### **BY-LAW NUMBER 2025-88**

## THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

**BEING** a By-Law to Authorize the Entering into a Memorandum of Understanding with the Westport Lions Club;

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** the Municipal Services Committee reviewed Report CLS-2025-17 and concurs with the recommendation to enter into a Memorandum of Understanding with the Westport Lions Club for the use of their beach for Swim Lessons in 2025;

**NOW THEREFORE** the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute the attached Memorandum of Understanding, as outlined in Schedule 'A', with the Westport Lions Club.
- 2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 7<sup>th</sup> day of July, 2025.

Arie Hoogenboom
Mayor

Read a third time and finally passed this

Arie Hoogenboom

Arie Hoogenboom

Mary Ellen Truelove
Clerk

Mary Ellen Truelove
Clerk

Arie Hoogenboom

Mary Ellen Truelove
Clerk

#### MEMORANDUM OF UNDERSTANDING

#### Between

# TOWNSHIP OF RIDEAU LAKES (hereafter 'Township') and WESTPORT LIONS CLUB (hereafter 'Lions')

This Memorandum of Understanding ('MOU') acts as an agreement between the Township and the Lions and sets out terms for a partnership to host a Township Swimming Lessons Program ('Swim Program') for the summer of 2025 at the Westport Lions Club Beach ('Beach').

# 1. Background

The Lions own and operate a Beach in North Crosby. The Township will be offering a swimming program in the summer of 2025.

The Township and the Lions both wish to see the Beach and the extending property used by residents.

The parties agree to enter into a partnership to achieve their mutual goals related to programming at the Beach.

## 2. Terms

- 1. The Township acknowledges that the use of the property under this MOU is not exclusive, and other users may be using the facilities at the same time.
- 2. The Lions will provide access to the property from Monday to Friday (12:00 pm to 4:00 pm) July 7 to August 29, 2025, and at other reasonable times required to allow for the set-up and administration of the Swim Program.
- 3. The Township will pay the Lions \$65.00 per day of use for the Swim Program, to be invoiced monthly. Should the weekly beach testing result in closure, the fee will not be owed for those days.
- 4. The Township will be the administrator of the Swim Program at the Beach, the provision of which will be at the Township's sole discretion, including registration fees.
- 5. The Lions will allow Swim Program staff along with participants to use all public facilities on the property.

- 6. The Lions will provide the Township with a locked storage space which will be used to store swimming aids.
- 7. The Lions will provide keys for the locked storage, which will not be duplicated by the Township without express permission and will be returned by the Township at the end of the Swim Program in 2025.
- 8. The Lions will perform seasonal operations to open the beach, buildings and washroom facilities.
- 9. The Lions will perform regular maintenance of landscape grass areas and beach and install and maintain buoys to mark the swimming area.
- 10. Both parties will carry liability insurance.

I have the authority to bind the Westport Lions Club

Township of Pidoau Lakes

11. The partnership will end upon the completion of the Swim Program on August 29, 2025.

| Township of Rideau Lakes                   |       |
|--|-------|
| Mary Ellen Truelove, Clerk                 | Date: |
| Arie Hoogenboom, Mayor                     | Date: |
| We have the authority to bind the Township |       |
| Westport Lions Club                        |       |
| Dorothy Maynard, President                 | Date: |