

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF UXBRIDGE**  
(the “Township”)

AND:

**THE REGIONAL MUNICIPALITY OF DURHAM**  
(the “Region”)

AND:

**TORONTO AND REGION CONSERVATION AUTHORITY**  
(the “TRCA”)

(The Township, the Region, and the TRCA are also referred to collectively as the “Parties”, and each a “Party”)

**WHEREAS:**

1. The Parties are working together to establish a fund (the “Trail Sustainability Fund”) for the financing of maintenance, improvement and expansion of infrastructure in connection with the public trail system located in the geographic Township of Uxbridge.
2. The Parties wish to establish a pilot project for the development and implementation of a parking permit system on certain lands as described in Schedule “A” (the “Lands”) to generate revenue for the Trail Sustainability Fund.
3. Those parts of the Lands illustrated on Schedule “B” (the “Parking Lots”) are intended to be used for parking by members of the public utilizing the public trail system.
4. The Township is the registered owner of part of the Lands, as further noted in Schedule “A”.
5. The Region is the registered owner of part of the Lands, as further noted in Schedule “A”.

6. The TRCA is the registered owner of part of the Lands, as further noted in Schedule “A”, and the public trail system serviced by parking on the Lands is partially within the jurisdiction of the TRCA.
7. The Lake Simcoe Region Conservation Authority (“LSRCA”) manages the portion of the Lands owned by the Region as noted in Schedule “A”, and the public trail system serviced by parking on the Lands is partially within the jurisdiction of the LSRCA.
8. Fees for the parking permit system on the Lands are intended to be primarily collected through a smartphone app, allowing for economic benefits beyond trail use through providing trail users with advertising and promotion of local events, restaurants and retailers.
9. The Parties wish to enter this Memorandum of Understanding (the “MOU”) for the purpose of setting out each Party’s commitments and contribution to the Project as defined herein.

**NOW THEREFORE** the Parties covenant and agree as follows:

**1. Objectives.**

This Memorandum of Understanding (the “MOU”) reflects the Parties’ genuine intentions to collaborate on establishing and implementing a parking permit system on the Lands and the application of revenues received to finance programs and services in connection with the public trail system located in the Township of Uxbridge as a pilot project.

It is the objective of the pilot project to:

- (a) Generate through the Trail Sustainability Fund revenue from non-residents for maintenance of the public trail system located in the Township of Uxbridge, being over 300 km of trails;
- (b) Use the Trail Sustainability Fund for improvements and expansion of trails and trail related infrastructure;
- (c) Encourage economic activity throughout the Township of Uxbridge through use of advertising and promotions within the smartphone app used for parking payments.

## **2. Steering Committee**

The Parties shall establish a Steering Committee consisting of the representatives of each of the Parties as well as the LSRCA, in accordance with the Terms of Reference attached as Schedule “C” (the “Steering Committee”).

## **3. Parking Permit Fee Structure**

The fee structure for the parking permits for the Lands during the pilot project will be as follows:

- i) **\$6.00** for a one-day parking permit – pay at one play at all model;
- ii) **\$75.00** for an annual pass;
- iii) Where payments are processed at the Township office or the Township website, rather than through the smartphone app, there will be an additional **\$4.00** processing charge to cover administrative resources;
- iv) No fee will be required for residents of the Township of Uxbridge for the duration of this pilot project;
- v) No fee will be required for paid or unpaid contractors (including volunteers and agreement partners) when they are doing work on the trails and other lands owned by the Parties serviced by the Parking Lots. Personal vehicles used by employees of the Parties for doing such work as described above will need to be identified in the system for this purpose. Volunteers will only qualify for the exemption when doing such work as described above, and will be subject to the standard rates when visiting the trails for recreational purposes only;
- vi) The Township may grant exemptions from parking permit fees, including in conjunction with special event permits, film agreements or other agreements;

## **4. Project Revenues**

All net revenues (revenues minus 4Pay app fees) collected through parking permit fees for the Lands during the pilot project will be held by the Township in escrow. The use of such funds will be at the direction of the Steering Committee which may approve the use of revenue from the parking permit fees to finance programs and services in connection with the public trail system located in the Township of Uxbridge, including but not limited to,

- (a) Trail state of good repair;
- (b) Wayfinding signs;
- (c) Benches/rest areas;
- (d) Hazard mitigation;
- (e) Trail development;
- (f) Waste collection;
- (g) Parking lot maintenance;
- (h) Restroom maintenance; and
- (i) Snow removal.

The Parties acknowledge that Durham Forest has its own snow removal contract which will be retained without payment from the Trail Sustainability Fund. The Parties also acknowledge that the pilot project does not, in any way, have an effect on the Forest Management Agreement in place between the Region and LSRCA, and the terms and conditions set out in the Forest Management Agreement are still in force.

Revenue generated through parking infraction enforcement will be used by the Township By-law Services to enforce the permit parking.

## **5. Financial Reporting**

The Township's Treasurer will provide financial reporting to the Steering Committee in advance of quarterly meetings regarding the revenues collected through the Trail Sustainability Fund and actual expenditures against planned expenditure.

## **6. Liability**

Each Party ("Indemnifying Party") shall defend, indemnify and hold harmless the other Parties, including its elected officials, directors, officers, employees and agents from and against all claims, damages, costs, expenses, losses or liabilities whatsoever (including reasonable legal fees) arising from or relating to the Indemnifying Party's negligent act or omission or wilful misconduct.

The Parties will be responsible for maintaining proper levels of insurance coverage where applicable. Notwithstanding the foregoing, limitation of liability language is intended to be included in the smartphone app and on permits issued outside of

the smartphone app, indicating that the Parking Lots are not monitored and that users of Parking Lots are responsible for loss, damage and injury.

## **7. Enforcement**

Parking enforcement within the Parking Lots will be provided by the Township, and the Region and the TRCA hereby authorize the employees and agents of the Township to enter upon the Lands for such purposes. The Region and the TRCA shall provide such other written acknowledgements and agreements as may be required in order to give effect to this section.

## **8. Term.**

- i) The Parties intend that this MOU represents a pilot project and the MOU shall have a term commencing on the date of this Memorandum and terminating 12-months from the said date.
- ii) The Parties agree to revisit the terms of the MOU and the objectives and implementation of the Project at the time of the last quarterly meeting of the Steering Committee prior to the end of the 12-month term of the MOU.
- iii) It is the current intention of the Parties (but not a requirement of this MOU) that a new agreement will be entered into prior to the termination of this MOU, following consideration of the Steering Committee Annual Report.

## **9. Implementation**

This MOU will come into effect upon endorsement by the Council for each of the Region and the Township, and the Board of the TRCA.

Other agreements between one or more of the Parties will be necessary to fully execute the pilot project and the Parties will act in good faith in the negotiation of such formal agreements to give effect to their mutual intention as set out in this MOU.

## **10. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the courts of such province shall have exclusive jurisdiction over any dispute hereunder.

## **11. Amendment and Waiver**

No modification of or amendment to this MOU shall be valid or binding unless set forth in writing and duly executed by all the Parties hereto and no waiver of any breach of any term or provision of this MOU shall be effective or binding unless

Attachment 1: Uxbridge Parking Permit and Trail Sustainability Fund Memorandum of Understanding  
(draft)

made in writing and signed by the Party or parties purporting to give the same and,  
unless otherwise provided, shall be limited to the specific breach waived

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**12. No Assignment**

None of the rights and obligations hereunder are assignable or transferable by any Party without the prior written consent of the other Parties hereto.

**13. Time is of the Essence**

Time shall be of the essence in this MOU.

**14. Counterparts**

Signature pages to the MOU may be delivered electronically and the MOU may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

*[The rest of this page is intentionally blank.]*

Dated as of the date first written above.

**THE CORPORATION OF THE  
TOWNSHIP OF UXBRIDGE**

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**THE REGIONAL MUNICIPALITY OF  
DURHAM**

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**TORONTO AND REGION  
CONSERVATION AUTHORITY**

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**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE LANDS**

**1. Parking Lot on Concession 6:**

**PIN 26393-0018 (LT)**

RDAL BTN LTS 10 & 11 CON 6 UXBRIDGE BTN RDAL BTN CONS 5 & 6 AND RDAL  
BTN CONS 6 & 7 UXBRIDGE BEING; RDAL BTN LTS 10 & 11 CON 6 UXBRIDGE;  
UXBRIDGE

**Owner: The Corporation of the Township of Uxbridge**

**2. Parking Lot at Aggregate Pit (Timbers Lot) on Concession 6:**

**PIN 26393-0044 (LT)**

PT W 1/2 LT 2 & PT LT 3 CON 6 UXBRIDGE AS IN D534367; UXBRIDGE

**Owner: Toronto and Region Conservation Authority**

**3. Parking Lot at Three Rocks, Concession 7 & Uxbridge-Pickering Townline**

**PIN 26393-0049 (LT)**

PT LTS 1, 2 & PT ST PL H50064 & PT LTS 1 & 2 CON 7 UXBRIDGE PT 1, EXPPL 93  
EXCEPT PT 1, 40R15209; UXBRIDGE

**Owner: The Metropolitan Toronto and Region Conservation Authority**

**4. Parking Lot at Durham Regional Forest**

**PIN 26822-0045 (LT)**

LTS 11 & 12 CON 7 UXBRIDGE; PT LT 13 CON 7 UXBRIDGE AS IN UX11625; PT LT  
14 CON 7 UXBRIDGE AS IN UX11627 & UX11630; PT LT 15 CON 7 UXBRIDGE AS IN  
UX11602; PT LTS 11 & 12 CON 8 AND RDAL BTN CONS 7 & 8 AS CLOSED BY BYLAW  
UX585 BTN LT 13 CON 8 & RDAL BTN LTS 10 & 11 CON 8 (AKA HOUSTON RD)  
UXBRIDGE AS IN UX15835; RDAL BTN LTS 11 & 12 CON 8 UXBRIDGE AS IN UX2003;  
RDAL BTN CONS 7 & 8 UXBRIDGE LYING S OF THE WLY PRODUCTION OF THE N  
LIMIT OF LT 11 CON 8 BEING; RDAL BTN CONS 7 & 8 UXBRIDGE ; PT LT 12 CON 8  
UXBRIDGE AS IN CO87045; PT LT 13 CON 8 UXBRIDGE AS IN UX14924 ; UXBRIDGE

**Owner: Public Authority Having Jurisdiction (The Regional Municipality of Durham)**

**5. Parking Lot at Houston Road and Concession 7 (Towers Lot) &  
Parking Lot at Houston Road and Lakeridge Road**

**PIN 26822-0057 (LT)**

RDAL BTN LTS 10 & 11 CONS 7 & 8 (AKA HOUSTON RD) UXBRIDGE BTN RDAL BTN  
CONS 6 & 7 UXBRIDGE AND RDAL BTN TWPS OF UXBRIDGE & REACH BEING;  
RDAL BTN LTS 10 & 11 CON 7 & 8 UXBRIDGE; UXBRIDGE

**Owner: The Corporation of the Township of Uxbridge**

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**SCHEDULE "B"**

**ILLUSTRATION OF THE PARKING LOTS**

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## **SCHEDULE “C”**

### **TERMS OF REFERENCE FOR TRAILS SUSTAINABILITY FUND STEERING COMMITTEE**

#### **1. Mandate**

1.1 The Trails Sustainability Fund Steering Committee (the “Steering Committee”) is established jointly by the Township of Uxbridge, the Regional Municipality of Durham, Toronto and Region Conservation Authority, and the Lake Simcoe Region Conservation Authority in accordance with these Terms of Reference. Committee members are guided by these Terms of Reference.

1.2 The Steering Committee is to undertake the obligations and fulfill the objectives provided for in a Memorandum of Understanding between the Township of Uxbridge, the Regional Municipality of Durham, Toronto and Region Conservation Authority, and the Lake Simcoe Region Conservation Authority, dated \_\_\_\_\_, 2022, in connection with the Trails Sustainability Fund, as may be amended from time to time by the parties thereto.

#### **2. Scope of Activities**

2.1 The Steering Committee will determine the allocation of money held in the Trails Sustainability Fund toward programs and services in connection with the public trail system located in the Township of Uxbridge, including but not limited to:

- (a) Trail state of good repair;
- (b) Wayfinding signs;
- (c) Benches/rest areas;
- (d) Hazard mitigation;
- (e) Trail development;
- (f) Waste collection;
- (g) Parking lot maintenance;

- (h) Restroom maintenance; and
- (i) Snow removal (excluding Durham Forest).

2.2 The Steering Committee will direct the release of funds from escrow for such allocated purposes.

2.3 The Steering Committee shall prepare and maintain a Project Prioritization document enabling a clear process of decision making and to determine what items or tasks to prioritize. This document shall be prepared before any funds are released (to the Township of Uxbridge, the Regional Municipality of Durham, the Toronto and Region Conservation Authority, or the Lake Simcoe Region Conservation Authority).

### **3. Composition**

3.1 The Steering Committee will consist of four members. One member will be appointed by each of the Township of Uxbridge, the Regional Municipality of Durham, the Toronto and Region Conservation Authority, and the Lake Simcoe Region Conservation Authority.

3.2 Term of Membership shall be at the discretion of the appointee.

3.3 Administrative support will be provided by the Township of Uxbridge.

### **4. Sub-Committees**

4.1 When making decisions, the Steering Committee may consult an Advisory Committee which shall be a non-decision-making Committee comprised of stakeholders representing trail users, adjacent property owners, and with a vested interest in using, maintaining and the sustainability of trails and trail-related infrastructure in the Township of Uxbridge.

### **5. Meetings**

5.1 Meetings will be held once per quarter. The Steering Committee will establish a meeting schedule and location. Meetings may be held virtually, in person, or a combination thereof.

5.2 A quorum for a Steering Committee meeting shall consist of all sitting members or their designate.

5.3 Meetings will be chaired by the Township appointed member or their designate.

## **6. Resolutions**

6.1 The Steering Committee will seek to achieve consensus on decisions.

6.2 If an issue cannot be resolved, there will be a vote taken. Recommendations are “carried” if supported by a majority. If a vote is required, a show of hands, unless otherwise requested, will determine the majority decision.

6.3 Any question on which there is a tie vote shall be deemed to be lost.

6.4 Only resolutions as they appear in the adopted Minutes may be considered as officially representing the position of the Steering Committee.

## **7. Reports**

7.1 An annual report summarizing the activities completed in the previous year shall be prepared by the Steering Committee. The annual report shall be forwarded to each of the Township of Uxbridge, the Regional Municipality of Durham, the Toronto and Region Conservation Authority and the Lake Simcoe Region Conservation Authority.

7.2 The first annual report shall be prepared following the third quarterly meeting of the Steering Committee.