

MEMORANDUM OF UNDERSTANDING

Dated this day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

OF THE FIRST PART

- and -

MT. DUFOUR SKI AREA

OF THE SECOND PART

RECITALS:

- A.** The Corporation of The City of Elliot Lake (“The City of Elliot Lake”) is a municipal corporation that owns the land that is developed as the downhill ski facility known as Mt. Dufour Ski Area.
- B.** Mt. Dufour Ski Area (“Mt. Dufour”) is a non-profit organization overseen by a volunteer board of directors that owns the equipment and buildings that make up the physical infrastructure of the Mt. Dufour downhill ski facility, and operates the facility for the benefit of its membership, visitors and the wider community;
- C.** The City of Elliot Lake and Mt. Dufour have a history of collaboration where The City of Elliot Lake provides financial and in-kind support to Mt. Dufour in consideration for the positive impact that the facility has on the local economy, and where Mt. Dufour makes commensurate accommodations in its operations and activities in recognition of this support ;
- D.** Mt. Dufour currently has an MOU and lease agreement with the City of Elliot Lake for operations at the Ski Hill (“Operations MOU”). The Operations MOU does not include the parking lot area that services Mt. Dufour.
- E.** In furtherance of the foregoing, The City of Elliot Lake and Mt. Dufour have indicated their desire to enter into this Memorandum of Understanding to set out the rental terms for the ski hill parking lot to assist Mt. Dufour in fulfilling the insurance requirements of the original MOU and to ensure the safety and comfort of their users.

1. DEFINITIONS

1.1 In this Memorandum of Understanding, the following definitions shall apply:

- (a) “The City of Elliot Lake”, “The Municipality”, and “The City” all mean The Corporation of the City of Elliot Lake;
- (b) “Mt. Dufour” means Mt. Dufour Ski Area;
- (c) “Ski Hill” means the recreational ski facility located at 10 Ski Hill Road, Elliot Lake, ON inclusive of the parking lot;
- (d) “MOU” means this Memorandum of Understanding, as amended from time to time;
- (e) “Ski Season” is 12:01 am on December 1 up to 11:59 pm on April 15;
- (f) “Rental Period” is 12:01 am on December 1, 2024 up to 11:59 pm on April 15, 2029;

2. SCOPE AND PURPOSE OF MOU

2.1 The purpose of this MOU is to formally document and acknowledge the lease of the parking lot at the Ski Hill to Mt. Dufour as outlined in the sketch attached at Schedule “A”.

2.2 Both The City of Elliot Lake and Mt. Dufour agree to work co-operatively with each other and to carry out their respective obligations under the MOU in good faith.

2.3 This MOU exists and is entered into outside and in special circumstance outside of any existing agreements between Mt. Dufour and the City. This MOU supersedes any existing responsibilities or agreements during the Rental Period.

3. TERM

3.1 This MOU shall be effective on the date of execution or such other date as mutually agreed between The City of Elliot Lake and Mt. Dufour. The Rental Period begins at 12:01 am December 1, 2024 and ends April 15, 2029 at 11:59 pm.

3.2 Either party may terminate this MOU with 30 days formal written notice to the other party of its intent to forego the obligations outlined in this MOU.

4. THE CITY OF ELLIOT LAKE'S OBLIGATIONS

4.1 The City agrees that during the Rental Period it shall:

- (a) Provide the parking lot lands located at 10 Ski Hill Road, Elliot Lake, ON as outlined in Schedule "A" inclusive of and during the Rental Period at a cost of \$1.00 CDN plus HST.
- (b) Allow temporary camping for special events as long as the City is notified of the event and the intent to offer camping. Mt. Dufour shall notify the City at least one day before the event and shall send the notice to the By-Law office at bylawofficerselliotlake@elliotlake.ca.

5. MT, DUFOUR'S OBLIGATIONS

5.1 Mt. Dufour agrees that during the Rental Period, Mt. Dufour shall:

- (c) Ensure that Mt. Dufour obtains adequate insurance to include the parking lot as part of their operations and names the City of Elliot Lake as additional insured.
- (d) Mt. Dufour assumes financial responsibility for the snow clearing, sanding, salting and grading of the lot during the ski season to ensure that it is safe for Mt. Dufour members and those parking in the lot.
- (e) Mt. Dufour assumes responsibility for damages caused to the lot by its users and/or through the process of snow clearing.
- (f) Mt. Dufour assumes the care and control of the parking lot at the Ski Hill as it applies to ski area related functions.
- (g) Mt. Dufour will allow access to the members of the Elliot Lake ATV Club for the purpose of accessing their clubhouse.
- (h) Agree that the City will continue to have access to the lot for maintenance unrelated to maintenance required to be done by Mt. Dufour and that is not tied to damage that is caused by ski hill users during the course of the Ski Season. The City will also continue to have access to the lot for events. All efforts will be made to notify Mt Dufour of the City's intent to access the lot as early as possible.

6. INDEMNITY

Mt. Dufour shall, both during and following the term of this MOU, indemnify and save harmless the City, its Council and/or board members,

officers, employees, agents and volunteers from and against any and all claims, actions, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or omitted to be done by Mt. Dufour, and/or board members, officers, employees, agents or volunteers in connection with or arising out of this MOU.

7. NOTICES

7.1 Any written notice given pursuant to this MOU must be addressed to the Municipalities as follows:

(a) The Corporation of the City of Elliot Lake
45 Hillside Drive North,
Elliot Lake, ON
P5A 1X5

Attention: Chief Administrative Officer

(b) Mt. Dufour Ski Area
10 Ski Hill Road,
Elliot Lake, ON
P0M 2L0

Attention: Board Chairperson

7.2 If hand delivered, the notice is effective on the date of delivery; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

8. GENERAL

8.1 Notwithstanding the terms and obligations of the Municipality under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the Municipality's council from exercising any of its discretionary powers, duties or authorities at law.

8.2 This MOU shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

8.3 All provisions of this MOU shall be binding on and operate to the benefit of the Municipalities and their respective successors and permitted assigns and transferees.

