

# A Partnership Tradition 936/24



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.

# 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.

Schedule A Brock Township Trails (highlights in yellow)

Trail H1, H9, H10, H11

Concession 5 south to Sideroad 17 and east on Thorah Concession Rd 4 (approx 4.6km)

Concession 1 east of HWY 12 to Cameron Sideroad (approx 1.85km)

Concession 14 (approx 300m)

Concession 13 from west of Sideroad 18a to Simcoe St (approx 4km)

Brock Concession 10 west of Beaver trail (approx 1.1km)

Brock Concession 9 west of Beaver trail (approx 1.2km)

Brock Concession 10 east of sideroad 17 (approx 500m)

Concession Road 11 from west of Sideroad 17 to Lakeridge Rd (approx 3.3km)

Cross over Concession 6 at Hwy 12

Hwy 12 along Doble St (approx 150m)

north of Doble St. Road allowance for James St (approx 100m)

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 720300001

DESCRIPTION: THE KING'S HWY NO. 48B (AKA KING'S HWY NO. 12) BTN KING'S HWY NO. 48 & RDAL BTN CONS 4 & 5, THORAH, BEING; PT RDAL BTN CONS 5 & 6, THORAH, PT LTS 15 & 16, CON 4, THORAH AND PT RDAL BTN LTS 15 & 16, CON 4, THORAH, PT 2, D74184; PT LTS 15 & 16, CON 1, 2, 3, 4 THORAH, PT RDAL BTN CONS 1 & 2, 2 & 3, 3 & 4 ADJACENT LTS 15 & 16, THORAH, PT RDAL BTN LTS 15 & 16, CONS 1, 2, 3, 4, PT 3, D74184 EXCEPT PT 1, 40R10196 ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720150255

DESCRIPTION: PT LT 21 S 1/2 CON 11 BROCK PT 1, 40R15229 ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720200002

DESCRIPTION: RDAL BTN CONS 12 & 13, BROCK, BTN ONTARIO COUNTY RD NO. 2 & RDAL BTN LTS 18 & 19 CON 13, BROCK ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720210002

DESCRIPTION: RDAL BTN CON 12 & 13, BROCK BTN KING'S HWY NO. 12 & RDAL BTN LTS 18 & 19, CON 13, BROCK ; BROCK

LANDOWNER NAME: PUBLIC AUTHORITY HAVING JURISDICTION

ADDRESS :

PIN: 720310058

DESCRIPTION: RDAL BTN TOWNSHIP OF THORAH & BROCK ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720300005

DESCRIPTION: RDAL BTN CON 3 & 4 THORAH BTN THE KING'S HWY NO. 48B & THE KING'S HWY NO. 12 & 48 ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720130009

DESCRIPTION: RDAL BTN CONS 9 & 10 BROCK, BTN RIDGE RD & E LIMIT LT 20 CON 10 BROCK ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720380003

DESCRIPTION: RDAL BTN CEDAR BEACH RD & OSBORNE ST BEING RDAL BTN CONS 4 & 5 CON 5 THORAH ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720380295

DESCRIPTION: RDAL BTN LTS 15 & 16 CON 5 THORAH (AKA NINE MILE RD) ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720400031

DESCRIPTION: FIRSTLY: PT RDAL BTN CON 5 & CON 6 THORAH; PT MAIN ST PL 81; SECONDLY: PT LT 16 CON 5 THORAH BEING FORCED RD AKA MAIN ST BTN LAKE SIMCOE & VICTORIA ST; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720400074

DESCRIPTION: ALBERT ST PL 81; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720120018

DESCRIPTION: RDAL BTN CON 8 & 9 BROCK BTN THE KINGS HWY NO. 12 & RIDGE RD ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720130012

DESCRIPTION: RDAL BTN CONS 8 & 9 BROCK, BTN RIDGE RD & E LIMIT LT 20 CON 9 BROCK ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720090189

DESCRIPTION: DOBLE ST PL 102; DOBLE ST PL 122 ; BROCK

LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720090181

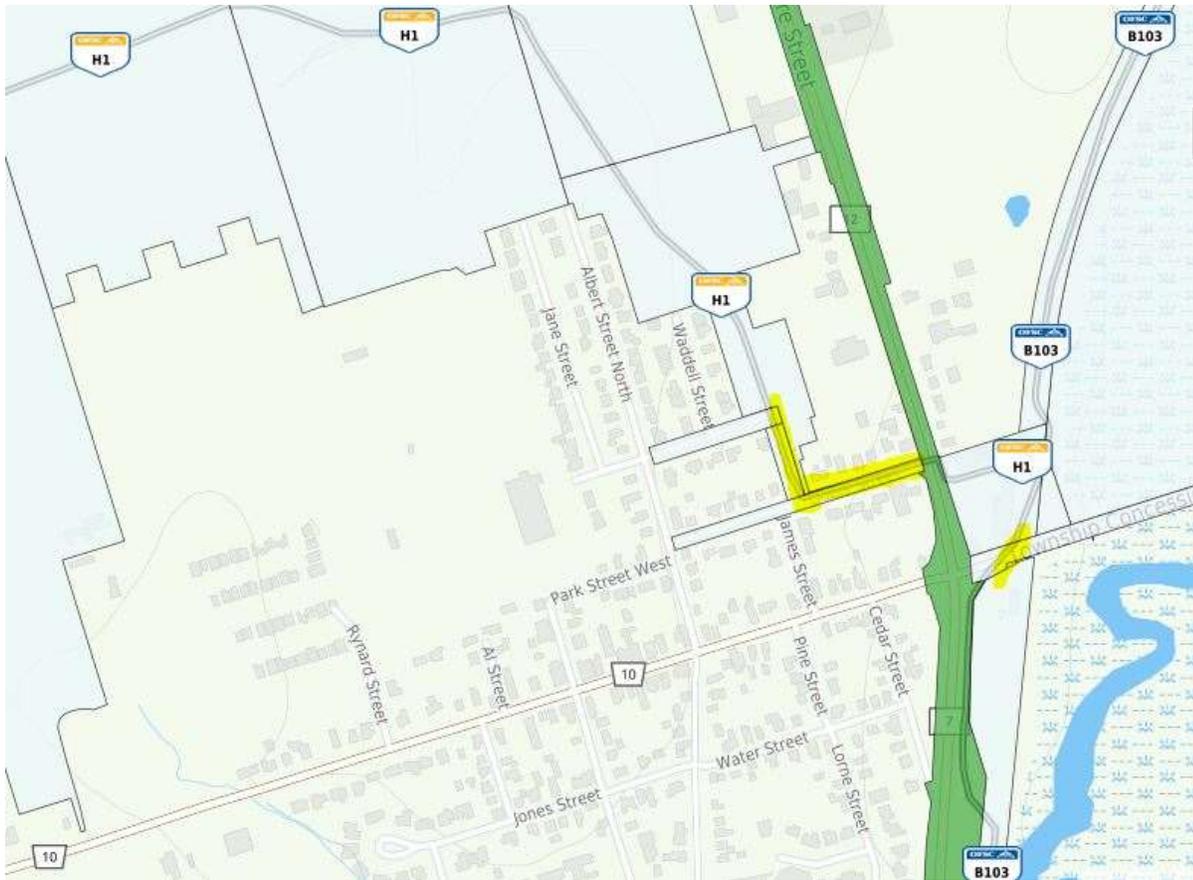
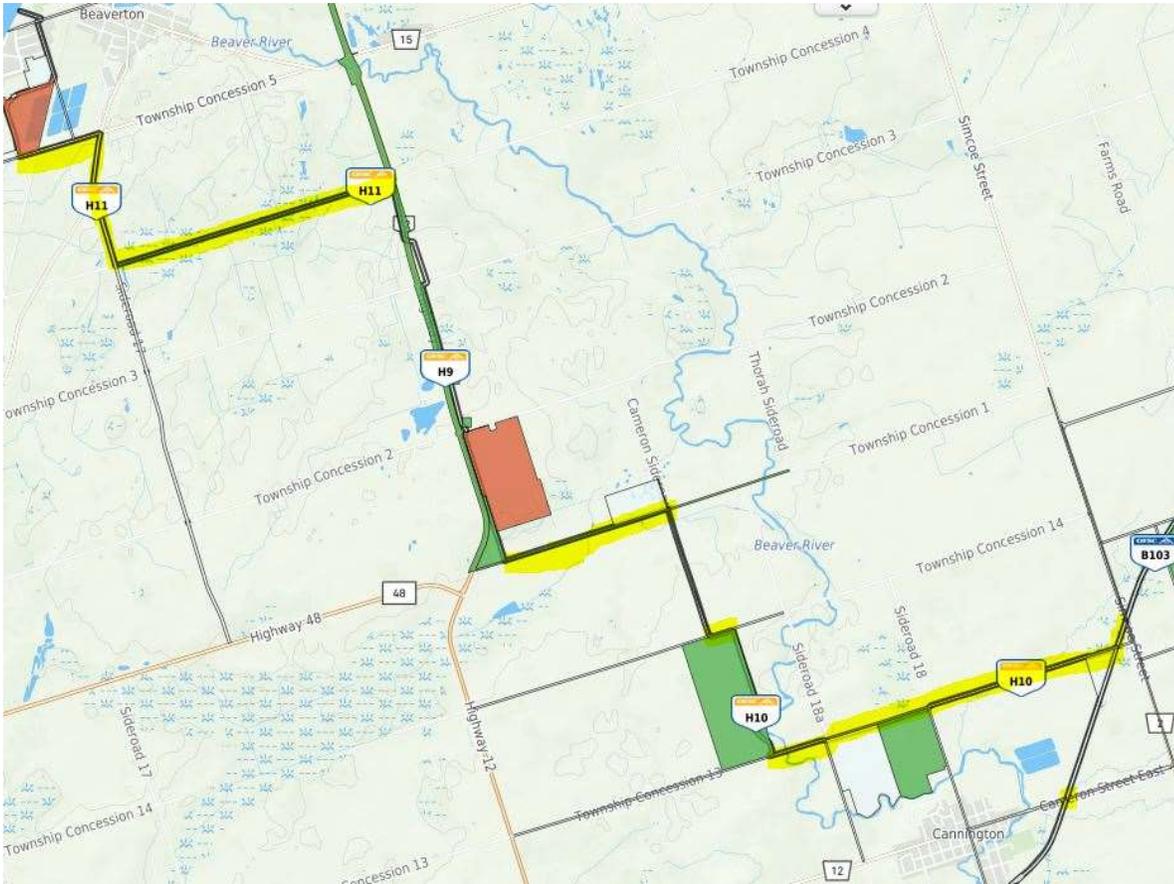
DESCRIPTION: PCL PLAN-1, SEC M-38; JAMES STREET, PL M-38 ; BROCK

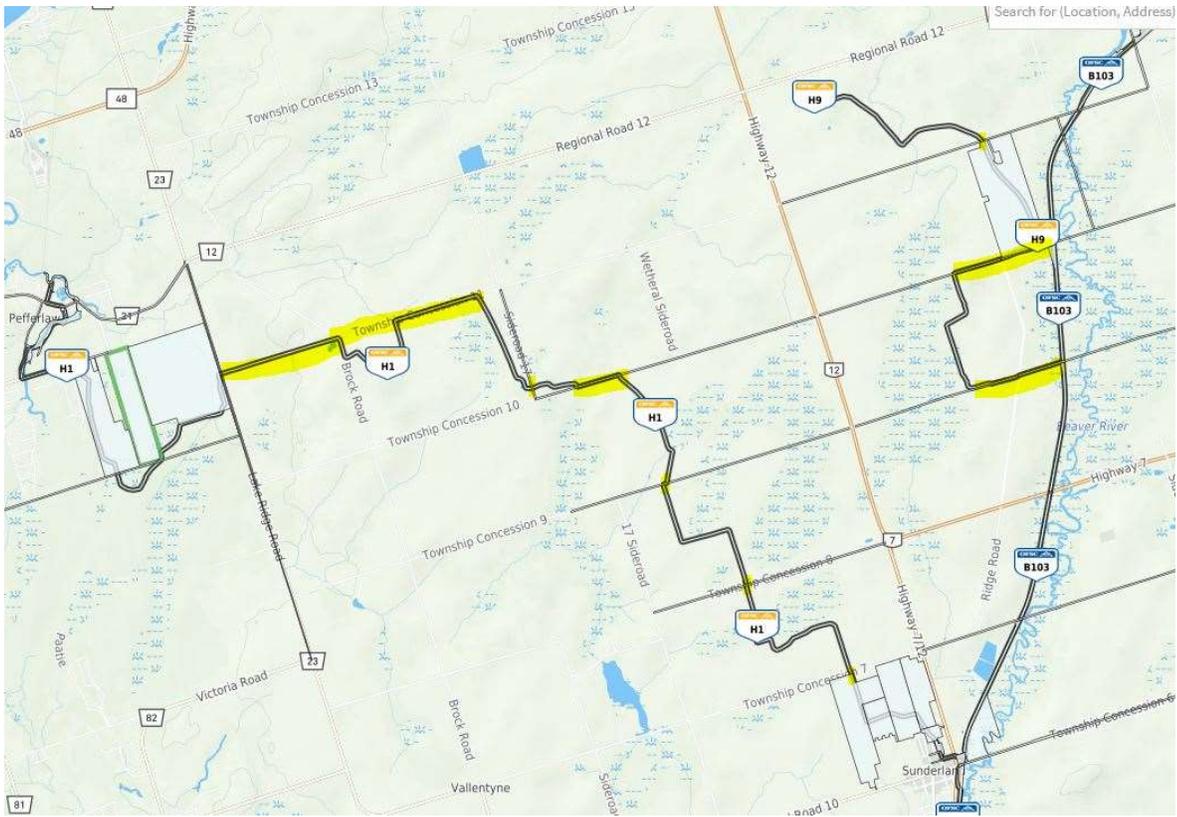
LANDOWNER NAME: THE CORPORATION OF THE TOWNSHIP OF BROCK

ADDRESS :

PIN: 720080130

DESCRIPTION: RDAL BTN CONS 5 & 6 BROCK BTN THE KING'S HWY NO. 12 & TRAVELLED RD BTN LTS 19 & 20 CON 6 BROCK BEING; PT RDAL BTN CONS 5 & 6 BROCK; PT LT 14 CON 6 BROCK PTS 3, 4, 5 & 6, 40R9482; PT S 1/2 LT 17 CON 6 BROCK AS IN CO178953; PT LT 17 CON 5 BROCK AS IN CO178058 & CO178797; PT W 1/2 LT 13 CON 5 BROCK & PT RDAL BTN CONS 5 & 6 BROCK PT 2 MISC PL 154 ; S/T CO95312 BROCK





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

I, \_\_\_\_\_, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

Address including lot #, concession # and/or other legal description.	Township, County, District, Region, Municipality. Include all that apply.
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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 \_\_\_\_\_ 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 OSFCIP 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

Name	Email
Address	Phone

### LOCAL SNOWMOBILE CLUB

Name - Club Contact	Phone	Email
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**Landowner Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Club Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Schedule A Attachments:

sketch and/or

map