

**BY-LAW 2016 - 12**

**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

**BEING** a By-Law to enter into a Road Allowance Use Agreement between the Rideau Lakes ATV Club and The Corporation of the Township of Rideau Lakes.

**WHEREAS** the Council of The Corporation of the Township of Rideau has reviewed this Agreement and are in agreement with contents of same;

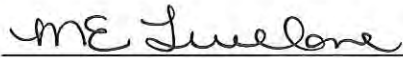
**NOW THEREFORE** the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1) That The Corporation of the Township of Rideau Lakes enter into a Road Allowance Use Agreement with the Rideau Lakes ATV Club for the RLATV ORV Recreational Trail;
- 2) That the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto and forming part of this By-Law;
- 3) That the terms of the Agreement attached hereto may be amended as deemed necessary and upon mutual agreement of both parties by Resolution of Council.

Read a first and second time this 1<sup>st</sup> day of February, 2016.




Ronald E. Holman  
Mayor

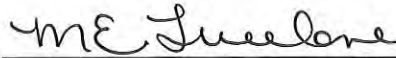


Mary Ellen Truelove  
Clerk

Read a third time and finally passed this 1<sup>st</sup> day of February 2016.



Ronald E. Holman  
Mayor



Mary Ellen Truelove  
Clerk

**Road Allowance Use Agreement for the RLATVC ORV Recreational Trail**

Dated this 1st day of February, 2016

**BETWEEN:**

RIDEAU LAKES ATV CLUB  
the "RLATVC"

- and -

THE CORPORATION OF THE TOWNSHIP  
OF RIDEAU LAKES  
the "Municipality"

WHEREAS the Corporation of the Township of Rideau Lakes ("Municipality") owns lands commonly referred to as road allowances;

AND WHEREAS the Rideau Lakes ATV Club ("RLATVC") wishes to use, develop, and maintain certain road allowances for the purpose of a designated off-road vehicle recreational trail, for the express use by their membership;

AND WHEREAS it has been determined by the Municipality that the request by RLATVC to use, develop, and maintain certain road allowances for the purpose of a designed off-road vehicle recreational trail by their membership is appropriate subject to certain conditions and requirements being met and maintained;

NOW THEREFORE the Parties hereby agree as follows:

Application

1. THAT the agreement applies to the road allowances under the jurisdiction of the Municipality as outlined in Schedule A to this agreement.
2. THAT it is acknowledged that the use of any maintained highway is subject to the provisions of By-law 2015-53. Should a maintained highway be a boundary highway under joint jurisdiction, the RLATVC must submit written evidence from the adjacent municipality that lawful access has been granted.

Term

3. THAT this agreement shall be valid for a term of five years. This agreement shall also be subject to an optional one-time five year renewal, subject to the written consent of both parties.

#### Costs

4. THAT the full cost of implementing and maintaining any of the conditions of this agreement shall be borne by the RLATVC.

#### General Practices

5. THAT the use, development, and maintenance of the road allowances shall be in accordance with the provisions, guidelines, and requirements of the Ontario Federation of All Terrain Vehicle Clubs, as may be amended from time to time, where they do not conflict with a provision of this agreement or applicable law.

#### Occupiers' Liability Act

6. THAT the RLATVC, by way of the agreement, shall become the 'occupier' of the road allowances used, developed, and maintained under this agreement as a recreational trail ('premises') for the purposes of the Occupiers' Liability Act.

#### Other Users

7. THAT before a road allowance is used, developed, or maintained, the RLATVC shall give 30 days written notice to the local snowmobile clubs to address any overlapping use and/or coordinate efforts where appropriate.
8. THAT it is acknowledged that this agreement does not preclude the lawful rights of any other party to the use of the road allowances.

#### Signage & Inspection

9. THAT the RLATVC appropriately sign the recreational trail as per sector best practices in addition to any direction of the Municipality. This shall include all necessary signage where the recreational trail intersects with a maintained highway. This may also include indication that the trail is a 'recreational trail' to satisfy the Occupiers' Liability Act.
10. THAT the recreational trail and all signage is to be regularly inspected no less than once per 6 month period by competent persons with the RLATVC. Inspection logs are to be maintained and necessary maintenance carried out without delay.

#### Previously Unopened Road Allowances

11. THAT for the purposes of this section 'unopened road allowance' shall mean any segment of a road allowance which does not clearly exhibit indications of current linear clearing and/or use along the allowance. This may be indicated by, but is not limited to, tree or brush growth, cross fencing, natural obstructions, or unaltered water crossings.
12. THAT a condition of the development of any previously unopened road allowance shall be subject to RLATVC giving 30 days written notice to all adjacent property owners. The

form used to provide notice shall be submitted to, and approved by, the Municipality before release.

13. THAT a condition of the development of any previously unopened road allowance shall be the RLATVC addressing the concerns of adjacent property owners, including, but not limited to, gaining concurrence as to the location of the road allowance where boundaries are not set out, resolving disputes by way of surveying the road allowance if required, and/or addressing fencing, drainage, livestock, or other agricultural concern.
14. THAT a condition of the development of any previously unopened road allowance shall be gaining the necessary entrance permit where a transition is made from a maintained highway to a road allowance to avoid damage to the roadbed and ensure roadside drainage is not impeded. Municipal entrance permit application forms, fees, and policy will apply.

#### Trail Maintenance

15. THAT a condition of the use, development, and maintenance of the road allowances shall be that the RLATVC apply for, and obtain, any and all necessary approvals related to water crossing or alterations in accordance with applicable law. This may include, but is not limited to, approvals from the applicable Conservation Authority or the Ministry of Natural Resources and Forestry.
16. THAT a condition of the use, development, and maintenance of the road allowances shall be that the recreational trail width be limited to the minimum required width for operational and insurance purposes. This is to limit unnecessary tree removal and to seek to limit unauthorized use by full-sized vehicles.
17. THAT a condition of the use, development, and maintenance of the road allowances shall be that, on the request of the municipality, the RLATVC be responsible to install an ORV only pass-through gate or other barrier where a road allowance intersects with a maintained highway to limit unauthorized use by full-sized vehicles. The design and installation shall be to the satisfaction of the municipality.
18. THAT a condition of the use, development, and maintenance of the road allowances shall be the RLATVC shall be responsible for cleaning up and disposing of all litter and dumping on the road allowances or adjacent properties, if accessed by the road allowance, be it from their membership or otherwise. Disposal at the municipal transfer station shall be subject to the normal tipping fee as per the Township's fee by-law.
19. THAT a condition of the use, development, and maintenance of the road allowances shall be that all wood cut is to be maintained on the site adjacent to the recreational

trail, and under no circumstances shall clearing and tree cutting result in individual or club gain, be it financial or otherwise.

#### Trail Decommissioning

20. THAT a condition of the use, development, and maintenance of the road allowances shall be the RLATVC developing a decommissioning plan should a portion or the entire recreational trail be abandoned for future use. This plan shall be submitted and approved by the Municipality within 180 days of this agreement being executed. This plan shall be to the satisfaction of the municipality. This may include requirements related to permanent gates or other fixed barriers at intersections with maintained highways, reforestation plans, and/or the removal of improvements, including entrances, signs, or culverts. A decommissioning fund may be required to be established and may be held in trust.

#### Other Jurisdictions

21. THAT a condition of the use, development, and maintenance of a joint jurisdiction (boundary line) road allowance shall be the RLATVC submitting written evidence from the adjacent municipality that permission has been lawfully granted.

22. THAT the RLATVC shall provide written evidence from the United Counties of Leeds and Grenville ("UCLG") that lawful access has been granted for the use of any highways under UCLG jurisdiction.

#### Insurance

23. THAT a condition of the use, development, and maintenance of the road allowances shall be the RLATVC obtaining and maintaining 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 by the Club including members relating to this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees, volunteers and members as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause. Such insurance shall add the Corporation of the Township of Rideau Lakes as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

24. THAT a condition of the use, development, and maintenance of the road allowances shall be the RLATVC obtaining and maintaining automobile insurance with respect to owned

or leased vehicles used directly or indirectly in the performance of the services (use of licensed vehicles) covering Third Party liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

25. THAT the policies shown above shall not be cancelled unless the Insurer notifies the Municipality 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 Municipality.
26. THAT it is further noted that any and all deductibles applicable to the above noted insurance policies shall be the sole responsibility of the RLATVC and the Municipality shall not be liable for any deductibles.
27. THAT it is acknowledged that the Municipality is entitle to request any changes and/or additions to insurance requirements that it deems necessary, at its sole discretion, during the life of this agreement. The RLATVC will provide evidence of compliance with any requested changes and/or additions within 10 business days.
28. THAT the RLATVC shall provide proof of insurance upon execution of this agreement and annually by January 15<sup>th</sup> of each year thereafter.
29. THAT the RLATVC shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the RLATVC, their officers, employees, members, volunteers or other persons for whom the RLATVC is legally responsible.

#### Termination

30. THAT either party may terminate this agreement with 180 days written notice. Regardless of which party provides notice of termination, during this notice period, the RLATVC will fully and dutifully implement all requirements of the approved decommissioning plan. Failure to implement the decommissioning plan in full will entitle the Municipality to use any and all funds held in trust to implement the plan, and further, any additional costs above and beyond any funds held in trust shall be recoverable from the RLATVC and/or its officers.

#### Administration

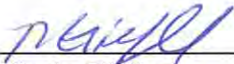
31. This agreement shall not be subject to the Arbitration Act.



Ronald E. Holman  
Township of Rideau Lakes  
Mayor  
I have authority to bind the corporation



Mary Ellen Truelove  
Township of Rideau Lakes  
Clerk  
I have authority to bind the corporation



Nicole Giffillen  
Rideau Lakes ATV Club  
President  
I have authority to bind the organization



Rick Gilfillen  
Rideau Lakes ATV Club  
Vice President  
I have authority to bind the organization

**SCHEDULE "A"**  
**Approved Recreational Trail**

- 1) Start Gallipeau Property
- 2) Along Unopened Road Allowance (URA) between Lot 6 & Lot 7 Con 3 South Elmsley
- 3) Along Leedland Dr.
- 4) Cross Golf Club Rd.
- 5) Along Salmon Side Rd.
- 6) Along Hunters Rd.
- 7) Along URA between Con 1 and Con 2 Lots 12, 13 and 14 South Elmsley
- 8) Along Strickland Rd.
- 9) Along Anglican Church Rd/CR 1 (United Counties approval required – not part of request to Township)
- 10) Into Elizabethtown-Kitley
- 11) Along Kitley Bastard Townline Rd. (Boundary Road – Both RL and ETK approval required)
- 12) Along County Road 8 (United Counties approval required)
- 13) Across private property
- 14) Along URA between Con 7 and Con 8 Lots 3, 2 Bastard
- 15) Along Whitmore Rd.
- 16) Along Healey Rd. (Boundary Road – Both RL and ETK approval required)
- 17) Along URA between Con 9 Lot 1 Bastard and Con 9 Lot 30 Elizabethtown (Boundary URA – Both RL and ETK approval required)
- 18) Along URA between Con 9 and Con 10 Lots 1, 2, 3, 4, 5, 6 Bastard
- 19) End Plum Hollow