

This Agreement made this 30th day of May 2016

**Between:**

The Corporation of the Town of Collingwood

hereinafter called "Collingwood"  
of the first part

- and –

The Corporation of The Town of the Blue Mountains

hereinafter called "The Blue Mountains"  
of the second part

- and –

The Corporation of the Municipality of Meaford

hereinafter called "Meaford"  
of the third part

**Whereas**, Collingwood, The Blue Mountains, and Meaford will manage and be responsible for their own sections of the Georgian Trail contained within each of their municipal boundaries to a consistent standard of maintenance and repair the cycling, cross country ski and recreational trail that runs from Collingwood to Meaford; and

**Whereas**, the parties wish to enter into this Agreement to continue to ensure the consistent intended uses of the Georgian Trail that are set out in the Georgian Trail Standards included in Appendix A; and

**Whereas**, the Georgian Cycle and Ski Trail Association is a volunteer non-profit organization created with the mandate to promote the Georgian Trail and communicate with its users; and

**Whereas**, all parties acknowledge the significance of the Georgian Trail as a tourist and recreational facility for the South Georgian Bay area;

**Now therefore this agreement witnesseth that** in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

## ARTICLE 1 – DEFINITION AND GENERAL

### 1.1 Definitions

For the purpose of this agreement, the following words shall have the following definitions:

“**Council**” means the municipal council of each of the parties hereto;

“**Association**” means the Georgian Cycle & Ski Trail Association;

“**Association Representative**” means an individual who is a Director of the Association and approved to represent the Association;

“**E-bike**” means a motorized bicycle that can look like a conventional bicycle, scooter or limited-speed motorcycle. Unlike the Pedelec that is a subset of an e-bike, an e-bike maintains its power when the rider is not pedaling. In Ontario E-bikes must have the following specifications:

- steering handlebars
- working pedals
- an electric motor not exceeding 500 Watts
- a maximum speed of 32 km/h
- a maximum weight of 120 kg
- a permanent label from the manufacturer in both English and French stating that your e-bike conforms to the federal definition of a power-assisted bicycle;

“**Georgian Trail**” means the recreational Georgian Trail for use as a bicycle path, pedestrian walking, hiking, jogging path and cross country ski path and including municipal land adjacent to the trail 10 meters from the Georgian Trail centerline within owned by each of the three municipalities;

“**Georgian Trail Portion**” means that part of the Georgian Trail that lies wholly within a particular municipality;

“**Motor Vehicle**” means a self-propelled vehicle, commonly wheeled, that does not operate on rails, such as trains or trams. The vehicle propulsion is provided by an engine or motor, usually by an internal combustion engine, or an electric motor, or some combination of the two, such as hybrid electric vehicles and plug-in hybrids;

“**Municipal Boundaries**” means the portion of Georgian Trail defined by a specific location or intersection that identifies the jurisdiction of each municipality;

**“Pedelec”** or **Pedal Electric Cycle** means an e-bike where the pedal-assist electric drive system is limited to a decent but not excessive top speed, and where its motor is relatively low-powered. Pedelecs are legally classed as bicycles rather than low-powered motorcycles or mopeds. A Pedelec is permitted if:

- the pedal-assist, i.e. the motorized assistance that only engages when the rider is pedaling, cuts out once 25 km/h is reached, and
- the motor produces maximum continuous rated power of not more than 250 watts (the motor can produce more power for short periods, such as when the rider is struggling to get up a steep hill);

### **Personal Mobility Device (Wheelchair or Medical Scooter)**

- can be driven by muscular power or other types of power
- is designed for and used by people whose mobility is limited by a condition or functional impairment

Wheelchairs do not require registration, licence plates, a driver's licence or vehicle insurance. Anyone at any age can ride a wheelchair.

People operating motorized wheelchairs are treated in the same way as pedestrians. You must obey all the rules of the road that apply to pedestrians under the *Highway Traffic Act*.

**“Participating Municipality”** means the Municipality of Meaford, Town of The Blue Mountains and Town of Collingwood;

**“Rerouting”** means the relocation of any part of the Georgian Trail described in Article 3.5.

## **1.2 Georgian Trail Description**

Established in 1989, the recreational Georgian Trail design takes advantage of the former railroad bed, bridging and, most importantly, the lateral and natural drainage systems. Some 80 to 85 percent of the Georgian Trail is on the former rail bed. In the 33 kilometers from Meaford to Collingwood, the Georgian Trail crosses some 30 intersecting roads. To protect Georgian Trail users and to discourage unauthorized use, access barriers along with control and information signs are in place. The Georgian Trail also includes a variety of fixtures such as benches with features such as memorial plaques on benches and memorial boulders as well as interpretive signs and wayfinding amenities. The Georgian Trail shall be managed and maintained consistently to maintain a quality travelled surface and extend its safe and useful life as a recreational trail.

### **1.3 Municipal Boundaries**

The municipal boundaries identified along the Georgian Trail are as follows;

#### **Meaford Section:**

Intersection of Bridge Street and Denmark Street to the center of Christie Beach Road.

#### **The Blue Mountains Section:**

Center of Christie Beach Road to the center of Grey Road 21/Simcoe County Road 34.

#### **Collingwood Section:**

Center of Grey Road 21/Simcoe County Road 34 to Birch Street.

### **1.4 Continuity of Ownership**

During the term of this agreement, no party shall mortgage, charge, or otherwise undertake any act or enter into any agreement, which shall encumber the title or put in risk the title to the portion of the Georgian Trail that is within its municipal boundaries, save and except for easements contemplated by Section 3.4.

## **ARTICLE 2 – OPERATIONS & REPORTING OF TRAIL ACTIVITIES**

### **2.1 Reporting**

Each Participating Municipality and the Association shall receive an annual report on the specific Georgian Trail operations jointly drafted by the three municipal staff representatives. The following items must be included in the report:

- Governance overview of staff management of the Georgian Trail
- Traffic counts of Georgian Trail use from each municipality
- Inspection reports
- Review of existing standards and rationalization of recommended revisions
- Issues arising from Georgian Trail use
- Complaints or service requests received from the public (numerical summary)
- Summary of accident and incident reports

### **2.2 Maintenance & Operations**

#### **2.2.1 Georgian Trail Operation**

Municipal staff of the Participating Municipalities shall be responsible and accountable for the overall operation and maintenance of the recreational Georgian Trail within their

specific municipal boundaries. For this purpose, municipal staff shall be authorized to review and award tenders, purchase equipment and recruit personnel in accordance with the approval of the annual budget specific to each municipality for works within their municipal boundaries. Tenders or bids shall be requested for all capital or major maintenance expenditures in accordance with established purchasing policies of the respective Participating Municipality where the work is being completed or the municipality assigned responsibility for sourcing the work. Two Association Representatives shall be identified as key liaisons that staff shall communicate with on an as required basis and in an advisory capacity.

### **2.2.2 Georgian Trail Standards**

The Georgian Trail shall be operated and maintained in accordance with the most current version of Recreational Georgian Trail Standards (standards).. Recreational Georgian Trail Standards shall be annually reviewed jointly by staff from each municipality and modified as required. Modifications to the standards shall require Council approval from each Participating Municipality.

### **2.2.3 Annual Budget**

Annually, a specific budget for Georgian Trail operations shall be prepared by municipal staff and identified in the budgets of each of the Participating Municipalities. Each Participating Municipality shall be responsible for the approval of the operations and capital budget for the Georgian Trail contained within their Municipal Boundary:

- i. An **Operating Budget** with a three-year forecast shall be subject to the approval of the Council of each Participating Municipality on an annual basis.
- ii. A **Capital Budget** including a five-year forecast for capital expenditures and projects shall be prepared by each Participating Municipality for its portion of Georgian Trail including a detailed overview of all planned capital works for the Georgian Trail within each Municipal Boundary.

## **ARTICLE 3 – GENERAL**

### **3.1 Intended Uses**

**3.2 The Georgian Trail is intended for uses such as walking, running, cycling, snowshoeing and cross country skiing and is classified as a recreational trail. Pedelects or Pedal Electric Cycles and Personal Mobility Devices are permitted on the Georgian Trail as defined in Section 1 “definitions”. The Georgian Trail will include the measures and design for accessibility, where possible, and any new Georgian Trail development works shall ensure that accessibility requirements of the Design of Public Spaces Standard under the Accessibility for Ontarian’s with Disabilities Act are met. Any proposed modifications to the intended uses shall require an amendment to the approved standards. Modifications to the standards shall require approval from the Councils of all Participating Municipality. Prohibited Uses**

Motorized vehicles (other than for maintenance or emergency purposes), E-Bikes and hooved animals are prohibited from Georgian Trail use unless otherwise approved through the standards and Council for the specific area. Uses of the Georgian Trail that would otherwise be prohibited, such as snowmobile access on specific areas of the Georgian Trail, may be considered as a modification to the standards. Participating Municipalities are permitted to allow pilot projects or approve limited access for Ontario Federation of Snowmobiles Clubs snowmobile trail connectivity while maintaining the general intent of the standards. These pilot projects or limited access for Ontario Federation of Snowmobiles Clubs snowmobile trail connectivity shall be identified through the notice and reporting mechanisms found in this agreement and require a formal modification to the standards.

### **3.3 Insurance and Indemnity**

#### **3.3.1 Insurance**

Each Party shall, at its own expense, obtain and keep in force during the term of this Agreement, Commercial General Liability insurance in a form satisfactory to the other Parties, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. Municipal or Commercial General Liability Insurance on an occurrence basis for an amount of not less than FIFTEEN MILLION DOLLARS (\$15,000,000);
- ii. Inclusion of the Association and other Parties as an Additional Insured with respect to the operations of the named insured;
- iii. Cross liability and severability of Interest clauses;

- iv. Non-owned Automobile coverage with a limit of at least FIFTEEN MILLION DOLLARS (\$15,000,000), including contractual non-owned coverage;
- v. Products and completed operation coverage with an aggregate limit of not less than FIFTEEN MILLION DOLLARS (\$15,000,000).

The Parties each agree to provide the others and the Association with 30 days' prior written notice in the event that any Parties' insurance policy is cancelled or terminated.

### **3.3.2 Liability**

Each Party shall only be liable for the breach or non-performance of their respective obligations under this Agreement.

### **3.3.3 Indemnification**

Each Party shall indemnify and save completely harmless each of the other Parties and each of their elected officials, directors, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims, demands, costs, expenses and liabilities (including legal costs) whatsoever which may arise directly or indirectly or in any way connected with the breach or non-performance by it or its respective elected officials, directors, officers, agents, contractors and employees of their respective obligations under this Agreement.

### **3.4 Easements**

The Parties recognize that development may occur along the Georgian Trail and that from time to time easements be required for servicing properties in order to permit such development. The Parties agree that such easements may be permitted on such terms as the municipality and the specific Council may determine be granted where required, provided if in doing so the easements do not impact unreasonably upon the intended use of the Georgian Trail.

### **3.5 Rerouting, Driveway Access & Road Crossings**

In the event that any of the Participating Municipalities wishing to relocate or improve road crossings along its Georgian Trail portion in order to accommodate development, such as rerouting, driveway access or road crossing works may be permitted on such terms as the municipality and the specific Council may determine, and as long as the intended use of the Georgian Trail is not unreasonably impaired.

### **3.6 Term**

This Agreement shall be renewed automatically every five years unless a Party disagrees or is otherwise terminated in accordance with this agreement or unless 2 of the Parties provide 6 months Notice..

Or

This Agreement, when signed, is valid for a period of five years from the date of signing and on expiry, is automatically renewed for an additional five years subject to any amendments as outlined in article 3.7 or subject to terminate proceeding as outlined in Article 3.8

### **3.7 Amendment of Agreement**

This Agreement shall not be amended unless evidenced by written Agreement executed by all of the Participating Municipalities hereto. A proposal to amend this Agreement shall not be considered until at least 60 days after a summary and reasons for the amendment have been delivered or sent by email to all of the Parties to this Agreement.

### **3.8 Termination**

This Agreement shall not be terminated except by consent in writing executed by any of the duly authorized signing officers with formal resolution of each Council of two of the three Participating Municipalities and served on the third Participating Municipality by personal service or registered mail at the municipal offices for that Participating Municipality. In the event that an Agreement is entered into, the termination shall not take in effect until 6 months from the date of the Agreement unless all of the municipal Parties to this Agreement agree in writing to an earlier termination date. Termination of this Agreement shall constitute a release by each Participating Municipality, including improvements made to its portion.

### **3.9 Approval**

This Agreement requires the approval by By-Law of the Council of each Participating Municipality and each such Participating Municipality shall provide proof of passage of such By-Law to the other Participating Municipalities. The execution of this Agreement by all of the Parties shall constitute the termination of all prior agreements respecting the management of the Georgian Trail.

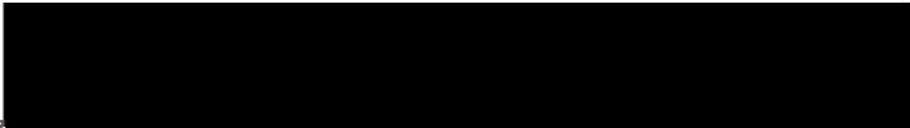
### **3.10 Binding**

This agreement shall be binding upon the parties and their successors in law.

### **3.11 Indemnity**

Each Party shall indemnify and save harmless the Association Representatives.





Town of Collingwood  
Sandra Cooper  
Mayor

Sara Almas  
Clerk



Municipality of Meaford  
~~Robert~~ Barb Clumbus  
Mayor

ROBERT TREMBLAY  
Clerk



Town of The Blue Mountains

JOHN MCKEAN  
MAYOR

CORRINA GILES  
TOWN CLERK



**Georgian Trail**  
**Recreational Trail Standards**  
**2016**

Jointly approved by:  
Municipality of Meaford, Town of The Blue Mountains & Town of Collingwood,  
Accepted by:  
Georgian Trail Cycle & Ski Association

## **3.1 Georgian Trail**

### **3.1.1 Intended Use**

It is intended that the Georgian Trail shall meet the requirements of the Accessibility for Ontarians with Disabilities Act. Approved uses include the following:

- Walking/hiking/running
- Cross-country skiing
- Cycling (including Pedelecs)
- Snowshoeing
- Personal Mobility Devices

Any change to these identified uses would require a modification to the standards. This would require approval of Council from all Participating Municipalities and consultation with the Association.

### **3.1.2 Surfacing**

The travelled portion of the trail surface is recommended to have 75 millimeter hard packed limestone screenings (stone dust) over up to 200 millimeter compacted granular base over the existing leveled-off rail bed.

Some areas of the trail have been previously modified to an asphalt surface; any future such modifications require approval through receipt of a no-objection letter from the 2 other Participating Municipalities..

The amount of granular base may vary depending on the condition of the existing rail bed at the time of initial trail construction.

### **3.1.3 Width of Travelled Portion of the Trail**

The width of the travelled portion of the Georgian Trail will be designed to 2 meters where possible but shall be no less than 1.5meters where drainage, topogarchical challenges and soil types do not allow 2 meters.

### **3.1.4 Clearance of Trail**

Vertical clearance for the entire length of the Georgian Trail shall be 4 meters high to allow for emergency vehicle access.

No branches, tree limbs or vines shall encroach the travelled portion of the Georgian Trail.

### **3.1.5 Trail Access & Road Crossing Control**

Georgian Trail access at road intersection points and approved access points will have infrastructure placed that will provide a deterrent for unauthorized access and use of the Georgian Trail.

Where the Georgian Trail meets any road crossing intersection, a regulatory stop sign will be placed approximately 2 meters from the intersection.

Access control points will be designed to allow access for emergency vehicles and authorized maintenance equipment.

### **3.1.6 Drainage Course Crossing and Private Access Points**

#### **3.1.7**

Appropriately sized culverts shall be installed, or existing culverts extended, to provide for Georgian Trail re-alignment at road crossings while accommodating roadside drainage.

All access points to the Georgian Trail require approval from staff of the Municipal Boundary that the access point is located. All newly approved access points shall be identified in the annual reporting process noted in Section 2.1 of the Agreement.

All crossings require a minimum of 4 meter width and clear visibility zones on each side of access points.

Georgian Trail access points shall not exceed 5 percent slope that provides access to or exit from the Georgian Trail.

Bridge design will refer approvals based on the Bruce Trail Conservancy Guide for Trail Workers – Third Edition as an approved Standard.

Encroachment permits are required when using Ministry of Transportation Lands.

Entrance and Exit Slope design and final construction of crossings require the written approval of Municipal staff.

## **4.1 Viewing/Resting Areas**

### **4.1.1 Design and Distance Between**

Rest areas adjacent to the Georgian Trail shall be in place no further than 3 kilometers apart.

Rest areas shall be compatible with the surrounding environment.

Bench style and materials shall be consistent throughout the Georgian Trail as identified in Appendix "A" of these Standards.

Sections of the Georgian Trail may feature a Trail Head / Kiosk. **TSignage**

### **5.1.1 Consistent Signage on Trail**

All Georgian Trail signage shall be consistent throughout the entire Georgian Trail and comply with approved signage as identified in Appendix "A" of these Standards.

### **5.1.2 Emergency Numbering**

Signs shall be in place at key intersections that clearly identify the closest Georgian Trail access point on municipal, county and Kings roads and roadways in accordance with the Grey County and Simcoe County 911 policy.

### **5.1.3 Trail Distance Markers**

Consistent markers showing distance (in kilometers) from the start of Georgian Trail for emergency 911 location and identification.

The intersection of Bridge Street and Demark Street in Meaford shall be designated as the start 0 kilometer and Birch Street in Collingwood shall be designated as the 33 kilometer mark with markers set at every 3 kilometers.

## **6.1 Maintenance Tasks**

### **6.1.1 Annual**

- Removal of winter accumulation of garbage;
- Inspection and re-establishment of day- lighting at all intersections;
- Pruning back heavy growth at trail edges;
- Inspection for potential or existing drainage concerns;
- Noxious weed control (or as required by recommendation of staff).
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### **6.1.2 Semi-Annual**

- Spring and Fall clean-up and removal of debris from culverts and ditches;
- Trail grooming - grading/leveling of surfaces where required;

### **6.1.3 Monthly**

- Complete and retain a trail inspection report as provided in Appendix "B";

- Inspection of signage, benches, and other trail amenities;
- Repair damage to trail and trail edges from heavy use and/or cycling;
- Clean up and remove any garbage and debris along the Georgian Trail.

#### **6.1.4 As Required**

- Repair or replace damaged signs, barriers, structures and other trail amenities;
- Pruning of vegetation that is within the encroachment free clearance area;
- Grass cutting as required minimum of two cuts per year;
- Remove any fallen trees and branches that impede or may impede the intended use of the Georgian Trail or causes or may cause an unsafe condition.

### **7.1 Trail Works**

#### **7.1.1 Trail Resurfacing**

Prior to any resurfacing project, notification to the public is required through signage placed on the Georgian Trail and its linking trail, media outlets including print, website, e-blast and social media, where applicable, for a minimum of 3 weeks before work commences. Closure of Georgian Trail sections during resurfacing may be required with appropriate detouring in place with notification in place as noted above.

As part of any Georgian Trail resurfacing project, 1 millimeter of the Georgian Trail top surface shall be removed to ensure all organic matter is removed to prevent growth of vegetation occurring prematurely after resurfacing.

Resurfacing will be limited to a maximum of 5 millimeters of limestone screening. Immediately after application of screenings, compaction by a steel drum vibrating compaction roller is required. Compaction shall be finished to a resurfaced depth of no more than of approximately 4 millimeters from the existing base top surface.

#### **7.1.2 Ditching and Drainage Works**

Planning for ditching projects shall include a site visit with appropriate staff from the municipality, county or agency responsible for the drainage. Planning of works shall include ensuring all required permits for works are in place and within the authorized timing.

Prior to any ditching project, notification to the public is required through signage placed on the Georgian Trail and its linking trail, media outlets including print, website, e-blast and social media where applicable for a minimum of 3 weeks before work commences. Closure of Georgian Trail sections during ditching projects may be required. Detours may be provided where appropriate and safe routes can be provided will be signed.

Best efforts will be made to ensure ditches will be maintained and kept free of obstructions and debris. Preventative maintenance and annual inspection and removal of established vegetation will form part of the required semiannual works to be scheduled during early spring and fall periods.

## **8.1 Trail Repair**

### **8.1.1 Trail Repair and Removal of Hazards**

Georgian Trail repairs shall be made promptly and hazards are to be marked by staff. Photo documentation and mapping of required repair areas shall be attached to the appropriate inspection report.

Staff shall respond within 3 regular business days from the time of a report of required repair or maintenance. Inspection of reported issues is mandatory and marking or sectioning off the area may be required. If repair or maintenance is required, works shall be completed in a timely fashion including the completion of supporting documentation of work being performed and completed as well as mapping of the area repaired to log a potential problem area.