

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022-54

Being a By-law to Authorize the Signing of a Memorandum Agreement with Snobelen Ag Inc. for the purpose of Algae Harvesting Services

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 an agreement with Snobelen Ag Inc. with respect to the algae harvesting services on the Lakeshore;

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 enters into a Memorandum Agreement with Snobelen Ag Inc. 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, 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 "Algae Harvesting 2022 Agreement By-Law".

READ a FIRST and SECOND TIME this 20th day of April, 2022.

READ a THIRD TIME and FINALLY PASSED this 20th day of April, 2022

Mitch Twolan, Mayor

Emily Dance, Clerk

MEMORANDUM OF AGREEMENT
Regarding Removal of Algae / Debris from Lands within
the Township of Huron-Kinloss

Between

The Corporation of the Township of Huron-Kinloss, hereinafter referred to as "the Township"

and

Snobelen Ag Inc., hereinafter referred to as "Snobelen Ag"

Whereas the Township wishes to remove algae from Crown owned beaches of Lake Huron to ensure the health and safety of the public and provide recreational day use of the beaches while protecting the ecological integrity of the beaches and sand dunes.

And Whereas Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources has given the Township authorization to prohibit certain uses and control other specific uses on Crown owned beaches of Lake Huron with the intent to protect the ecological integrity of the beaches and sand dunes.

And Whereas the Township deems it expedient to utilize the services of Snobelen Ag Inc. to undertake algae removal and associated debris.

THE PARTIES HEREBY AGREE AS FOLLOWS:

LOCATION

1. Crown owned lands; specifically beaches on the shore of Lake Huron in the Township of Huron-Kinloss, formerly the Township of Huron.

TERM OF AGREEMENT

2. This MOA shall be in effect for a period of one (1) year and expire December 31, 2022. **As per scheduled attached.**

RESPONSIBILITIES

3. Snobelen Ag shall be responsible for supply and maintenance of the equipment required to remove algae from the beaches.
4. The Township will be responsible to notify Snobelen Ag if additional services (additional clean-ups over and above the scheduled attached) required and shall provide twenty-four hours' notice, acknowledging a minimum three hours per call.
5. Snobelen Ag acknowledges that services scheduled are subject to lake levels, and that if lake levels are too high, or other circumstances arise and prohibit the operation of the equipment on the Shoreline that the Township of Huron-Kinloss will not be responsible for any fees associated with cancelled operations.
6. The Township agrees to provide a fee of two-hundred and Twenty dollars per hour, billed upon arrival until departure.

7. Snobelen Ag agrees to operate only within sixteen feet of the water's edge, unless otherwise directed by Director of Community Services.
8. Snobelen Ag agrees to employ qualified staff, acknowledges that training with Township Community Services Department staff is completed and shall request any further training as required.

LIABILITY AND INSURANCE

9. Snobelen Ag shall obtain and maintain during the entire period this MOA is in effect a comprehensive general liability insurance policy of at least two million dollars (\$2,000,000) per occurrence that shall cover the full range of their activities on the premises, which names the Township as co-insured and contains a cross-liability endorsement.

COMMUNICATION

10. All communications regarding this MOA should be with:
 - a) In the case of the Township of Huron-Kinloss: Mike Fair, Director of Community Services (519) 395-2909, (519) 441-1122 (cell) Matt McClinchey 519-441-1124 (cell)
 - b) In the case of Snobelen Ag: Sam Snobelen: (519) 395-0150, (519) 389-1056 (cell), Paul MacDonald (519) 525-6438 (cell)

AMENDMENT/TERMINATION

12. Failure to uphold commitments under this MOA may result in the termination of this MOA.

The Corporation of the
Township of Huron-Kinloss Date _____

The Corporation of the
Township of Huron-Kinloss Date _____

Snobelen Ag Inc. Date _____ Witness _____ Date _____