

1650 Hwy 69

Snowmobile Permitted Use
MOU Local Snowmobile Club

0 46 m/151 ft



Township of
The Archipelago



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1650

★ Pointe au Baril Chamber of Commerce

SNOWMOBILE TRAIL

69

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sed Hwy 400

sed Hwy 400

**MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**

I, TOWNSHIP OF THE ARCHIPELAGO, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

<small>Address including lot #, concession # and/or other legal description.</small> <u>1650 HWY 69, POINTE AU BARIL</u> <u>HARRISON CON 4 PT LOT 25 RP 42R6927</u>	<small>Township, County, District, Region, Municipality. Include all that apply.</small> <u>TOWNSHIP OF THE ARCHIPELAGO</u>
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hereby gives the _____, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

1. The term of this MOU is from MAY 15 2024 to _____.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
5. The Landowner will be added as an additional insured under the OFSCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act*, R.S.O., 1990 c. T.21, the *Motorized Snow Vehicles Act*, R.S.O. 1990 c. M.44 and the *Occupiers Liability Act*, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

LANDOWNER/OCCUPIER

<small>Name</small> <u>TOWNSHIP OF THE ARCHIPELAGO</u>	<small>Email</small> <u>INFO @ THEARCHIPELAGO.CA.</u>
<small>Address</small> <u>9 JAMES ST. PARRY SOUND, ON, P2A 1T4</u>	<small>Phone</small> <u>705 746 4243</u> <u>EXT 311</u>

LOCAL SNOWMOBILE CLUB

<small>Name - Club Contact</small> <u>BRYAN EMERY</u>	<small>Phone</small>	<small>Email</small>
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Landowner Signature: _____

Date: _____

Club Signature: _____

Date: _____

Schedule A Attachments:

☒ sketch and/or

☐ map

A Partnership Tradition



fostering opportunity, well-being and prosperity in communities across Ontario!!

Over 50 years ago, community-minded landowners began a partnership tradition of sharing designated pieces of their properties for winter-only recreational snowmobile trails. Their generous decision to partner with volunteers in local snowmobile clubs, who service their communities with winter trails, created many economic, recreational, social, and health benefits to enhance the well-being of their hometowns, including:

- Sustained economic activity to support local businesses through the winter months
- More winter jobs to help keep local residents employed year round
- Increased opportunities for friends and neighbours to get outdoors and enjoy winter
- Designated trails to reduce random trespass and road running, while helping to protect private property
- Improved winter safety for both the public and snowmobilers (*OFSC recreational snowmobile trails statistically proven to be the safest place to ride a snowmobile*)

This rural partnership tradition and its community benefits continue to this day. So by generously allowing use of a small part of your land during the snowmobile season, you are fostering substantial opportunity, prosperity, employment, enjoyment and well-being for you, your family, friends and neighbours during winter seasons that would not otherwise be possible.

We'd like to extend our gratitude on behalf of your community, local snowmobile club, its volunteers and recreational snowmobilers for your generosity each winter.

Thank you!

What Your Local Snowmobile Club Does For You...

When you enter into a land use agreement with your local community snowmobile club, its volunteers commit to respecting and protecting your property to the best of their ability, including:

- Locating or relocating the trail where you want it each season.
- Upgrading the trail, with your permission, at no cost to you that may also improve your access to parts of your property.
- Being responsible for preparing and maintaining the trail for winter use.
- Signing the trail with approved snowmobile signage and field stakes so snowmobilers know where to go without getting lost.
- Installing any special crop, livestock or no trespassing signs, fencing or tape as required.
- Taking responsibility for seasonal trail opening and closing.
- Providing you with a local person to contact as needed.
- Dealing promptly and effectively with your questions or concerns.



Who Owns The Land?

You do. Neither your ownership, or any of your property rights, are changed by allowing a snowmobile trail across your land, no matter for how long the relationship exists. We respect your land as just that, YOURS! A signed land use permission agreement with your local snowmobile club defines your land use and access parameters, including your cancellation authority.

How Are You Protected?

Your local snowmobile club is a member of the Ontario Federation of Snowmobile Clubs (OFSC) which together with other community clubs across Ontario create what is known as the recreational, snowmobile "OFSC Prescribed Trail" network. This means that only snowmobilers displaying valid Ontario Snowmobile Trail Permits can legally access the approved permitted route on your property for winter use.

Your club, through the OFSC, provides insurance protection to cover legal liability pertaining to the club's snowmobile trail operations related to the OFSC Prescribed Trail including trail maintenance, signage, grooming and use by snowmobilers. This insurance coverage, which includes defence costs, investigation and settlement of claims is automatically applied upon the completion and for the duration of a Land Use Permission agreement between you and your local snowmobile club.

Is the Province of Ontario Involved?

No. Neither the Province or any other party other than your local snowmobile club is involved in the land use agreement between a private property owner and a local snowmobile club. Nor is any other party involved in the operation of the trail on your property. However, for your protection, when you authorize your local snowmobile club with trail access, the Province of Ontario has legislation which limits access only to snowmobilers displaying valid Ontario Snowmobile Trail Permits.

What are Snowmobile Trail Permits?

Ontario's Ministry of Transportation issues annually a Snowmobile Trail Permit which enables valid permit holders to access OFSC Prescribed Trails. The OFSC delivers the Ontario Snowmobile Trail Permit program as the Ministry's sole authorized agent. Revenues from the sale of these permits are allocated to OFSC member organizations to assist in sustaining snowmobile trail operations, including trail infrastructure and maintenance costs, but these expenditures in no way impact either your land ownership or property rights. Permit revenues are limited and do not adequately meet actual trail-related expenses. Therefore local snowmobile clubs often turn to community partnerships, fundraising and volunteerism to sustain their operations.