

The Corporation of the Municipality of Brockton



By-Law 2019-017

Being a By-Law to Authorize the Signing of an Agreement With the Saugeen Snowmobile Club for the Purpose of Seasonal Trail Use.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with the Saugeen Snowmobile Club with respect to seasonal trail use;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with the Saugeen Snowmobile Club which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated February 12, 2019, between the Corporation of the Municipality of Brockton and the Saugeen Snowmobile Club is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Saugeen Snowmobile Club Trail Agreement By-Law".

Read, Enacted, Signed and Sealed this 12th day of February, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Schedule 'A' to By-Law 2019-017

Seasonal Trail Use Agreement

Between:

The Corporation of the Municipality of Brockton
100 Scott Street, Walkerton, Ontario N0G 2V0
(Hereinafter referred to as "Brockton")

Of the First Part

And

The Saugeen Snowmobile Club
Box 875, Walkerton ON, N0G 2V0
(Hereinafter referred to as "Saugeen")

Of the Second Part

Whereas Saugeen is a member of the Ontario Federation of Snowmobile Clubs ("OFSC") and develops and maintains trails for snowmobiling throughout Bruce County;

And Whereas Saugeen desires to establish a trail for snowmobiling across lands owned by the Municipality of Brockton in the area known as the East Ridge Business Park;

And Whereas the Municipality of Brockton desires to have Saugeen construct and maintain the proposed snowmobile trail;

And Whereas Sections 11(2) and 11(3) of the *Municipal Act, 2001* S.O. 2001, c. 32 Sch. Authorizes municipalities to pass by-laws relating to transportation systems, other than highways, and culture, parks, recreation and heritage, as well as public assets of the municipality;

Now Therefore inconsideration of the mutual terms, conditions and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which by each of the parties is hereby acknowledged, the above-named parties agree as follows:

1. Brockton hereby allows Saugeen to enter, use, construct, groom, maintain and mark a trail for the exclusive purpose of allowing valid permitted snowmobiles and their riders to snowmobile on lands owned by Brockton and legally described in Schedule "A" to this Agreement and shown in more detail on the map attached as Schedule "B" (hereinafter referred to as the "Trail");
2. Saugeen shall at all times remain a member in good standing of the OFSC and be able to verify this to Brockton with a current OFSC certificate or this agreement shall be immediately null and void;
3. Saugeen will have access to the designated premises prior to and after the winter months for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover;
4. Saugeen shall maintain the Trail to be used by validly permitted snowmobiles and their riders in reasonably good condition for the purposes of snowmobiling only; and undertakes to post appropriate signage, and to remove on an annual basis any litter caused by snowmobiles and their riders and repair or replace property damaged by snowmobiles and their riders on the Trail;
5. Each party shall provide the other party with sixty (60) days prior written notice of any changes or cancellation of this agreement;
6. Saugeen is hereby authorized and responsible for supervising and enforcing the use of the Trail;
7. The Saugeen Snowmobile Club shall indemnify and hold harmless and shall release and discharge the Corporation of the Municipality of Brockton, its successors, assigns, servants, agents and employees against all loss, damage and expense

attributable to the activities by or on behalf of the Saugeen Snowmobile Club, but only with respect to those operations usual to a snowmobile trail. The above referenced indemnification clause does not apply for the willful misconduct and or negligence on the part of the landowner.

8. The Saugeen Snowmobile Club will provide liability insurance in the amount of \$15,000,000 for liability arising from the grooming, maintenance and use of the snowmobile trail but only with respect to the negligence of the OFSC and member organizations for those operations usual to a snowmobile trail. The insurers will add the landowner as an additional insured but only with respect to liability arising from the operations of the Saugeen Snowmobile Club. Coverage will be extended to the location listed in the landowner agreement. The above policy will not provide any coverage for the willful misconduct and or negligence on the part of the landowner.
9. Saugeen further covenants and agrees to submit to Brockton satisfactory evidence of having obtained the insurance required by the agreement and to submit copies of such policies forthwith for approval thereof by Brockton.
10. Saugeen further covenants and agrees to at all times observe and comply with, and endeavour to ensure strict observance and compliance with all statutory requirements, rules, regulations, and by-laws of the Brockton or other authority which in any manner may affect or relate to the use of the Trail including the directions and demands as may be made to Saugeen by Brockton's Director of Operations relating to the use of the Trail.
11. Saugeen further covenants and agrees that it may not assign or transfer the permission for the use of the Trail without the prior written consent of Brockton.
12. It is acknowledged and agreed that the use of the Trail is not an easement, right of way, lease or any kind of legal interest in the land described in the attached Schedules.
13. This agreement may be terminated by Brockton at any time without notice for cause in the event of a violation of the terms by Saugeen;
14. This agreement may be terminated by Brockton, in its absolute and sole discretion, at any time without notice in the event that a snowmobile has been ridden on or unreasonably near the Bruce Power Regional Soccer Park.
15. On termination of this agreement Saugeen shall immediately remove all signs, structures other improvements and shall return the lands to the same condition as of the date of this agreement.
16. That this Agreement shall inure to and be binding upon the parties hereto, their successors and assigns, and shall not be revoked, altered or amended without the written consent of the participants.

This Agreement made in duplicate on this 12th day of February, 2019.

Signed and Sealed on Behalf of the Corporation of the Municipality of Brockton this 12th day of February, 2019.

Chris Peabody, Mayor

Fiona Hamilton, Clerk

Signed and Sealed on Behalf of the Saugeen Snowmobile Club this _____ day of _____, 2019.

Dave Spitzig, President

Gerald Gutscher, Vice-President