

The Corporation of the Township of Whitewater Region

By-law Number 17-09-998

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**Being a by-law to authorize the execution of a  
Memorandum of Understanding with the Muskrat  
Watershed Council for the Beach Aeration System Project**

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

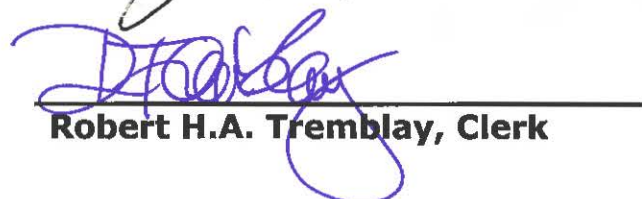
**Whereas**, the Council of the Township of Whitewater Region deems it necessary to enter into an agreement with the Muskrat Watershed Council;

**The Council of The Corporation of the Township of Whitewater Region enacts as follows:**

1. The Mayor and the Chief Administrative Officer/Clerk are authorized to execute the Memorandum of Understanding between the Muskrat Watershed Council and the Corporation of the Township of Whitewater Region.
2. The Memorandum of Understanding is attached as Schedule "A" and forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

**Read a first, second and third time and finally passed this 20th day of September, 2017.**

  
Hal Johnson, Mayor

  
Robert H.A. Tremblay, Clerk

2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION  
(Hereinafter referred to as the "Township") AND

THE MUSKRAT WATERSHED COUNCIL  
(Hereinafter referred to as the "MWC")

CONCERNING THE COBDEN BEACH AERATION SYSTEM  
PROJECT

**1. INTRODUCTION**

1.1 This Memorandum of Understanding (MOU) is between the Township and the MWC, hereinafter referred to as the "Participants".

**2. OBJECTIVES AND SCOPE**

2.1 The purpose of this MOU is to establish an arrangement between the Participants allowing for the construction and maintenance of a beach aeration system at Cobden Beach, Cobden, Ontario.

2.2 The Participants acknowledge that, notwithstanding the wording used in the MOU, neither the MOU as a whole nor any of its parts taken separately are, or ever have been, intended to be a contract and no contractual obligations are incurred by the Participants as a result of the existence of this MOU.

2.3 This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of the MOU must be accomplished in accordance with the applicable procurement laws, regulations and financial authorities.

**3. ORGANIZATION, MANAGEMENT AND RESPONSIBILITIES**

3.1 The MWC will be permitted to construct and place an aeration system on the lake bed at Cobden Beach, Cobden, Ontario, subject to the receiving of a permit by the Ministry of Natural Resources and Forestry for use of the lake bed.

3.2 The MWC will consult with the Township with respect to the timeline of placement of the system.

3.3 The MWC will provide the Township with a reasonable opportunity to have a Township employee be present during placement.

3.4 The MWC will be responsible for all costs related to the placing of the system on the Township property, subject to funding arrangements as set out in Section 4.

3.5 The MWC will procure the system and ensure it is in good repair at all times and shall be responsible for all costs of maintenance.

3.6 The system will be the property of the Township.

3.7 If the system is removed from the beach, the MWC will restore the beach grounds to the same condition as they were prior to the placing of the system or to the satisfaction of the Township.

#### **4. FINANCIAL ARRANGEMENTS**

4.1 The MWC is responsible for all costs relating to the planning, construction, placement, maintenance, and removal of the system.

4.2 The Township will provide a one-time grant of \$16,000 toward the project costs.

4.3 The Township will provide an interest-free loan to a maximum of \$16,000 for the remainder of the project costs.

4.4 The MWC will refund the Township for the loan to be paid back in annual installments and in full no later than December 31, 2020.

4.5 The Township will be responsible for all permit and utility costs.

#### **5. CLAIMS**

5.1 Each Participant waives all claims against the other Participant for injury or death of their personnel or agents if such injury or death relates to the planning, construction, maintenance or removal of the monument. Each Participant waives all claims against the other Participant for damage to, or loss of, its property or land caused by Participants' personnel or agents. If, however, such damage or loss results from reckless acts or reckless omissions, wilful misconduct, or negligence of a Participant's personnel or agents, the cost of any resulting claims will be borne by that Participant alone.

5.2 Claims from any other persons for injury, death, damage or loss of any kind will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed to the claimant(s) will be borne by the Participants in such proportions as determined by the Participants at that time. If, however, such injury, death, damage or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel or agents (which do not include contractors), the cost of any resulting claim will be borne by that Participant alone.

#### **6. SETTLEMENT OF DISPUTES**

6.1 Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants and will not be referred to a tribunal or any other third party for settlement.

**7. AMENDMENT**

7.1 This MOU may be amended only with the written consent of the Participants.

**8. DURATION, WITHDRAWAL, TERMINATION**

8.1 This MOU will remain in effect indefinitely from the effective date.

8.2 Either Participant may withdraw at any time upon presentation of 90 days written notice.

**9. COMING INTO EFFECT**

9.1 This MOU comes into effect upon the date of the later signature.

**10. ACKNOWLEDGEMENT**

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the dates set out below.

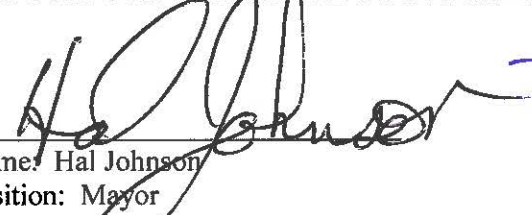
THE MUSKRAT WATERSHED COUNCIL

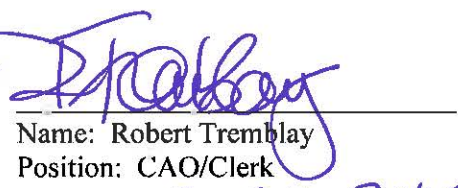
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Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

We have the authority to bind the MWC.

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

  
\_\_\_\_\_  
Name: Hal Johnson  
Position: Mayor

  
\_\_\_\_\_  
Name: Robert Tremblay  
Position: CAO/Clerk

We have authority to bind the Township.

*Sep 20, 2017*