

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL
BY-LAW NO. 2019-41**

**"A BY-LAW TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
SOUTH NATION RIVER CONSERVATION AUTHORITY TO COMPLETE FLOOD
MITIGATION MEASURES"**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it advisable to enter into a Memorandum of Understanding with South Nation River Conservation Authority (SNC) to complete flood mitigation measures for the Cardinal Water Treatment Plant;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the CAO/Clerk is hereby authorized to execute the Memorandum of Understanding with South Nation Conservation attached hereto as Schedule "A" on behalf of the Township of Edwardsburgh/Cardinal, and it shall form part of this by-law.
2. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 22nd day of July 22, 2019.

Read a third and final time, passed, signed and sealed in open Council this 22nd day of July, 2019.



Mayor



Deputy Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

(Hereinafter referred to as "the Township")

AND

THE SOUTH NATION RIVER CONSERVATION AUTHORITY

(Hereinafter referred to as "SNC")

A. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a partnership between the Township and SNC (the "Parties") to complete flood mitigation measures for the Township of Edwardsburgh Cardinal Water Treatment Plant (the "Project").

B. GENERAL

1. The term of the MOU is one year – terminating March 31, 2020.
2. The total budget of the Project is \$84,300 divided as follows:
 - a. The National Disaster Mitigation Program ("NDMP") shall contribute \$41,750; and
 - b. The Township shall contribute \$42,550 (\$37,000 cash and \$5,550 in-kind).
3. Either Party may terminate this MOU after giving a minimum of 90 days written notice.
4. SNC shall have on staff – or retain for the duration of this MOU – qualified professionals to undertake the requirements of the MOU.
5. The MOU may be amended from time to time in writing with the consent of both Parties.
6. This MOU may be renewed upon mutual agreement of the Parties.

C. PROJECT MANAGEMENT

A representative from SNC and the project lead from the Township shall meet at a minimum of quarterly to ensure that the Parties are informed of the Project's progress. Items that may be discussed at the meetings include project status, progress, results, unexpected challenges, work plan, and any proposed variances from the proposed work schedule and budget.

SNC shall keep records of all expenditures related to the Project, including staff time.

D. SNC RESPONSIBILITIES

SNC shall be responsible for the following:

- i) project coordination;
- ii) review of procurement and design documents related to the flood mitigation measures;
- iii) review of project deliverables to ensure NDMP funding eligibility;
- iv) financial management of NDMP funding including reimbursement of eligible project expenses incurred by the Township; and
- v) fulfilment of NDMP reporting obligations.

E. TOWNSHIP RESPONSIBILITIES

The Township shall be responsible for the following:

- i) procurement of professional services for the design and construction of the flood mitigation measures;
- ii) ensuring the designs of the flood mitigation measures meet all applicable infrastructure requirements and standards;
- iii) acquisition of all necessary permits and approvals; and
- iv) invoicing SNC for eligible project expenses.

F. INSURANCE

Each party, at their own expense, shall maintain insurance requirements for the duration of the MOU as noted below:

- i) Commercial General Liability in the amount of \$5,000,000 per occurrence. Such insurance shall add the [Township / SNC] as Additional Insured.

- ii) Professional liability (errors and omissions) insurance coverage shall be obtained in the amount of \$5,000,000.

Each party shall provide the other parties with a certificate of insurance evidencing the above noted coverage including a 30-day notice of cancellation.

Each party shall be responsible for the physical damage to their equipment used in providing services as outlined in the MOU. Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured.

Each party shall provide evidence of WSIB or its equivalent in addition to General Insurance.

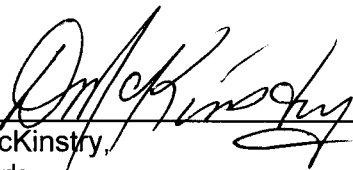
G. INDEMNITY

Both Parties agree to defend, indemnify and save harmless each other from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceedings of any nature made or brought against, suffered or imposed upon the Parties or their property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising of, resulting from or sustained in relation to work arising out of or allegedly attributable to the negligence, acts, errors, and omissions performed in accordance with this MOU. The obligations set out in this clause shall survive the expiration or termination of this MOU.

[signature page follows]

SIGNED

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

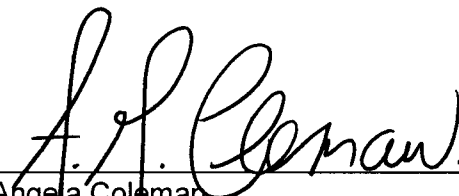


Debra McKinstry,
CAO/Clerk

July 26, 2019
Date

I have authority to bind the Corporation of the Township of Edwardsburgh Cardinal.

SOUTH NATION RIVER CONSERVATION AUTHORITY



Angela Coleman,
General Manager/Secretary-Treasurer

Aug. 16. 2019.
Date

I have authority to bind the South Nation River Conservation Authority.