

# The Corporation of the Township of Huron-Kinloss



## **BY-LAW No. 2025 – 112**

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Being a By-Law to Authorize the Signing of a Memorandum of Understanding with the Bluewater Town and Country Snowmobile Club for use of Road Crossings within the Township of Huron-Kinloss

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**WHEREAS** Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

**AND WHEREAS** the Township passed By-law No. 2024-110 to enter into a memorandum of understanding (MOU) with the Bluewater Town and County Snowmobile Club to formalize permission to legally enter, establish, groom, maintain, sign various Township owned lands, for the use of legally permitted snowmobiles and riders to use these lands for snowmobiling;

**AND WHEREAS** The Council for The Corporation of the Township of Huron-Kinloss deems it expedient to enter into an additional MOU with the Bluewater Town and Country Snowmobile Club to permit use of road crossings within the Township of Huron-Kinloss as per Report PW-2025-50;

**NOW THEREFORE** the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That The Corporation of the Township of Huron-Kinloss hereby enters into an agreement with the Bluewater Town and Country Snowmobile Club which is attached as "Schedule A" and forms part of this By-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "Bluewater Town and Country Snowmobile Club MOU (Use of Road Crossings) By-law".

**READ a FIRST and SECOND TIME** this 17<sup>th</sup> day of November, 2025.

**READ a THIRD TIME and FINALLY PASSED** this 17<sup>th</sup> day of November, 2025.

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Mayor

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Clerk

By signing this by-law on November 17<sup>th</sup>, 2025, Mayor Murray confirmed that they will not exercise the power to veto this by-law.

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

I, Corporation of the Township of Huron-Kinloss, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

<i>Address including lot #, concession # and/or other legal description.</i> As noted on attached map	<i>Township, County, District, Region, Municipality. Include all that apply.</i> Township of Huron-Kinloss
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hereby gives the Bluewater Town and Country Snowmobile Club, 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 Nov. 17, 2025 to Oct. 15, 2034.
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**

<i>Name</i> Corporation of the Township of Huron-Kinloss	<i>Email</i> info@huronkinloss.com
<i>Address</i> 21 Queen St. PO Box 130, Ripley, ON N0G 2R0	<i>Phone</i> (519) 395-3735

**LOCAL SNOWMOBILE CLUB**

Blue water town & Country Snow mobile club

<i>Name - Club Contact</i>	<i>Phone</i>	<i>Email</i>
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**Landowner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Schedule A Attachments: <input type="checkbox"/> sketch and/or <input checked="" type="checkbox"/> map
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