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**STAFF REPORT:      Infrastructure and Public Works**



**REPORT TO:**                    **Committee of the Whole**  
**MEETING DATE:**           **April 4, 2016**  
**REPORT NO.:**                **CSPW.16.038**  
**SUBJECT:**                    **Georgian Trail Crossing to  
Access Property over Lots 45 &  
46 Northwest of Arthur Street**  
  
**PREPARED BY:**            **Reg Russwurm, Director of  
Infrastructure and Public Works**

**A.      Recommendations**

THAT Council receive Report CSPW.16.038, “Georgian Trail Crossing to Access Property over Lots 45 & 46 Northwest of Arthur Street” for their information,

**B.      Background**

Due to concerns regarding a laneway crossing the Georgian Trail, at their January 25<sup>th</sup>, 2016 meeting Council requested a Staff Report on the circumstances, factors and authorisation leading up to the construction of the entrance to Lands covering Lots 45 & 46 Northwest of Arthur Street (the “subject property”) also known as the west portion of 131 King Street West. The purpose of this Report is to address those concerns.

A location map of the subject property is provided as Attachment 1. It should be noted that the property line fabric in Attachment 1 from the Town’s property line data is not correct. The legal description in Attachment 2 prepared by an Ontario Land Surveyor is the higher authority on the property fabric.

Mr. Henry Gilas (the “Owner”) approached Town Staff early in the summer of 2015 about obtaining an entrance to the subject property. Initially, the disused King Street West road allowance was considered for access to Peel Street. Unfortunately, the sightlines at the intersection of Peel and King Streets do not satisfy accepted engineering standards due to the hill on Peel Street, and thus Staff was unable to approve the proposed laneway in this location. The challenging sight line distances are evident in Pic 2 of Attachment 3.

The cost to correct the sightlines at the King Street intersection is difficult to estimate without undertaking preliminary engineering, however the cost is expected to be in excess of \$50,000. A complicating factor will be the location of the entrance and car port at 189 Peel Street. The depth of the existing watermain will also have to be verified before the road can be lowered. Another access location to Peel Street was not considered to avoid; i) encumbering the other Town lands north of the King Street road allowance; ii) the associated re-location costs at some point in the future when the Town Lands are developed; and, iii) providing a temporary solution to a permanent dwelling.

Given the significant challenges with accessing Peel Street, the option to access Arthur Street West (Highway 26) directly was investigated. The crossing of the Georgian Trail was recognised as a concern as well as the three watercourse crossings. The Town's Community Services (CS) Department, who provides operational review over the Georgian Trail Lands, was consulted by Infrastructure and Public Works (IPW) Staff in regards to the potential installation of a laneway to provide access to the subject property across the Trail for the development of a single dwelling residence. Community Services based their review on the request being for an access for development as outlined in Section 4.04 of the Georgian Trail Board of Management Agreement (the "GT Agreement") where an easement or right of way shall be granted for servicing properties or allowing access in order to permit development. The GT Agreement is provided for reference as Attachment 7.

In respect to the approval authority of CS Staff for Trail crossings, had the request been for a Rerouting of the Trail or the creation of a Roadway, the Georgian Trail Board of Management would have been requested to authorize the Reroute or Road Crossing as outlined in Section 4.05 of the GT Agreement. Based on the access being a laneway and not a Roadway Crossing, CS Staff identified that the proposed laneway access did not unreasonably impact the purpose of the trail and also identified that the access would not in any way be a unique situation because other similar laneway crossings are present along the Trail.

#### Entrance Permit Process

The Entrance Permit to the subject property was granted under the authority of By-law 2014-65 being a By-law to regulate the installation of works on town land and establish a process to issue Land Use Permits (Attachment 4). As provided in Clause 19 of the By-law, the Director is authorised to execute all land use permits over Town lands. The Director is defined as the Directors of Engineering and Public Works (later renamed Infrastructure and Public Works (IPW)) or the Director Community Services (CS) as applicable to the proposed Works.

With CS Staff endorsement, an Entrance Permit (PRENT 2015-765) was issued under the authority of the Director of IPW on October 5, 2016 for the Owner to construct a laneway across the Georgian Trail upon the applicant obtaining a Grey Sauble Conservation Authority (GSCA) Permit for the watercourse crossings. The laneway was constructed during October with final inspection occurring on October 28, 2015. The associated securities were subsequently returned.

### Concerns Raised After the Construction of the Entrance

The following is a listing of the various concerns raised since the construction of the laneway crossing the Georgian Trail along with a discussion of these points.

1. Questions were raised about the Official Plan and Zoning designation of the subject project along with the developable lands. A map is provided as Attachment 5 to show the designations.

The lot is zoned as Development "D" and Hazard "H" in the former Town of Thornbury By-Law. The "D" zone permits the construction of a single family dwelling. As depicted on the attached map, there is sufficient area available outside of Hazard "H" zone to accommodate a building envelope for a single family home and accessory structure. Section 6.7 of the By-law speaks to access to an improved street stating that:

"No person shall erect any building or structure or use any lot in any zone unless access for vehicular traffic, in the form of an unobstructed laneway or passageway at least 3 meters in width, is provided from such lot to an improved street assumed for public use and maintained year-round by a public road authority (By-law No. 14-85) which abuts the said lot."

The Thornbury By-Law does not discourage the use of Town land to achieve access to an open and maintained road. In contrast, the former Collingwood Township By-Law requires lands to have frontage on an open and maintained road before that lot can be developed. Therefore, during the review and approval of the entrance fronting Highway 26, it was determined that the entrance using Town owned land was consistent with the Town of Thornbury By-Law.

Although a building permit application has not been applied for, should a building permit be requested, Section 6.18 of the former Town of Thornbury By-law requires that the lot be serviced by municipal water and wastewater. Connections to municipal sewer and water can be obtained through laterals to the trunk services along Highway 26.

2. A question was raised whether the subject property was connected to property to the east known as 131 King Street West. The properties were once owned by the same people but are separated by the Town's unopened Albert Street. Although the two properties have had the same roll numbers and municipal addressing for taxation purposes, they are separate conveyable parcels. A separate and new address will be assigned to the western lot (subject lands) through the building permit approval stage.

The Town's solicitor has reviewed the file and has confirmed that there are two separate parcels of land, one to the east of unopened Albert Street (owned by the Town) and the other to the west of unopened Albert Street. The east property is owned by Henry Gilas and the west property is owned by Rainmaker Estates Inc. The west property has not yet been assigned a municipal address.

3. A concern was raised that the Georgian Trail Board was not involved in the decision whether or not to grant the trail crossing. The Board is not involved in operational review for trail works under Section 4.04 of the GT Agreement. The Board is required though to provide approval of requests for Re-routing of the existing trail and Roadway crossings. In this case, the request was to consider an entrance permit for an access laneway that would service a single residential dwelling and thus it would be reviewed through the IPW Entrance Permit Process in consultation with CS Staff. Through that process it was identified that a GSCA Permit would be required. Staff reviewed the Entrance Permit Application based on the construction of an access laneway, and did not consider the request as a Roadway or a Re-routing of the existing trail.
4. Reference was made to the Georgian Trail being zoned Open Space to protect its recreational status. The Georgian Trail is zoned both Open Space "OS" and Development "D" as it passes through Thornbury. The trail portion fronting the subject lands is zoned Development "D". Both the Development "D" zone and the Open Space "OS" zone do not preclude the use of or permission to access other adjacent lands over the trail.
5. Concern was raised that the subject property had been cleared inappropriately. Pics 7 and 8 of Attachment 3 show the extents of the clearing and the remnants of the house originally on the property. The clearing seems to be in the area that would have been associated with the original house, appear to have been regrowth scrub with some stumps up to 150mm diameter, and are in the general location of the northern building envelope as shown on Attachment 5. The Town doesn't have a by-law in place that would limit clearing of the lot.

The Grey Sauble Conservation Authority (CA) issued a permit for the three culverts proposed on this site under Ontario Regulation 151/06. The culverts have been sized by the proponent's engineer to accommodate the expected flows and provide safe access to an eventual building site. The CA noted in email correspondence of December 18, 2015 that there was previously a dwelling on this property. Two culverts were installed last fall which the CA reviewed on site and noted had been completed to their satisfaction. The CA also noted that a third culvert will be installed next summer under the permit respecting provincial and federal guidelines for fish habitat during low flow or no flow period to minimize impacts with appropriate sediment controls.

6. The safety of the trail crossing was raised. Although it's not favourable to create potential conflicts between pedestrians, cyclists and vehicles, such situations can be risk managed. Since the trail will have the higher number of users, the laneway was constructed to give the trail traffic the right-of-way. That is signalled to the motorist by having the limestone screenings of the trail continuous through the lane – not unlike a sidewalk crossing a laneway entrance. Refer to Pics 3 thru 6 on Attachment 3.

In initially approving the laneway crossing, Staff considered similar circumstances along the Georgian Trail. There are 17 vehicular access lanes that cross the Trail - 6 of which have traffic levels similar to that of laneway to the subject Lands. The accesses range from farm traffic, golf cart crossing, service entrances and laneways. In addition, there is a total of 32 road crossings where the Georgian Trail has stop signs whereby trail users are required to stop. Attachment 6 is provided to highlight similar locations where private entrances cross the Georgian Trail.

Now that the crossing has been constructed and the field conditions can be observed, Staff have reviewed the sightlines and feel some additional tree trimming and perhaps removal is required for the motorists to see further along the Georgian Trail and for the trail users to see the crossing vehicle. Staff will also install stop signs on the laneway to further message the motorist to give way to the trail user. The stop signs in themselves are not enforceable under the Highway Traffic Act but provide guidance as to the motorist's obligations. In addition, Staff will be installing warning signage to users of the trail of the lane crossing ahead. Staff will complete the works in 2016.

7. A concern was raised that the access should be to an improved street. There are several instances where the Town has granted by agreement, or historical practice, access to private lands across Town Lands to an improved road. In the case of the subject property, the entrance was constructed on the portion of the property fronting an unopened part of Arthur Street. The lane crosses this portion of Arthur Street to join the re-routed Arthur Street known as the Highway 26 connecting link. Attachment 2 provides the field measured location of both the Trail and the laneway. The lane crosses the travelled surface of the Georgian Trail within the Arthur Street road allowance. There is only a very small portion of the lane that crosses Georgian Trail Lands proper.
8. A question was posed that compensation should be made to the Town for the use of Town Lands. To Staff's knowledge, there has not been a situation where a Town Land user has been required to compensate the Town for the use of Town Lands to permanently access their property. The typical arrangement is the property owner is responsible for the construction cost of any improvements to create access, but not for an ongoing occupancy fee.

For example, the Town has entered agreements for the use of the following lands as laneways. Staff have reviewed the Agreements and there is no requirement for the user to compensate the Town.

- i. Use of the 9<sup>th</sup> Sideroad at Concession 2
- ii. Use of the 15<sup>th</sup> Sideroad at Concession 3
- iii. Use of the Meaford/TBM Town Line north of the extension of the 36<sup>th</sup> Sideroad

In addition, there are arrangements in place for the use of portions of the 15<sup>th</sup> and 18<sup>th</sup> Sideroads for ski hills without requirements for compensation. There are also several examples of laneways constructed across Town lands and private use of unopened road allowances without agreements or compensation in place.

### Conclusion

Staff feel that although a crossing of the Georgian Trail is not ordinarily the first choice, in this situation it is the best solution of the options available to facilitate the improvement of the subject property. To deny the application or require significant road works was considered too onerous when a reasonable alternative existed.

Staff will be taking measures in 2016 to ensure the sightlines of crossing location are appropriate and stops signs on the laneway are installed.

### **C. The Blue Mountains' Strategic Plan**

Goal #5 - Ensure that our infrastructure is sustainable

### **D. Environmental Impacts**

None.

### **E. Financial Impact**

Should Council consider rescinding the Entrance Permit, there would be an expectation that costs incurred by the Owner after the issuance of the Entrance Permit would be reimbursed. Council would then have to consider if and how access would be permitted to the subject property. In addition, taxation revenue associated with the improved value of the property will be deferred if there isn't an alternate access solution.

### **F. In Consultation With**

Senior Management Team  
John Metras, Town solicitor

**G. Attached**

1. Subject Property Location Map, Lot 45 & 46 Northwest of Arthur Street, RP16R3287
2. Portion of Surveyor's Real Property Report, Zubek, Emo, Patten & Thomsen Ltd, December 8, 2011
3. Pictures of Georgian Trail near and laneway to Lot 45 & 46 Northwest of Arthur Street, RP16R3287, taken February 8, 2016
4. By 2014-65 being a by-law to regulate the installation of works on town lands and establish a process to issue Land Use Permit, September 22, 2014
5. Zoning and Building Envelope Map of Lot 45 & 46 Northwest of Arthur Street, RP16R3287, March 3, 2016
6. Laneway Crossing Locations along the Georgian Trail
7. Georgian Trail Agreement, November 16, 2012 with Amending Agreement.

Respectfully submitted,

**Reg Russwurm**

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Reg Russwurm, MBA, P.Eng  
Director of Infrastructure and Public Works

For more information, please contact:

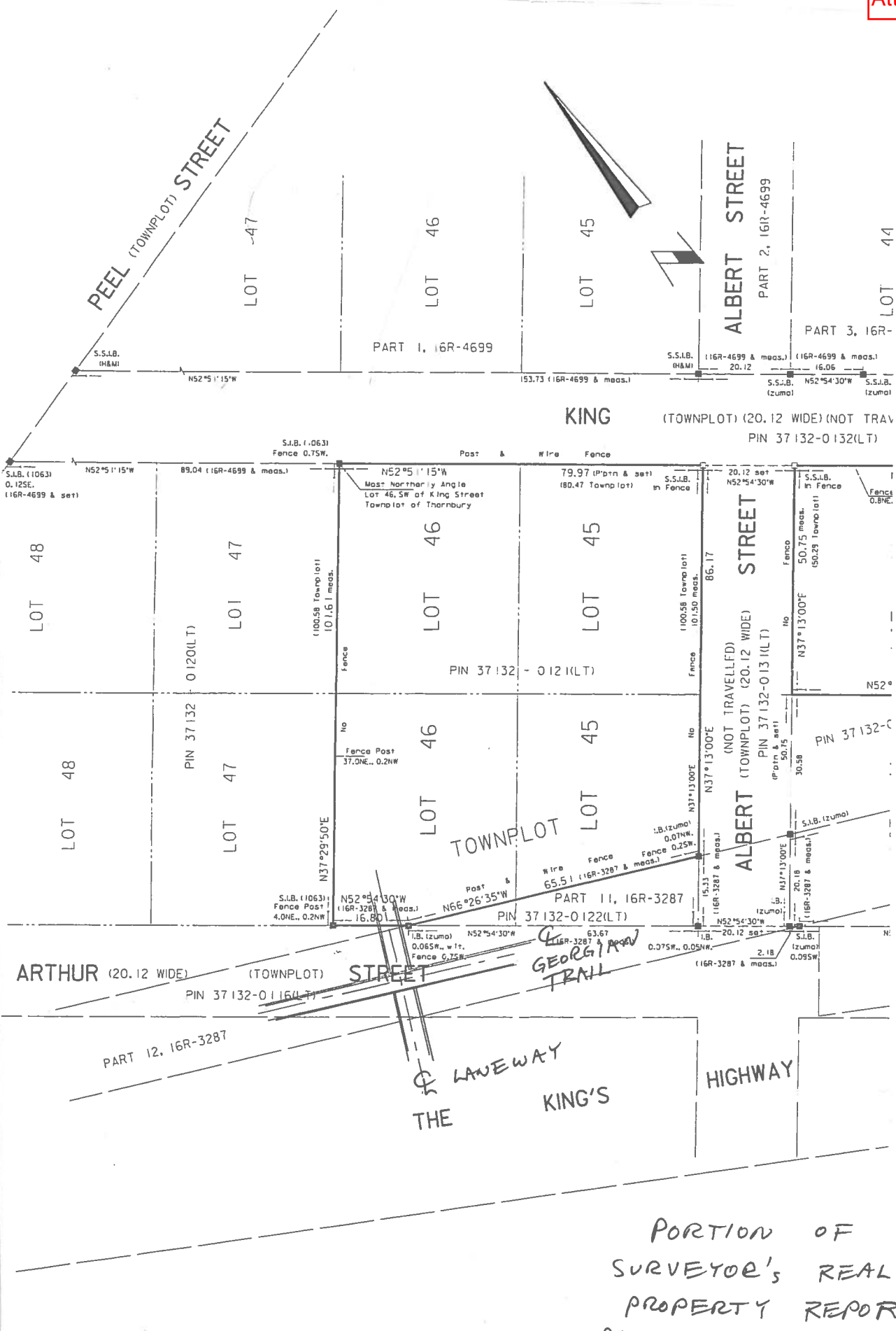
Reg Russwurm, MBA, P.Eng  
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519-599-3131 x 260

**Location Map**  
**Subject Property: Lot 45 & 46, RP 16R3287**







PORTION OF  
SURVEYOR'S REAL  
PROPERTY REPORT,  
PATTEN + THOMSEN, 2011



Pic 1 – King Street Road Allowance from Peel Street



Pic 2 - Peel Street at King Street Road Allowance



Pic 3 – Georgian Trail Looking West at Lane Crossing



Pic 4 – Georgian Trail Looking East at Lane Crossing



Pic 5 - Lane Crossing of Georgian Trail Looking North



Pic 6 – Lane Crossing of Georgian Trail Looking South



Pic 7 – Expected Building Site Looking West



Pic 8 – Expected Building Site Looking East

THE CORPORATION OF THE TOWN OF  
THE BLUE MOUNTAINS

BY-LAW NO. 2014 -65

**Being a By-law to regulate the installation of works on town land and  
establish a process to issue Land Use Permit**

**WHEREAS** Subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, C. 25, (the “Act”) as amended, states a municipal power, including a municipality’s capacity, rights, powers and privileges of a natural person, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** Sections 11 and 27 of the Act enables the council of a municipality to pass by-laws regarding highways under its jurisdiction;

**AND WHEREAS** Section 11 of the Act enables the council of a municipality to pass by-laws regarding culture, parks, recreation and heritage;

**AND WHEREAS** Subsection 110(3) of the *Highway Traffic Act*, R.S.O. 1990, C. H.8 (the “HTA”), states council of a municipality may enact a by-law providing that a permit for use of a highway under the jurisdiction of the municipality by a vehicle in excess of the dimensional or weight limits set out in the HTA may be issued by an officer of the corporation named therein;

**AND WHEREAS** it is deemed expedient by Council to pass a by-law so as to regulate the installation of works on town land where such works might interfere with operations, maintenance and construction activities of the Town and to ensure any damage to town land and town infrastructure is repaired.

**NOW THEREFORE** Council of the Corporation of the Town of The Blue Mountains does hereby enact as follows:

1. **DEFINITIONS:**

**application:** shall mean the application form prescribed by the Director to apply for a land use permit.

**damage deposit:** shall mean a sum of money paid by the owner to the Town as a condition of the issuance of a land use permit which may be used by the Town to repair any damage caused to town land during the installation of the works for which a land use permit is issued for or during the construction of any buildings or structures on the owner’s land.

**Director:** shall mean the person holding the title of Director of Engineering and Public Works or the Director of Community Services for the Town or his or her designate, depending on the location of the buildings or structures or the proposed works on town land.

**highway:** shall mean a common and public highway under the jurisdiction of the Town the types of which are more particularly described in section 26 of the Act and includes a highway which has not been assumed by by-law for public use.

**install:** shall also mean erect, construct, reinstall, reconstruct, undertake, perform, place or store.

**land occupation agreement:** shall mean an agreement between the owner and the Town permitting the installation of works on town land and the encroachment on or occupation of town land by buildings, structures or works.

**land use permit:** shall mean a permit issued by the Director in accordance with this by-law for the installation of works on town land and the encroachment on or occupation of town land by buildings, structures or works.

**licence fee:** shall mean an annual fee set out in the Town's fees and charges by-law to be paid to the Town for the right for buildings, structures and works to encroach on and occupy town land in accordance with a land use permit or land occupation agreement.

**order:** means an order made under section 445 of the Act

**owner:** shall mean the person who, as the context of this by-law requires, is the owner of the works or the encroaching buildings, structures or works or the vehicle for which the land use permit is issued.

**permit fee:** shall mean a non-refundable fee set out in the Town's fees and charges by-law to be paid to the Town for a land use permit.

**person:** includes a corporation and the successors, assigns, heirs, executors, administrators and other legal representatives of a person.

**staging:** shall mean the placement, deposit, temporary storage, loading or unloading of equipment and materials of any kind on town land, but does not include the lawful parking of vehicles.

**Town:** shall mean The Corporation of the Town of The Blue Mountains.

**town land:** shall mean any land, owned, managed or leased by the Town and shall include, but not be limited to, parkland, public open space, public waterfront access points, highways and easements in the Town's favour and any Town owned infrastructure installed on town land.

**Treasurer:** shall be the person who has been appointed by by-law as the Town's treasurer.

**works:** shall mean any works, including but not limited to, filling, grading, drainage, culverts, driveways, berms, fencing, trees, shrubs, hedges, landscaping of any kind, property entrances, utilities, private plumbing, scaffolding, patios, planters, signage, rural mailboxes or any other object or thing.

2. No person shall install or cause to be installed, either temporarily or permanently, any works on, over or under any portion of town land, without the owner having first obtained a land use permit from the Director in accordance with this by-law.
3. No person shall encroach on or occupy town land with any buildings, structures or any works without the owner having first obtained a land use permit from the Director in accordance with this by-law.
4. No person shall undertake any staging work on town land, or deposit any snow, ice or debris of any sort from private property onto town land without having first obtained a land use permit from the Director in accordance with this by-law.
5. No person shall operate:
  - (a) steel tracked vehicles on or over any town land, or
  - (b) motor vehicles and construction equipment of any kind, excluding steel tracked vehicles, on or over town land, except the travelled part of a highway, driveways and parking areas

without the owner having first obtained a land use permit from the Director in accordance with this by-law.

6. The Director may refuse to issue or renew a land use permit if the Director decides, acting reasonably, that the installation of the works on town land or the continuing encroachment on or occupation of town land with any buildings, structures or any works will interfere with current or future use, operations, maintenance and construction activities of the Town on the town land. An owner may appeal a decision made by the Director under this section to the Town Council whose decision on the appeal shall be final.

7. In the event that the Director and the Town Council refuse to issue or renew a land use permit, or the owner fails to pay the license fee when due in accordance with the land use permit or land occupancy agreement, the owner, at its own expense, shall remove the encroaching buildings, structures or works from the town land and restore the town land to a condition satisfactory to the Director. Failing which, the Director may make an order under section 445 of the Act requiring the owner to do this work.
8. In the event the owner has not removed encroaching buildings, structures or works from the town land and restored the town land to a condition satisfactory to the Director in accordance with an order, the Town may, at the owner's expense, remove the encroaching buildings, structures or works from the town land and restore the town land to a satisfactory condition and may recover the cost of this work, together with an administrative fee of twenty-five (25) percent of the cost of the Town's work from the owner in accordance with section 446 of the Act
9. In the event that any damage is caused to town land by the owner or its agents, contractors and employees in the installation of the works described in a land use permit or in the construction of any building or structures on the owner's land, the owner, at its own expense, shall repair any such damage and the Director may make an order under section 445 of the Act requiring the owner to do the work to repair the damage.
10. In the event the owner has not repaired damage in accordance with an order, the Town may, repair the damage at the owner's expense and may recover the cost of the repairs, together with an administrative fee of twenty-five (25) percent of the Town's cost of the repairs ("the total repair costs"), from the owner in accordance with section 446 of the Act.
11. The Treasurer is authorized to use the damage deposit to recover the whole or any part of the total repair costs owing to the Town. The Treasurer shall return to the owner any remaining balance of the damage deposit after the Town has recovered the total repair costs. Alternatively the Director may, at his or her sole discretion, direct that the whole or any part of the damage deposit be transferred into a reserve designated by the Treasurer to be utilized at a date determined by the Director to repair the damage.
12. The Application for a land use permit shall be in the form prescribed by the Director and be accompanied by the permit fee and, if applicable, the first year's license fee and the damage deposit as set out in the application form.
13. The Director may, as a condition of issuing a land use permit, require the owner to enter into a land occupation agreement with the Town which will require among other things that the owner pay a license fee to the Town
14. A land use permit shall expire two (2) years from the date of issuance and any associated damage deposit shall be returned less any monies that are determined to be retained to make corrective repairs in the sole opinion of the Director acting reasonably.
15. Every person who is issued a land use permit shall provide, a certificate of insurance coverage naming the Town as an additional insured party, confirmation of locating services, and records of the installed works and any other documentation that may be reasonably prescribed by the Director, and that any damage deposit associated with the land use permit shall be held until the described documentation is provided in a form satisfactory to the Director.
16. Every person who owns works installed on town land before the enactment of this by-law must obtain a land use permit for such works if required by the Director regardless of the date of installation and circumstances of the works and whether or not such works are temporary or permanent.
17. This by-law shall be administered and enforced by the Director.



- 18. The Director shall have the authority to prescribe:
  - (a) The classes of land use permits to be issued, including the classes which require land occupation agreements and license fees;
  - (b) The terms and conditions for land occupation agreements and for each class of land use permit, including the expiry dates, insurance requirements and damage deposits required;
  - (c) The form of the applications for the classes of land use permits; and,
  - (d) The form and terms and conditions of the permit referred to in subsection 110(1) of the HTA.
- 19. The Director shall have authority to execute on behalf of the Town all land use agreements required by this by-law in a form approved by the Town's solicitor.
- 20. The Director shall have authority to issue permits referred to in subsection 110(1) of the HTA.
- 21. This by-law is not applicable to any works which have been installed on or occupy town land in accordance with an existing agreement with the Town, or installed by a person under the authority of the laws of Ontario or Canada.
- 22. Every person who contravenes any provision of this By-law is guilty of an offence and shall, upon conviction, be liable to a fine as provided under the Provincial Offences Act.
- 23. The short form wording for the title of this By-law shall be "Land Use Permit" By-law.
- 24. Township of Collingwood By-law No. 95-29, being a By-law to prohibit or regulate the obstructing, encumbering and damaging of highways within the territorial limits of the municipality is hereby rescinded.
- 25. By-law No. 99-53, being a By-law to regulate the placing, construction and maintenance of material and objects in, on, under or over highways under Town jurisdiction is hereby rescinded.
- 26. By-law No. 2004-125, being a By-law to prohibit the deposit of ice or snow on municipal highways is hereby rescinded.

Enacted and passed this 22<sup>nd</sup> day of September, 2014

*"ORIGINAL SIGNED"*

.....  
Ellen Anderson, Mayor

*"ORIGINAL SIGNED"*

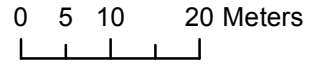
.....  
Corrina Giles, Clerk



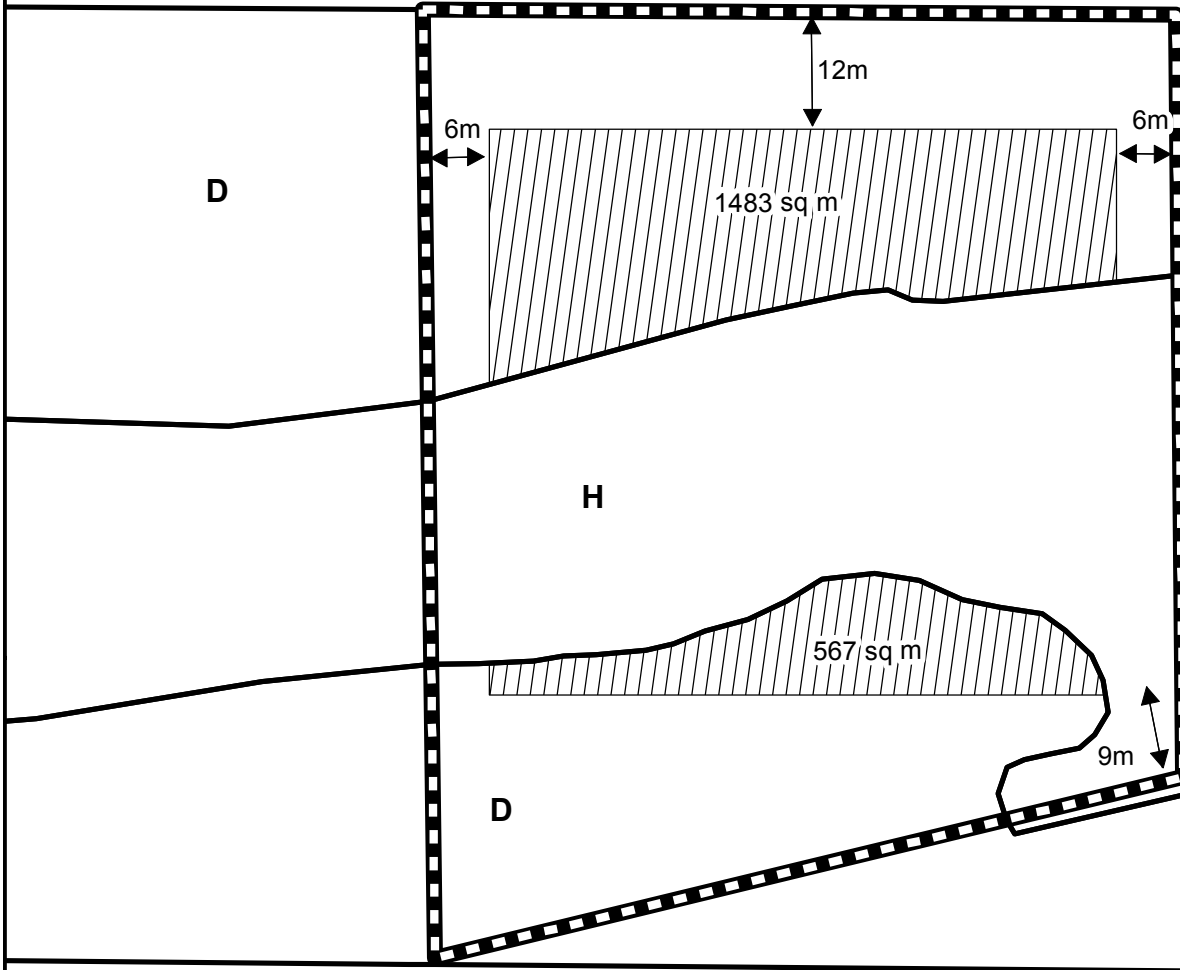
Subject Property  
Potential Building Envelope

**Zoning ByLaw 10-77**

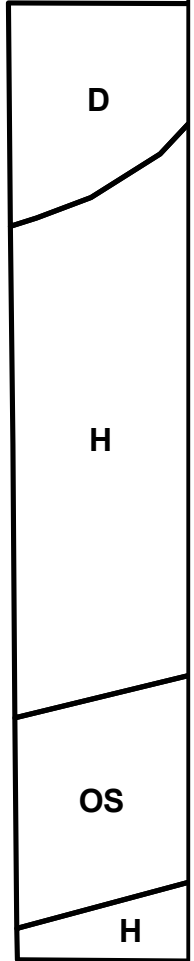
D: Development  
H: Hazard  
OS: Open Space  
R3: Residential Type 3



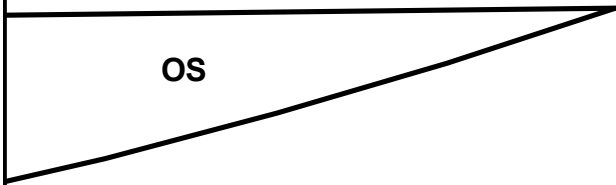
**King Street West Road Allowance**



Unopened Albert St Road Allowance



**Arthur Street West**



OS

R3

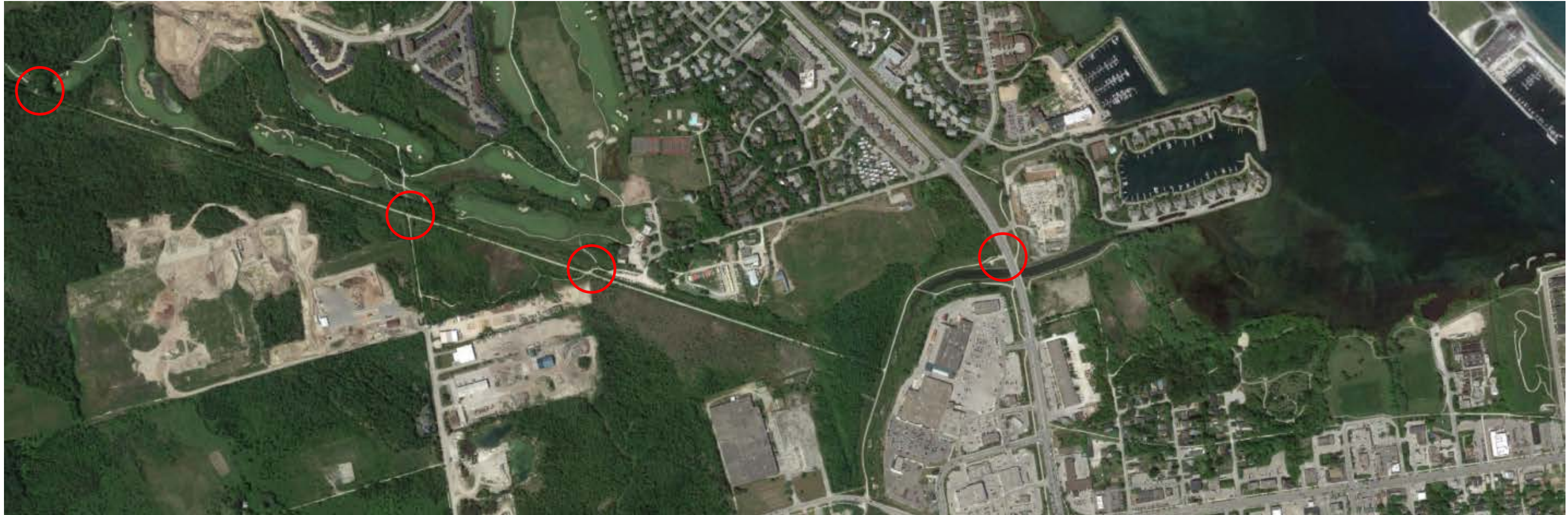
H

H

D

\* Measurements are approximate.  
This is not a legal Plan of Survey.

WEST END OF COLLINGWOOD



EAST END OF MEAFORD



EAST END OF MEAFORD – HIGH SCHOOL



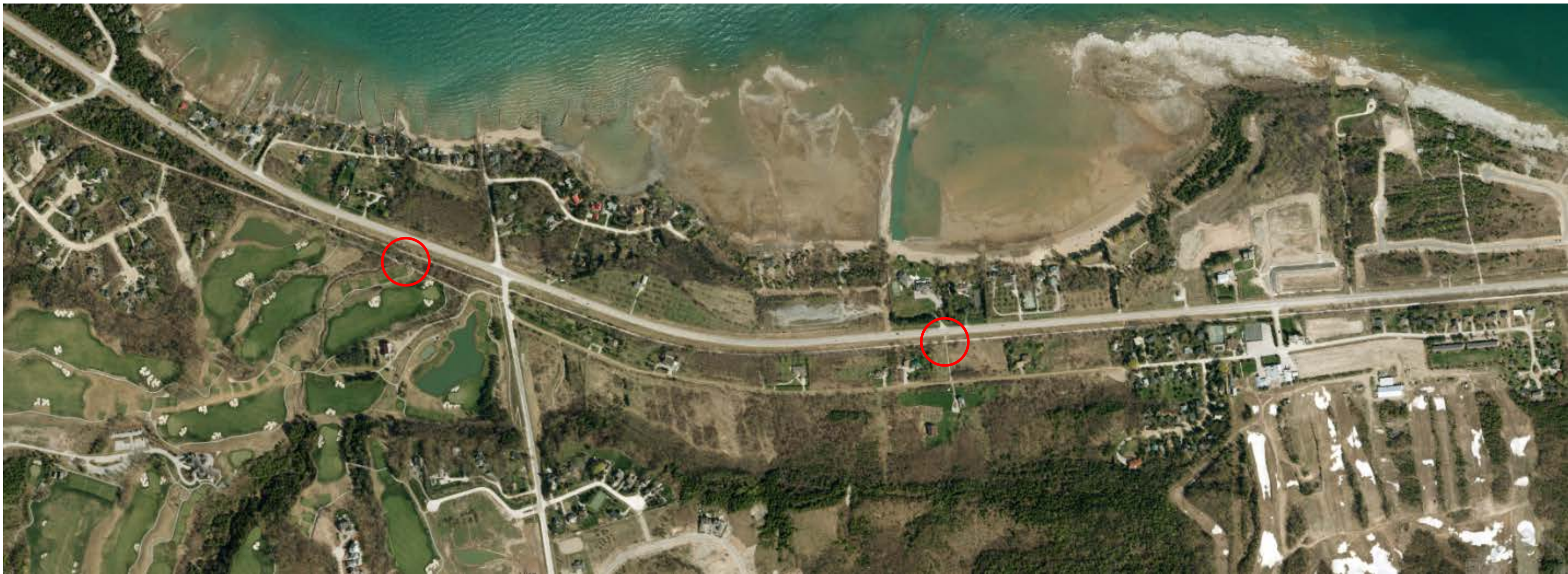
EAST END OF THE BLUE MOUNTAINS – LORA BAY



EAST END OF THE BLUE MOUNTAINS – HWY 26 CROSSING



CENTRAL BLUE MOUNTAINS – PEAKS BAY





THIS AMENDING AGREEMENT made this 14<sup>th</sup> day of November, 2012

B E T W E E N:

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

AMENDING AGREEMENT TO THE GEORGIAN TRAIL BOARD OF  
MANAGEMENT AGREEMENT dated November 16<sup>th</sup>, 2012

**Section 4.06 of the Agreement currently reads:**

"This Agreement shall be in effect for a term of 10 years commencing on the 1<sup>st</sup> day January of the year 2011 and continuing until the December 31<sup>st</sup>, 2021 or as otherwise terminated in accordance with this agreement."

**Section 4.06 of the agreement to be replaced with:**

"This Agreement shall be in effect for a term of 10 years commencing on the 1<sup>st</sup> day January of the year 2011 and continuing until the December 31<sup>st</sup>, 2020 or as otherwise terminated in accordance with this agreement."

This Amending Agreement shall be attached to and form part of the original Agreement, dated November 16<sup>th</sup>, 2012.

THIS AGREEMENT made this <sup>16th</sup> day of November 2012

B E T W E E N:

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 the Parties jointly operate a bicycle path, cross country ski trail and recreational trail running from Collingwood to Meaford (herein defined as the "Trail").

AND WHEREAS the Parties by agreement dated February 13, 2003 and made pursuant to Section 207, Paragraph 58 of the Municipal Act, R.S.O. 1990 c.M.45 established a joint board of management known as the Georgian Trail Management Board (herein defined as the "Board") for the operation and management of the Trail and the term of this agreement has expired.

AND WHEREAS the Parties are permitted by Section 202 of the Act to enter into agreements to establish joint municipal service boards for the control and management of recreation services.

AND WHEREAS the Parties wish to enter into this Agreement to continue the Georgian Trail Management Board as a joint municipal service board under Section 202 of the Act and to set out the manner of operation of the Board for the control and management of the Trail.

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

### 1.0. Definitions

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

- a) “Act” means the *Municipal Act, 2001 .S.O. 2001, c.25*, as amended.
- b) “Association” means the Georgian Cycle & Ski Trail Association.
- c) “Association Representative” means an individual who is a director of the Association and who has been recommended by the Association to be a Director of the Board.
- d) “Board” means the Georgian Trail Management Board.
- e) “Council” means the municipal council of each of the Parties hereto.
- f) “Equipment” means all chattels to be used in operation of the Trail.
- g) “Municipal Representative” means an individual who is qualified to be elected as a member of Council, appointed by Council.
- h) “Participating Municipality” means each of Meaford, Collingwood and The Blue Mountains.
- i) “Parties” means Collingwood, The Blue Mountains and Meaford.
- j) “Personnel” means all persons acting as volunteers or who may be employed or under contract by the Board to assist in operation of the Trail.
- k) “Proportionate Interest” means a fraction, the numerator of which is the Total Current Value assessment of a Participating Municipality and the denominator of which is the total of the Total Current Value Assessment for all Participating Municipalities. The respective Total Current Value assessment for each Participating Municipality shall be taken from the Assessment Roll, said assessment compiled by the Ontario Property Assessment Corporation for taxation in the current budget year.
- l) “Proportionate Share” means, for each Participating Municipality, the amount obtained by multiplying the particular Participating Municipality’s Proportionate Interest for the

year in question by the annual operation budget for the Trail as established under Article 2.13(c) hereof.

- m) "Rerouting" means the relocation of any part of the Trail.
- n) "Trail" shall mean the bicycle path, cross country ski trail and recreational trail including municipal land adjacent to trail on 10 meters from trail centerline within owned by each municipality from the Town of Collingwood to the Municipality of Meaford as described in article 1.02.
- o) "Trail Portion" means that part of the Trail that lies wholly within a particular municipality.

All other capitalized terms shall have the meanings ascribed to them in this Agreement. Unless the context otherwise requires, in this Agreement words importing the singular include the plural and vice versa and words importing a gender include all genders.

### **1.02 Trail Description**

Established in 1989, the Trail is designed to take advantage of the old railroad bed, bridging and, most importantly, the lateral and natural drainage systems. Some 80 to 85 percent of the Trail was built upon the old rail bed. In the 32 kms from Collingwood to Meaford Harbour the Trail crosses some 30 intersecting roads. To protect Trail users and to discourage unauthorized access, visual/physical barriers along with control and information signs have been installed. The Trail is to be managed consistently from end to end, as annual grading, weed control and minor repairs are necessary to maintain a quality wear surface and extend its life as the screenings tend to migrate into the base and shoulders.

### **1.03 Continuity 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 Trail which lies within its municipal boundaries, save and except as for easements contemplated by Section 4.04.

## **ARTICLE 2 – ESTABLISHMENT – OPERATION OF BOARD**

### **2.01 Members**

The Board is hereby established as a joint municipal services board under Section 202 of the Act and shall consist of eight voting members appointed as follows:

- a. Six Municipal Representatives consisting of two Municipal Representatives appointed by the Council of each Party.
- b. Two Association Representatives who have been referred by the Association and have been approved by the Councils of all three Parties.

The appointment of a Municipal Representative shall continue until the expiry of the term of the current municipal Council or until the Council of a Party advises the Board in writing that the Municipal Representative has been terminated.

The Association Representative shall continue until written notice has been received from either the Association or the Council of a Party advising the Board that the Association Representative no longer has the approval of the Association or the Council of a Party.

### **2.02 Advisors to the Board (do not have voting rights)**

- a. One Trails Maintenance Inspector/Coordinator that is hired by the Board.
- b. One staff member from each municipality to provide technical support, assume operational responsibility and ensure compliance with approved trail standards.

The municipal staff shall be appointed by their respective CAO's and they will provide recommendations to the Board and their respective Councils.

### **2.03. Chair and Vice-Chair**

At each annual meeting of the Board, the members shall elect a Chair and a Vice-Chair for a one year term from among them and the Chair or Vice-Chair so elected shall preside at all meetings of the Board.

#### **2.04 Treasurer**

At each annual meeting the Board shall elect a Board Member as Treasurer for a one year term may engage an assistant treasurer from outside the Board to assist the Board Member in their duties at such remuneration as the Board determines such person not to be a member of the Board. The Treasurer shall receive accounts and present same to the Board for approval. The Board shall seek input from Municipal Treasurers to ensure that all financial practices are in compliance with general accounting practices.

#### **2.05 Secretary**

At each annual meeting the Board shall elect a Board Member as Secretary for a one year term and may engage an assistant secretary from outside the Board to assist the Board Member in their duties at such remuneration as the Board determines such a person not to be a member of the Board. The Secretary so appointed shall ensure the recording of minutes and maintenance of records of all meetings of the Board and shall also give notices to the members required to be given hereunder.

#### **2.06 Committees**

The Board may appoint Board Members to committees from time to time to gather and review information and make recommendations to the Board. Municipal staff should be assigned to these committees to provide technical and operational input.

#### **2.07 Meetings**

The members of the Board shall hold an annual meeting in each year not later than the last day of February in every calendar year for the purpose of considering reports, approving financial statements and electing officers. Additionally, the members of the Board shall meet not fewer than two (2) other times per year to discuss such business as the Chair may determine. The Chair may also call such other special meetings as the Chair considers necessary to properly transact business of the Board.

## **2.08 Place of Meetings**

The Place of Meetings shall be such a place as determined from time to time by the Chair.

## **2.09 Notice**

Notice of the time and place of each meeting shall be given to each member not less than five (5) days before the day on which the meeting is to be held specifying the nature of business to be transacted at such meeting. Notice shall be given by email to the email address given by each Board Member in writing, and signed by him or her, to the Secretary of the Board. In the absence of an email address, the Secretary shall give notice to the Clerk at the municipal office of each party who shall be responsible to notify the Council Representatives. Other forms of notices to the Board Members shall be considered to be gratuitous and do not constitute valid notice.

## **2.10 Quorum**

No meeting shall be valid unless a quorum of Board Members are present. A quorum shall consist of any five members of the Board whose membership on the Board remains valid as at the date of the meeting. If a quorum is not present within twenty (20) minutes of the time of commencement of the meeting, the meeting shall stand adjourned to be rescheduled at the call of the Chair and with appropriate notice given by the Secretary.

## **2.11 Votes**

At all meetings of the Board, questions shall be decided by a majority vote other than the question of termination which shall be dealt with as provided in Section 4.07 hereof.

## **2.12 Contracts and Documents**

Contracts, documents or instruments in writing shall be signed by any two of the Chair, Vice-Chair or Treasurer or any two persons specifically authorized by the Board to execute the document in question.

### **2.13 Banking**

The Board shall have one bank account under the name of the Board. This account shall require the signature of any two of the Chair, Vice-Chair or Treasurer.

### **2.14 Accounting**

To assist the Treasurer, the Board may request one of the Participating Municipalities to maintain the financial records of the Board. The annual statements shall be audited by a qualified municipal auditor in accordance with the accounting principles prescribed for Ontario municipalities by the Ministry of Municipal Affairs.

### **2.15 General Duties of Board**

#### **a. Trail Operation**

The general duties of the Board shall be to govern the overall operation of the Trail. For this purpose, the Board shall have power to review and award tenders, purchase equipment and recruit personnel as approved in the Budget. Tenders or bids shall be requested for all capital or major maintenance expenditures in accordance with established purchasing policies of the respective municipality where the work is being completed or the municipality assigned responsibility for sourcing the work.

#### **b. Trail Standards**

The Georgian Trail shall be built and maintained in accordance with the approved trail standards as outlined in Appendix "A". These trail standards should be reviewed by the Board annually and adjusted as required.

#### **c. Policies**

The Board shall establish policies governing the use and operation of the Trail. All policies passed by previous Boards remain in effect as summarized in the policy manual unless amended by the current Board.



**d. Annual Budget**

Each year during this Agreement prior to October 31<sup>st</sup>, the Board shall prepare:

i. An Operation Budget which shall include administrative costs, maintenance costs, an amount which will maintain maintenance reserve of 20% of the operational budget and a proposed 3 year forecast. Such budget shall be subject to the approval of the Council of each Participating Municipality and should said approval not be obtained, the budget shall be revised and once again submitted until approval of the Council of each Participating Municipality is received.

ii. Capital Forecast

A 5 year forecast for capital expenditures shall be prepared and submitted to the Participating Municipalities with the annual budget provided that a forecast is not binding upon any Council except that portion which has been adopted in a yearly Operational Budget approved in subsection (i).

iii. Reserve Accounts

a. Maintenance Reserves

Each year, as required, the Board shall include in the operational budget an amount to transfer to the Maintenance Reserve. The Maintenance Reserve will be held at a level equivalent to 20% of the Operational Budget excluding the Transfer to Maintenance Reserve, and should be reviewed annually. The Maintenance Reserve would be used only in circumstances where the operation of the trail has been severely affected by vandalism, accident or acts of God.

b. Capital Reserve

The Board shall establish a capital reserve fund for capital expenditures relating to the Trail. The purpose of the capital reserve fund is to accumulate funds over several years for the projects identified in the capital expenditures forecast under Article 2.13c(ii). Each Participating Municipality may determine on its own whether its share of the reserve funds will be held in a Board reserve account or in the Municipality's reserves. In either case, accumulated reserve funds must be available at times as determined by the Board.

Each year the amount to be added to the capital reserves must be approved by the Board and subject to the approval of the Council of each Participating

Municipality. In the event that a Council does not approve the amount to be added to the capital reserves, the Board will revise the capital budget and resubmit the capital budget for approval of the Council of each Participating Municipality.

iv. Over Expenditures

Should the Board determine that in any year there will be insufficient funds in the budget to cover all anticipated expenditures, it may submit a special assessment to the Council of each Participating Municipality for its approval and the payment of same shall require the approval of the Councils of all Participating Municipalities.

### **ARTICLE 3 – CONTRIBUTIONS**

#### **3.01 Annual Budgets**

After determination of the annual budget for the Trail operation in each year the same shall be submitted to each Participating Municipality for approval. Each Participating Municipality shall pay its proportionate share of the said annual budget by the 30<sup>th</sup> of June of each year.

#### **3.02 Special Assessments**

After approval by the Councils of all Participating Municipalities, each Participating Municipality shall forthwith pay its proportionate share of the special assessment whether operational or capital.

#### **3.03 Interest**

Interest shall accrue and be payable by a Participating Municipality on the proportionate share of such Participating Municipality at the Bank of Canada prime rate in the event that same remains unpaid third (30) days after same shall be due.

## **ARTICLE 4 – GENERAL**

### **4.01 Intended Uses**

The Trail is intended for uses such as walking, cross-country skiing and cycling. Any proposal to amend intended uses will be brought before all the Councils for approval

### **4.02 Prohibited Uses**

Motorized vehicles (other than for emergency purposes or Police) and hooved animals are prohibited from Trail use.

### **4.03 Insurance**

The Board shall, at its expense, obtain and keep in force, during the term of this Agreement, Comprehensive General Liability Insurance, including the following:

- a. A limit of general liability of not less than \$5,000,000.00;
- b. Each of the three municipal Parties to this agreement shall be named as additional insured Parties including all Board members, Association Representatives and Personnel;
- c. The policy shall contain a provision for cross liability in respect of the named insured Parties;
- d. Completed operations coverage;
- e. That sixty days prior notice of any alteration, cancellation or lapse in policy shall be given in writing to all three municipal Parties to this agreement;
- f. Owners protective coverage

The Board shall provide certified copies of the said policy to each municipality and shall advise each municipality of any claims made, changes in the coverage and any notices received affecting the insurance coverage.

### **4.04 Easements**

The Parties recognize that development may occur along the Trail and that from time to time easements or rights-of-way may be required for servicing properties or allowing access in order to permit such development. The Parties agree that they shall grant such easements where

required provided that in doing so the easements do not impact unreasonably upon the purposes of the Trail. Specifically, the Parties agree that easements may be granted for the purposes set out in Schedule "A" hereof.

#### **4.05 Rerouting & Road Crossings**

In the event that any of the Participating Municipalities wishing to relocate or improve road crossings along its Trail Portion, such rerouting or road crossing works shall be permitted on such terms as the Board may determine, and as long as the purpose of the Trail is not unreasonably impaired.

The cost of the approved rerouting or road crossing works will be the sole responsibility of the Participating Municipality requesting the works. Written notice of the Board decision shall be forwarded to the three Municipal Councils. The Board decision will require final approval from the directly affected Municipal Council, and a report for information purposes will be submitted to each of the other municipalities.

#### **4.06 Term**

This Agreement shall be in effect for a term of 10 years commencing on the 1<sup>st</sup> day January of the year 2011 and continuing until the December 31<sup>st</sup>, 2021 or as otherwise terminated in accordance with this agreement.

#### **4.07 Amendment of Agreement**

This Agreement shall not be amended except by a written agreement executed by all of the Parties hereto. A proposal to amend this agreement shall not be considered until at least fourteen days after a summary and reasons for the amendment have been delivered or sent by email to all of the Parties to this agreement. A decision by the Board shall not be binding upon any Party but shall be received as evidence of the advice of the Board to the Parties.

#### **4.08 Termination**

This Agreement shall not be terminated except by an agreement in writing executed by any of the duly authorized signing officers of two of the Participating Municipalities and served on the third Participating Municipality by personal service or registered mail at the municipal offices

for that municipality. A Board resolution signed by two of the three municipal representatives shall not be binding upon any of the municipalities. In the event that an agreement is entered into, the termination shall not take in effect until one full year 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 the Board and each municipal boundary, including improvements made.

#### **4.09 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 Trail and shall also constitute the adoption of the Georgian Trail Standards policy manual identified in Appendix A and Section 2.15(b) hereto.

#### **4.10 Binding**

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

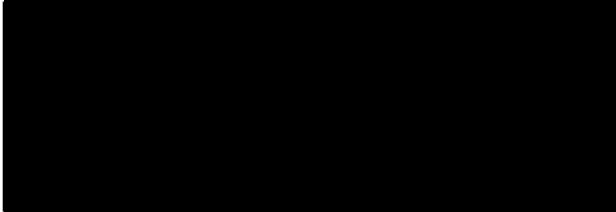
#### **4.11 Indemnity**

Each party shall indemnify and save harmless all Personnel and each Municipal Representative it appoints to the Board and all of the members shall jointly indemnify and save harmless the Association Representatives. Similarly, a Municipal Representative shall not look to any party except the party which appointed him or her.

IN WITNESS WHEREOF the parties have hereunder set their corporate seals attested by the hands of their duly authorized officers in that behalf.

THE CORPORATION OF THE TOWN OF COLLINGWOOD

Per: *[Handwritten Signature]*



THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Per:



THE CORPORATION OF THE MUNICIPALITY OF MEAFORD

Per:



M

Clerk

## SCHEDULE "A"

Easements may be granted for the following purposes:

- a) Public Utilities
- b) Hydro
- c) Watermains
- d) Sewers
- e) Telephone & Communications
- f) Cable TV
- g) Natural Gas Line
- h) Ministry or Government of Canada or Ontario
- i) Conservation Authority
- j) Municipal Requirements
- k) Municipally approved Private Utilities
- l) Snow Making Lines
- m) New Road Crossings

# Georgian Trail

## Standards

2011

2011

Jointly approved by;  
Municipality of Meaford,  
Town of The Blue Mountains  
Town of Collingwood



# Table of Contents

Section A:	Trail Development Standards
Section B:	Trail Maintenance
Section C:	Trail Repair and Hazard Marking

## Section A: Trail Development Standards

### **2.1 TRAILS**

#### **2.1.1 INTENDED USE**

It is intended that the trail be barrier free (i.e wheelchair accessible).

Tri Party approved uses include the following:

Walking/hiking

Cross-country skiing

Bicycling

Snowshoeing

Trail Management is planned to be under the control of the Georgian Trail Board of Management.

#### **2.1.2. SURFACING**

It would be desirable for the surface to be 50mm (2") hard packed limestone screenings (stone dust) over up to 125mm (5") compacted granular base over the existing leveled-off rail bed.

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

Some urban sections of the trail may be upgraded from time to time to a hard, smooth surface such as asphalt or recycled material.

#### **2.1.3. WIDTH**

Average width of the trail will be 4m (13'): enough width for several people to comfortably pass each other whether on foot, in a wheelchair, riding a bicycle, cross-country skiing, or snowshoeing.

Trail to be 5 to 5.5m wide where it passes through urban areas. (signs should be posted in these areas indicating a reduced speed for cyclists).

Trail shoulder area where grade at side of trail begins to slope down will be approximately 0.6m (2') wide.

#### **2.1.4. CLEARANCE**

3.5 m (11.5') is preferred average vertical clearance for full width of trail to allow for emergency vehicle access.

Note that the width of trail clearing in areas of evergreen trees and underbrush growth should be increased to reduce the need for constant trimming of encroaching branches and to increase visibility and perceived safety for the trail user.

Dense vegetation, tall weeds and grasses should be cut back approximately 1 m (3') on either side of the trail.

#### **2.1.5. ACCESS BARRIERS**

Barriers will be placed at entrance points to the trail.

Typically Boulders will be used for physical barriers at access points, these barriers will be placed in a manner that allows the access of service and emergency vehicles.

#### **2.1.6. ROAD CROSSINGS**

Trail should cross all main roads at or close to right angles if allowed by trail property boundaries.

Appropriately sized culverts should be installed or existing culverts extended to provide for trail re-alignment at road crossings while accommodating roadside drainage.

There should be signage and road markings to warn vehicles of trail crossing ahead.

Signage to warn trail users of road crossing ahead should also be placed 10 Meters distance from crossing.

#### **2.1.7. DRAINAGE COURSE CROSSING AND RESIDENTIAL ACCESS POINTS**

All access points to the trail require approval from the Board

Crossings require a minimum of 36" width and clear zones on each side of access points by 24" .

Steep slopes must be avoided for entrance or access to and from private property.

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

Encroachment permits are required when using Ministry of Transportation Lands.

### **2.2 VIEWING/RESTING AREAS**

#### **2.2.1 INCIDENCE**

Provide rest areas adjacent to the trail, where appropriate.

Create viewpoints in appropriate locations where there are interesting views or at points of interest (historical significance) such as former railway depot in Craighleith, views or Escarpment and Georgian Bay.

Rest areas should be compatible with surrounding environment.

Rest areas will use consistent approved benches.

## **2.3. SIGNAGE**

### **2.3.1 CONSISTENT WITH REGIONAL TRAILS**

All trail signage should comply with approved signage details. All signs will include the logo of each municipality.

### **2.3.2. TRAIL HEAD / KIOSK**

Sections of the Georgian Trail may include a Trail Head / Kiosk. These features may include:  
Clearly identify Georgian Trail name and specific section.

Simple map of trail showing – adjacent communities, neighbourhoods, landmarks/attractions related to the trail; - distances and approximate walking times for each section of the trail; - trail access points; - parking locations.

Small map of linking trail networks.

Trail regulations – communicated in a positive manner (i.e. outline allowed use rather than prohibited use), trail etiquette;

Interpretive information – some highlights or features to watch for on the trail; - interesting points of natural or cultural history relevant to the area, historic photographs or railway, stations, origin of place and names;

911 emergency number location and Global Positioning System coordinates for trail head.

### **2.3.3. ACCESS POINTS**

Clearly identify the Georgian Trail Network;

Communicate trail etiquette;

911 emergency number location and Global Positioning System coordinates for trail head.

### **2.3.4. EMERGENCY NUMBERING**

Clearly identify trail access points on municipal, county and Kings roads and roadways in accordance with the Grey County 911 policy.

### **2.3.5. DECISION POINTS**

Directional signage relating to the landmarks, and other places identified on the Trail Head and Access Point maps (e.g. “To the Silver Creek Trail” – “To the Beaver River Trail”).

All signage will be consistent throughout the entire trail.

### **2.3.6. TRAIL DISTANCE MARKERS**

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

East Edge of Meaford and West Edge of Collingwood should be designated Start and Finish.

### **2.3.7. CROSSING SIGNS**

Clearly identifying impending road crossings and authorized laneways, service roads, etc. along the trail.

### **2.3.8. INTERPRETIVE SIGNAGE**

The Board may wish to consider the cultural, natural, industrial significance as themes of interpretive signs.

All signs will be consistent size, material, colours and font.

All signs will include the logos of each of the three municipal partners.

## **SECTION B: TRAIL MAINTENANCE**

### **3.1 MAINTENANCE TASKS**

#### **3.1.1. EVERY SECOND YEAR**

Top up of surfacing where needed.

#### **3.1.2. ANNUAL**

Spring clean-up and removal of debris from culverts and ditches;  
Removal of winter accumulation of garbage;  
Inspection and re-establishment of day- lighting at all intersections;  
Pruning back heavy growth at trail edges.

#### **3.1.3. SEMI-ANNUAL**

Trail grooming: grading/leveling of surfaces where required;  
Noxious weed control (or as required by recommendation of staff)

#### **3.1.4. MONTHLY**

Complete and retain a trail inspection report during of active trail use.  
Inspection of signage, benches, and other trail amenities;  
Trail-side maintenance;  
Repair damage to trails and trail verges from heavy use and/or cycling.  
Clean up and remove any garbage along trails.

#### **3.1.5. AS -REQUIRED**

Repair or replace damaged signs, barriers, structures and other trail amenities;  
Remove any fallen trees from across trails and removal of any potentially dangers.

## **3.2 TRAIL RESURFACING**

### **3.2.1 TRAIL RESURFACING**

Prior to any resurfacing project, users will be notified a minimum of three weeks before works commence. Consistent signage and advertising on Municipal Websites, appropriate newspapers, as well trail signage will be placed. Closure of trail sections during resurfacing will be required.

Prior to any trail resurfacing project, all organic matter must be removed to a minimum depth of 38mm to ensure that growth of vegetation does not occur prematurely after resurfacing. Resurfacing will be limited to a maximum of 76mm of limestone screening. Immediately after application of screenings compaction is required, compaction to a finished resurfaced depth of a minimum of 63.5mm.

Grading of edges must be feathered to ensure no drop off areas exist.

All resurfacing works will be scheduled by specific municipal specific staff; all works will require sign off for completion and approval of payment based on satisfactory work.

### **3.2.2. Ditching and Drainage Works**

Prior to project development, discussions and site visit with appropriate drainage staff is required to ensure appropriate planning of works, as well as all required permits are in place. Prior to any ditching project, users will be notified a minimum of three weeks before works commence. Consistent signage and advertising on Municipal Websites, appropriate newspapers, as well trail signage will be placed. Closure of trail sections during ditching will be required.

Drainage Courses/ditches will be maintained free of obstructions and debris. Proactive annual removal of established vegetation will be part of work plan and schedule early spring and late fall periods.

### **3.2.4 Maintenance of Travelled Portion of Trail**

The Trail requires maintenance that includes cutting back of trees, shrubs, brush, and vegetation to maintain a minimum of 3 meter obstruction free pathway.

Ongoing clearing and stumping of travel portions as well as ditches will be consistent throughout the entire length of the trail.

### **3.2.3. Maintenance of Trail canopy**

Ongoing pruning of Trail canopy will be part of the typical ongoing inspection. The standard of a 12' obstruction free canopy will be the objective.

Prior to any major pruning project, users will be notified a minimum of three weeks before works commence. Consistent signage and advertising on Municipal Websites, appropriate newspapers, as well trail signage will be placed. Closure of trail sections during major pruning will be required.

## **SECTION C:**

### **Trail Repair and Hazard Markings**

Trail repairs are to be made promptly and hazards are to be marked by Staff. Photo documentation and mapping of required repair areas will be attached to inspection Report.

The best efforts of having staff respond within 1 business day from time of report of required repair or maintenance is desired. Inspection of reported issue is mandatory, marking or sectioning off the area may be needed. If repair or maintenance is required, works should be completed as soon as possible with documentation of work performed as well as mapping of area repaired to log a potential problem area.

The following is the Trail Inspection Report to help ensure that the developed trail is repaired and hazards are marked in an efficient manner.