

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

BY-LAW NUMBER 2026-

BEING A BY-LAW TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) FOR A PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON AND MATTAWA AND AREA SNOWMOBILE CLUB

AND WHEREAS the Municipal Act, S.O. 2001 c. 25, as amended authorizes municipalities to enter into an agreement;

AND WHEREAS the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enter into a Memorandum of Understanding (MOU) for a Prescribed Snowmobile Trail Land Use Permission with Mattawa and Area Snowmobile Club, approved by Resolution 2026-_____ passed by Council on November 10, 2026;

NOW THEREFORE the Council of the Corporation of the Township of Papineau-Cameron enacts the following;

1. THAT the Mayor or Deputy Mayor and Clerk are hereby designated as signing officers and are authorized to execute a Memorandum of Understanding (MOU) for prescribed snowmobile trail land use permission between The Corporation of The Township of Papineau-Cameron and Mattawa and Area Snowmobile Club.
2. THAT the Memorandum of Understanding (MOU) for prescribed snowmobile trail land use permission attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.
3. THAT the attached Memorandum of Understanding (MOU) for prescribed snowmobile trail land use permission is effective from November 10, 2026 to October 13, 2027, subject to any amendments thereto or the termination of the said Memorandum of Understanding.
4. THAT this Memorandum of Understanding (MOU) shall be effective from the date of signing.
5. THAT this By-Law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS 10th DAY OF NOVEMBER, 2026.

DRAFT

MAYOR

CAO/CLERK-TREASURER

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

I, Municipality of Papineau- Cameron, 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>	<i>Township, County, District, Region, Municipality. Include all that apply.</i> PAPINEAU-CAMERON ; DISTRICT OF NIPISSING
--	---

hereby gives the Mattawa & Area 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 November 10th 2026 to October 13th 2027.
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 OFSCIP 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:

Certain sections of municipal road allowances as identified to the attached maps highlighted in yellow. (schedule "A")

LANDOWNER/OCCUPIER

<i>Name</i> Municipality of PAPINEAU-CAMERON	<i>Email</i>
<i>Address</i> 4861 Hwy 17 , P.O. Box 630 , Mattawa , Ontario , P0H1V0	<i>Phone</i> 705-744-5610

DRAFT

LOCAL SNOWMOBILE CLUB

<i>Name - Club Contact</i> Tom Fortuna	<i>Phone</i> 519-221-3730	<i>Email</i> tomfortuna@hotmail.com
--	-------------------------------------	---

Landowner Signature: _____

Date: _____

Club Signature: _____

Date: OCT 13/26

Schedule A Attachments:

- ☒ sketch and/or
- ☒ map





