

SIMCOE COUNTY FOREST PROPERTY USE AGREEMENT POLICY

1. GENERAL

The County of Simcoe recognizes that the Simcoe County Forest (SCF) is a desirable location for certain community events and activities. Section 5.10 of the County Forest Recreation Policy states 'Organized events are not permitted without a valid Use Agreement in effect. This includes any activity which is advertised or if participants are charged an entry fee, but does not include organized hikes or nature walks.' A valid Agreement is also required for designating, marking, constructing or maintaining trails.

The *Municipal Act, 2001*, S.O. 2001, c.25, ("*Municipal Act, 2001*") and the Memorandum of Understanding between the Ministry of Natural Resources and the Corporation of the County of Simcoe authorizes The Corporation of the County of Simcoe ("County") to enter into agreements for the use of County lands known as the Simcoe County Forests.

The uses permitted within the County Forests and any conditions which may apply are specified within the County's Forest Recreation Policy.

County Council has delegated authority to negotiate these agreements to the County Forester, provided the proposed use is permitted within the Recreation Policy. The County Forester is authorized to present the Use Agreement as executed by the User to the County Clerk and Warden for execution.

In the event the County Forester is absent or unable to carry out his/her duties all authority granted may be carried out by the General Manager, Engineering, Planning & Environment.

Property Use Agreements are required for events and/or the establishment of trails, access roads or other infrastructure to regulate the uses of County property, clearly establish the responsibilities of the User and ensure adequate liability coverage for the County.

2. CRITERIA

Prior to entering into a proposed Property Use Agreement the County Forester will consider:

- The potential for adverse environmental impacts;
- impact to any other forest users' safety and enjoyment of the SCF;
- compatibility with forestry operations;
- the applicant's demonstrated competency in running similar events within the SCF and other venues in the past;
- the proposed activity's compliance with the Recreation Policy.

3. USER RESPONSIBILITIES

As a condition of being granted use of the County's property, the User is responsible for all preparation and maintenance required as a result of the activity. The User is required to pay all costs for preparing, administering and enforcing the Property Use Agreement. This is required to ensure that the person or entity that benefits from the use pays the expenses related to the use.

Prior to all proposed Events the User is responsible to:

- Fully and competently complete an application form as provided by the County including the provision of digital mapping for any proposed routes within the SCF;
- Ensure that all trails and access roads are in good repair;
- Install signage on all trails and/or bridges and any other signage requested by the County. Signs must not be installed on trees;
- Notify local municipal authorities as necessary and obtain any necessary permits;
- Notify and/or coordinate any necessary emergency services or security;
- Install portable washrooms or other infrastructure as required;

Upon completion of the Event the User is responsible to:

- Ensure that no garbage or refuse is left on site and is disposed of properly;
- Remove and properly dispose of all temporary signage or trail markings;
- Restore the lands to a state which, in the opinion of the County Forester, is as good as or better than the original condition prior to the Event.

4. LIMITATIONS

All Users must accept that forestry operations take priority over recreational activities, notwithstanding executed Use Agreements. County staff will attempt to keep Users apprised of forestry operations through the County's website under the Forestry Section or through direct communication, however it is the responsibility of Users to contact the County Forester to obtain up-to-date information on forestry operations to reduce conflicts.

The User is prohibited from cutting any trees over 10 cm in diameter at breast height without the prior written approval of the County Forester or his designate. Any cutting or other damage that in the opinion of the County Forester has been caused by the User or its members without approval shall be rectified at the User's expense and may result in the termination of the Agreement.

Property Use Agreements are for non-exclusive use only. All trails and/or bridges on the property must remain open to the public for other permitted uses.

Commercial Events shall not be permitted on trails currently designated under an existing Agreement except where permission has been granted by the existing User.

5. DURATION

In order to protect the County, ensure safety, and reduce the potential for disturbance to the public, all Events are limited to the following times:

- April – August: 7:00 am to 7:00 pm Eastern time
- September – November: 8:00 am to 5:00 pm Eastern time
- December – March: to be handled on a case-by-case basis

6. FEES

In addition to entering into the Property Use Agreement the applicant will normally be required to pay a fee. Fees are reviewed annually however are subject to change without prior notice. Fees will vary with the length of use and the type of entity applying:

- If the User is not a manufacturing business or other industrial or commercial entity to which section 106 of the *Municipal Act, 2001* applies the fee that is required is nominal and only meant to recover the direct expense for administering this policy.
- If the User is a not-for-profit entity and no fee is charged to the public for the event in question, the administrative fee can be waived by the County Forester.
- If the entity is a manufacturing business or other industrial or commercial entity to which section 106 applies, the County is obligated to seek an independent assessment of the value of the use to ensure that fair market value is obtained for the use of County property. An appraisal has been obtained by the County establishing the fees for uses based upon the number of days the property will be used. Additional fees may also be levied to recoup staff time and expenses necessary to ensure compliance with the Use Agreement. Established fees may be revised from time to time.

7. INSURANCE

The User shall obtain liability insurance in the amount of \$5,000,000.00* showing the Corporation of the County of Simcoe as an additional insured and including a provision for cross liability for insurance against all damages or claims for damages or liability, except where an exception is agreed to by the County. The User may also be required to add other parties as an additional insured where potential liability exists.

***\$2M may be adequate liability insurance for certain agreements such as non-motorized trails and there may be circumstances where low risk non-profit events have insurance requirements waived.**

8. MONITORING / CONTRAVENTIONS

The County Clerk's Department shall be responsible for receiving complaints and/ or concerns related to this policy. Upon receipt of a complaint and /or concern, the County Clerk's department shall notify:

- In the case of County staff, the County Forester
- In the case of County Council, the Warden as Head of Council

9. POLICY REVIEW

This policy shall be reviewed by the Clerk's department a minimum of once per Council term to ensure its effectiveness and compliance with process and legislation.