

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	January 25, 2021
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	New Business – Memorandum of Agreement Peace Valley Snow Riders Club/Village of Hines Creek
File:	0508

BACKGROUND/PROPOSAL:

Memorandum of Agreement
between
Peace Valley Snow Riders Club
and
Village of Hines Creek

Whereas the parties hereto desire to provide, operate and maintain a public snowmobile trail, herein called the Hines Creek Snowmobile Trail which enters the Village of Hines Creek from Clear Hills County.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

No changes have been proposed by the Snowmobile Club.
Only changes made to the attached Agreement is the date of signing. This agreement will come into force and effect upon the signing thereof by both Parties and will remain in effect until termination.

COSTS/SOURCE OF FUNDING (if applicable)

Costs associated with this agreement for the Village remains the same
3.0 Permitted Usage for Village of Hines Creek

RECOMMENDED ACTION:

That Council enter into a three (3) year term of Agreement with the Peace Valley Snow Riders Club to operate and maintain a public snowmobile trail, herein called the Hines Creek Snowmobile Trail ending January 25, 2024.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>LW</i>
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MEMORANDUM OF AGREEMENT

BEWTEEN: **PEACE VALLEY SNOW RIDERS CLUB**
 8333-101 Avenue
 Peace River, Alberta
 T8S 1N3

OF THE FIRST PART

And

VILLAGE OF HINES CREEK
Box 421
Hines Creek, Alberta
T0H 2A0

OF THE SECOND PART

WHEREAS: the parties hereto desire to provide, operate and maintain a public snowmobile trail, herein called the Hines Creek Snowmobile Trail which enters the Village of Hines Creek from Clear Hills County.

THEREFORE, the parties hereto agree as follows:

1.0 DEFINITIONS AND INTERPRETIONS IN THE AGREEMENT

- 1.1.1. **AEP** – shall mean Alberta Environment Protection
- 1.1.2. **ALBERTA RECREATION CORRIDOR & TRAIL CLASSIFICATION B2 (s)** – means a semi developed (5 meter width and groomed occasionally) trail.
- 1.1.3. **DISTURBANCE** – means the interruption of the peace, quiet and good order of a neighborhood or community, including but not limited to unnecessary and distracting noises
- 1.1.4. **MEMBER** – shall mean a paid member of the Peace Valley Snow Riders Club
- 1.1.5. **NOISE** – shall mean any sound which either annoys or disturbs Persons, or which injures, endangers or detracts from the comfort, repose, health, peace or safety of Persons within the boundaries of Hines Creek.
- 1.1.6. **PEACE OFFICER** shall mean a member of the Royal Canadian Mounted Police (RCMP)
- 1.1.7. **PEACE VALLEY SNOW RIDERS ASSOCIATION** – shall mean the Association requesting consent to have their trail share the footprint on Village of Hines Creek lands for the purpose of recreational snowmobiling and activities related to development and maintenance of the trail.
- 1.1.8. **QUIET** – shall mean hours between 10:00 pm and 7:00 am on any day.
- 1.1.9 **VILLAGE** – shall mean the Village of Hines Creek.
- 1.2.0.. **SPECIAL EVENT** – shall mean an event that does not normally occur within the Village and, as such, may require special permits and/or authorization to lawfully take place pursuant to this agreement..

1.2.1. **STAGING AREA** – shall mean Lot 1, Plan 4829 NY, owned by the Village of Hines Creek.

2.0. PERMITTED USAGE OF THE STAGING AREA AND SEMI-DEVELOPED (5 METRE WIDTH AND GROOMED OCCASIONALLY) TRAIL FOR THE PEACE VALLEY SNOW RIDERS CLUB:

2.1. The Association will use this shared footprint in a responsible manner in conjunction with the remainder of the trail, including but not limited to the following:

- 2.1.1. Developing and maintaining the trail to applicable standards to provide for a safe snowmobiling experience.
- 2.1.2. Identifying and flagging any potential hazards that may negatively impact the use of the trail for safe snowmobiling.
- 2.1.3. Encouraging responsible use of the trail by Members and compliance in regards to speed, zero alcohol use and respect for wild life and environment.
- 2.1.4. Annual cleanup of garbage and debris that should accumulate as a result of the use of the trail.
- 2.1.5. Adhering to and or correcting all issues identified by the Village requirements or standards of operation, particularly those required by Alberta Environment Protection (AEP).

3.0 PERMITTED USAGE FOR VILLAGE OF HINES CREEK

3.1. The Village shall have the right to access the area of the shared footprint at any time and, except in emergency situations, will notify the Association at least two (2) days in advance, such notification will include advising:

- 3.1.1. The duration of the access required by the Village and/or other users that have been granted access by the Village.
- 3.1.2. Whether or not the access is expected to impact the condition of the trail or access by Members, and in particular if such access will require the trail to be closed until necessary repairs to the trail can be carried out.
- 3.1.3. The Village will not be required to provide advance notice in emergency situations but is requested to notify the Association as soon as reasonably possible.

4.0. ANNUAL PERIOD OF USE

4.1. The shared footprint covered by this agreement allows the Association and Members winter access to the Hines Creek Trail for the period of October 15th to April 30th each year.

5.0. LIABILITY AND INDEMNITY

5.1. The Association shall be liable for and shall fully, finally and absolutely indemnify and hold harmless the Village, its directors, officers, employees and agents from and against any and all claims, losses, damages, expenses, demands actions and costs whatsoever incurred, suffered or sustained either directly or indirectly by the Village or its representative which otherwise directly or indirectly result.

5.2. From any noncompliance, default or breach or this consent including without limitation the Association arrangement with AEP, the Village disposition requirements and any applicable laws.

6.0. PUBLIC LIABILITY INSURANCE

6.1. The Association agrees to carry public liability insurance on the Lands during the term and extension, covering both parties and its officers, directors, and employees, as additional insureds on the policy with terms satisfactory to the Village, for limits of not less than \$5,000,000. (five million) for bodily injury, including death resulting therefrom, and personal injury for any one occurrence and \$5,000,000 property damage insurance or a combined single limit in the amount of \$5,000,000. The Association will include contractual liability coverage recognizing this agreement, products and/or completed operations liability and providing that the Village and the Association shall be given a minimum of 30 days written notice by the insurance company prior to cancellation, termination, or any change in such insurance.

6.2. Equipment insurance on all equipment owned, leased or donated in the name of the Association.

7.0. EVIDENCE OF INSURANCE

7.1. The Association will provide the Village with evidence of all required insurance to be taken out in the form of a detailed certificate of insurance supported by certified copy(s) of the policy (s). The certificate of insurance must identify this agreement.

8.0. CONFLICTS

8.1. If during the term of this agreement there is disagreement between the parties where resolution cannot be reached after the best efforts of both parties to do so, legal proceedings are to be avoided by referring the issue to arbitration. The contacts for each of the parties are to mutually agree to an arbitrator, either professional or knowledgeable in regards to the issue, whose decision will be binding.

9.0 IRREPAIRABLE DAMAGE

9.1. If the trail surface becomes damaged to the extent that it is deemed irreparable or not cost effective to repair the Village Representative and the Association Representative will determine a mutually agreeable alternate.

10.0. GENERAL CONDITIONS

10.1. This Agreement will remain in force for the term of 3 years from the date of signing.

10.2. This Agreement may be amended by mutual consent of the Parties hereto.

10.3. This Agreement may be terminated by either Party to the Agreement giving one (1) months notice in writing to the other of this intention to terminate the Agreement. This Agreement will termite one (1) month after giving notice of intention to terminate.

11.0. NOTICES

11.1. All notices required hereunder can be provided in writing via mail, email or personal delivery except for access notification which can also be via telephone.

11.2. Following is the contact information for each of the parties.

PEACE VALLEY SNOW RIDERS ASSOCIATION

C/O Tim Lagace
8333-101 Avenue
Peace River, Alberta
T8S 1N3

And

VILLAGE OF HINES CREEK

C/O Leanne Walmsley
Box 421
Hines Creek, Alberta
TOH 2A0

12.0. This Agreement will come into force and effect upon the signing thereof by both Parties and will remain in effect until termination.

IN WITNESS THEREOF the parties hereto have affixed their hands and/or corporate seals this _____ day of _____, 2021.

PEACE VALLEY SNOW RIDERS CLUB

VILLAGE OF HINES CREEK

Hazel Reintjes, Mayor

Leanne Walmsley,
Chief Administrative Officer

PEACE VALLEY SNOW RIDERS

SKETCH PLAN SHOWING LOCATION OF HINES CREEK PROPOSED TRAIL VILLAGE OF HINES CREEK / CLEAR HILLS COUNTY



LANDOWNER(S):

N.W. 1/4 Sec. 5 Twp. 84 Rge. 4 W. 6M.
C. of T.: 102 042 972

I/We the landowner(s), consent to the location of the proposed trail as shown.

Lot 3, Plan 792 0831
C. of T.: 792 068 192

I/We the landowner(s), consent to the location of the proposed trail as shown.

OWNER

DATE

OWNER

DATE

