

Memorandum of Understanding (MOU)

between an association of cottagers who use the *<Your Road Name>* Road to access their cottages hereinafter referred to as “<XXXXX>”

and

The Ministry of Natural Resources

hereinafter referred to as “the Ministry”

WHEREAS <XXXXX> is an association of owners of private cottage properties on Lake *<Your Lake Name>*, *<Your Township>* Township, *<Your County>* County, which are accessed via an existing road which is partially on Crown land,

AND WHEREAS <XXXXX> wishes to conduct maintenance activities on the road in order to provide continued road access to their properties,

AND WHEREAS the Ministry wants to ensure that all roads on Crown land are operated in a safe, orderly, legal and environmentally acceptable way,

THE PARTIES HEREBY AGREE AS FOLLOWS:

LOCATION

1. The road to which this Memorandum of Understanding (MOU) applies is the *<Your Road Name>* Road originating at *<text that describes the start of the road>* and ending at *<text that describes the end of the road>*, as shown on the map which may be referred to as Schedule ‘A’ (hereinafter referred to as the *<Your Road Name>* Road).

TERM OF AGREEMENT

2. This MOU shall take effect upon the signing of both parties.

RESPONSIBILITY

3. <XXXXX> will be responsible for the conduct of all maintenance activities on the *<Your Road Name>* Road and for the full cost of all such activities.

4. <XXXXX> shall, at its own expense, be responsible for monitoring the road and all water crossings on the road for public and environmental hazards and for undertaking remedial work where a hazard has been identified.

OWNERSHIP

5. The Crown land occupied by the roadbed and right-of-way of the *<Your Road Name>* Road shall remain the property of the Crown.

6. Any bridges, culverts and other structures on the *<Your Road Name>* Road that were the property of the Crown at the time of the signing of this MOU shall remain the property of the Crown.

7. Any bridges, culverts and other structures owned by <XXXXX> on the *<Your Road Name>* Road in accordance with this MOU shall remain <XXXXX>’s property during the time this MOU is in effect.

PUBLIC RIGHT OF PASSAGE

8. Any person may exercise a public right of passage on the *<Your Road Name>* Road, as provided under Section 49 of the Public Lands Act.

9. While the public has the right of passage on the *<Your Road Name>* Road, <XXXXX> is under no obligation to repair the road for the benefit of other road users or to maintain it to a standard required by any particular type or class of vehicle.

10. In the event that public use of the road is likely to cause undue damage to the roadbed, <XXXXX> may request the District Manager of the Ministry of Natural Resources to use his or her authority under the Public Lands Act to close the *<Your Road Name>* Road to travel by the public during spring break-up, or at other times when the roadbed is exceptionally vulnerable to damage.

PERMITS AND APPROVALS

11. <XXXXX> shall be required to apply for and comply with all permits and approvals that may be necessary to authorize road maintenance with the exception of regular maintenance items such as grading,

tree/brush removal for safety reasons and additional gravel as required to improve the road surface and to fill in and level ruts and holes

12. It is <XXXXXX>'s responsibility to keep informed of Ministry requirements with respect to the type of activities it carries out or propose to carry out on the road.

REQUIREMENT TO CONFORM TO ALL LAWS AND REGULATIONS

13. <XXXXXX> shall conduct its activities and operations on the <Your Road Name> Road in accordance with all applicable legislation and regulations as identified and provided by the Ministry.

INSURANCE

14. During the entire term of this MOU, <XXXXXX> agrees to obtain and keep in force a general public liability and property damage insurance policy with a minimum limit of \$2,000,000 per occurrence and to have the insurance policy endorsed:

- a) to name her Majesty the Queen in right of Ontario and her officers and servants as additional insured.
- b) to provide that the insurance shall apply in the same manner as though separate policies were issued in respect of any action or claims brought against any of the insured.
- c) to provide that no cancellation of the insurance shall be made except on at least fifteen days written notice to the Ministry.

15. <XXXXXX> shall provide the Ministry with proof of the insurance on signing this MOU and at any time on demand.

WASTE DISPOSAL

16. Any waste created by <XXXXXX> in carrying out its work and activities on the <Your Road Name> Road must be removed by <XXXXXX> and disposed of properly at an authorized recycling facility or approved waste disposal site.

RIGHT TO CONTRACT OUT MAINTENANCE WORK

17. <XXXXXX> shall have the right to contract out any work related to the maintenance of the <Your Road Name> Road. The contractor shall be bound by the same or substantially the same terms of this MOU.

COMMUNICATION

18. <XXXXXX> agrees to keep the Ministry well informed of its plans and its activities on the <Your Road Name> Road wherever such work requires work permit approval.

19. All communication with the Ministry regarding this MOU should be with:

<Supervisor's Name>, Area Supervisor

<Address>

<Address>

<Address>

Phone: <xxx-xxx-xxxx>

AMENDMENT/TERMINATION

20. This MOU may be amended or cancelled at any time upon the mutual consent of <XXXXXX> and the Ministry.

21. Should <XXXXXX> be found to be operating contrary to this MOU or contrary to any permit or approval issued to them in connection with this MOU, the Ministry will identify the objectionable situation in writing to <XXXXXX> and will also identify a reasonable amount of time to correct the situation. If <XXXXXX> does not comply, the Ministry may terminate this MOU unilaterally.

<Manager's Name>, District Manager

Date

<Manager's District> District

President, <Your Road Name> Road Association

Date

Schedule A

.This MOU covers that portion of *<Your Road Name>* Road from *<Text description of where this road is: County, Township, Concessions, Lots etc.>*

<JPG file Map of the area that the road is within>