

CORPORATION OF THE VILLAGE OF CASSELMAN

BY-LAW NO. 2019-XXX

BEING a by-law to authorize an Agreement between the Village of Casselman and the Corporation of the South Nation River Conservation Authority;

WHEREAS a memorandum of understanding has been drafted in order to outline the essential terms, matter and objectives of the maintenance of High Falls Conservation area & the Doran Conservation Area;

THEREFORE, the Council of the Corporation of the Village of Casselman enacts as follows:

- 1) That the Mayor and the Clerk are hereby authorized to execute the memorandum of understanding agreement with the Corporation of the South Nation River Conservation Authority;
- 2) That Schedule "A" shall form part of this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 9th DAY OF JULY 2019.

Daniel Lafleur, Mayor

Sébastien Dion, Clerk



**SOUTH NATION
CONSERVATION
DE LA NATION SUD**



**Memorandum of Understanding
Between
The Corporation of the Village of Casselman
And
South Nation River Conservation Authority**

**For the maintenance of
High Falls Conservation Area
Doran Conservation Area
2019-2021**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Corporation of the Village of Casselman (the Village)

And

South Nation River Conservation Authority (SNC)

GENERAL TERMS AND CONDITIONS

Term of the Memorandum of Understanding:

May 1st, 2019 to April 30th, 2022

Termination:

Either party can terminate this agreement at any time with thirty (30) days written notice.

Opening and Closing Dates

The High Falls and Doran Conservation Areas will be opened no later than the May long weekend and will be closed no sooner than Thanksgiving Day. In the Municipality of Casselman, all municipal parks won't be maintained between from the 1st of November to the 30th of April each year (Bylaw No. 2019-019).

Planning

Both parties will work together to collaboratively address future Conservation Area improvements.

Water Quality

A three (3) meter natural vegetation riparian buffer will be maintained to minimize erosion along the bank, promote a natural shoreline and protect water quality

Vandalism

Major vandalism will be reported to either party and dealt with by SNC as it arises

Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/ \$5,000,000 annual aggregate for any negligent acts or omissions related to their obligations under this Agreement. Such insurance shall include but is limited to bodily injury and property damage including loss of use, personal injury, contractual liability; damage to premises, property and operations; damage to non-owned automobile; broad form property damage; broad form completed operations; owners and contractors protective; occurrence property damage; product liability; contingent employer's liability.

The policy will contain a cross-liability and severability of interest clause. Such insurance shall add the other party as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to each party.

The policy shown above shall not be cancelled unless the Insurer notifies the Party in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in

a form and with a company which are, in all respects, acceptable to the other Party. See Appendix Commercial General Liability Insurance for Village and SNC.

Partner Responsibilities

SNC Maintenance responsibilities include:

1. Conduct weekly safety inspections and report any deficiencies regarding the docks to the Village of Casselman
2. Clean and stock the privy once per week
3. Install docks no later than the May long weekend and remove the docks no sooner than Thanksgiving Day
4. Pay \$2,800 to the Village for cost of maintaining the Conservation Area.

The Village maintenance responsibilities include the following items:

1. Pick up the garbage no less than once per week
2. Mow grass once per week or as needed with maximum grass height not to exceed 10 centimeters. Trimming required biweekly.
3. Invoice SNC by September 30th each year for \$2,800 for above-noted maintenance activities.

It is understood that the setting of the provisions for the next period will be dependent on the requirements of both groups.

In Witness Where of the duly authorized representatives of the SNC and the Village have duly executed this Memorandum of Understanding

SIGNED BY:

The Corporation of Village of Casselman

Daniel Lafleur, Mayor

Date

Sébastien Dion, Clerk

Date

South Nation River Conservation Authority

Angela Coleman
General Manager/Secretary-Treasurer

Date