

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

I, Denis Turcot on behalf of the Corporation of the Municipality of St.Charles , 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> SEE ATTACHED LIST OF MUNICIPAL PROPERTIES AND ROADS	<i>Township, County, District, Region, Municipality. Include all that apply.</i> THE MUNICIPALITY OF ST. CHARLES, ONTARIO
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hereby gives the St. Charles Veuve River Snowmobile Club (SVRSC), 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 October 30, 2024 to April 30, 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> The Corporation of the Municipality of St. Charles CAO Denis Turcot	<i>Email</i> cao@stcharlesontario.ca
<i>Address</i> 2 King Street East PO Box 70 St. Charles, ON P0M 2W0	<i>Phone</i> 705-867-2032 x 206

**LOCAL SNOWMOBILE CLUB**

<i>Name - Club Contact</i> Moise Janveaux, President SVRSC	<i>Phone</i> 705-698-4488	<i>Email</i> Moise.lucille@gmail.com
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**Landowner Signature:** \_\_\_\_\_

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

**Club Signature:** 

**Date:** Oct. 30, 2024

- PIN: 734650422 (Arena and Municipal Garage Property)  
DESCRIPTION: PCL 1624 SEC SES; W 1/2 LT 10 CON 6 CASIMIR EXCEPT LT94625, LT459668, PT 1, 2, SR2013, PT 1, 53R4031, PT 4 TO 6, 53R17042; S/T PT 2 & 3, 53R17042 AS IN LT925061 & LT925059;  
TOWNSHIP OF CASIMIR, MUNICIPALITY OF ST.-CHARLES
- PIN: 734650243 (Community Centre Property)  
DESCRIPTION: PCL 33805 SEC SES; PT LT 10 CON 6 CASIMIR PT 2, SR2013;  
TOWNSHIP OF CASIMIR, MUNICIPALITY OF ST.-CHARLES
- PIN: 734650581 (Property Across from Municipal Garage)  
DESCRIPTION: PART LOT 11 CONCESSION 6, CASIMIR, PART 2 53R7849 EXCEPT PART 1 TO 6 53R10042, PART 1 - 3 53R10700 & PART 1, 53R20557  
TOWNSHIP OF CASIMIR, MUNICIPALITY OF ST.-CHARLES
- PIN: 734640115 (Coursol Road Property)  
DESCRIPTION: W 1/2 LT 3 CON 6  
TOWNSHIP OF JENNINGS, MUNICIPALITY OF ST.-CHARLES
- The following Roads and their associated Right of Way within the Municipality of St. Charles:

Bedard  
Casimir  
North Shore  
Coursol  
Carl