

## **The Township of Cavan Monaghan**

### **By-law No. 2022-05**

**Being a by-law to authorize the execution of an agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) and the Township of Cavan Monaghan for lands used for the Millbrook Valley Trails**

**Whereas** the Municipal Act, 2001, S.O., 2001, c.25, S.5, S. 8 and S. 11 authorizes Council to pass by-laws;

**Whereas** the Council of the Township of Cavan Monaghan deems it desirable to enter into an agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) for the trails located in Part Lots 10 Concession 3 & 4, Geographic Township of Cavan, Township of Cavan Monaghan, County of Peterborough (the Crown land known as the “Millbrook Provincial Fishing Area”) to improve public access, improve usage and satisfy the greater public.

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry (NDMNRF).
2. That the Agreement is attached as Schedule ‘A’ to this By-law.

Read a first, second and third time and passed this 7<sup>th</sup> day of February, 2022.

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**Scott McFadden**  
**Mayor**

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**Cindy Page**  
**Clerk**

## **Schedule A**

This Agreement (the “**Agreement**”) dated this February 7, 2022

**Between:**

**The Corporation of the Township of Cavan  
Monaghan**

(“the Municipality”)

**- and –**

**Her Majesty the Queen in right of Ontario, as  
represented by the Minister of Northern  
Development, Mines, Natural Resources and  
Forestry (NDMNR)**

(“the Ministry”)

**Whereas** the Municipality has managed (via the Millbrook Valley Trails Advisory Committee) and wishes to continue to monitor and maintain the trails located in Part Lots 10 Concession 3 & 4, Geographic Township of Cavan, Township of Cavan Monaghan, County of Peterborough (the Crown land known as the “Millbrook Provincial Fishing Area”) to improve public access, improve usage and satisfy the greater public; as shown in Appendix “A”.

**And Whereas** the Ministry and the Municipality have worked cooperatively on this property for many years and wish to maintain and recognize this mutually beneficial work.

**And Whereas** the Ministry has the responsibility to manage Crown land in Ontario, pursuant to the *Public Lands Act*, R.S.O. 1990, c. P. 43.

**And Whereas** the Millbrook Valley Trails are located on Crown land and on adjoining non-Crown land.

**And Whereas** the Ministry wants to ensure that the Millbrook Valley Trails is operated in a safe, orderly, legal, and environmentally acceptable way on the Crown land referred to above.

**And Whereas** pursuant to subsection 2(2) of the *Public Lands Act*, the Minister of Northern Development, Mines, Natural Resources and Forestry may enter into agreements for the purpose of carrying out their duties under the Act.

**And Whereas** the intent of the agreement is in regards to those identified trails the Municipality understands the property has other users and are Crown Lands utilized by the public for a variety of purposes and managed for these public uses.

**Now Therefore**, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the Ministry and the Municipality agree as follows:

## **Article 1**

### **Interpretation**

For the purposes of interpretation of this Agreement:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) “include”, “includes” and “including” shall not denote an exhaustive list;
- (e) references to statutes or regulations include all amendments, modifications, supplements and replacements thereof existing from time to time during the Term;
- (f) references to a section, article or schedule mean the section, article or schedule of the Agreement, unless otherwise expressly stated; and
- (g) words such as “hereof”, “herein”, “hereby”, “hereafter” and “hereunder” and all similar words or expressions shall refer to the Agreement as a whole and not to any particular section or portion hereof.

**The parties hereby agree as follows:**

### **Term of Agreement**

The term of this Agreement shall commence on the Effective Date (the date at which both parties have signed the Agreement) and expire on December 31, 2026, unless terminated earlier in accordance with the terms and

conditions of this Agreement, or unless extended by written agreement of the Parties for a Term not exceeding a further 5 years.

### **Responsibility**

1. All maintenance activities on the trails subject to the agreement will be the responsibility of the Municipality at the full cost of such activities.
2. The Municipality agrees to consult with the Ministry prior to the installation of any signs on Crown land that are associated with the Millbrook Valley Trails.
3. The Municipality will be responsible to install and maintain signs, at its own expense.
4. The Municipality shall, at its own expense, be responsible for monitoring the Millbrook Valley Trails, identifying any hazards and undertaking minor remedial work where a hazard has been identified. These actions can include notification of other required agencies so that they may fulfill their role including the Ministry
5. The Ministry will act to maintain the property by planning the development of new trails in consultation with the Municipality.
6. The Ministry has other assets on site including but not limited to general natural resources, land ownership, a parking lot, fish ponds, and a viewing deck that it will maintain responsibility for.
7. The Ministry will continue to act as required to enforce their legislation.

### **Ownership**

8. Any bridges, culverts and other structures on Millbrook Valley Trails that were the property of the Crown at the time of the signing of this Agreement shall remain the property of the Crown.
9. Any bridges, culverts and other structures owned by The Municipality on the Millbrook Valley Trails in accordance with this Agreement shall remain the Millbrook Valley Trails property during the time this Agreement is in effect, as listed in Appendix "B".
10. Except as provided for in Paragraph 13, any bridges, culverts, and other structures on the Crown land belonging to the Millbrook Valley Trails shall become property of the Crown on termination of this Agreement.
11. Township staff will be responsible to maintain the grass at the entrance and parking lot area and will clear garbage receptacles as required.

## **Permits and Approvals**

12. The Municipality shall be required to apply for and comply with all work permits under Regulation O.Reg 239/13 and approvals that may be necessary to authorize any maintenance activities proposed by them that are associated with the Millbrook Valley Trails.
13. Permits and approvals are not necessarily required for all Millbrook Valley Trails maintenance activities. It is the Municipality's responsibility to keep well informed of Ministry requirements with respect to the type of activities they carry out or propose to carry out in connection with the Millbrook Valley Trails.

## **Requirement to Conform to all Laws and Regulations**

14. The Municipality shall conduct its activities and operations on the Millbrook Valley Trails in accordance with all applicable legislation and regulations.

## **Insurance and Indemnity**

15. The Municipality hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Municipality would maintain including, but not limited to, the following:
  - (a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence, **\$2,000,000** products and completed operations aggregate. The policy is to include the following:
    - 'Her Majesty The Queen in right of Ontario, her Ministers, directors, officers, appointees, employees and agents as additional insureds with respect to liability arising out of or in connection with this Agreement;
    - contractual liability coverage;
    - cross-liability clause;
    - employers' liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
    - 30 day written notice of cancellation, termination or material change;
    - tenants' legal liability coverage (if applicable and with applicable sub-limits); and,
    - non-owned automobile coverage with blanket contractual coverage for hired automobiles.

16. The Municipality shall indemnify, defend and hold harmless Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, and employees from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consulting fees), causes of action, actions, claims, demands, lawsuits and other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry. This section shall survive the expiry or earlier termination of the Agreement.
17. The Municipality shall provide the Ministry with proof of the insurance required by Paragraph 15 on signing this Agreement and at any time on demand.

### **Communication**

18. All communication with the Municipality regarding this Agreement should be with:

Chief Administrative Officer  
Township of Cavan Monaghan  
988 County Road 10  
Millbrook, ON  
L0A 1G0

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

District Manager  
Ministry of Northern Development, Mines, Natural  
Resources and Forestry  
300 Water St  
1<sup>st</sup> Floor South Tower  
Peterborough, ON  
K9J 8M5

### **Amendment/Termination**

20. This Agreement may be amended or terminated at any time upon the mutual consent of the Municipality and the Ministry. The party requesting an amendment or termination, shall notify the other party in writing, who must respond within 30 days in writing.
21. The Ministry may terminate this Agreement unilaterally at any time should the Municipality be found to be operating contrary to this Agreement or contrary to any permit or approval issued to them in connection with this Agreement. If the Agreement is being unilaterally terminated by the Ministry, the Ministry will inform the Municipality in writing that the Agreement terminates immediately.

**The Parties have executed this Agreement on the dates set out below.**

**Her majesty the queen in right of Ontario,  
as represented by the Minister of Northern Development, Mines, Natural  
Resources and Forestry**

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Hal Leadlay	Date	Witness	Date
A/District Manager			
Ministry of Northern Development, Mines, Natural Resources and Forestry			
Peterborough District			

**The Corporation of the Township of Cavan Monaghan**

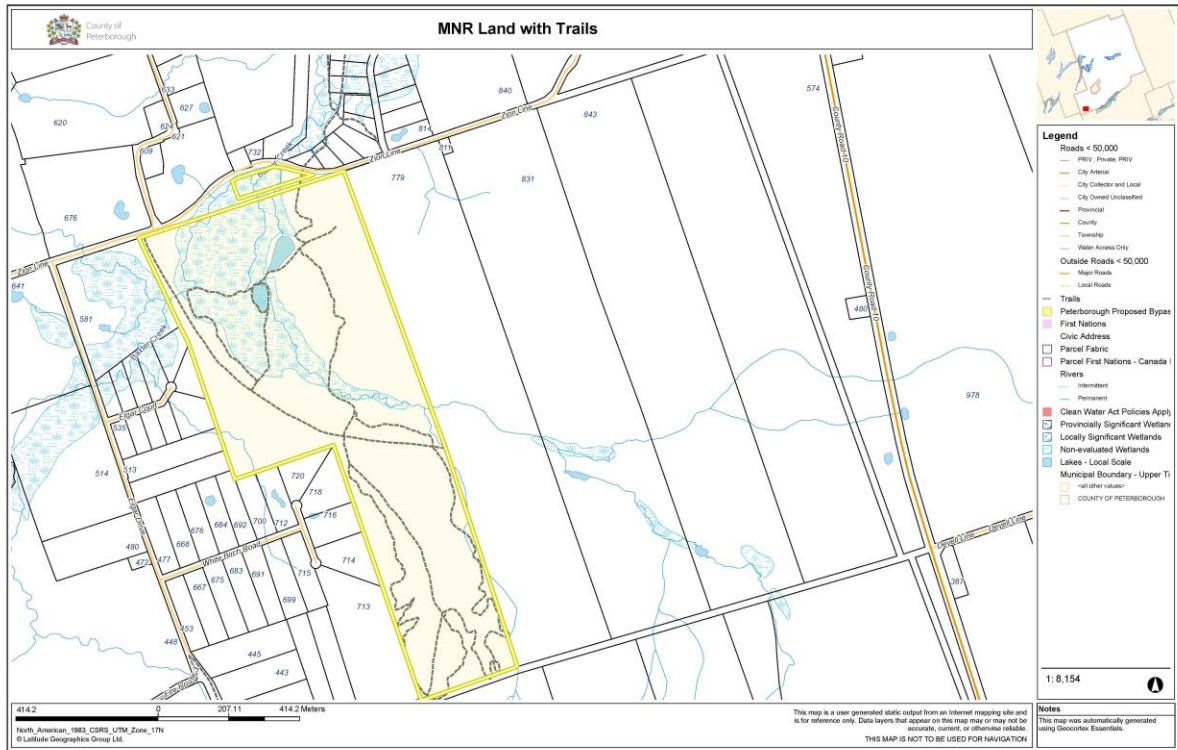
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Scott McFadden	Date	Witness	Date
Mayor			
Township of Cavan Monaghan			

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Cindy Page	Date	Witness	Date
Clerk			
Township of Cavan Monaghan			

## Appendix A





## Appendix B

### Inventory list of structures and items owned by the Township of Cavan Monaghan

	Property Owner	Bridges	Boardwalks	Signage (explain)	Culverts	Garbage
<b>Baxter Creek Trail</b>	NDMNRF	None	100' x 2' boardwalk through marshy area  20' x 2' boardwalk halfway  15' x 4' boardwalk approaching first trout pond	Approximately 10 3.5" x 3.5" trail markers along trail	None	None
<b>Grand Trunk Pathway</b>	NDMNRF	Two (2) 15' x 4' elevated boardwalks/bridges over ditch where trail meets the railbed.	90' x 2' boardwalk between second trout pond and historic bridge  10' x 2' boardwalk a little further along the same stretch of trail.	Main Trailhead Sign at NDMNRF parking lot  6" x 6" Directional Post sign at Cedar Trail crossing  6" x 6" Directional Post sign at between first and second trout ponds  Approximately 20 3.5" x 3.5" trail markers along trail	None	1 garbage bin located at NDMNRF property parking lot
<b>Cedar Trail</b>	NDMNRF	2' x 4' Small foot bridge over tributary	- 100' x 2' boardwalk '- Approximately 10 3.5" x 3.5" trail markers along trail	Approximately 15 3.5" x 3.5" trail markers along trail	None	None
<b>Railbed</b>	NDMNRF	None	None	Approximately 15 3.5" x 3.5" trail markers along trail	None	None
<b>Meadow Trail</b>	NDMNRF	None	None	Approximately 10 3.5" x 3.5" trail markers along trail	None	None