

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-117

Being a By-law to Authorize the Signing of a Memorandum of Understanding with the Ripley and District Lions Club for the Ripley Memorial Grove

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into a Memorandum of Understanding with the Ripley and District Lions Club for the Ripley Memorial Grove in the Township of Huron-Kinloss.

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby approves entering into an agreement with the Ripley and District Lions Club for the Ripley Memorial Grove which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This By-law may be cited as the "Ripley and District Lions Club Memorial Grove MOU By-Law"

READ a FIRST and SECOND TIME this 18th day of October, 2021.

READ a THIRD TIME and FINALLY PASSED this 18th day of October, 2021.

Mitch Twolan, Mayor

Emily Dance, Clerk

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made the day of , 2021

BETWEEN:

The Corporation of the Township of Huron-Kinloss
Hereinafter called the "Township"
OF THE FIRST PART

AND

Ripley and District Lions Club
Hereinafter called "The LIONS CLUB"
OF THE SECOND PART

WHEREAS the Township is the owner of the property located at 76 Park Street Ripley in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS the LIONS CLUB has been given permission by the Township to Plant trees and creating a memorial tree grove on the above noted property only up to 50 feet to the west of the Lewis Trail, and phase one referenced on map estimated at 768 feet in length, and phase two estimated at 1266 feet in length; (See Schedule A Map)

AND WHEREAS the LIONS CLUB has been given permission to develop the Ripley Memorial grove in phase one, and further that phase two development will require two years notice for development.

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The agreement is for a term of five (5) years from September 1st, 2021.

2. Maintenance

The LIONS CLUB is solely responsible for paying any and all costs associated with supply, install, maintenance, and replacement of trees and supplies if required. Should the LIONS CLUB cease to maintain the memorial grove, it is the Township's sole discretion to continue maintenance of the memorial grove program.

RESPONSIBILITIES OF LIONS CLUB

- a) Supply and install native species trees, stakes, mulch, and water bags .
- b) Remove excessive weeds from mulch around tree as required and dispose of weeds.
- c) Proposed tree planting plan must be approved by the Community Services Department
- d) Supply / install any grass seeding, and any preparation required for either phase one or phase two.
- e) Two years notification of any grass seeding or further development of Phase one or two
- f) Remove stakes from trees as required
- g) Pruning or trimming of trees as required
- h) Replace any trees as required
- i) Maintenance of any Memorial Grove Signage

MEMORANDUM OF UNDERSTANDING

RESPONSIBILITIES OF Township

- a) Supply water to water bags for the first year of the tree
- b) Cut grass at the memorial grove

3. Scheduling of Maintenance

The LIONS CLUB shall inform the Township, in writing, when tree planting is scheduled to take place. Provide a description of the tree plantings to be completed, and the names of the volunteers completing the tree plantings.

4. Modifications to the memorial grove

Prior written approval by the Director of Community Services is required before any modifications are made to the memorial grove property. Maintenance activities covered under this agreement shall be limited to maintaining the appearance of existing features and any additions.

5. Reporting

Any issues relating to the safety of the trees or facilities shall be reported to the Township immediately.

6. Insurance

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- LIMITS OF INSURANCE (applicable for each individual Club) Designated Location/General aggregate Limit \$2,000,000
- Products-Completed Operations Aggregate \$2,000,000
- Personal & Advertising Injury Limit \$1,000,000
- Damage to Premises Rented to You \$1,000,000
- Premises Medical Expense Limit (Any one person) \$ 5,000
- The Limit of Liability applicable to each occurrence is \$1,000,000 for Bodily Injury and Property Damage combined.
- The policy shall provide 30 days prior notice of cancellation

7. Notice of Termination

If either the LIONS CLUB or the Township wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS. The LIONS CLUB agrees and acknowledges that a notice to terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Township of Huron-Kinloss

21 Queen St Box 130

Ripley, Ontario N0G 2R0

Attention: Director of Community Services

MEMORANDUM OF UNDERSTANDING

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Ripley and District Lions Club

Address _____

Attention: _____ President or vice President

8. Indemnity

The LIONS CLUB agrees to indemnify and save the Township and the Township's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the LIONS CLUB. The LIONS CLUB shall respond to any such matter by engaging legal counsel to represent the Township's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

The LIONS CLUB is required to indemnify the Township for expenses incurred. If a claim arises, the LIONS CLUB shall indemnify the Township to the extent that the Township has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED

In the presence of

RIPLEY AND DISTRICT LIONS CLUB

_____, Vice President
LIONS CLUB

_____, President
LIONS CLUB

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Emily Dance, Clerk
Township of Huron-Kinloss

Mitch Twolan, Mayor
Township of Huron-Kinloss

MEMORANDUM OF UNDERSTANDING

Schedule A Map

