

## Report PDR-PCD-18-16

**To:** Chair McQueen and Members of the Planning and Community Development Committee  
**From:** Sarah Morrison, Intermediate Planner  
**Meeting Date:** April 19, 2016  
**Subject:** **Request from Dufferin Grey All-Terrain Vehicle (DGATV) Club**  
**Status:** Recommendation adopted by Committee as presented per Resolution PCD63-16; Endorsed by County Council May 3, 2016 per Resolution CC55-16;

### Recommendation(s)

**WHEREAS a request has been received from the Dufferin Grey All-Terrain Vehicle (DGATV) Club to use the County Administration Building parking area as well as a portion of the CP Rail Trail for the Ontario Federation of All-Terrain Vehicles (OFATV) Annual General Meeting being held from June 3 to 5, 2016;**

**NOW THEREFORE BE IT RESOLVED THAT PDR-PCD-18-16 be received;**

**AND THAT the request from the DGATV for the OFATV Annual General Meeting be granted which includes:**

- **Temporary use of the County Administration Building Parking Area from 5pm on June 3<sup>rd</sup> to dusk on June 5<sup>th</sup>;**
- **Temporary use of All-Terrain Vehicles on a portion of the CP Rail Trail, south of Concession 11 in Sydenham Township to north of Sunny Valley Road on June 4, 2016, and;**
- **Temporary use of side-by-side All-Terrain Vehicles on a portion of the CP Rail Trail on June 4, 2016.**

**AND FURTHER THAT staff be directed to enter into an agreement with the DGATV Club to address the responsibilities of the Club associated with the request.**

## Background

Staff have received a request from the Dufferin Grey All-Terrain Vehicle Club (DGATV), regarding the potential for using the County Administration Building parking lot (Map 2) as well as a portion of the property to connect to the rail trail at Concession 11, in Meaford onto the rail trail all the way to Sunny Valley Road which currently does not allow for ATV's (Map 1). The Club has also requested the use of side-by-side ATV's on a temporary basis (Map 3). The request is related to the Club hosting the Annual General Meeting (AGM) for the Ontario Federation of All-Terrain Vehicles (OFATV) at the Days Inn on June 3, 4 and 5, 2016. The AGM has an organized trail ride that would occur in the afternoon of June 4, 2016. (Maps Attached)

### *Grey County Staff Recommendations*

Staff have met with the Club and discussed the temporary request, and determined that it could be considered for a temporary one time use, provided the Club would enter into an agreement that would protect the County and the County's property from damages and liability.

There are a few other permissions for the trail ride on the Saturday that require permission from the City of Owen Sound (crossing of 6<sup>th</sup> Street and the use of Superior Street) as well as the Municipality of Meaford (Concession 11). The City has, at the time of the composition of this report, approved in principle the use of these two streets for ATV use. If the approval comes into force and effect, the club will be permitted on these roads. The municipality of Meaford currently permits ATV use on their roads, so separate permission is not permitted. The Club also required permission from a private property, in which they have indicated they have secured.

The proposed route for the trail ride would commence at the County Administration Building property through the Provincial Offences Parking area to the eastern side of the property south onto a private property, to Superior Street, onto Concession 11, to the CP Rail Trail and heading south to Chatsworth (stop at the Legion) and returning. (Map 3 Attached)

Staff would recommend that a temporary agreement for the usage of the property be entered into with the Club. The agreement would include clauses to properly address the parking area and the responsibilities of the Club and the County. A draft has been attached to this report and the club is currently reviewing.

## Financial / Staffing / Legal / Information Technology

### Considerations

Should Committee consider permitting the request, there are no additional costs expected beyond staff time required to complete the agreement.

## Link to Strategic Goals / Priorities

Goal 3.4 to encourage economic and tourism initiatives that support the sustainability, protection, and enhancement of the natural environment.

Respectfully submitted by,

Sarah Morrison, Hons. BA, MCIP, RPP  
Intermediate Planner

Directors Sign Off: *Randy Scherzer & Anne Marie Shaw*

### Attachments:

Draft Agreement

Schedule A Maps (1, 2 and 3)

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2016, in triplicate between:

**THE CORPORATION OF THE COUNTY OF GREY**, a municipality within the meaning of the Municipal Act, 2001

(hereinafter referred to in this Agreement as “the County”),

-And-

**Dufferin Grey ATV Club Inc.**

(hereinafter referred to in this Agreement as the “Club”);

-And-

**Ontario Federation of All-Terrain Vehicle Clubs**

(hereinafter referred to in this Agreement as the “Sponsor”).

**WHEREAS** the Club, with support from the Sponsor, is hosting the Annual General Meeting (AGM) of the Ontario Federation of All-Terrain Vehicle Clubs in Owen Sound;

**AND WHEREAS** the County is the owner of certain lands described more particularly within Schedule “A”, attached hereto (the “County Lands”);

**AND WHEREAS** the Club and the Sponsor would like permission to use the County Lands for the AGM for this occasion on a one-time, temporary basis, and the County is agreeable to allow them to do so;

**AND WHEREAS** the Club and the Sponsor would also like permission to allow side-by-side all-terrain vehicles on the County Lands and further, on a portion of the County’s CP Rail Trail which the Club and the Sponsor currently have permission to use as an ATV trail; and for this occasion on a one-time, temporary basis, the County is agreeable to allow them to do so;

**NOW THEREFORE** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Club and the Sponsor shall be allowed to use the County Lands for the period beginning on Friday June 3, 2016 at 5:00 p.m. until and not later than Sunday June 5, 2016 at 9:00 p.m.

2. The Club and the Sponsor are authorized to use the County Lands for overflow parking and for its scheduled trail ride (the "Trail Ride"), set for Saturday, June 4, from 1:00 – 5:00 p.m. Any other use is unauthorized.
3. No alcoholic beverages are permitted on the County Lands. The Club and the Sponsor shall ensure that this rule is strictly adhered to.
4. The Club and the Sponsor shall ensure that all vehicles, signage, promotional items, trash and rubbish as a result of its use is removed from the County Lands no later than Sunday June 5, 2016 at 9:00 p.m.
5. The Club and the Sponsor shall ensure that no refueling or repairing of vehicles takes place on the County Lands.
6. Side-by-side all-terrain vehicles are permitted on the Trail Ride only, on the County Lands, as well as a portion of the CP Rail Trail, as indicated on the applicable map in Schedule "A".
7. The Club and the Sponsor are responsible for opening and closing the gates at the applicable entrances along the CP Rail Trail before and after the Trail Ride. The gates shall be opened for this purpose no earlier than 11:00 a.m. and closed that evening, no later than 7:00 p.m. on June 4, 2016.
8. The Club and the Sponsor acknowledge that this arrangement does not pre-qualify them for future approvals for use of the County Lands nor for future permission to allow side-by-side all-terrain vehicles on County property.
9. The Club and the Sponsor shall clearly communicate to those in attendance at the AGM that the use of the County Lands and the permission to allow side-by-side all-terrain vehicles on the County Lands and a portion of the CP Rail Trail is authorized under a special request, limited to the weekend of June 3 – 5, 2016 only. Further, they shall communicate that other than this one exception, side-by-side all-terrain vehicles are not allowed on any Grey County trails.
10. The Club and the Sponsor acknowledge that under this agreement, permission is only given for the County Lands identified in Schedule "A", and that access to all other lands they wish to use each requires the permission of the respective property owners to be given to the Club and the Sponsor for such purpose.
11. The Club and the Sponsor acknowledge that the County will assume no risk with respect to the arrangements made and activities arising from this agreement.
12. The Club and the Sponsor agree that any damages to County property as a result of activities arising from this agreement are the responsibility of the Club

and the Sponsor, and not of the County, to repair. The County Lands and all County property thereupon must be left in the same state of repair as it was just prior to the Club and the Sponsor having the temporary use of same under this agreement.

13. The Club hereby agrees to defend, indemnify and hold harmless the Corporation of the County of Grey from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), losses, expenses, costs, damages, claims and demands, or other proceedings by whomsoever made, existing or incurred, as at or subsequent to the date of this indemnity, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property arising directly or indirectly from the use by the Club, its officers, agents, members, representatives, servants, employees, customers, volunteers, invitees or licensees, of the County Lands.
14. The Sponsor hereby agrees to defend, indemnify and hold harmless the Corporation of the County of Grey from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), losses, expenses, costs, damages, claims and demands, or other proceedings by whomsoever made, existing or incurred, as at or subsequent to the date of this indemnity, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property arising directly or indirectly from the use by the Sponsor, its officers, agents, members, representatives, servants, employees, customers, volunteers, invitees or licensees, of the County Lands.
15. The Sponsor shall on its own behalf and that of the Club and at its own expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the County, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
  - a) A limit of liability of not less than \$5,000,000/occurrence.
  - b) The County shall be named as an additional insured with respect to the activities of the Club and the Sponsor under or arising out of this Agreement;
  - c) The policy shall contain a provision for cross liability in respect of the named insured, and a severability of interests clause;
  - d) Non-owned automobile coverage with a limit of at least \$5,000,000 including SEF 96 (contractual liability) ;

- e) Products and completed operations coverage with an aggregate limit not less than \$15,000,000.
- f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the County;

The Club and/or the Sponsor shall provide a valid certificate of insurance throughout the Term of this Agreement as proof of the coverage required under this Agreement.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

THE CORPORATION OF THE COUNTY OF GREY

\_\_\_\_\_  
ALAN BARFOOT, WARDEN

\_\_\_\_\_  
SHARON VOKES, CLERK

We have the authority to bind the County.

DUFFERIN GREY ATV CLUB INC.

\_\_\_\_\_  
\_\_\_\_\_

I/we have the authority to bind the Club.

ONTARIO FEDERATION OF ALL-TERRAIN VEHICLE CLUBS

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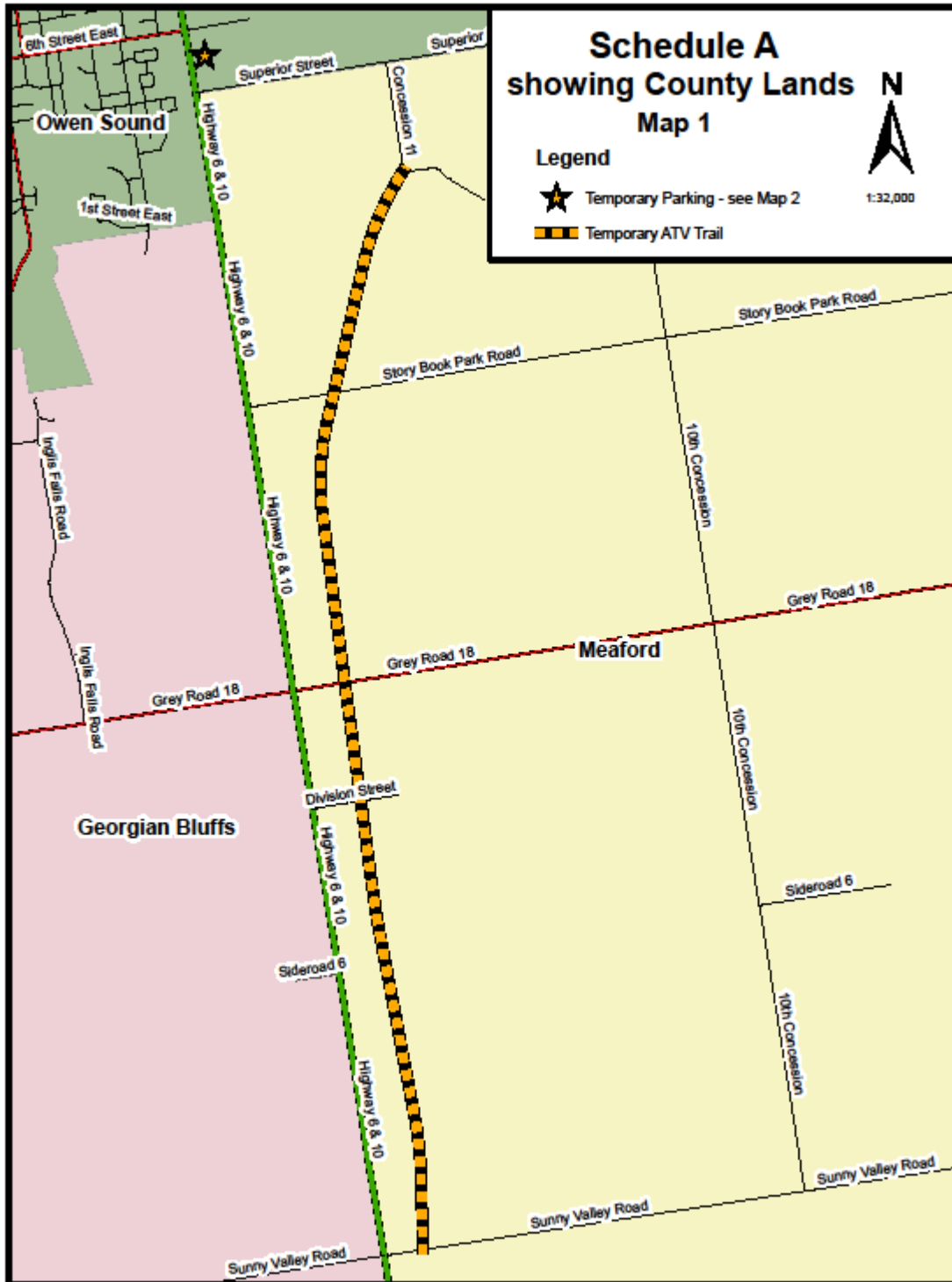
I/we have the authority to bind the Sponsor.

## Schedule A: Description of Subject Premises

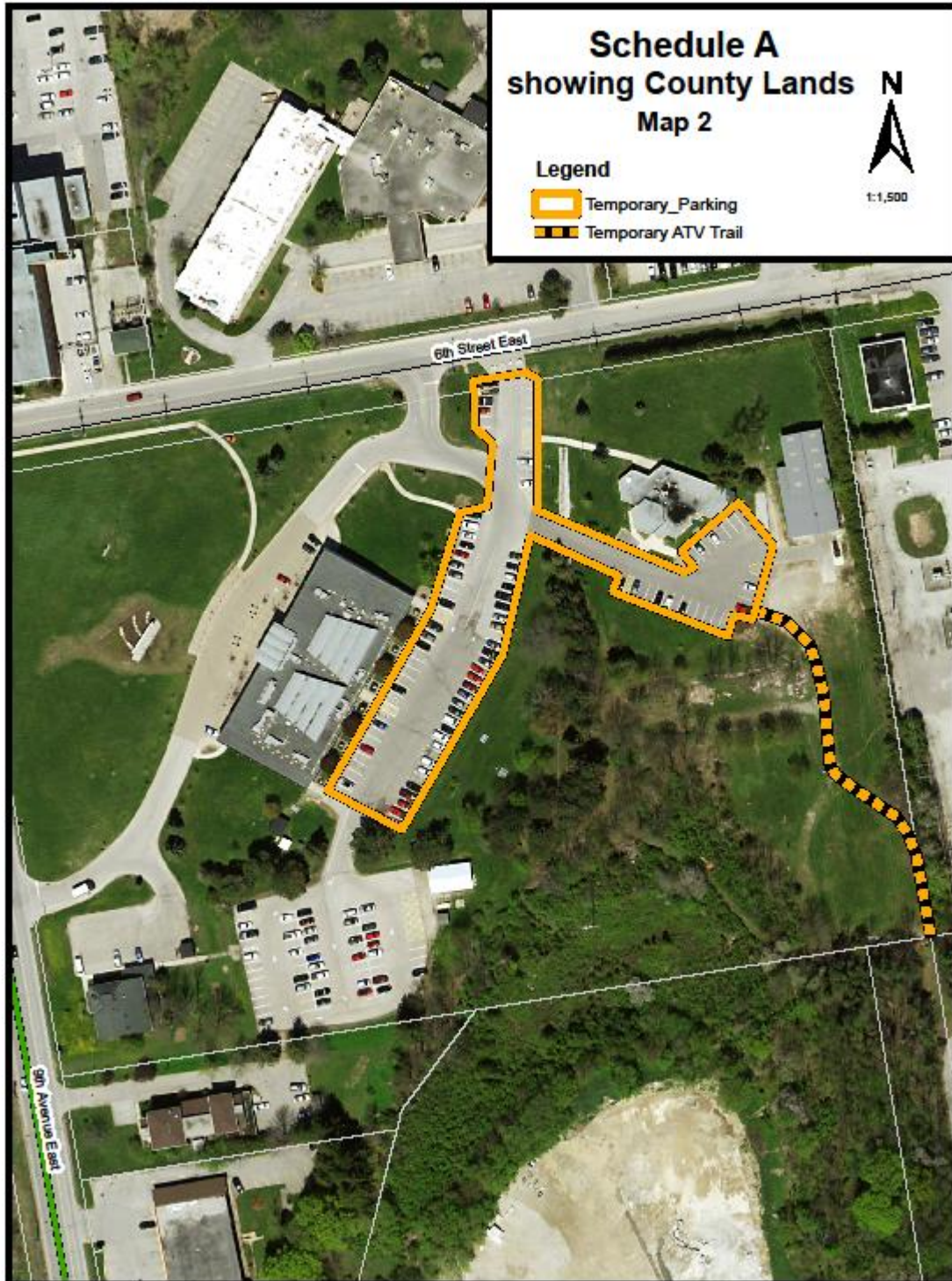
Park Part Lot 6, Range A in the City of Owen Sound, Municipally known as 595 9<sup>th</sup> Avenue East, Owen Sound, PIN 370640046.

CP Rail Trail commencing at the south side of Concession 11 located at Part of Lot 13, Concession 12 in the Geographic Township of Sydenham, now the Municipality of Meaford, Grey County; PIN 370640104 along the lands known as the former Canadian Pacific Railway (CPR) Lands to the south side of Sunny Valley Road located on Part of Lot 3, Concession 12, in the Geographic Township of Holland, now the Township of Chatsworth; PIN 371830225; as depicted on the map below.

CP Rail Trail commencing at the south side of Concession 11 located at Part of Lot 13, Concession 12 in the Geographic Township of Sydenham, now the Municipality of Meaford, Grey County; PIN 370640104 along the lands known as the former Canadian Pacific Railway (CPR) Lands to the north side of the King's Highway 10, located at Part of Lot 5, Concession 1 EGR, in the Geographic Township of Holland, now the Township of Chatsworth; PIN 371830225; as depicted on the map below.



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