

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

BY-LAW NO. 77-2016

BEING a By-law to authorize a Memorandum of Understanding with South Bruce Peninsula All-Terrain Vehicle Club;

AND WHEREAS Section 19 (2) of the Municipal Act, S.O. 2001, Chapter 25, permits a lower tier municipality to provide services in another lower tier municipality where there is consent to do so and within the applicable spheres of jurisdiction, and Section 20 (1) permits municipalities to enter into agreements to provide for their joint benefit;

AND WHEREAS the Township of Georgian Bluffs, is the owner of the bridge described as Keppel Sarawak Townline, north of Church Sideroad, in the geographic Township of Sarawak;

NOW THEREFORE the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:


1. That the Township of Georgian Bluffs, owner of the bridge described as Keppel Sarawak Townline, north of Church Sideroad, in the geographic Township of Sarawak, does hereby give the South Bruce Peninsula All-Terrain Vehicle Club, as a member in good standing of the Eastern Ontario Trails Alliance, permission to legally enter, establish, maintain, groom, sign and use that portion of the premises designated for the exclusive purpose of allowing individual members of the Eastern Ontario Trails Alliance to use the designated premises for ATV use.
2. That a Memorandum of Understanding between the South Bruce Peninsula All-Terrain Vehicle Club and the Township of Georgian Bluffs and attached hereto is hereby authorized.
3. That this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 3rd day of August, 2016.

Read a third time and passed this 3rd day of August, 2016.



Mayor – Alan Barfoot



Clerk – Holly Morrison



MEMORANDUM OF UNDERSTANDING

The Township of Georgian Bluffs, being the owner of the bridge and lands described as Keppel Sarawak Town line north of Sarawak Church Road within the geographic municipality of the Township of Georgian Bluffs do hereby give the undersigned named All-Terrain Vehicle (hereinafter ATV) Club, as a member in good standing of the Eastern Ontario Trails Alliance (hereinafter EOTA) permission to legally enter, establish, maintain, groom, sign, and use that portion of the premises designated for the exclusive purpose of allowing individual members of the EOTA to use said designated premises for ATV'ing under the following terms and conditions:

- 1) The local ATV club shall at all times, maintain its status as a member in good standing of the EOTA, and be able to verify this to the Township of Georgian Bluffs with a current EOTA membership certificate, or this agreement shall be immediately null and void.
By remaining in good standing of the EOTA, the local ATV club shall have access to the EOTA third party liability insurance plan. The insurance coverage shall have a limit of no less than FIVE million dollars (\$5,000,000.00) to cover land uses specified herein by the local ATV club, and individual EOTA members on the designated premises, save and except any intentional acts by the owner or occupier. Proof of coverage naming the Township as an additional insured must be supplied prior to the execution of this agreement.
- 2) It is understood that, at the Townships request, ATV use will cease in the winter months, for the duration of the snowmobile grooming season, and resume at the end of the grooming season.
- 3) The local ATV club shall maintain the bridge to be used by the individual EOTA members in reasonably good condition for ATV purposes. This includes but is not limited to the installation of a steel deck over top of the existing concrete structure to ensure required loading can be accommodated, the installation of guardrails, signage, approach and exit ramps, and lockable gates. The local ATV clubs may assist or be assisted by other trail users groups, insofar as trail maintenance and upkeep, only provided that the other user groups in question also have such agreements as this made with the Township, for the same designated portion of same and said premises, with all proper documentation and liability coverage in place. The ATV club will undertake the appropriate signage, remove on an annual basis any litter caused by individual EOTA members, and will make reasonable repairs for any damage to property caused by individual EOTA members on that portion of the property designated for ATV use. The Township will with reasonable efforts, when negotiating with other trail users the use of the bridge, try to recoup some of the initial investment of the local ATV club in developing the bridge.

- 4) The local ATV club agrees to comply with the requirements of the Grey Sauble Conservation Authority and the Niagara Escarpment Commission requirements and attached permits
- 5) The minimum deck width of the steel deck is to be 2.44m
- 6) The local ATV club will supply the Township with the appropriate keys to the lockable gates.
- 7) Each undersigned party shall give the other sixty (60) days prior written notice to the address below of any changes to, or cancellation of this agreement. Changes must be agreed upon by both parties prior to the new agreement coming into effect.
- 8) The local ATV club, or its executive, are hereby authorized to be the undersigned owner/occupier's agent(s) to supervise and enforce the uses defined hereunder with respect to the designated premises in accordance with the Trespass to Property Act R.S.O. 1990, C.T.21: the Occupiers Liability Act R.S.O. 1990.; and the Off-Road Vehicles Act .R.S.O 1990.

The term of this Memorandum of Understanding shall be for a period of approximately (10) years expiring on December 31, 2026.

IN WITNESS WHEREOF the parties have herein set their hands and seals.

SIGNED, SEALED and DELIVERED

In the presence of

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Per: _____

Mayor, Alan Barfoot

Per: _____

Clerk/CAO, Holly Morrison

We have the authority to bind the Corporation

SOUTH BRUCE PENINSULA A.T.V. CLUB

Per: _____

President, Rob Cressman

Per: _____

Treasurer, Kim Redden