

# **NBATVF – NBFSC**

## **Joint Use Trail Memorandum of Understanding**

**December 2019**

**Between: THE NEW BRUNSWICK FEDERATION OF SNOWMOBILE CLUBS INC.**

**And: THE NEW BRUNSWICK ALL-TERRAIN VEHICLE FEDERATION INC.**

Whereas the New Brunswick Federation of Snowmobile Clubs (hereinafter referred to as the NBFSC) is a non-profit corporation whose goal is to serve member clubs and to attend to the promotion and development of snowmobiling as a recreation and winter tourism sport in New Brunswick. and

Whereas the New Brunswick All-Terrain Vehicle Federation (hereinafter referred to as the NBATVF) is a non-profit corporation whose goal is to represent and serve member clubs in the promotion and development of all-terrain vehicle recreation and tourism sport in New Brunswick. and

Whereas the NBFSC and the NBATVF undertake to assure that their respective member clubs are made aware of and honor the terms and conditions set forth in this agreement. and

Whereas the NBFSC and NBATVF and their respective member clubs are responsible for the development, maintenance, grooming and signage of their respective trail networks. and

Whereas the NBFSC and the NBATVF and their respective member clubs are governed by the general regulations adopted by their respective federations, such regulations having been adopted to foster safer practices as the members of each federation participate in their respective activities. and

Whereas the NBFSC and the NBATVF acknowledge that snowmobiles and ATV's must not use the same trails except as noted below. and

Whereas the NBFSC and the NBATVF recognize that, under certain circumstances, it may be necessary to permit joint use of certain limited sections of trail approved jointly by NBFSC and NBATVF. and

Whereas the NBFSC and the NBATVF recognize that they do not necessarily own the lands upon which they have trails, and that any use of trails by one or both parties is subject to the approval of the landowner(s).

Now therefore, in consideration of the covenants and conditions hereafter set out, the parties hereto hereby agree as follows:



**NBATVF – NBFSC  
Joint Use Trail Memorandum of Understanding  
December 2019**

**1. Joint Use of Trails**

- 1.1 The NBFSC and the NBATVF recognize that each organization and its respective member clubs has exclusive jurisdiction over its own network of trails for use by its own member clubs.
- 1.2 However the NBFSC and the NBATVF agree to consider the joint use of certain limited quantitative sections of trail under the jurisdiction of one or the other party.
- 1.3 The joint use of a trail will be allowed only in the situations described in Sections 2 through 5 and must be the subject of a resolution adopted in advance by the Joint Use Committee (see Section 9).
- 1.4 Thus, the joint use of a certain limited section of trail presently under the exclusive jurisdiction of one or the other of the parties is permitted in the following situations.
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**2. Road Crossings**

- 2.1 When a trail under the jurisdiction of one or the other of the parties crosses a road, joint use of that limited section of trail must be approved by the joint use trail committee.
- 2.2 In all cases where joint use of a trail is provided for in the present subsection, such joint use must not exceed 200 meters on either side of the road crossing except with consent of the joint use trails committee.
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**3. Bridge Crossings**

- 3.1 When a trail under the jurisdiction of one or the other of the parties crosses a bridge any joint use of that section of trail including the bridge requires the approval of the joint use trails committee.
- 3.2 Such joint use of a bridge cannot be affected without the prior consent of the owner of the bridge and the owner of the land on which it has been built.
- 3.3 Any costs incurred toward the construction and maintenance costs of the bridge shall be shared (50% - 50%) between the two Clubs / owners of the bridge.
- 3.4 In all cases where joint use of a trail is provided for in the present sub section, such joint use must not exceed 200 meters on either side of the bridge except with the consent of the joint use trails committee.
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**NBATVF – NBFSC****Joint Use Trail Memorandum of Understanding****December 2019****4. Railway Crossing**

4.1 When a trail under the jurisdiction of one or the other of the parties crosses a railway, joint use of that limited section of trail must be approved by the joint use trail committee.

4.2 In all cases where joint use of a trail is provided for in the present sub section, such joint use must not exceed 200 meters on either side of the railway crossing except with the consent of the joint use trails committee.

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**5. Access to Services**

5.1 There may be joint use of a trail under the jurisdiction of one or the other of the parties to enable the requesting party access to certain essential services such as food, lodging, fuel and repair shops.

5.2 In such cases, joint use must be pre-authorized by the joint use trails committee involved in accordance with the application stipulated by them.

5.3 In all cases where joint use of a trail is provided for in the present sub-section, such joint use must not exceed 500 meters except with the consent of the joint use trails committee.

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**6. Grooming / Plowing**

6.1 Whereas the NBFSC currently has a managed trail desired to be joint use by NBATVF, no plowing is permitted on these declared joint use sections, the NBATVF club will adopt the same method of grooming (if NBATVF club has grooming equipment) as the NBFSC club.

6.2 Whereas the NBATVF currently has a managed trail desired to be joint use by NBFSC, the NBFSC club will adopt the method of grooming/plowing currently in place by the local NBATVF club.

6.3 Any non-authorized plowing of a groomed trail will result in immediate suspension of joint use trail section.

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## **7. Trail Signage**

7.1 The parties agree that proper signage placement as per the Board of Directors approved signage placement guidelines must be installed by the applicant prior to the opening of a joint use trail segment. (Appendix 1 – to be developed)

7.2 The parties agree that photographs as proof of completion on signage installation must be sent to the joint use trails committee before it can be declared open.

7.3 All decisions relating to the nature of and the location of signage shall be made by the Joint Use Trails Committee.

7.4 The parties agree that the overall cost of all required signage as per Appendix 1 for this segment is the complete (100%) responsibility of the applicant.

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## **8. Landowner Approval**

8.1 The parties agree that all approvals for a joint use segment under this agreement are subject to the overriding agreement of the landowner (s) on whose land the trails are upon.

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## **9. Joint Use Trails Committee**

9.1 The parties agree to create a *Joint Use Trails Committee* which will oversee the application process of this MOU.

9.2 The Joint Use Trails Committee will consist of four (4) persons, 2 appointed by each party. A quorum will consist of 2 representatives from each party.

9.3 The Joint Use Trails Committee will assess each request separately for the joint use application made by a member club which will include the circumstances covered in clause 8. *Landowner Approval* taking into account current laws and regulations under the Off-Road Vehicle Act.

9.4 The Joint Use Trails Committee will decide on each request submitted, and in the event it is accepted, will determine any and all conditions to meet pertaining to the joint use trail segment.

9.5 The resolutions of the Joint Use Trails Committee must be carried out by a simple majority. Each party is entitled to no more votes than the other party has representatives at each meeting.

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**9. Joint Use Trails Committee / Cont'd**

9.6 In the Case of a tie in the votes cast, the resolution will be defeated.

9.7 The agreement, as well as resolutions adopted by the Joint use Trails Committee, has a precedence over all other previous agreements linking the parties or their respective member clubs.

9.8 Any agreement allowing for the joint use of a trail segment that has not been subject to approval by a resolution of the Joint Use Trails Committee will be null and void.

9.9 Any arrangement made by the Joint Use Trails Committee shall be binding upon NBFSC and NBATVF.

9.10 All previous agreements made between the two Federations shall become null and void but shall be reviewed individually by the Joint Use Trails Committee and may be renewed upon approval by the said Committee.

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**10. Right of Appeal**

10.1 Notwithstanding the clauses of Section 9 pertaining to decisions of the Joint Use Trails Committee, and subject to no existing overriding agreement of the landowner as noted in Section 8, in the event an application is denied in whole or in part, the Applicant shall have the right to appeal for a review of such denial in accordance with the appeal process as laid out in (Appendix 2 - to be developed) of this MOU.

**11. Amendment**

11.1 No amendment shall be made to this MOU without the unanimous consent of the Joint Use Trails Committee.

**12. Additional Documents**

12.1 The parties hereto agree and will execute any and all additional documents and take all further actions that may be necessary to effectuate the intent and purpose of this MOU.

**13. Complete Arrangement**

13.1 This MOU contains the full and complete understanding of the parties hereto with reference to the subject matter hereof and supersedes all prior agreements or arrangements and understandings whether written or oral.

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**NBATVF – NBFSC  
Joint Use Trail Arrangement  
October 2019**

**14. Review**

*R.D.  
SN  
MOU*

*R.D.  
SN  
MOU*

14.1 The parties to the Arrangement acknowledge that the terms of the Arrangement have been reviewed by their staff and professional advisors.

**15. Amendment**

15.1 This Arrangement may not be altered or amended except by a written amendment duly executed by both of the parties.

**16. Termination**

*R.D.  
SN  
MOU*

16.1 If either party wishes to terminate the Arrangement, or any portion thereof, they may do so by providing 90 days written notice served on the other party but all previous arrangements shall not be effected and the Notice of Termination shall remain in place.

**17. Beneficiaries**


17.1 The agreement binds the parties and their legal representatives, successors and beneficiaries to the agreement.

**18. Applicable Laws**

18.1 This agreement is regulated by and will be interpreted according to the current laws of the province of New-Brunswick.

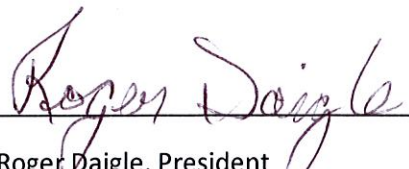
SIGNED at Fredericton, NB this 17 day of JAN, 2019

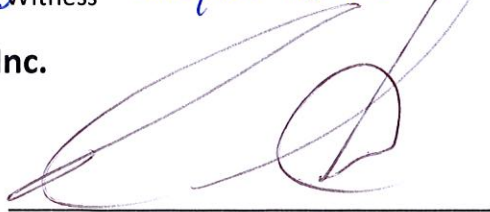
**New Brunswick Federation of Snowmobile Clubs Inc.**

  
\_\_\_\_\_  
Scott Ralston, President

  
\_\_\_\_\_  
Witness Jacques Poirier

**New Brunswick All Terrain Vehicle Federation Inc.**

  
\_\_\_\_\_  
Roger Daigle, President

  
\_\_\_\_\_  
Witness Ross Antworth

# Joint Use Trail Application Procedure

Anyone wishing to establish or modify a joint use snowmobile or ATV trail may do so **only** under the approval of the Joint Use Trail Committee. Obtaining approval consists of an application and review process. To expedite this process, please make sure that all application procedures have been followed and all required information has been provided.

Each application will require justification by the applicant. Joint use will not be approved where other viable options exist. It is the applicant's responsibility to research every option and provide detailed reasons for exclusion.

## **Pre-Application**

- Support from the local Club having jurisdiction over the trail section to be applied for
- Support from the landowner having jurisdiction over the trail section to be applied for
- Clarify whether any opportunity for separate parallel trails might exist rather than joint use
- Gather appropriate trail information (PID, Existing trail number, proposed length, etc)

Each application should have the full support of both the local controlling Club and the landowner whenever possible. Failure to provide documented support may have adverse effect on the Committee review and decision process.

Precise location information of the trail segment is required. Please provide a GPS track, GPS coordinates (begin and end points) or GIS file (shape, kml, etc) if possible. Contact your Federation for assistance if needed.

## **Application**

Fill out the application document in its entirety. Please provide as much information as possible when asked for comments or explanation. The more detail included, the better the review process will be.

Refer to the **NBATVF-NBFSC Joint Use Trail Memorandum of Understanding** for specific information relating to maintenance, signage and grooming requirements.

**Post-Application Internal Review**

Each application will be reviewed internally by the applying Federation for accuracy and completeness. If the application meets all requirements, it will be forwarded to the controlling Federation for review. The applicant may be asked to provide further clarification or the application may be assigned to the Joint Use Trail Committee for review and process.

**Joint Use Trail Committee Review**

The Committee will review each application based on its individual merits. In some circumstances, additional information may be requested or outside resources may be contacted for input.

The applicant will be advised as to any Committee decision as a result of the review process as well as an explanation to support the findings of the review.

An application may be

- Tabled pending additional review
- Rejected (in whole or in part)
- Approved (in whole or in part)

**Tabled Pending Review**

While all efforts will be made to acquire all pertinent information and input, it may be necessary to table an application until additional information or input becomes available. The review will continue as soon as reasonably possible once the committee is satisfied as to the completeness of the application.

**Application Rejected**

In the case where an application is rejected by the Committee, the applicant may appeal the decision as per article 10 of the memorandum of understanding.

**Application Approved**

In the case where an application is approved in whole or in part by the Committee, the applicant will be notified of any conditions of approval that may apply. All approvals are subject to proper notification procedures for both Federations as well as required signage to be installed previous to any joint use.

## **NBFSC-NBATVF Joint Use Trail Application**

Anyone wishing to establish or modify a joint use trail, snowmobile or ATV may do so **only** under the approval of the Joint use Trails Committee. In order to expedite the process, the following information would be helpful and should be submitted to the Joint use Trail Committee through the provincial snowmobile or ATV federation trail manager.

### **APPLICANT**

**Club Name:**

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**Club Address:**

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**Contact Name:**

**Best Contact No.**

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**Email:**

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### **INTENDED USE**

New trail application

Modification to existing trail

Joint use

Separate Parallel

**Justify why trail is being proposed?**

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## LOCATION

PID no: \_\_\_\_\_

ATV / Snowmobile trail #: \_\_\_\_\_

Estimated trail section length (meters): \_\_\_\_\_

Zone / Region: \_\_\_\_\_

**\*SHAPEFILE OF PROPOSED SECTION OF TRAIL MUST BE PROVIDED\***

## APPLICATION DETAILS

1. Does your club own a groomer?
  - a. Yes
  - b. No
  - c. Other: \_\_\_\_\_
  
2. Does your club groom or plow your managed trails?
  - a. Plow
  - b. Groom
  
3. Do you have consent from the local club who currently has this managed trail?
  - a. Yes (Provide letter of support)
  - b. No
  
4. Has private landowner consent been obtained?
  - a. Yes (If yes landowner consent is required as an attachment)
  - b. No
  - c. Not applicable
  
5. Is your club prepared to share maintenance costs on the proposed section of trail (ex: wind storm, ice storm, washouts, bridges, culverts, etc)?
  - a. Yes
  - b. No
  - c. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Is the trail being proposed the only route available?
- a. Yes
  - b. No
  - c. Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Is paralleling the trail an option assuming there is enough right of way?
- a. Yes
  - b. No
  - c. Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does your club understand section 7 of this agreement as it pertains to grooming versus plowing of trails?
- a. Yes
  - b. No
9. As the applicant of this proposed trail segment, do you understand the signage requirements as per appendix 1 once approved by the joint use committee?
- a. Yes
  - b. No
10. As the applicant of this proposed trail segment, do you understand costing/placement responsibilities as it relates to signage referred to in section 9 of this agreement
- a. Yes
  - b. No
11. Does your club understand that non-compliance of the NBFSC-NBATVF Joint Use Agreement will result in immediate suspension of the segment of trail applied?
- a. Yes
  - b. No

**Joint Use Committee ONLY**

- Approved as submitted
- Approved with modifications (fill in comments)
- Rejected (fill in comments)

**Conditions/Comments:**

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**NBFSC:**

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**NBATVF:**

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**Date:**

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