

The Corporation of the Township of Huron-Kinloss



BY-LAW

2012-124

BY-LAW TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF AGREEMENT REGARDING CROWN LANDS IN THE TOWNSHIP OF HURON-KINLOSS WITH THE MINISTRY OF NATURAL RESOURCES

WHEREAS the Council for The Corporation of the Township of Huron-Kinloss deems it advisable to enter into a memorandum of agreement regarding crown lands in the Township of Huron-Kinloss with the Ministry of Natural Resources;

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 enter into a memorandum of agreement attached as Schedule "A" to this by-law with the Ministry of Natural Resources prohibiting and controlling certain uses on Crown owned beaches in Huron-Kinloss;
- 2.0 That the Mayor and Clerk are hereby authorized to execute the agreement with the Ministry of Natural Resources 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 its final passage.
- 4.0 This by-law may be cited as the "Ministry of Natural Resources Beach Management Agreement By-Law"

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 19th day of November, 2012.

Original signed by
Mitch Twolan

Mayor

Original signed by
Sonya Watson

Clerk

MEMORANDUM OF AGREEMENT
Regarding Certain Crown Land in
Township of Huron-Kinloss

Between

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources, hereinafter referred to as "the Ministry"

and

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

Whereas the Township wishes to prohibit and control certain uses on the Crown owned beaches of Lake Huron in order to ensure the protection of the ecological integrity of the beaches and sand dunes while providing public recreational day use of the beaches.

And Whereas the Ministry agrees that the Township may post signs on certain Crown owned beaches. These signs will prohibit certain uses and control other specific uses with the intent to protect the ecological integrity of the beaches and sand dunes.

And Whereas the Ministry will appoint, with specific limitations, the Bylaw Enforcement Officer of the Township of Huron-Kinloss as a Public Lands Act Officer.

And Whereas the Township agrees that the appointment of the Bylaw Enforcement Officer is intended strictly for administering and enforcing only section 28 of the Public Lands Act.

And Whereas the Township and Ministry had an agreement that expires on December 31st, 2012 and both parties wish to renew it.

THE PARTIES HEREBY AGREE AS FOLLOWS:

LOCATION

1. Crown owned lands being specifically certain beaches in the Township of Huron-Kinloss, formerly the Township of Huron, as shown on the attached Appendix A.

TERM OF AGREEMENT

2. This MOA and the appointment of the Bylaw Enforcement Officer under the Public Lands Act shall take effect upon signing by both the Township and the Ministry and terminates on December 31, 2015.
3. Following its expiry, this MOA may be renewed subject to the agreement of both the Township and the Ministry.

RESPONSIBILITIES

4. The Township agrees to all the terms and conditions of this MOA.
5. The Township will be responsible to purchase, install and maintain the signs that are intended to be placed on Crown land under the authority of section 28 of the Public Lands Act.
6. The wording and design of the signs will be approved by the Ministry before being erected. They will deal with prohibiting the use of motorized vehicles on the beach, prohibiting litter, prohibiting the alteration and or destruction of sand dunes; and requiring a stoop and scoop provision for pet owners or any other matter as approved by the Ministry.
7. The Township agrees to consult with the Ministry prior to the installation of signs on the beaches.
8. The Township agrees to monitor the beaches and carry out any enforcement or maintenance deemed necessary by the Township.
9. The Township will provide a report to the Ministry regarding any charges the Municipality lays under the Public Lands Act.
10. The Township will be responsible for the control of invasive species which will include but not be limited to phragmites, hogweed and wild parsnip. The control methods will incorporate an Integrated Pest Management Best Practices.

11. The Township will undertake Dune Restoration projects in conjunction with the Centre for Coastal Conservation.

LIABILITY AND INSURANCE

12. The Township will indemnify the Ministry for all losses, expenses and damages incurred or suffered due to any act or omission of the Township, it's officers, members, servants and agents in carrying out the terms of this Agreement other than those acts or omissions attributable to the Crown and it's officers, servants or agents.

13. The Township 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 Ministry as co-insured and contains a cross-liability endorsement.

COMMUNICATION

14. All communications regarding this MOA should be with:

- a) In the case of the Township of Huron-Kinloss: Mike Fair, Director of Facilities and Recreation (519) 395-2909.
- b) In the case of the Ministry: Kevin Hawthorne, Owen Sound Area Supervisor: (519) 371-6751.

AMENDMENT/TERMINATION

15) This MOA and the appointment may be cancelled at any time upon the mutual consent of the Township and the Ministry.

16) A failure to uphold commitments under this Agreement may result in the cancellation and the termination of this MOA and the appointment.

17) The Ministry may terminate this MOA without cause and without incurring liability upon giving the Township 30 days notice in writing by registered mail.

_____	_____	_____	_____
The Corporation of the Township of Huron-Kinloss	Date	Witness	Date

_____	_____	_____	_____
District Manager Ministry of Natural Resources Midhurst District	Date	Witness	Date