary comments about the agreement. The agreement indicates that there are three parties: 1) the Municipality of South Huron, 2) the Township of Perth South and 3) the Kirkton-Woodham Pool Committee. As noted in our prior letter of July 17, 2020, the Committee could not be a party to an agreement as it has no separate legal status and is simply an advisory committee created under the terms of the agreement.

Overall, the agreement lacks “substance” (for lack of a better term). That said, it would seem that the agreement remains valid as between the two municipalities.

Section 5 imposes only two obligations upon each of the two Parties (specifically identified as Perth South and South Huron). Those obligations are limited to obtaining “*services, consultants, opinions, reports and advice...as is reasonably necessary*” and “*maintaining WSIB accounts in good standing*”.

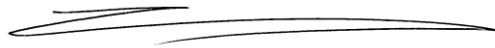
There are no express provisions that would permit early, unilateral termination. In our opinion, it would seem that there is no pressing need for or benefit to termination as there is nothing in the agreement that obliges the Municipality of South Huron to make the pool available for use at any given time.

We would suggest that, in light of the lack of substance in the agreement, it would be best for the Municipality to commence discussions with the Township of Perth South about the preparation of a new, comprehensive agreement to deal with the pool; it may be most efficient to “bundle” this discussion with those concerning the entire property and improvements thereon (i.e. the Community Centre).

As noted in our letter concerning the Community Centre Agreement, as part of the discussions, the Municipality of South Huron could propose an arrangement whereby the Township of Perth South is authorized to operate the facility (as well as or including the pool) on its own. Among other things to consider, the facility is located entirely in South Huron and as such (based upon sections 19 and 20 of the *Municipal Act, 2001*) the Township of Perth South has no authority to operate a community or recreation centre/pool at this location without the consent of the Municipality of South Huron.

We trust our comments are of assistance.

Sincerely,

A stylized electronic signature consisting of two overlapping horizontal strokes, the first in dark blue and the second in a lighter blue.

Edward B. Veldboom
(electronically signed)