

THE CORPORATION OF THE COUNTY OF GREY

BY-LAW NO. 4673-10

**A BY-LAW TO PERMIT THE OPERATION OF ALL TERRAIN
VEHICLES ON CERTAIN SECTIONS OF GREY COUNTY ROADS 4, 12
AND 13 IN THE COUNTY OF GREY ANNUALLY FROM
MAY 1 TO NOVEMBER 30
(as amended by By-Law 4682-10, 4721-11 and 4770-12)**

WHEREAS the Council of the County of Grey adopted the recommendation of the Transportation and Public Safety Committee at its May 6, 2010 meeting approving the operation of All Terrain Vehicles on certain sections of Grey County Roads 4, 12 and 13 as specified in Schedule "A";

AND WHEREAS Section 8 of The *Municipal Act 2001*, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS section 191.8, Subsection (3) and (4) of the *Highway Traffic Act* R.S.O. 1990, Chapter H. 8, as amended, provides that a Council of a municipality may pass by-laws respecting off-road vehicles;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY ENACTS AS FOLLOWS:

1 In this By-Law:

- (a) "All terrain Vehicle" means an Off-Road Vehicle that:
 - (i) has four wheels, all of the tires of which are in contact with the ground,
 - (ii) has steering handlebars,
 - (iii) has a seat that is designed to be straddled by the driver,
 - (iv) has Low Pressure Bearing Tires, and
 - (v) is designed to carry a driver only and no passengers.
- (b) "Fine" means a fine imposed for violating a provision of this by-law in the amount as set out in Schedule "B" of this By-Law.
- (c) "Highway" means a common and public highway, street, road, avenue, laneway or bridge, which is actually being used by the general public for the passage of vehicles and is under the jurisdiction of the County of Grey and includes the area between the lateral property lines thereof.
- (d) "Low Pressure Bearing Tires" means a wide, balloon-type tire with a rounded cross section and no distinct shoulder area and that is designated to operate with inflation pressure of no greater than 70KPA (10psi)

(e) "Off-Road Vehicle" means an off-road vehicle with the meaning of the *Off-Road Vehicles Act*, R.S.O. 1990.

2. Subject to the other sections of this By-law, All-terrain Vehicles are permitted to be operated on the traveled portion, including the shoulder, of the Highways described in Schedule A. All-Terrain Vehicles shall not be permitted on any other Highway or part of a Highway.
3. An All-terrain Vehicle shall not be operated on any Highway unless it meets the equipment requirements of Section 7 to 15 of Ontario Regulations 316/03 and it is operated in accordance with Sections 16 to 24 of Ontario Regulations 316/03, S. 6.
4. No person shall drive an All-terrain Vehicle at a rate of speed exceeding the rate of speed determined by subtracting 30 kilometres per hour from the posted speed limit on the Highway.
5. No person shall operate an All-terrain Vehicle on any Highway between the hours of 9:30 p.m. and 7:00 a.m.
6. No person shall operate an All-terrain Vehicle on a Highway between November 30 and May 1 of each year except those being used for snow removal. All-terrain Vehicles being used for snow removal must be equipped with a plow and visible intermittent flashing amber light.
7. No person shall interfere or obstruct an officer carrying out his/her duties enforcing this By-law.
8. Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a Fine as provided for by the Provincial Offences Act, R.S. O. Chapter P.33.
9. The Warden and County Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, an Agreement between the Corporation of the County of Grey and the Dufferin Grey ATV Club regarding All-terrain Vehicles
10. The Agreement referred to in Clause 9 is attached hereto and forms and is a part of this By-law.
11. This By-law shall come into full force and effect upon the date of final passing thereof.

ENACTED AND PASSED this 6th day of July, 2010.

WARDEN: Arlene Wright

CLERK: Sharon Vokes

Schedule “A” to By-law 4673-10

(as amended by By-law 4770-12)

Grey County Roads Approved for All-Terrain Vehicles

Grey County Road	Section	Municipality
1	Bruce Caves Road to Oxenden	Georgian Bluffs
17	Highway 6 easterly 100 metres to the Georgian Bluffs Rail Trail entrance	Georgian Bluffs
4	West Back Line to 30 Sideroad	Grey Highlands
12	Sideroad 7A to Sideroad 10A	Grey Highlands
13	12 th Concession B to St. Arnaud Street	Grey Highlands

All-terrain vehicles are prohibited from all other Grey County roads not listed above.

**The Corporation of the County of Grey
By-Law 4673-10 as amended ATV Regulation
Set Fine Schedule
Part 1 Provincial Offences Act**

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 3 Set Fine
1	Operate All-terrain Vehicle on Highway Between November 30 and May 1	Section 6	\$110.00
2	Operate All-terrain Vehicle on Highway Between the Hours of 9:30 p.m. and 7:00 a.m.	Section 5	\$110.00
3	Operate All-terrain Vehicle on Municipal Roads that are Prohibited	Section 2	\$110.00
4	Operate improperly equipped All-terrain Vehicle	Section 3	\$110.00

The penalty provisions for the offences cited above is Section 8 of By-law Number 4673-10, as amended, a certified copy of which has been filed.

MEMORANDUM OF UNDERSTANDING

As a condition of the Corporation of the County of Grey (the “County”) permitting, the use of off-road vehicles on those parts of the highways under its jurisdiction described below:

_____ all as depicted on the attachment (the “Permitted Highways”) pursuant to By-law _____ passed under authority of section 191.8 of the *Highway Traffic Act*, the Dufferin Grey ATV Club Inc. (the “ATV Club”) agrees with the County as follows:

- I. The ATV Club shall cause a risk management assessment to be completed by qualified persons from the Ontario Federation of All Terrain Vehicles (“OFATV”) and the recommendations of the OFATV report shall be implemented by the ATV Club to the satisfaction of the County’s Transportation and Public Safety Committee (“TAPS”) prior to opening any part of the Permitted Highways for off-road vehicle use.
2. The ATV Club shall pay that proportion of the costs associated with the necessary repairs and upgrades to the shoulders of the Permitted Highways requested by TAPS to permit off-road vehicle use.
3. The ATV Club shall maintain that portion of the Permitted Highways that is exclusively used by off-road vehicles in good condition for that purpose; and undertakes to post appropriate signage; remove on an annual basis any litter caused by off-road vehicles and their riders; and repair or replace property damaged by off-road vehicles and their riders on that portion of Permitted Highways.
4. The ATV Club shall, as soon as possible, repair any damage caused by off-road vehicles to the Permitted Highways to the satisfaction of TAPS.
4. The ATV Club shall obtain and maintain third party liability insurance providing coverage to the satisfaction of the County for risks of injury to persons (including death) and damage to property as a result of use of the Permitted Highways for off-road vehicle traffic naming the County as an additional insured, providing liability coverage of limits of not less than \$5 million per incident.
5. Any claims arising directly or indirectly from the use of the Permitted Highways including claims alleging negligence on the part of the County, except where the County is found to be solely negligent will be the responsibility of the ATV Club. The ATV Club shall indemnify and save harmless the County, its agents, contractors, employees, servants, licensees, concessionaires or invitees from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever arising out of any injury to any person or persons (including death) and/or damage to property and/or equipment resulting from the use of the Permitted Highways by off-road vehicles. In the event the County is made a party to any litigation commenced by or against the ATV Club, the ATV Club shall defend and hold the County harmless from and shall pay all costs, expenses, and legal fees incurred. Such indemnification is in respect of all

liabilities, fines, suits, claims, demands, costs, and actions of any kind or nature whatsoever to which the County might otherwise be liable for in that regard except where the County is found to be solely negligent.

6. The ATV Club hereby releases the County from all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever with respect to the use and operation of Permitted Highways.

7. Each party hereto shall give the other thirty (30) days prior written notice to the address below of any proposed changes to or cancellation of this agreement at the address for service as follows:

The Corporation of the county of Grey, 595 9 Avenue East, Owen Sound, ON N4K 3E3

Dufferin Grey ATV Club Inc. _____.

Such notice shall be hand delivered or sent by prepaid registered mail and shall be deemed received when delivered or in the event sent by registered mail, five days subsequent to posting.

In witness whereof the parties have caused their duly authorized officers to sign this Memorandum of Understanding this _____ day of _____, 2010.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE COUNTY OF GREY

Per: _____ Warden

Per: _____ Clerk,

We have the authority to bind the Corporation.

DUFFERIN GREY ATV CLUB INC.

Per: _____,

Per: _____,

We have the authority to bind the Corporation.