

Amendment # 1: Dufferin Grey ATV Agreement

This Amending Agreement is effective this 9 day of May 24,

between:

The Corporation of the County of Grey
(referred to in this Agreement as the “County”),

-And-

Dufferin Grey ATV Club Inc.
(referred to in this Agreement as the “Club”)

-And-

Ontario Federation of All-Terrain Vehicle Clubs
(referred to in this Agreement as the “Sponsor”),

Whereas the County, Club, and Sponsor entered into the Dufferin Grey ATV Agreement effective April 15, 2021 (the ‘Principal Agreement’);

And Whereas the County, Club, and Sponsor have agreed to enter into an amending agreement to the Principal Agreement to permit additional use of the Harkaway Forest Tract on a temporary basis and the terms of the Principal Agreement as further described in this agreement;

Now Therefore in consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County, Club, and Sponsor agree as follows:

1.0 Amendments

1.1 The following wording in section 1.4 of the Principal Agreement:

“ATV and SxS Trail” means the portions of the County Trails where the County has granted permission for ATV and SxS use. Such portions shall be established, operated and maintained by the Club and will form part of the ATV and SxS trail system of the Club and the Sponsor, under this Agreement. On the CP Rail Trail, the ATV and SxS Trail will include the County Trail extending in a southerly direction from Grey Road 18 in the Municipality of Meaford to a point southeast of Dundalk on the north side of the boundary between Melancthon Township in Dufferin County and the Township of Southgate in Grey County, on Part of Lot 240, Concession 1 SWTSR, in the Geographic Township of Proton, and in the Harkaway Forest Tract, it includes the portion of

County Trail established on a former logging road as described and shown on Schedules “A” and “B” of this Agreement.

is deleted and replaced with the following wording:

“ATV and SxS Trail” means the portions of the County Trails where the County has granted permission for ATV and SxS use. Such portions shall be established, operated and maintained by the Club and will form part of the ATV and SxS trail system of the Club and the Sponsor, under this Agreement. On the CP Rail Trail, the ATV and SxS Trail will include the County Trail extending in a southerly direction from Grey Road 18 in the Municipality of Meaford to a point southeast of Dundalk on the north side of the boundary between Melancthon Township in Dufferin County and the Township of Southgate in Grey County, on Part of Lot 240, Concession 1 SWTSR, in the Geographic Township of Proton, and in the Harkaway Forest Tract, it includes the portion of County Trail established on a former logging road and the parking lot which was formerly used as a staging area as described and shown on Schedules “A” and “B” of this Agreement.

1.2 The title of Article 2.0 in the Principal Agreement shall be renamed as “Grant and Term”.

1.3 The following wording shall be added to Article 2.0 of the Principal Agreement as subsections 2.2, 2.3 and 2.4:

2.2 The County hereby grants the Club a non-exclusive right to use:

- a. those portions of the CP Rail Trail further described in Scheduled “A” hereto for the Term of this Agreement; and
- b. those portions of the Harkaway Forest Tract further described in Schedule “B” of this agreement;

for the purpose of establishing and operating an ATV and SxS Trail.

2.3 Notwithstanding section 2.2 b) above, the rights granted for the use of the parking area at the Harkaway Forest Tract are only for the 2024 Harkaway Season being May 21, 2024 to October 15, 2024.

2.4 Notwithstanding the rights granted through section 2.2 above, the County does not authorize the Sponsor or Club to allow any person(s) under the age of 16 to operate an ATV or SxS on the ATV and SxS Trail.

1.4 The following wording in section 3.5 of the Principal Agreement:

The Club shall be responsible for the placement, posting, maintenance and removal of ATV and SxS Trail signage on the County Trail. The Club shall be responsible for inspection and replacement of the ATV and SxS Trail signs, and

ensuring they are in good condition throughout the entire Term of this Agreement.

is deleted and replaced with the following wording:

The Club shall be responsible for the placement, posting, maintenance and removal of ATV and SxS Trail signage on the County Trail. The Club shall be responsible for inspection and replacement of the ATV and SxS Trail signs, and ensuring they are in good condition throughout the entire Term of this Agreement. The Club shall comply with OFATV Caution and Regulatory Signs as per Schedule "I" of this Agreement, including the designated maximum speed of 40 kilometres per hour for motorized vehicles on the rail trail. The Club shall notify the County of any missing or damaged OFATV Caution and Regulatory signage.

1.5 The following wording in section 3.28 of the Principal Agreement:

Grey County gives permission to the Club to use the area(s) identified on Schedule "A" for the purposes of placing a porta potty within the Area.

- a. The porta potty will only be permitted in this area during the CP Rail Trail Season.
- b. The cost of placement, maintenance and removal of the porta potty will be the sole responsibility of the Club.
- c. During the Covid-19 pandemic the Club shall maintain the porta potties to a standard recommended by the Grey Bruce Health Unit and shall provide the County with a copy of that written standard at the beginning of each Season throughout the pandemic.
 - i. The Club shall complete and maintain sufficient documentation to demonstrate that they are maintaining the porta potties at regular intervals. The Club shall provide a copy of such documentation to the County at the end of each Season throughout the pandemic.

is deleted and replaced with the following wording:

Grey County gives permission to the Club to use the area(s) identified on Schedule "A" and Schedule "B" for the purposes of placing a porta potty within the Area;

- a. The porta potty will only be permitted in the area identified on Schedule "A" during the CP Rail Trail Season.
- b. The porta potty will only be permitted in the area identified on Schedule "B" during the 2024 Harkaway Season being May 21, 2024 to October 15, 2024.

- c. The cost of placement, maintenance and removal of the porta potty will be the sole responsibility of the Club.
- d. The Club shall maintain the porta potties to a standard recommended by the Grey Bruce Health Unit.
 - i. The Club shall complete and maintain sufficient documentation to demonstrate that they are maintaining the porta potties at regular intervals. The Club shall provide a copy of such documentation to the County at the end of each Season.

1.6 The following wording is added as section 3.31 of the Principal Agreement:

3.31 The Club understands that the CP Rail Trail is a multi-use trail which allows access for use by the public for recreational purposes such as hiking, biking, equestrian, ATVing, Off-Road Motorcycling, and snowmobiling. Furthermore, the Club understands that the Dufferin Rooftop Recreational Riders Association and Ontario Federation of Trail Riders has an agreement with the County which requires similar responsibilities as are set out in this Agreement. The Club acknowledges and agrees that it shall work in a spirit of collaboration with all users of the County Trails to ensure the safe and responsible enjoyment of the County Trails by its users.

1.7 The following wording is added as Section 3.32 of the Principal Agreement:

3.32 The Club acknowledges and agrees that notwithstanding any rights set out in the Off-Road Vehicles Act, the Club shall not permit any person(s) under the age of 16 to operate an ATV or SxS on the ATV and SxS Trail.

1.8 The following wording is added as Section 3.33 of the Principal Agreement:

3.33 The Club and its members shall not bring anything onto the ATV and SxS Trail which contains or constitutes an "Environmental Contaminant", i.e. any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause an adverse effect to health, safety, property, or the environment. In spite of this condition, should the Club or its members bring such onto the ATV and SxS Trail, the Club shall be responsible to repair all damages, injuries, losses sustained to the ATV and SxS Trail, property, or persons by reason of bringing such Environmental Contaminant(s) onto the ATV and SxS Trail.

1.9 The following wording is added as Section 4.3 of the Principal Agreement:

4.3 The Sponsor acknowledges and agrees that notwithstanding any rights set out in the Off-Road Vehicles Act, the Sponsor shall not permit any person(s) under the age of 16 to operate an ATV or SxS on the ATV and SxS Trail.

1.10 The following wording is added as Section 8.3 of the Principal Agreement:

8.3 Without limiting any other clause in this Agreement, the Club and Sponsor specifically covenants that the County shall not be responsible for any theft, damage, loss, or injury whatsoever which may be caused to any person, property, or vehicle or contents thereof related to the Club and/or Sponsor, its servants, employees, agents, invitees, licensees, clients, guests, members or volunteers while any such person, property, or vehicle is on the ATV and SxS Trail, including without limitation the porta potty or the parking lot, which are being used at the Club and Sponsor's sole risk and that the County shall not be responsible for any theft, damage, loss, or injury to any such person, property or vehicle, accessories or equipment, or to any goods, merchandise, effects, or contents, nor for damage or destructions by fire in whole or in part howsoever caused.

1.11 The following wording in section 22.1 of the Principal Agreement:

A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

is deleted and replaced with the following wording:

A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator.

1.12 Section 22.2 in the Principal Agreement is deleted:

The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

1.13 Schedule "B" from the Principal Agreement is deleted and replaced with the updated Schedule "B" attached to this amending agreement.

1.14 Schedule "C" from the Principal Agreement is deleted and replaced with the updated Schedule "C" attached to this amending agreement.

2.0 Remaining Terms

- 2.1 All remaining terms of the Principal Agreement remain unchanged and in full force unless changed by written amendment.

3.0 Counterparts

- 3.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form.

The County, Club, and Sponsor intending to be legally bound, have executed this Amending Agreement on the date first written above.

The Corporation of the County of Grey



Warden: Brian Milne

May 13, 2024

Date



[Tara Warder \(May 13, 2024 10:29 EDT\)](#)

Clerk: Tara Warder

May 13, 2024

Date

We have the authority to bind the County.

The Dufferin Grey ATV Club



[Dave Ernest \(May 9, 2024 17:29 EDT\)](#)

President: Dave Ernest

May 9, 2024

Date



[Danny Liedtke \(May 11, 2024 09:08 EDT\)](#)

Vice President: May 11, 2024

May 11, 2024

Date

The Ontario Federation of All Terrain Vehicles



[Dave Ernest \(May 9, 2024 17:29 EDT\)](#)

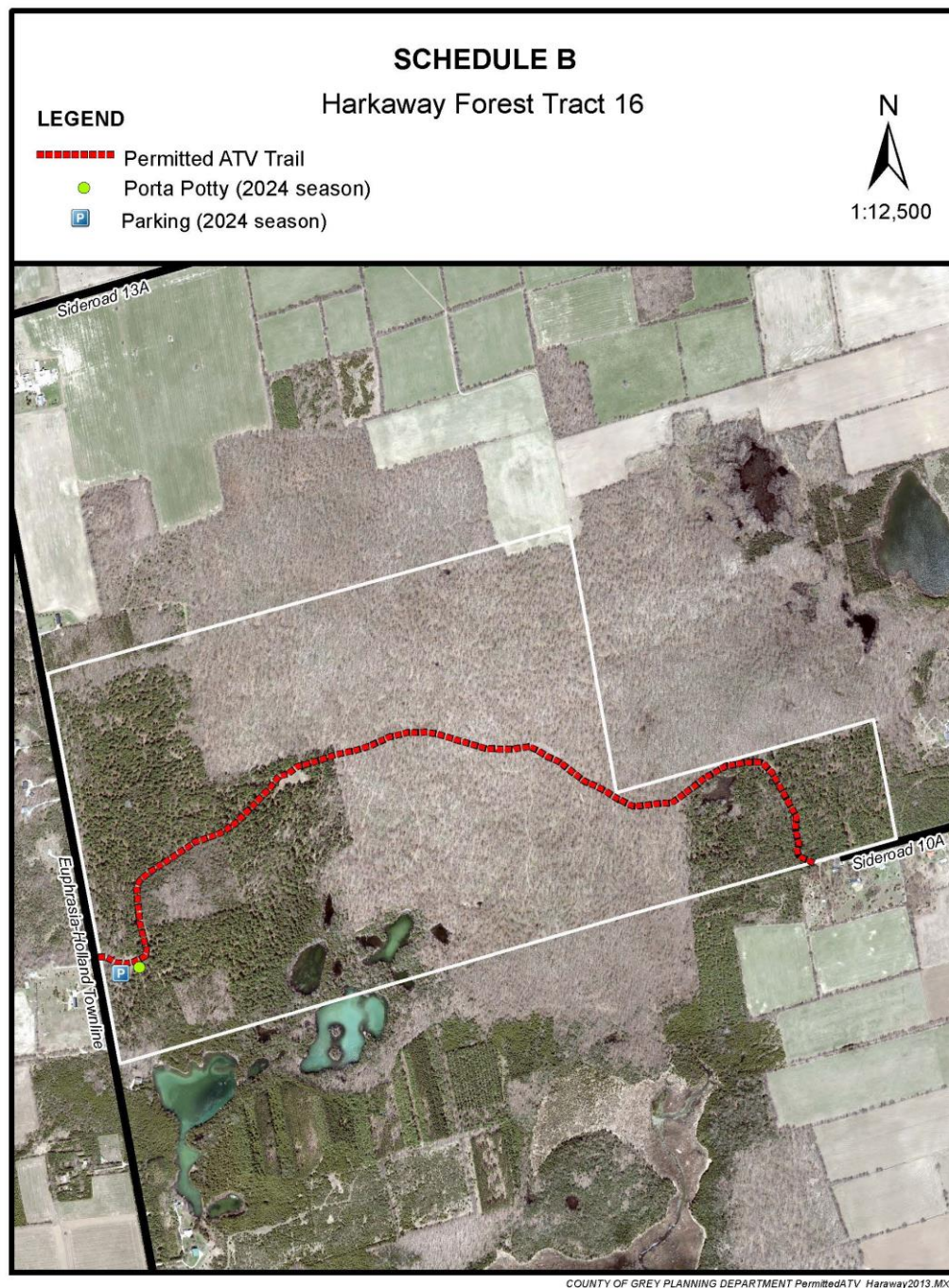
District Director: Dave Ernest

May 9, 2024

Date

Schedule “B” Description of the Club’s desired location for the ATV and SxS Trail on the portion of the “County Trail” known as the Harkaway Forest Tract

The County Forest Tract known as Tract 16 - Harkaway, legally described as Lot 10 Concession 12, Part of Lot 10 Concession 11 and Part of Lot 11 Concession 12 as in R53541 in the geographical Township of Euphrasia, in the Municipality of Grey Highlands in Grey County, as depicted on the map below.



Schedule "C" Operational and Emergency Contacts

Emergency Contacts

During Office Hours (8:30 a.m. – 4:30 p.m.), Grey County: 519-376-2205
Outside of Office Hours, Grey County Answering Service: 519-720-4828

Primary County Operational & Emergency Contact:

Sarah Johnson
595 9th Ave East Owen Sound ON N4K 3E3
548-877-0720
sarah.johnson@grey.ca

Alternate County Operational & Emergency Contact:

Scott Taylor
595 9th Ave East Owen Sound ON N4K 3E3
548-877-0856
scott.taylor@grey.ca

Dufferin Rooftop Recreational Riders Association Emergency Contact

Arthur Ash
708281 County Rd. 21 Mulmur ON L9V 0X3
519-942-5392
arthurash@rogers.com

Ontario Federation of Trail Riders Contact

Lisa Thompson
201-3000 Steeles Ave E Markham ON L3R 4T9
705-466-2757
lisa.thompson@oftr.ca

Dufferin Grey ATV Club Emergency Contact's

Dave Ernest
283021 Southgate-Glenelg Townline, RR.3, Durham, ON N0G 1R0
519-374-7907
davedee2006@hotmail.com