

TOWNSHIP OF SOUTH GLENGARRY

REGULAR MEETING OF COUNCIL

AGENDA

Tuesday, July 2, 2024, 7:00 PM

Electronic Meeting

	Pages
1. CALL TO ORDER	
2. O CANADA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF AGENDA	
Additions, Deletions or Amendments	
All matters listed under the Consent agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.	
5. APPROVAL OF MINUTES	
5.a Special Meeting Minutes - June 17th, 2024	3
5.b Previous Meeting Minutes: June 17th, 2024	6
6. PRESENTATIONS AND DELEGATIONS	
6.a Application for Dispensation from Water/Sewer Fee Hook-Ups (JH)	11
7. ACTION REQUESTS	
7.a South Beech Subdivision and Subdivision Agreement Approval (JH)	14
7.b Summerstown Estates Parkland (SH)	61
7.c Acceptance of Peanut Line Options Analysis Report (SH)	64
7.d Procurement 2024-07 Supply of Standby Generators (DR)	309
8. BY-LAWS	
8.a Funding Agreement for the Renewed Canada Community-Building Fund, 2024-2034	312
9. ITEMS FOR CONSIDERATION	
9.a SUPPORT RESOLUTION: Royal Assent of AMPS in Building Code	339
10. CONSENT AGENDA	
10.a RESOLUTION - Infrastructure in Small Municipalities (North Glengarry)	340

- 11. CLOSED SESSION
 - 11.a HR Matter
 - 11.b A proposed or pending disposition of land
- 12. CONFIRMING BY-LAW
- 13. ADJOURNMENT

342

**TOWNSHIP OF SOUTH GLENGARRY
SPECIAL MEETING MINUTES**

**June 17, 2024, 5:30 p.m.
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

PRESENT: Mayor Lachlan McDonald
Deputy Mayor Martin Lang
Councillor Stephanie Jaworski
Councillor Sam McDonell
Councillor Trevor Bougie

STAFF PRESENT: GM Building, By-law & Enforcement Joanne Haley
Acting CAO & Fire Chief Dave Robertson
GM of Infrastructure Sarah McDonald
Deputy Clerk Kayce Dixon
Acting Clerk Kim Casselman

1. CALL TO ORDER

Resolution No. 2024-187

Moved by Deputy Mayor Lang
Seconded by Councillor Bougie

BE IT RESOLVED THAT the June 17th, 2024 Special Council Meeting of the Township of South Glengarry now be opened at __5:32____ pm

CARRIED

2. APPROVAL OF AGENDA

Resolution No. 2024-188

Moved by Councillor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as • presented or as ○ amended.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVAL OF MINUTES

5. PRESENTATIONS AND DELEGATIONS

6. ACTION REQUESTS

6.1 Delay of Regular June 17th, 2024 Council Meeting to 8:00pm

Resolution No. 2024-189

Moved by Councillor Jaworski
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT the Township of South Glengarry regular council meeting begin at 8:00pm on Monday June 17th, 2024.

CARRIED

- 7. BY-LAWS
- 8. ITEMS FOR CONSIDERATION
- 9. CONSENT
- 10. CLOSED SESSION

Resolution No. 2024-190

Moved by Councillor Bougie
Seconded by Councillor Jaworski

BE IT RESOLVED THAT Council convene to Closed Session at __5:36 pm__ to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001: (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(b) personal matters about an identifiable individual, including municipal or local board employees;

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

Specifically: Instructions for negotiations

CARRIED

Resolution No. 2024-191

Moved by Deputy Mayor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT Council rise and reconvene at _6:50pm__ pm into open session without reporting.

CARRIED

Resolution No. 2024-192

Moved by Councillor McDonell
Seconded by Councillor Bougie

BE IT RESOLVED that Administration be directed to carry out all actions as specified in the Closed Session minutes.

CARRIED

- 11. CONFIRMING BY-LAW

Resolution No. 2024-193

Moved by Councillor Jaworski
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT By-law 2024-42, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 17th day of June, 2024.

CARRIED

12. ADJOURNMENT

Resolution No. 2024-194

Moved by Deputy Mayor Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at _6:50_____ pm.

CARRIED

Mayor

Clerk

**TOWNSHIP OF SOUTH GLENGARRY
REGULAR MEETING MINUTES**

**June 17, 2024, 8:00 p.m.
Tartan Hall - Char-Lan Recreation Centre
19740 John Street, Williamstown**

PRESENT: Mayor Lachlan McDonald
Deputy Mayor Martin Lang
Councillor Stephanie Jaworski
Councillor Sam McDonell
Councillor Trevor Bougie

STAFF PRESENT: Acting CAO and Fire Chief Dave Robertson
GM Building, By-law & Enforcement Joanne Haley
Director of Parks, Recreation & Culture Sherry-Lynn Servage
GM of Infrastructure Sarah McDonald
GM of Finance/ Treasurer Kaylyn MacDonald

Deputy Clerk Kayce Dixon

1. CALL TO ORDER

Resolution No. 2024-195

Moved by Deputy Mayor Lang
Seconded by Councillor Bougie

BE IT RESOLVED THAT the June 17th, 2024 Council Meeting of the Township of South Glengarry now be opened at ____8:00____ pm

CARRIED

2. O CANADA

3. DISCLOSURE OF PECUNIARY INTEREST

4. APPROVAL OF AGENDA

The following items have been pulled for discussion from the consent agenda:

10. A. CA-INF-Special Meeting for AMP (June 2024) (SM)

10. B. CA-INF-Large Item Pickup Week (June 2024) (SM)

Resolution No. 2024-196

Moved by Councillor Jaworski
Seconded by Councillor McDonell

BE IT RESOLVED THAT the Council of the Township of South Glengarry approve the agenda as ○ circulated or • amended.

CARRIED

5. APPROVAL OF MINUTES

Resolution No. 2024-197

Moved by Deputy Mayor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT the minutes of the following meetings be adopted as circulated:

- Previous Meeting Minutes: June 3rd, 2024

CARRIED

5.1 Previous Meeting Minutes - June 3, 2024

6. PRESENTATIONS AND DELEGATIONS

6.1 Funding for Generator at Glen Cairn Lodge (Maryann Danaher)

Requesting 25,000\$ for the cost of the generator.

Cornwall City Housing refused to provide funding as the owners of the lodge are the board members.

The retired teachers association just received an application for a grant from the lodge.

Staff has been directed to provide a report to council with regards to the costs and if we could provide ongoing financial assistance.

6.2 Char-Lan Skating Club National Award (Stephanie Slinger)

7. ACTION REQUESTS

7.1 Williamstown Fair – Requested Items (SH)

Resolution No. 2024-198

Moved by Councillor Bougie
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Staff Report 2024-071 be received and that the Council of the Township of South Glengarry approve the Williamstown Fair requests from the St. Lawrence Valley Agricultural Society for the 2024 Williamstown Fair.

CARRIED

7.2 CLRC Sponsorship Agreements (SH)

Resolution No. 2024-199

Moved by Councillor Jaworski
Seconded by Councillor Bougie

BE IT RESOLVED THAT Staff Report 2024-069 be received and that the Council of the Township of South Glengarry direct administration to renew the advertisement agreements as per the 2023/2024 ice season with the applicable updates.

CARRIED

8. BY-LAWS

8.1 Proposed Property Standards By-Law (PM & JH)

Resolution No. 2024-200

Moved by Councillor McDonell

Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Staff Report 2024-072 be received and that By-law 2024-39 being a by-law to prescribe standards for the maintenance and occupancy of property within the Township of South Glengarry, be read a first and second time in Open Council this 17th of June, 2024.

CARRIED

8.2 Appointment of Acting Clerk (DR)

Resolution No. 2024-201

Moved by Deputy Mayor Lang

Seconded by Councillor Jaworski

BE IT RESOLVED THAT Staff Report 2024-073 be received and that By-law 2024-41, being a by-law to appoint Kimberley Casselman as acting clerk for the Township of South Glengarry be read a first, second and third time, passed, signed and sealed in open council this 17th day of June 2024.

CARRIED

9. ITEMS FOR CONSIDERATION

9.1 Junior B - Glengarry Brigade Update (SH)

10. CONSENT AGENDA

Resolution No. 2024-202

Moved by Councillor Bougie

Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT Council accepts the items listed on the Consent Agenda.

CARRIED

10.1 CA-INF-Special Meeting for AMP (June 2024) (SM)

Council voted to have a virtual meeting on Thursday June 27th at 5pm.

10.2 CA-INF-Large Item Pickup Week (June 2024) (SM)

10.3 MINUTES - RRCABoardMtgSummary21May2024

10.4 LETTER - Ban Glyphosate (Sandy Boates)

10.5 LETTER - Royal Assent of AMPS in the Building Code Act (Lake of Bays)

Council directed administration to provide a support resolution for next meeting.

10.6 LETTER - Thank you (Holy Trinity)

- 10.7 LETTER - Update (Enbridge)
- 10.8 RESOLUTION - Affordability of Water and Wastewater Systems (County of Renfrew)
- 10.9 RESOLUTION - Assessment Cycle (Callander)
- 10.10 RESOLUTION - Rural Affordability of Water and Wastewater Systems (Pelee)
- 10.11 RESOLUTION - Sustainable Infrastructure Funding for Small Rural Municipalities (Pelee)

11. CLOSED SESSION

Resolution No. 2024-203

Moved by Councillor Bougie
Seconded by Councillor Jaworski

BE IT RESOLVED THAT Council convene to Closed Session at _9:18_____ pm to discuss the following item(s) under Section 239 (2) of The Municipal Act S.O. 2001: (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(d) labour relations or employee negotiations;

Specifically: Employee Negotiations

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

Specifically: Ongoing Litigation

CARRIED

Resolution No. 2024-205

Moved by Deputy Mayor Lang
Seconded by Councillor McDonell

BE IT RESOLVED THAT Council rise and reconvene at _10:22_____ pm into open session without reporting.

CARRIED

Resolution No. 2024-206

Moved by Councillor McDonell
Seconded by Councillor Bougie

BE IT RESOLVED that Administration be directed to carry out all actions as specified in the Closed Session minutes.

CARRIED

11.1 Employee Negotiations

11.2 Ongoing Legal Case

12. CONFIRMING BY-LAW

Resolution No. 2024-207

Moved by Councillor Jaworski
Seconded by Deputy Mayor Lang

BE IT RESOLVED THAT By-law 2024-40, being a by-law to adopt, confirm and ratify matters dealt with by resolution be read a first, second and third time, passed, signed and sealed in open council this 17th day of June, 2024.

CARRIED

13. ADJOURNMENT

Resolution No. 2024-208

Moved by Deputy Mayor Lang
Seconded by Councillor Jaworski

BE IT RESOLVED THAT the Council of the Township of South Glengarry adjourn to the call of the chair at _10:23_____ pm.

CARRIED

Mayor

Clerk

Paul D. Syrduk, B.A., LL.B.
Tel: 1-613-347-2423
1-613-347-2424
1-613-347-2425
Fax: 1-613-347-7118
Email: paulsyrduk@gmail.com

Paul D. Syrduk
Professional Corporation
BARRISTERS, SOLICITORS, NOTARIES

P.O. Box 9
10 Oak Street
Lancaster, Ontario
K0C 1N0

June 24, 2024

VIA EMAIL
VIA HAND DELIVERED

Township of South Glengarry
6 Oak Street PO Box 220
Lancaster, Ontario
K0C 1N0

Attention: Ms. Joanne Haley General Manager- Planning, Building & Enforcement

Dear Ms. Haley:

Re: Lancaster Lodge Number 207 G.R.C Ancient Free and Accepted Masons
Application for Dispensations from Water/Sewer Fee hook-ups

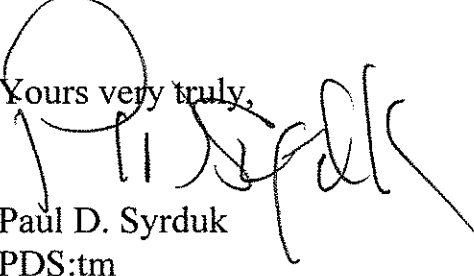
Please consider this letter to be our request to be put on the agenda for July 2, 2024 Council meeting with respect to giving a presentation to have the water and sewer hookup fees as described by Mr. Seguin, attached hereto, waived on the basis of being a nonprofit community minded fraternal organization and having limited resources for the construction of the new Lodge in the Village of Lancaster on Maple Street. This will enable the Lancaster Masonic Lodge to continue the tradition that has existed in the area for well over 150 years giving back to the community through its members.

With the help of the Township we have already been able to jump many hurdles in the past year to get to where we are in a position to obtain a building permit and construct the building.

We can advise that much of the work done from a legal, designing, and construction preparation has been done on a voluntary basis. In addition we have secured a grant from the Federal Government to assist us. The benefit of a Waiver

of the water and hook-up charges would be a further giant step in reaching our goal.

We look forward to making the presentation before Council on July 2, 2024 and thank you for your anticipated cooperation.

Yours very truly,

Paul D. Syrduk
PDS:tm

Encl.



Paul Syrduk <paulsyrdud@gmail.com>

Re: Proposed Masonic Lodge

1 message

Paul Syrduk <paulsyrdud@gmail.com>

Tue, Jun 18, 2024 at 3:47 PM

To: Dillen Seguin <dseguin@southglengarry.com>

Cc: Joanne Haley <jhaley@southglengarry.com>, Erica Rose Burgess <eburgess@southglengarry.com>

Thanks Dillon;
Much appreciated.

Paul D. Syrduk Professional Corporation**Barristers, Solicitors, Notaries****PO Box 9, 10 Oak St.****Lancaster ON K0C 1N0****Phone: 613-347-2423****Fax: 613-347-7118**

On Tue, Jun 18, 2024 at 3:34 PM Dillen Seguin <dseguin@southglengarry.com> wrote:

Hi Paul,

Thank You for the quick confirmation.

Erica,

For this type of use with no additional residential units attached to the building, please charge the minimum of 1 impost fee at the rate for Lancaster of \$10,506.00 (Water/Sewer)

For the connection fee, please charge the \$825.00 for inspection fees and the water meter cost.

Thank You,

Dillen Seguin

Director of Water/Wastewater Operations

T: 613-931-3036 F: 613-931-3340

dseguin@southglengarry.com

**SOUTH
GLENGARRY***Ontario's Celtic Heartland*

3. The subject property is located on the south side of South Beech Street, west of Military Road (County Road 34). It is formerly known as the playground for St. Joseph's French Catholic Elementary School. It is currently vacant; it is approximately 6.24 acres (2.5 hectares) in size and approximately 1.9 acres (0.8 hectares) is proposed to be developed. The surrounding lands are characterized as vacant land to the west, residential and institutional uses to the north, vacant land and the municipal water treatment building to the east and the Highway 401 to the south.
4. On March 10, 2022, the United Counties issued draft plan approval subject to 38 conditions, see attached.

ANALYSIS:

5. The Township of South Glengarry had several draft plan conditions that the developer was required to fulfill. The developer and/or the proposed subdivision agreement have satisfied all South Glengarry's draft plan conditions. The attached subdivision agreement has been prepared by administration utilizing our solicitor's approved template and has been reviewed by the developer. The developer agrees with the proposed agreement and is prepared to enter into the agreement accordingly.
6. Once all of the draft plan approved conditions have been cleared the United Counties Director of Planning and Economic Development Services will issue final subdivision approval. The M-Plan (Plan of Subdivision) will then be registered, followed by the Subdivision Agreement.
7. Once the developer has met the applicable conditions of the subdivision agreement, building permits will be able to be issued.

IMPACT ON 2024 BUDGET: N/A

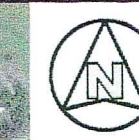
ALIGNMENT WITH STRATEGIC PLAN: N/A

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-079 be received and that the Council of the Township of South Glengarry recommends to the United Counties of Stormont, Dundas and Glengarry's Director of Planning and Economic Development Services to issue final approval for the Draft Plan of Subdivision known as South Beech Street Subdivision, legally described as Part of Lot L, Concession 1 Front, in the geographic Township of Charlottenburgh, now in the Township of South Glengarry, County of Glengarry, authorizes administration to clear

the Township draft plan conditions and authorizes the Mayor and Clerk to execute the Subdivision Agreement.

**Recommended to Council for
Consideration by:
Acting CAO Dave Robertson**



(FORMERLY CHARLOTTENBURGH TOWNSHIP)
TOWNSHIP OF SOUTH GLENGARRY
COUNTY OF GLENGARRY, ONTARIO

ADDITIONAL INFORMATION AS
REQUIRED UNDER SECTION 51,
PLANNING ACT

- A) AS SHOWN ON DRAFT PLAN
- B) AS SHOWN ON DRAFT PLAN
- C) AS SHOWN ON DRAFT PLAN
- D) REFER TO SCHEDULE OF LAND USE E) AS SHOWN ON DRAFT PLAN
- F) AS SHOWN ON DRAFT PLAN
- G) AS SHOWN ON DRAFT PLAN
- H) MUNICIPAL WATER SERVICE
- I) CLAY/BOULDERS
- J) AS SHOWN ON THE DRAFT PLAN
- K) HYDRO. BELL, CABLE, NATURAL GAS, SANITARY SEWER, WATERMAIN.
- L) REFER TO SCHEDULE OF LAND USE

I HEREBY AUTHORIZE THIS DRAFT PLAN OF
SUBDIVISION TO BE SUBMITTED TO THE MINISTER
OF MUNICIPAL AFFAIRS FOR APPROVAL.

Sept 3/2
DATED

Ryan Flar
RYAN FLAR

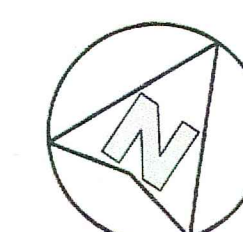
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE
LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP
TO THE ADJOINING LANDS ARE CORRECTLY SHOWN.

Sep. 2, 20

RON M. JASON
ONTARIO LAND SURVEY

2021/08/25	2	RE-ISSUED FOR DRAFT PLAN APPROVAL
2021/07/29	1	ISSUED FOR REVIEW
DATE	No.	REVISION

THE DRAWINGS, ARRANGEMENTS, ANNOTATIONS AND GRAPHICAL PRESENTATION ON THIS DOCUMENT ARE THE PROPERTY OF EVB ENGINEERING WHO RETAINS OWNERSHIP AND AUTHORSHIP OF THIS DOCUMENT IN ITS ENTIRETY. THIS DOCUMENT IS AN INSTRUMENT OF SERVICE AND IS THE INTELLECTUAL AND PHYSICAL PROPERTY OF EVB ENGINEERING. AUTHORIZED USE OF THIS DRAWING IS GRANTED SOLELY FOR THE PURPOSE OF THIS SPECIFIC PROJECT AND LOCATION, AND NOT FOR CONSTRUCTION OR USE FOR ANY OTHER PROJECT.
COPYRIGHT © 2021 EVB ENGINEERING.



800 SECOND STREET WEST
CORNWALL, ONTARIO CANADA, K6J 1H6
TEL: 613-935-3775 | FAX: 613-935-6450
WEBSITE: EVBEngineering.com

CLIENT

TFG DEVELOPMENT INC.

PROJECT

LANCASTER SUBDIVISION

TITLE:

DRAFT PLAN

SCALE:	JOB NO:
1:500	21077
DESIGNED BY:	DATE:
J.E.	2021/07/29
DRAWN BY:	DRAWING NO.
K.B.W.	DP1.1
CHECKED BY:	
J.F.	

SCHEDULE OF LAND USE

DWELLING TYPE OR LAND USE	NUMBER OF LOTS	NUMBER OF DWELLING
SINGLE		
SEMI-DETACHED	6	12
STREET BLOCK	3	
FOURPLEX	1	4

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

The United Counties of Stormont, Dundas and Glengarry's ("The United Counties") conditions and amendments to final plan approval for registration of this Subdivision file No. 01-SG-S-2021 are as follows:

No. **Condition**

1. That this approval applies to the Draft Plan of Subdivision, prepared by EVB Engineering and Ron M. Jason Ontario Land Surveyor, dated September 2, 2021, which shows the following:
 - a. 7 residential lots (Lots 1 to 7):
 - i. 6 semi-detached lots (Lots 1 to 6 - 12 dwellings);
 - ii. 1 fourplex lot (Lot 7 - 4 dwellings).
 - b. 3 blocks;
2. That prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager - Planning, Building & Enforcement and General Manager – Infrastructure Services;
3. That the Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a preconstruction meeting has been held with Infrastructure Department staff and until the Municipality issues a Commence Work Notification;
4. That the Owner enters into a subdivision agreement with the Township of South Glengarry that is consistent with the Township's approved Subdivision Design Guidelines and said agreement shall be registered against the land to which it applies once the plan of subdivision has been registered;
5. That the Owner agrees in writing to satisfy all standard requirements, financial and otherwise, of the Township of South Glengarry concerning the provision of roads,

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

installation of services, storm water and drainage. All standard requirements must be consistent with the Township's approved Subdivision Design Guidelines;

6. That the Owner convey up to 5% of payment in lieu of the value of the land as per the Planning Act, Section 51.1 subsection 1 and 3;
7. That the owner submits a Noise Study, certified by a Professional Engineer, to the satisfaction of the municipality. The recommendations of the Noise Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality;
8. That the Subdivision Agreement between the Owner and the municipality indicates that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority and must be a minimum of one meter in width for utilities and a minimum of 3 meters in width for drainage purposes;
9. That the Subdivision Agreement between the Owner and the municipality include the requirement for dust control and the cleaning of South Beech Street during the construction of the infrastructure;
10. That the Subdivision Agreement between the Owner and the municipality contain phasing arrangements to the satisfaction of the municipality if required;
11. That prior to final approval, the approval authority be advised that this proposed plan of subdivision conforms to the zoning by-law in effect;
12. That any dead ends and open sides of the road allowance created by this draft plan that abut adjacent lands, shall be terminated by 0.3 metre reserves to be conveyed to, and held in trust by, the municipality;

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

**Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front**

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

-
13. That the owner agrees to prepare and submit a Storm Water Management Plan and describe how it is to be implemented in accordance with the current Stormwater Management Best Management Practices to the satisfaction of the Township of South Glengarry and Raisin Region Conservation Authority. The plan should address both water quality and quantity concerns and any impact to the receiving watercourse. The plan should consider proposed on-lot controls to reduce the rate of runoff and minimize contaminant transportation. Models, assumptions and calculations of pre and post development runoff are to be included with this submission. Total suspended solids (TSS) should meet normal protection measures at a minimum of 80% removal;
 14. That the owner agrees to prepare and submit a Lot Grading and Drainage Plan (incl. Erosion and Sediment Control Measures) and indicate how it is to be implemented to the satisfaction of the Township of South Glengarry;
 15. That the Subdivision Agreement between the owner and the municipality be consistent with By-Law 24-11 known as the "Water and Wastewater Capacity Allocation By-Law";
 16. That the Owner shall submit a Geotechnical Study, certified by a Professional Engineer, to the satisfaction of the Municipality. The recommendations of the Geotechnical Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality;
 17. That the Owner shall bear the expense of all off site works resulting from the approved public works design where such works are not subsidized under the Policies and By-Laws of the Municipality;
 18. That the Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on-street parking opportunities;
 19. That the Owner agrees to reimburse the Municipality for the cost of any Peer Reviews of the Studies or Reports submitted in support of the proposed Plan of Subdivision;

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

-
20. That prior to Final Approval, all recommendations of the Servicing Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality;
21. That the Owner submit for the Municipality's approval a detailed breakdown of construction costs for the works associated with the development of this plan, including any cash surcharges or special levies. The construction cost estimate shall be prepared and stamped by a professional engineer. The cost estimate shall be submitted for incorporation into Subdivision Agreement;
22. That the Owner satisfy all technical, financial and other requirements of all Utilities (i.e. Hydro, Bell, Cable, Natural Gas, etc.);
23. That a stormwater management report be prepared by a qualified professional to the satisfaction of the Raisin Region Conservation Authority. The report shall identify a mitigation plan to attenuate post-development peak flows to pre-development conditions for 1:5-year and 1:100-year storm events; and ensure post-development runoff water quality is treated to a minimum of 80% TSS removal. The report shall also identify suitable maintenance measures to ensure the ongoing efficacy of any proposed stormwater management system;
24. That a sediment and erosion control plan shall be prepared to the satisfaction of the Raisin Region Conservation Authority. The plan shall provide details of sediment and erosion control measures. The plan shall also provide details on maintenance and inspection, during the construction phase and continuing through until onsite vegetation is established;
25. That a Lot Grading and Drainage Plan shall be prepared by a qualified professional to the satisfaction of the Raisin Region Conservation Authority. The plan shall indicate the proposed building envelopes, lot grading, drainage patterns, finished floor elevations,

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

stormwater management features and outlets, and setbacks to watercourses and floodplains (where applicable);

26. That the subdivision agreement shall provide that stormwater management plan, sediment and erosion control plan, and the lot grading and drainage plans as prepared to the satisfaction of the Raisin Region Conservation Authority shall be implemented;
27. That the planning review and technical review fees as invoiced by the Raisin Region Conservation Authority shall be paid;
28. That the Owner engage a consultant to undertake an analysis of noise. Any acoustic fencing to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area.

If applicable, ground-borne vibration transmission is to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling

Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant;

29. That the Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that any noise and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN;
30. That the Owner enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement;

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

-
31. That the Owner be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN;
 32. That the owner/developer provide to Union Gas the necessary easements and/or agreements required by Union Gas for the provision of gas services for this project, in a form satisfactory to Enbridge;
 33. That the Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost;
 34. That prior to final approval by the United Counties, the Municipality advises the United Counties in writing that Conditions 1 through 22 have been satisfied and how they have been satisfied;
 35. That prior to final approval by the United Counties, RRCA advises the United Counties in writing that Conditions 23 through 27 have been satisfied and how they have been satisfied;
 36. That prior to final approval by the United Counties, CNR advises the United Counties in writing that Conditions 28 through 31 have been satisfied and how they have been satisfied;
 37. That prior to final approval by the United Counties, Enbridge advises the United Counties in writing that Condition 32 has been satisfied and how it has been satisfied;
 38. That prior to final approval by the United Counties, Bell Canada advises the United Counties in writing that Condition 33 has been satisfied and how it has been satisfied.

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

NOTES TO DRAFT APPROVAL

1. The Township of South Glengarry:
 - a. The Township of South Glengarry advises the Owner that no construction of any infrastructure, including but not limited to, roads, water and wastewater, ditches, utilities etc. within the proposed rights-of-ways (and off site) commence prior to the registration of the plan of subdivision or any phase of the plan of subdivision;
2. Canadian National Railway:
 - a. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way";
 - b. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway;
3. Bell Canada:
 - a. It shall also be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

4. Canada Post:
 - a. That these seven lots will be serviced by PO Boxes in the town of Lancaster.
5. It is the Owner's responsibility to fulfill the conditions of draft approval to ensure that the required clearance letters are forwarded by the appropriate agencies to the United Counties, quoting the subdivision file number.
6. At any time prior to final approval of this draft plan of subdivision, the United Counties, at its discretion and in accordance with Section 51(44) of the *Planning Act*, may withdraw the approval of the draft plan or change the conditions of draft approval.
7. Approval of this draft plan of subdivision lapses at the expiration of three years from the date of the decision. The United Counties may extend the approval for a period specified and may further extend it but no extension is permissible if the approval lapses before the extension is given.
8. The final plan approval by the United Counties must be registered within 30 days or the County may withdraw its approval under subsection 51(21) of the *Planning Act*.
9. Prior to final approval, clearance letters may be requested from:

Joanne Haley, General Manager – Planning, Building & Enforcement
Municipality of South Glengarry
jhaley@southglengarry.com

Matthew Levac, Watershed Planner
The Raisin Region Conservation Authority
Matthew.levac@rrca.on.ca

Owner: TFG Development Inc.
File No.: 01-SG-S-2021

Date of Decision: March 10, 2022
Date of Notice: March 10, 2022

Municipality: Municipality of South Glengarry
(Former Township of Charlottenburgh)
Part of Lot L, Concession 1 Front

Last Date of Appeal: March 30, 2022
Lapsing Date: March 10, 2025

Saadia Jamil, Planner (CN Proximity)
Canadian National Railway
Saadia.Jamil@cn.ca

Barbara M.J. Baranow, Analyst Land Services
Enbridge Gas Inc.
ONTUGLLandsINQ@enbridge.com

Ryan Courville, Manager - Planning and Development
Bell Canada
planninganddevelopment@bell.ca

SUBDIVISION

AGREEMENT

TFG DEVELOPMENTS INC.

PREPARED BY:

**TOWNSHIP OF SOUTH GLENGARRY
P.O. Box 220
6 Oak Street
Lancaster, Ontario
K0C 1N0**

WWW.SOUTHGLENGARRY.COM

SUBDIVISION AGREEMENT

INDEX

PAGE

1. ORDER OF PROCEDURE4

3. TOWNSHIP'S LEGAL, PLANNING AND ENGINEERING COSTS6

4. DEVELOPER'S CONSULTING ENGINEER6

5. WORKS TO BE PROVIDED6

6. APPROVAL OF PLANS7

7. NOTIFICATION OF COMMENCEMENT AND COMPLETION.....7

8. DECLARATION OF PROGRESS AND COMPLETION.....7

9. CONSTRUCTION OF WORKS7

10. INSPECTION OF CONSTRUCTION.....7

11. QUALITATIVE AND QUANTITATIVE TESTS8

12. VOIDING AGREEMENT.....8

13. DEVELOPER'S EXPENSE.....8

14. SECURITIES.....8

15. FINANCIAL SECURITY FOR PERFORMANCE OF WORKS8

16. RELEASE OF FINANCIAL SECURITY.....9

17. CONSTRUCTION LIENS - *CONSTRUCTION LIEN ACT*, R.S.O. 1990.....10

18. ACCEPTANCE OF WORKS11

19. PROGRESS OF WORK11

20. CONTRACTOR12

21. MAINTENANCE OF WORKS12

22. EMERGENCY REPAIRS12

23. DEVELOPER'S LIABILITIES.....12

24. INSURANCE.....13

25. UTILITY COSTS AND CHARGES.....13

26. DAMAGE TO EXISTING ROAD, STRUCTURE AND/OR PLANTS14

27. DUST CONTROL AND STREET CLEANING.....14

28. DRAINAGE AND LOT GRADING.....14

29. INTERIM GRADING OF LOTS15

30. LANDS FOR MUNICIPAL PURPOSES15

31. CONSTRUCTION REFUSE.....15

32. LEGAL NOTICE TO DEVELOPER.....16

33. REGISTRATION16

34. REQUIREMENTS FOR BUILDING PERMITS16

35. LOT LEVIES AND DRAINAGE AND LOCAL IMPROVEMENT CHARGES17

36. PLEDGE OF TITLE TO LANDS17

37. WATER AND WASTEWATER.....17

38. SPECIAL PROVISIONS18

39. DEFAULT PROVISIONS.....19

40. NO FETTERING OF DISCRETION.....19

41. SUCCESSORS AND ASSIGNS.....20

TOWNSHIP OF SOUTH GLENGARRY

SUBDIVISION AGREEMENT

THIS AGREEMENT made in QUADRUPLICATE on the _____ day of _____ 2024.

BETWEEN:

TFG DEVELOPMENTS INC.

**hereinafter called the Developr/Owner
of the FIRST PART**

AND

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY**

**hereinafter called the TOWNSHIP
of the SECOND PART**

WHEREAS the Developer is the owner of the land described in Schedule "A" to this Agreement and proposes to subdivide it for purpose of selling, conveying, or leasing it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the Developer warrants that he is the registered owner of the lands and has applied to the United Counties of Stormont, Dundas and Glengarry hereinafter called the United Counties, for approval of a plan of subdivision, hereinafter called the Plan, which is annexed hereto as Schedule "B" to this Agreement;

AND WHEREAS the Developer represents that there are no mortgages against the Lands upon conveyance;

AND WHEREAS the Township requires the Developer to agree to construct and install certain works as hereinafter provided and herein referred to as the "Works" set out in Schedule "C" and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan by the approval

authority of the day (The United Counties of SDG).

AND WHEREAS the Developer is required to make a cash payment to the Township in lieu of dedicating parkland in accordance with Schedule “E”;

AND WHEREAS the word "Developer" where used in the Agreement includes an Individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein it shall be construed as including the plural;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE

- a) Upon Application to the Township for the Preparation of an Agreement, the Developer shall:
 - i) Submit the final engineering drawings and reports for approval.
- b) Prior to Signing the Agreement, the Developer shall:
 - i) Deposit with the Township the required Securities and proof of Insurance as outlined in Schedules “D” and “K” the Agreement;
 - ii) Pay in full outstanding taxes, drainage, and local improvement charges;
 - iii) Pay in full the Cash in Lieu of Parkland as per Schedule “E”;
 - iv) Pay in full the cost for future reinstatement of the pavement on South Beech Street along the entire frontage of the subdivision (shoulder to shoulder) in the value of \$24,650.00.
 - v) Secure final approval from the Township for engineering drawings and design calculations including a design brief, a drainage report and plan, as well as a Stormwater Management report and plan.
- c) Prior to starting construction on the Infrastructure in the Subdivision, the Developer shall:
 - i) Have obtained final approval of the Subdivision Plan from SDG and have completed the Registration of the Plan and the Subdivision Agreement
- d) Prior to the Issuance of Building Permits, the Developer shall:
 - i) Have complied with all the requirements of Clause 34.

2. **DEFINITIONS, LAND AND SCHEDULES**

In this Agreement:

“**ACCEPTANCE**” means the date on which the Township accepts all works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

“**AGREEMENT**” shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

“**APPROVAL**” means the date on which the Township is satisfied that certain works have been constructed, installed or performed to the satisfaction of the Township, and further referred to in this Agreement;

“**COUNCIL**” shall mean the Council of the Township;

“**MAINTAIN**” includes repair, replace, reinstate and/or keep operational;

“**OWNER OR OWNERS**” includes the developer, their heirs, executors, administrators, successors and assigns and agents thereof, contractor, or subcontractor carrying out the Work for or on behalf of the Owner or Owners;

“**RRCA**” means the Raisin Region Conservation Authority;

“**SITE**” means the lands and premises more particularly described in Schedule “A” hereto;

“**SDG**” means the Corporation of the United Counties of Stormont, Dundas and Glengarry.

“**TOWNSHIP**” shall mean the Corporation of the Township of South Glengarry and shall include any employee or agent authorized by the Council of the said Township to act on its behalf;

“**TOWNSHIP ENGINEER**” means the person or persons designated by the Township;

“**WORK**” shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred to in the Schedules attached herein.

The following Schedules are attached to and form part of this subdivision agreement:

SCHEDULE "A"	Description of Lands being Subdivided
SCHEDULE "B"	Plan of Subdivision
SCHEDULE "C"	Works to be Provided
SCHEDULE "D"	Estimated Cost of the Works
SCHEDULE "E"	Parkland
SCHEDULE "F"	Declaration of “Progress and Completion”
SCHEDULE "G"	Approved Design and Construction Drawings

SCHEDULE "H"	Certification of Lot Grading Sample Template
SCHEDULE "I"	Required Wording of Letter of Credit Sample Template
SCHEDULE "J"	Required Wording of Surety Bond Sample Template
SCHEDULE "K"	Required Wording of Certificate of Liability Insurance Sample Template
SCHEDULE "L"	CN Agreement

3. TOWNSHIP'S LEGAL, PLANNING AND ENGINEERING COSTS

The Developer agrees to pay to the Township the cost of the Township's Engineer for peer review, supervision and inspection on behalf of the Township. Further, as accounts are received from the Township's lawyer, planner and engineer they will be paid by the Township and then submitted to the Developer for reimbursement. The Developer acknowledges that pre-engineering fees are in addition to any cost incurred by the Township's Engineer in relation to time and materials.

Interest on any outstanding amounts required to be paid pursuant to this clause or elsewhere in this Agreement shall be calculated in accordance with By-Law 16-09 approved by Township Council on May 25, 2009, being a rate of 1.25% per month compounded monthly after default.

4. DEVELOPER'S CONSULTING ENGINEER

The Developer shall employ engineers registered and in good standing with the Association of Professional Engineers of Ontario, or other competent persons:

- a) to prepare designs;
- b) to prepare and furnish all required drawings;
- c) to provide the field layout for the lots and grading and drainage;
- d) to maintain all records of construction and upon completion to advise the Township of all construction changes and to prepare final "As Constructed" drawings both hard copy and electronically;
- e) to act as the Developer's representative in all matters pertaining to the construction;
- f) to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township, for all the works specified in this Agreement.

5. WORKS TO BE PROVIDED

The works to be installed are set out in Schedule "C" to this Agreement. This schedule is to set out the works in general terms only and shall not be construed as covering all items in detail. The engineering standards that are to apply to works are to be obtained from the Township. Generally, the works shall be in accordance with Township standards that will follow the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings that are applicable to the

proposed works. If at any time and from time to time during the development of the subdivision, the Township is of the opinion that additional works are necessary to provide any of the public services required by the Plan, the Developer shall construct, install or perform such additional works at the request of the Township.

6. APPROVAL OF PLANS

The Developer and the Engineers employed by the Owners shall have the Design and Construction drawings and specifications for the works approved by the Township in advance of the commencement of said works.

7. NOTIFICATION OF COMMENCEMENT AND COMPLETION

The Developer shall not commence the construction of any of the works until the Plan has been registered and until such time a preconstruction meeting has been held with the Infrastructure Services Department and the Township has issued a Commence Work notification. It is the intent of this Agreement that the works be performed expeditiously and continuously, in accordance with the Declaration of Progress and Completion as required under Clause 8 of this Agreement, unless extended by the Township.

8. DECLARATION OF PROGRESS AND COMPLETION

At the time of signing the Agreement the Developer shall complete Schedule "F" - Declaration of "Progress and Completion" which provides the Township with an undertaking for the completion dates of all works required by this Agreement. Any completion dates contemplated herein on Schedule "F" shall have no effect provided the Developer is not prevented from complying with the completion dates by some act of the Township, strikes, weather conditions and without limiting the generality of the foregoing, any other contingency over which the Developer has no control.

9. CONSTRUCTION OF WORKS

Following the registration of the Plan, the Developer shall cause to be constructed all requisite works, in order to provide the required work to the lots and building blocks within the Plan.

10. INSPECTION OF CONSTRUCTION

During construction of the works the Township may inspect the work at hand at such times and with such duration and frequency as the nature of the type of construction may dictate. Subject to the obligations of the Township Engineer to protect the interests of the Township through such inspections, every effort will be made to keep duplication of engineering services on site to a minimum. If during such inspections the Township Engineer perceives that construction, whether by method or otherwise, constitutes an immediate danger to life or property, or construction does not conform to acceptable practice in order to meet the requirements for services, he will have the authority to cease construction

operations by verbal notice to the contractor and/or the Developer's Engineer, such notice to be confirmed in writing as soon as possible thereafter. A copy of this clause shall be delivered by the Developer to each and every contractor engaged in construction of services for the Subdivision.

11. QUALITATIVE AND QUANTITATIVE TESTS

The Township may perform or cause to have performed any qualitative or quantitative test of any of the materials which have been or are proposed to be used in the construction of any of the works required by this Agreement. Additionally, the Township may require such soil tests to be carried out as it may deem necessary. The Developer shall be responsible for the payment of the cost of all such tests reasonably required by the Township hereunder. Upon the completion of such tests and the obtaining of the reports for such tests, the Township will invoice the Developer for the costs of same and the Developer shall be responsible to pay said invoice within 30 days of the date of the invoice.

12. VOIDING AGREEMENT

In the event that the Plan of Subdivision is not registered within one year from the date of signing this agreement, or if the Developer has not commenced construction within 18 months from signing, the Township may, at its option, and on 30 days notice to the Developer declare this Agreement to be null and void and of no further effect. The refund of any fees, levies or other charges paid by the Developer shall be in the sole discretion of the Township and the Developer acknowledges that under no circumstances will interest be paid on any refund.

13. DEVELOPER'S EXPENSE

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

14. SECURITIES

The Township has established a policy that for Urban Subdivisions municipally serviced, the security requirement is one hundred percent (100%) of the value of the works. The process to release the securities is set out in Section 16 and Schedule "D" to this Agreement.

15. FINANCIAL SECURITY FOR PERFORMANCE OF WORKS

Before this Agreement is executed by the Township, the Developer shall deposit with the Township a sufficient sum in either cash, an irrevocable Letter of Credit, a Surety Bond or Certified Cheque that is in a format acceptable to the Township's Treasurer, all of which will be referred to herein as the "financial security". The amount of the financial security will be sufficient to meet the financial requirements of this Agreement, based on the estimated cost of the work as outlined in the attached Schedule "D" to this Agreement. The Developer shall deposit with the Township the financial security required before commencing construction of any of

the said works.

If the Owner satisfies the provisions of this clause by depositing an irrevocable letter of credit or Surety Bond with the Township and such letter of credit or Surety Bond contains an expiry or termination date, the following provisions shall also apply:

- a) The Letter of Credit or Surety Bond shall be in the format indicated on Schedule "I" or Schedule "J" to this Agreement.
- b) It shall be a condition of the Letter of Credit or Surety Bond that it be renewed automatically, without amendment.
- c) If such letter of credit or surety bond contains an expiry or termination date, then until the final acceptance of the work by the Township, the Letter of Credit or surety bond shall be renewed automatically in the same manner as provided in sub clause (b) hereof until the final acceptance of the works by the Township Engineer and the Council of the Township.
- d) If the Developer fails to deposit a new letter of credit or surety bond as required under sub clause (b) and (c) hereof, such failure shall be deemed to be a breach of this Agreement by the Developer, and the Township, without notice to the Developer, may call upon the whole or any part of the existing letter of credit or surety bond notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited under the provisions of this clause.

16. RELEASE OF FINANCIAL SECURITY

Securities will be released on the following basis:

Scope of Works Completed	Portion of Security Released
Other Works- Site Works	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

- a) Upon preliminary acceptance of all site works (e.g. grading, drainage) by the Township, the Township may permit a reduction in the financial security relating to such other works by up to eighty-five (85%) percent. The preliminary approval of such works or part thereof shall be dated as of the date of the Developer's application for approval thereof. It is understood that the remaining fifteen (15%) percent of the financial security relating to such other works shall be held by the Township for a minimum of one year to cover the Developer's warranty and maintenance obligations stipulated in this Agreement with respect to such works. Such warranty and maintenance

obligations relating to such works shall continue until the said works have been finally accepted by the Township and until "as built" drawings are provided.

- b) After having first notified the Developer, the Township may at any time authorize the use of the whole or part of the amount of the financial security referred to in Clause 14 hereof to pay the cost of any work that the Township deems necessary to rectify default by the Developer or its assignees, or to pay the cost of any matter for which the Developer is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance.
- c) The Developer covenants and agrees to restore to the satisfaction of the Township, any faulty workmanship or materials used in construction of the works outlined in Schedule "C" or any damage done by the Developer or its successors or assignees or by its or their employees, contractors or agents during construction of the said works or buildings. Such responsibility for restoration shall continue until the said works have been finally accepted by the Township.
- d) Upon final acceptance of the said works by the Township, the Developer shall be entitled to have released to it by the Township all financial security then held by the Township under this Agreement.
- e) The Developer agrees that the Township may enforce, any Performance Bond or Letter of Credit or Surety Bond given by any contractor to the Developer under any agreement with such contractor for the construction of any of the works, provided that this shall not constitute any assignment of such security. Where the Township deems that there has been default by such contractor, the Township shall notify the Developer and the Developer shall proceed to enforce its said security within seven (7) days or within such further time as the Township may allow, failing which the Township may proceed to enforce such security as the Developer's attorney and at the Developer's expense.
- f) The Developer covenants that it will comply with all financial requirements provided in this Agreement.

17. CONSTRUCTION LIENS - *CONSTRUCTION LIEN ACT*, R.S.O. 1990

- a) The Developer agrees that it will hold back from its payments to any contractor who may construct any works such sums as are required in accordance with the *Construction Lien Act*, R.S.O. 1990, Chapter C. 30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the works and all costs in connection with same, and on demand of the Township, shall forthwith take steps to discharge immediately all liens on the services. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Developer may have to defend any claim, action or demand for construction liens in connection with the aforesaid works.

18. ACCEPTANCE OF WORKS

Before applying for final acceptance of any of the works or any part thereof, the Developer shall submit to the Township the following:

- a) A written request for acceptance;
- b) A Statutory Declaration that accounts for works and materials have been paid except normal guarantee hold-backs, and that there are no claims for liens in connection with such works done or material supplied for or on behalf of the Owner;
- c) A certificate from the Developer's Engineer stating that he has been engaged for general construction supervision of all services, and that the works have been constructed and installed in accordance with Township specifications, standards and requirements and in accordance with the approved designs of the works;
- d) "As-built" drawings of the works in both hard copy and electronically.

The performance by the Developer of its obligations under this Agreement to the satisfaction of the Township shall be a condition precedent to the final acceptance by the Township of the said works and final release of financial security to the Developer. When the Township is satisfied:

- a) that the works; or portions thereof, as set out in this Agreement, or any part thereof, have been completed in accordance with this Agreement;
- b) that the Township standards, specifications and requirements at the time of installation of the works have been satisfied;
- c) that the Township accounts have been paid, and;
- d) that all maintenance requirements are met.

19. PROGRESS OF WORK

Prior to signing the Agreement, the Developer must complete Schedule "F" the Declaration of "Progress and Completion". The Developer shall install all works in accordance with the Schedules "C" and "G" or as directed by the Township Engineer. If the Developer fails to do so, or having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Township Engineer, then upon the Township Engineer giving seven (7) days written notice by prepaid registered mail to the Developer, the Township Engineer may without further notice enter upon the said lands and proceed to supply all materials and do all the necessary works in connection with the installation of the

said works, including the repair or reconstruction of faulty work and the replacement of material not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of thirty-five percent (35%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand.

If the Developer fails to pay the Township within thirty (30) days of the date of the bill, the amount owing may be deducted from the financial security held by the Township.

In the event the Township needs to exercise its rights to enter onto land as outlined in this clause it is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said works by the Township. The Township, in addition to all other remedies it may have, may refuse to issue building permits until such works are completely installed in accordance with the requirements of the terms of this Agreement. It is agreed that a copy of this clause shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or part of a lot on the said plan.

20. CONTRACTOR

The said works shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township, said approval not to be unreasonably withheld.

21. MAINTENANCE OF WORKS

The Owner covenants and agrees to restore to the satisfaction of the Township Engineer any faulty workmanship or materials used in construction of the works outlined in Schedule "C" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue until the date of final acceptance of the works by the Township.

22. EMERGENCY REPAIRS

Employees or agents of the Township may enter onto the lands at any time or from time to time for the purpose of making emergency repairs to any of the works. Such entry and repairing shall not be deemed an acceptance of the works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

23. DEVELOPER'S LIABILITIES

Until the Township's Final Acceptance of the works, the Developer covenants and agrees to indemnify, defend, release and save harmless the Township against all

losses, claims, including charges, damages and expenses, which the Township may at any time or times bear, sustain, or suffer by reason or on account of breach of this Agreement by the Developer and the Developer will, upon demand by the Township, at its sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third parties against the Township on any such claim, demand or cause of action, and will pay or satisfy any judgement or decree which may be rendered against the Township in any such suit, action or legal proceeding, and will reimburse the Township for any and all reasonable legal expenses on a solicitor-client basis incurred in connection therewith.

24. INSURANCE

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Township Clerk. Such policy or policies shall be issued in the joint names of the Developer and the Township, and the form and content shall be subject to the approval of the Township. The policy shall remain in the custody of the Township during the life of this Agreement. The minimum limits of such policies shall be \$5,000,000 all-inclusive but the Township shall have the right to set higher amounts. The policy shall be in effect for the period of this Agreement including the period of guaranteed maintenance as per clause 21. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

It shall be a condition of the insurance policy or policies that it be renewed automatically, without amendment, for the life of this agreement. If such policy or policies contains an expiry or termination date, then until the final acceptance of the work by the Township, the insurance policy or policies shall be renewed automatically until the final acceptance of the works by the Township Engineer and the Township Council.

The Township may ask at any time for proof that the required insurance is in effect. If within twenty-four (24) hours the Developer cannot produce such proof, to the sole satisfaction of the Township, the Developer agrees that the Township may draw upon the securities to purchase the required insurance and that the Township shall not be required to reimburse the Developer for these costs. The Certificate of Liability Insurance shall be in the format indicated on Schedule "K" to this Agreement.

25. UTILITY COSTS AND CHARGES

The Developer shall deal directly with the appropriate Hydro Commission and all other Utility commissions and companies. He or his Consulting Engineer shall obtain all approvals and permits and pay all fees and charges directly to the Utility.

26. DAMAGE TO EXISTING ROAD, STRUCTURE AND/OR PLANTS

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in the relocation of existing works which may become necessary because of the development of the subdivision.

27. DUST CONTROL AND STREET CLEANING

The Developer shall apply dust suppressant to the South Beech Street in quantities sufficient to prevent any dust problems to traffic or home occupants at such times and in such amounts as deemed necessary by the Township. South Beech Street will be required to be cleaned during the construction of the infrastructure and the site works as deemed necessary by the Township at the Developer's expense.

28. DRAINAGE AND LOT GRADING

All lots within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the approved Subdivision Lot Grading Plan which includes stormwater management and sediment and erosion control practices.

It is understood and agreed by the parties hereto that drainage of surface water on the Lots and Blocks on the Plan is the sole responsibility of the respective owners once the required drainage works have been constructed by the Developer.

The Developer agrees to deliver a copy of this clause to each and every prospective purchaser and/or builder obtaining a building permit for any Lot or part of a Lot on the said Plan of Subdivision.

In addition, the Developer agrees to incorporate into all contracts of purchase and sale for any lot or block on the Plan and in the transfer of any lot or block on the Plan, the following provisions so that they shall be covenants running with and for the benefit of the lands within the Subdivision:

- a) For the benefit of all lands within this Plan of Subdivision, the purchaser, for itself, its heirs, executors, administrators, successors and assigns, covenants and agrees that he will not interfere with any drains established on the said lands, except in accordance with the approved Subdivision Lot Grading Plan without the prior written consent of the Township;
- b) The Township may at any time enter upon the lands for the purposes of inspection or restoration of the approved Subdivision Lot Grading Plan and the cost of the Township in performing any restoration work shall be paid to the Township by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the Township and failing payment as aforesaid the cost shall be deemed as taxes and

collected in like manner as Municipal taxes. The express intent of this covenant is that same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage.

The approved Subdivision Lot Grading Plan may be amended from time to time by the Developer upon first receiving written approval from the Township Engineer and such approval shall not be withheld except for sound engineering reasons. All surface drainage shall be directed in accordance with the approved Subdivision Lot Grading Plan. In all cases the Owner shall, at its own expense, maintain rough lot grading and outlets to provide adequate drainage until pavement has been constructed and accepted by the Township. This shall include the installation and removal of culverts when required by Township.

The Developer for itself and its successors in title covenants and agrees to provide to the Township a certificate from a professional Engineer verifying that the "As Built" grades of any completed unit constructed in the subdivision complies in all respects with the approved grade control plan for the subdivision and the detailed lot drainage plan. The filing of such certificate shall be a condition precedent to the release of any performance deposit paid to the Township upon the issuance of a building permit. The form of such certificate is stipulated in Schedule "H".

29. INTERIM GRADING OF LOTS

The Developer for itself, its successors and assignees undertake and agrees that prior to seeking final acceptance of site works within the subdivision, all abutting lots and open lands upon which construction has not been commenced will be "rough lot graded" as follows:

All lot corners and swales shall be generally graded from 100 mm to 300mm below the finished grade. All lots shall be shaped or contoured as necessary to provide positive drainage.

If any lot or open land was used as a dump site or if after the filling and grading of any lot or open land there shall remain exposed building material or other debris other than native material the said lot or open space shall be top soiled, seeded and maintained at the Developer's expense. Where the ownership of such lots or open spaces has been transferred to a purchaser or transferee, the Developer covenants and agrees to ensure the enforcement of the requirements of this Clause by way of condition in such Transfer of Agreement of Purchase and Sale.

30. LANDS FOR MUNICIPAL PURPOSES

The Developer agrees to make a cash payment in lieu of parkland dedication as provided by the *Planning Act*, R.S.O. 1990, c. P.13,

31. CONSTRUCTION REFUSE

All construction refuse and debris from the subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer and

approved by the Township and the Ontario Ministry of the Environment and Climate Change off the site of the subdivision. The Township is not responsible for the removal or disposal of refuse and debris but may give the Developer permission to use the Township Landfill where Tipping Fees are in effect. The Developer agrees to deliver a copy of this clause to each and every builder obtaining a building permit for any lot or part of a lot on the said Plan of Subdivision.

32. LEGAL NOTICE TO DEVELOPER

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be deemed to have been received five (5) days following mailing. Notices may also be hand delivered and shall be effective upon receipt.

33. REGISTRATION

The Developer consents to the registration of the Subdivision Agreement by the Township and at the sole discretion of the Township upon the title to the lands in accordance with section 71 of the *Land Titles Act*.

34. REQUIREMENTS FOR BUILDING PERMITS

The approval of the plan by the Township or the acceptance by the Township of the works shall not be deemed to have given any assurance that the Municipal building permits, when applied for, will be issued in respect of the lots or blocks shown on the plan.

Notwithstanding the foregoing, the Developer covenants and agrees that it will not apply for, nor will anyone claiming title from it, under it or under its authority apply for one or more building permits to construct any building or other structure of any sort on any lot or lots in the said subdivision until:

- a) All relevant development charges, impose fees and connection fees have been paid.
- b) The whole of such portion of the rough lot grading or general grading as required by good engineering practice has been completed to the satisfaction of the Township Engineer.
- c) A Grading Plan, conforming to the approved subdivision site grading plan, of each individual lot for which a building permit is sought has been submitted and approved by the Township.
- d) A minor variance is to be applied for and approved for Lot 1 to reduce the watercourse setback to the proposed structure from the top of the bank of the Korsch Brisson Branch of the Lancaster Village Municipal Drain. A survey or surveyors sketch prepared by an Ontario Land Surveyor will be required to demonstrate the proposed setback.

-
- e) Utilities (i.e. Bell, Hydro, Gas, Cable and Lighting) have been installed and lots are ready for service.
 - f) A professional engineer qualified to perform acoustical engineering services in the Province of Ontario should review the detailed architectural plans and building elevations to refine glazing requirements based on actual window to floor ratios. Refer to Noise Feasibility Study Dated June, 2022; available for viewing at the Township office.
 - g) Prior to the issuance of an Occupancy Permit, the Township's Building Inspector or a professional engineer qualified to perform acoustical engineering services in the Province of Ontario, should certify that the noise control measures have been properly incorporated, installed and constructed. Refer to Noise Feasibility Study Dated June, 2022; available for viewing at the Township office.

35. LOT LEVIES AND DRAINAGE AND LOCAL IMPROVEMENT CHARGES

- (a) The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said plan is obtained.
- (b) The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and Collector's Roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.
- (c) Before the plan is approved, the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, R.S.O. 1990, Chapter D.17 and the *Municipal Act, 2001*, .S.O. 2001, Chapter 25 , which are assessed against the property on the said Plan of Subdivision.
- (d) Before the plan is approved the Developer agrees to commute and pay the Township's share of any charges made under the *Drainage Act* and the *Municipal Act, 2001* as present serving this property and assessed against it.

36. PLEDGE OF TITLE TO LANDS

The Developer hereby charges and pledges, as security for such levy payments and service charges, all its right, title and interest in those parts of the lands shown as numbered and/or lettered Lots and Blocks on the Plan and agrees that this Agreement may be registered against the lands and it is agreed that such payments and costs shall be a lien against the lands.

37. WATER AND WASTEWATER

The Developer acknowledges that impose and servicing fees to the Water and Wastewater Plants may exist and shall give Notice to that effect in all offers of Purchase and Sale and the fees in place shall be paid at the building permit stage.

38. SPECIAL PROVISIONS

The following Special Provisions are set out in accordance with Conditions of Approval:

- a) Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of the Environment, Conservation and Parks noise criteria.
- b) A 2.0 meter high acoustical barrier fence is required to be erected as per the approved design drawings in Appendix D. The barrier fence shall be maintained, prepared and replaced by the Owner of the subject lot. Any maintenance, repair or replacement shall be with the same material, or to the same standards and having the same colour and appearance of the original.
- c) Each dwelling unit must be supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
- d) Warning: Canadian National Railway (CNR) Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.
- e) Site works shall include the rehabilitation and reinstatement of the full width of South Beach Street along the entire road frontage of the subject property at the Developers expense.
- f) Heavy construction vehicles must use South Beech Street as their ingress and egress route during the development of the infrastructure and site works. Heavy construction vehicles are not permitted on remaining local roads in the Village of Lancaster.
- g) Parking of construction vehicles is limited to the south side only of South Beech Street.
- h) That the Developer and future owners of Lot 1 should be aware that the Korsch Brisson Branch of the Lancaster Village Municipal Drain abuts the west lot line which will require a minor variance to be applied for and approved to reduce the watercourse setback to a proposed structure from the top of the bank of the said Municipal Drain. This will be required to be reviewed and addressed prior to the issuance of a building permit.

-
- i) The Developer acknowledges that the Korsch Brisson Branch of the Lancaster Village Municipal Drain is partially located on Block 3 of the M Plan . This may result in greater development setbacks from the top of the bank of the said drain to proposed structures if development is permitted, to allow for maintenance of the drain in the future.
 - j) Any disturbed areas of the Korsch Brisson Branch of the Lancaster Village Municipal Drain during the development of the infrastructure and site works must be reinstated to the satisfaction of the Township's Drainage Superintendent.
 - k) The Owner is required to plant one (1) deciduous shade tree per lot within the approved front yard setback within six (6) months of the issuance of an occupancy permit. Any tree which dies within one (1) year of planting shall be replaced by the Owner. Species of trees must be selected from trees hardy to the Township area and commonly used in municipal tree planting however they cannot include poplar, alder, aspen, willow or elm species. The main front yard tree shall have an ultimate size of 12 to 40 meters in height. All trees are to be nursery grown stock meeting the horticultural standards of the Canadian Nursery Trades Association with respect to grading and quality. Standard deciduous shade trees shall have a minimum trunk caliper of 70 mm (2.75") measured at 15 cm (6") up from top of root ball.
 - l) The requirement for future Owners to maintain and to replant dead trees shall be registered on title as a condition of purchase and sale for each individual lot together with the right of the Township to enter on the lands to perform the necessary works. The cost of the Township in performing any necessary work shall be paid to the Township by the Owner of the lands upon which such work was performed, within thirty (30) days of demand therefore by the Township and failing payment as aforesaid the cost shall be deemed as taxes and collected in like manner as Municipal taxes.
 - m) That the Servicing and Stormwater Management Report, prepared by EVB Engineering, dated August 15, 2023, be implemented as approved.
 - n) That the Geotechnical Investigation, prepared by Lascelles Engineering and Associates Ltd. dated August, 2022 be implemented as approved.

39. DEFAULT PROVISIONS

Notwithstanding anything herein before contained in this Agreement, when the Developer is deemed by the Township to be in default of this Agreement, the Township reserves the right to use the financial security to recover costs incurred by the Township and/or to restrict building and/or occupancy permits. Liquidated damages can only be used in contracts where the parties make an effort to agree on the actual losses in the event of a breach. It must be a true estimate of the parties made in advance. It would not apply here.

40. NO FETTERING OF DISCRETION

Notwithstanding any other provisions of this Agreement, the Parties hereto agree that none of the provisions of this Agreement is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of this Agreement or any of its successor councils in the

exercise of any discretionary powers, duties or authorities.

41. SUCCESSORS AND ASSIGNS

It is hereby agreed that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns and that the Agreement and all of the covenants of the Developer herein contained shall run with the Lands.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2024

_____ } **TFG DEVELOPMENTS INC.**

} **THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY**

_____ } **MAYOR LACHLAN MCDONALD**

_____ } **DEPUTY CLERK KAYCE DIXON**

SCHEDULE "A" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

Part of Lots K and L, Concession 1, in the Geographic Township of Charlottenburgh, Township of South Glengarry, County of Glengarry.

Comprised of 7 residential lots (lots 1 to 7) and 3 blocks

- i. 6 semi-detached lots (lots 1 to 6- 12 dwelling units)
- ii. 1 fourplex lot (lot 7- 4 dwelling units)

SCHEDULE "B" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

PLAN OF SUBDIVISION

See Registered Plan 14M__ attached hereto.

SCHEDULE "C" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

WORKS TO BE PROVIDED

- a) Grading, drainage, ditching, seeding, tree planting, outlet ditches, drainage swales;
- b) Water and sanitary services and house connections;
- c) Hydro service- to be located within the existing road allowances;
- d) Telephone service- to be located within the existing road allowances;
- e) Gas service- to be located within the existing road allowances;
- f) Cable Service- to be located within the existing road allowances;
- g) Ontario Land Surveyor Certification;
- h) "As-built" plans (hard and electronic copy).

SCHEDULE "D" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement

ESTIMATED COST OF THE WORKS

Scope of Works Completed	Portion of Security Released
Site Works	
• Preliminary acceptance by the Township	85%
• Completion of maintenance and warranty obligations	15%

Description of Site Works	Cost
Sediment and Erosion Control	\$3,000.00
Asphalt Milling	\$8,190.00
Common Excavation and Lot Grading	\$75,000.00
100mm dia. Sanitary Lateral	\$15,750.00
19mm dia. Water Service c/w Curb Stop	\$9,975.00
Granular "A" - Roadway Reinstatement	\$3,325.00
Granular "B" - Roadway Reinstatement	\$8,740.00
Topsoil and Hydroseed	\$8,450.00
Lump Sum for Other Requirements	\$2,060.00
Total Estimated Construction Cost	\$134,490.00

In accordance with Clause 14 and 15 of the Agreement, the Letter of Credit or Surety Bond for 100% of the value of the estimated cost of the works shall be deposited with the Township in the form specified in Schedules "K" or "L" hereto on or before the execution of the Agreement.

SCHEDULE "E" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

PARKLAND

The Developer shall provide cash in lieu of parkland in the value of \$5,000.00. This value is to be paid in a form of cash or certified cheque.

SCHEDULE "F" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

DECLARATION OF "PROGRESS AND COMPLETION"

SUBDIVISION: **South Beech Street**
DEVELOPER: **TFG Developments Inc.**
CONSULTING ENGINEER: **EVB Engineering**

As required by the Agreement between the Corporation of the Township of South Glengarry and **TFG Developments Inc.**

1. The Developer hereby agrees and undertakes to complete the construction of the works as required by the above-mentioned Agreement in accordance with the time schedule for completion of services as approved by the Township Engineer and more specifically in accordance with the following schedule and conditions:

Date to be reviewed and agreed upon by TFG/EVB and the Township

- a) Sediment and Erosion Control on or before November 1, 2025
- b) Excavation and rough Lot Grading on or before November 1, 2025
- c) Granular "B" and Granular "A" Reinstatement on or before November 1, 2025
- d) Topsoil and Hydro seeding on or before November 1, 2025
- e) Noise Barrier Fence prior to occupancy of any structure as per Noise Study or on or before November 1, 2025

The Developer agrees and undertakes to complete the construction of the works in accordance with the dates provided above, provided it is not prevented from doing so by some act of the Township, strikes, weather conditions and, without limiting the generality of the foregoing, any other contingency over which it has no control.

3. The Developer further agrees that the Township is hereby authorized to carry out at his expense any of the works set out in the Declaration not finished on or before the completion dates, to be commenced not sooner than one week following such completion date, it being understood and agreed that the Township's authorization is limited only to that work required under the Declaration.
4. The Developer further agrees and the Township is hereby authorized to undertake any of the maintenance work as set out under Section 3 hereof, not completed within twenty four (24) hours after receipt of such request for maintenance, at his expense, and without limiting the generality of the foregoing, the Township's cost shall be the cost of materials, equipment rental, labour, payroll burden, plus twenty (20%) percent for overhead.

SIGNED _____ **TFG Developments Inc.**

DATED _____ **SIGNATURE OF WITNESS** _____

SCHEDULE "G" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

Approved Design and Construction Drawings

As per the following drawings by EVB Engineering:

Drawing Name	Drawing No.	Revision No.	Drawing Date	Issued for Construction Date
General Site Plan & Erosion and Sediment Control Plan	C1.1	3	21/04/19	2024/06/24
Site Servicing Plan	C1.2	3	21/04/19	2024/06/24
Site Grading Plan	C1.3	3	21/04/19	2024/06/24
Details	C2.1	3	21/04/19	2024/06/24
O.P.S.D'S	C3.1	3	21/04/19	2024/06/24

SCHEDULE "H" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

CERTIFICATION OF LOT GRADING SAMPLE TEMPLATE

TOWNSHIP OF SOUTH GLENGARRY
CERTIFICATE OF LOT GRADING

REGISTERED PLAN NO: ____ **NAME OF BUILDER:** _____
LOT NO: ____ **ADDRESS:** _____

The undersigned, being a registered Professional Engineer in the Province of Ontario, and having inspected the above-referred lot, hereby certifies that the finished grades are within acceptable tolerances. For the purpose of this certification, an acceptable tolerance shall be deemed to be the approved grade plus or minus twenty-five (25%), subject to a maximum difference in ground surface elevation of 0.1 meters (4 inches).

SIGNED: _____

NAME: _____

ADDRESS: _____

DATE: _____

FOR TOWNSHIP USE. DO NOT COMPLETE.

NAME OF DEVELOPER: _____
NAME OF DEVELOPMENT: _____
APPROVED: _____
DATE: _____
FILE NO: _____

SCHEDULE "I" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF LETTER OF CREDIT SAMPLE TEMPLATE:

TO: The Corporation of the Township of South Glengarry
P.O. Box 220, 6 Oak Street,
Lancaster, Ontario
K0C 1N0

We, the undersigned, _____(hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the Corporation of the Township of South Glengarry (hereinafter called "the Township") in the amount of dollars (\$_____) which may be drawn on by you to the extent required for the proper fulfilment by _____ (hereinafter called "_____") of its obligation pursuant to an agreement between The Corporation of the Township of South Glengarry and _____ dated the ____ day of _____, 2024, (hereinafter called "The Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by The Township. The amount of this credit shall be reduced from time to time as advised by notice in writing given to the undersigned by the Township.

Any written demand for payment pursuant to this Letter of Credit by The Township will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Township will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended pursuant to obligations incurred or to be incurred by _____ pursuant to the Agreement. Further, any breach by _____ of the Agreement shall entitle the Township to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Lien Act*, R.S.O. 1990 against any of the works for which this Letter of Credit is given shall entitle the Township to call upon this Letter of Credit to discharge the obligations imposed on the Township by virtue of said *Construction Lien Act*, R.S.O. 1990.

It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we shall notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any such additional period.

DATED AT _____ THIS ____ DAY OF _____2024

PER:_____

PER: _____

SCHEDULE "J" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF SURETY BOND SAMPLE TEMPLATE

KNOWN ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called the "Principal", and _____ as Surety, hereinafter called the "Surety", are held and firmly bound unto _____ as Obligee, hereinafter called the "Obligee", in the amount of _____ dollars (\$_____) lawful money of Canada, for the payment of which sum, well and truly be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS _____ DAY OF _____ 2024.

WHEREAS the Principal has entered into _____ a contract with the Obligee, more particularly described in Schedule "A" attached hereto _____, which _____ agreement is by reference, made a part hereof and is hereinafter referred to as the "agreement".

NOW THEREFORE the conditions of this obligation are such that if the principal shall well and faithfully observe, perform, pay and discharge all the obligations on the part of the Principal to be observed, performed, paid and discharged in connection with the agreements, then this obligation shall be void, otherwise it shall remain in full force and effect.

WHENEVER the Principal shall be declared by the Obligee, in its sole discretion, exercised at any time and from time to time to be in default under the agreement the Surety shall, upon written demand or demands without enquiring whether the Obligee has a right between itself and the Principal to make such a demand or demands and without recognizing any claim of the Principal.

PROVIDED, however, that the Obligee is required to deliver to the Surety at such time _____ as a written demand _____ for payment is made upon the Surety, a certificate confirming that monies demanded pursuant to this Bond are pursuant to obligations incurred or to be incurred in connection with the agreement.

AND PROVIDED further that in no event shall:

- (a) The Surety be liable for a greater sum than that amount specified in this Bond, and
- (b) Any right of action accrue by reason hereof to or for the use or benefit of any person other than the Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these present to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED _____
IN THE PRESENCE OF: PRINCIPAL

SURETY

OBLIGEE

SCHEDULE "K" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

REQUIRED WORDING OF CERTIFICATE OF LIABILITY INSURANCE SAMPLE TEMPLATE

(INSURANCE COMPANY)
TO: The Corporation of the Township of South Glengarry
P.O. Box 220, 6 Oak Street,
Lancaster, Ontario
K0C 1N0

This is to certify that _____ whose address is _____ has Comprehensive Liability Insurance in this Company under Policy No. _____ subject to limits of not less than five million dollars (\$5,000,000.) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Comprehensive General Liability Insurance includes coverage for:

- 1. premises and operations liability
- 2. products or completed operations liability
- 3. blanket contractual liability
- 4. cross liability
- 5. contingent employer's liability
- 6. personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or damnation of character; invasion of privacy, wrongful eviction or wrongful entry
- 7. shoring, blasting, excavating, underpinning, demolition, pile driving, and caisson work, work below surface, tunnelling and grading
- 8. liability with respect to non-owned licensed vehicles.

The policy contains the following endorsements:

- 1. The Corporation of the Township of South Glengarry and Township Engineer are added as additional Named Insureds with respect to the Subdivision known as " _____ " located in _____ Lot(s) Concession _____ Township of South Glengarry, particularly described in Schedule "A" to Subdivision Agreement(s) dated the _____ day of _____, 2021 between _____ (Name of Owner) and the Corporation of the Township of South Glengarry and shown on the Plan(s) of Subdivision entered in the Register for Section M- _____, M- _____ and M- _____ in the Office of the Land Titles Division of Glengarry.

-
2. It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way which reduces the coverage, nor cancelled nor allowed to lapse until 30 days after written notice by registered mail or personal delivery of such change or cancellation, or lapse, shall have been given to the Corporation of the Township of South Glengarry.

DATE: _____ **TFG Developments Inc.**

COUNTERSIGNED:

DATE

KELLI CAMPEAU, CLERK, TOWNSHIP
OF SOUTH GLENGARRY

LACHLAN MCDONALD MAYOR,
TOWNSHIP OF SOUTH GLENGARRY

DATE

SCHEDULE "L" OF SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of South Glengarry Subdivision Agreement.

CN AGREEMENT



STAFF REPORT

S.R. No. 2024-076

PREPARED BY: Sherry-Lynn Harbers, GM of Parks, Recreation and Culture

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 2, 2024

SUBJECT: Summerstown Estates Parkland

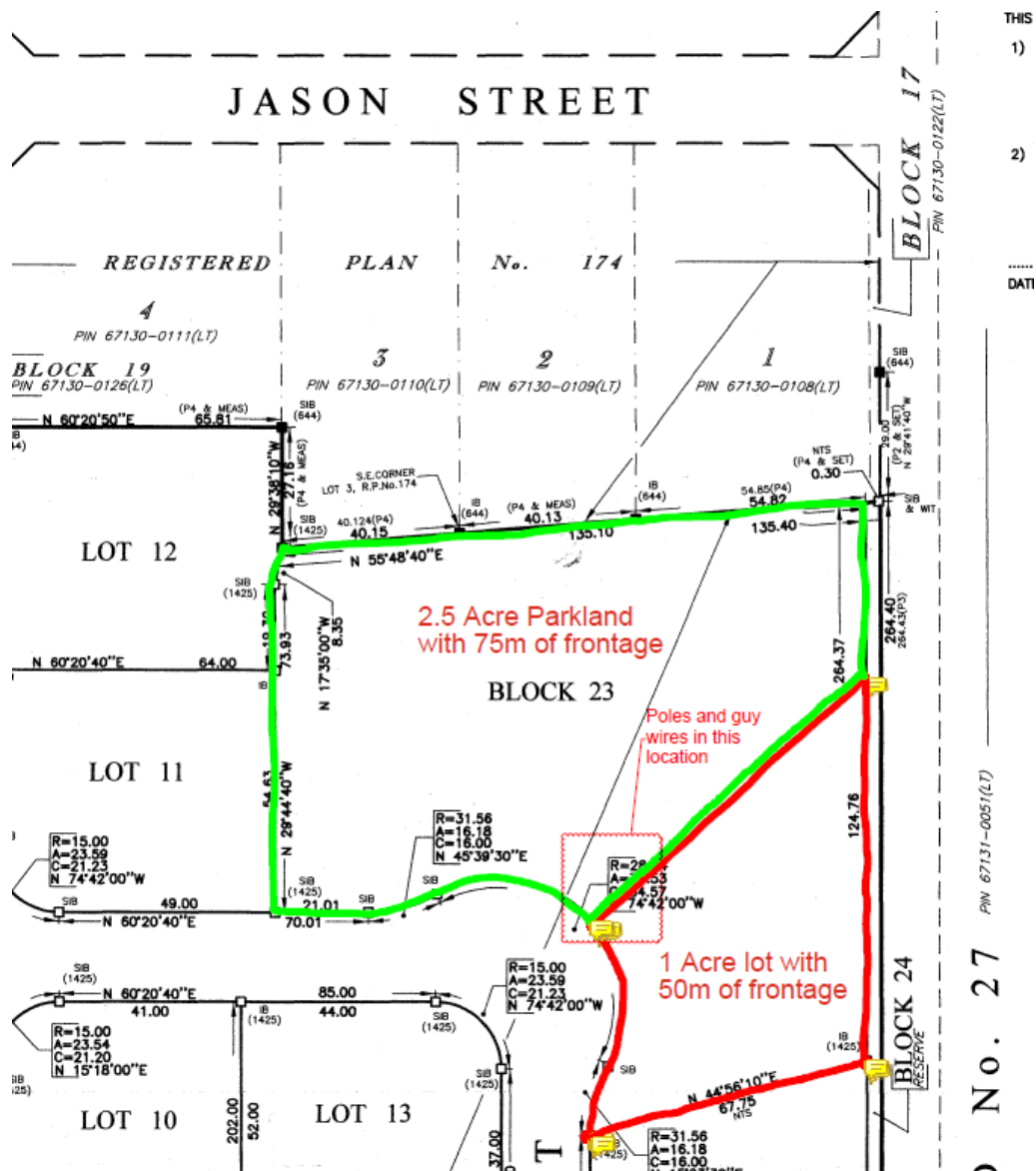
BACKGROUND:

1. At the [May 6, 2024](#) Council Meeting, a staff report was brought forward for staff to receive direction regarding Block 23 in the Summerstown Estates Subdivision.
2. Council directed staff to assign 2.5 acres for future park development with 1-acre remaining and its use to be determined in the future.
3. The original allocation outlined the 2.5-acre parkland on the east portion of the parcel and the back of the property was adjacent to County Road 27.
4. Council had directed staff to review the allocation of the parcels and to research if the parkland could be reconfigured as to not have the parkland adjacent to County Road 27.

ANALYSIS:

5. A site visit at Block 23 was completed with Acting Chief Building Official, Michael Hodge, to investigate the allocation of the parkland.
6. The entire parcel would require landscaping to make it accessible for parkland development and usage. Specifically in the western portion, there are various sections that require additional topsoil to fill in marsh land or man-made pond areas.
7. Guy-wires are located in the corner entrance of the parcel, which will affect both properties.
8. There is currently a municipal drain that is located along the north and west edges of Block 23.

9. In consultation with GM Haley and GM McDonald, it was determined that the parkland parcel could be allocated west of its original location, and it would be a benefit to keep the municipal drain within the parkland parcel. Additionally, driveways could be accommodated on each parcel.
10. This would allow for the parkland parcel to be located further west, therefore the majority of the north section of the parkland will be adjacent to homeowner properties on Jason Street, with a small section adjacent to County Road 27.
11. The following layout is being recommended with the 2.5-acre parkland parcel in green and the 1-acre parcel in red.



IMPACT ON 2024 BUDGET:

12. In the 2024 capital budget, \$20,000 was allocated towards landscaping for the parkland parcel. Once the location is determined, administration will work towards beginning this part of the project.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 4: Improve quality of life in our community

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-076 be received and that the Council of the Township of South Glengarry allocate the recommended parcel of parkland as outlined in the report.

**Recommended to Council for
Consideration by:
Acting CAO Dave Robertson**

STAFF REPORT

S.R. No. 2024-075

PREPARED BY: Sherry-Lynn Harbers, General Manager of Parks, Recreation and Culture

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 2, 2024

SUBJECT: Acceptance of Peanut Line Options Analysis Report

BACKGROUND:

1. The Peanut Line Options Analysis project was included in the 2023 capital budget. Through procurement 08-2023, the project was awarded to WSP in the Spring of 2023.
2. As part of the project, WSP was to complete a report that outlined the options for the Peanut Line.
3. To identify these options, WSP gathered information from administration including asset inventories, history of the trail, recent projects and upgrades, current concerns, existing documentation, etc.
4. Additionally, various consultation components were incorporated into the project:
 - a. Applicable administration including senior management and field staff
 - b. Public survey
 - c. Public information centre for key stakeholders
 - d. Available 1:1 meetings with key stakeholders
 - e. Interim report to Council for feedback
 - f. Final report to Council for feedback
5. As part of the final report, WSP outlined the following options:
 - a. Option 1 – Formalize the trail as a Township wide trail system. This option would include the Township owning the entirety of the trail and establishing a formalized trail system.
 - b. Option 2 – Keep western portion, close eastern portion of trail and sell public lands. This option would include focusing on maintaining the western portion of the trail and selling the eastern part of the trail.
 - c. Option 3 – Hybridize trail and land usage approach (Phased 10-20 year plan). This would include focusing on the development and maintenance of the western section, but creating clear partnership agreements with

associations and adjacent landowners regarding usage, maintenance responsibility, cost sharing options, etc. Additionally, create land-use agreements with adjacent agricultural owners.

d. Option 4 – Sell entire trail corridor.

Within the report, each option included a pros and cons list.

6. Trail and road crossing design guidelines and priorities were outlined in the report.
7. Signage recommendations were also provided with regards to crossings, usage, safety and respect of adjacent lands.
8. WSP provided an evaluation methodology that incorporated the consultation results, and based on the evaluation, the preferred trail option considerate of all criteria was Option 3 – to hybridize the trail and land usage approach.
9. It is important to note that costing estimates included in the report are based on a 5m wide trail, this assumption was carried to provide the Township with the greatest flexibility in both budgeting and accommodating the broadest range of trail uses. The opinion of probable costs within the plan is not intended to represent the total cost that the Township must shoulder, but a foundation to ensure the Township is equipped to leverage external funding opportunities.

ANALYSIS:

10. The Township continues to proceed with maintenance of the trail i.e., culverts, tree maintenance, surfacing, and current signage.
11. With Councils direction, administration may also proceed with additional signage that has been recommended through the report, to mitigate usage concerns along the Peanut Line. For example, signage that outlines respect for adjacent agricultural land, etc.
12. WSP has completed the report and work outlined in the original procurement and contract. Should any future work be requested by WSP, this will be an extension of their contract and will require additional costs to complete.
13. Administration is recommending that the Peanut Line Options Analysis Report be accepted and filed for future reference and consideration. The document may be referred to if/when the Township moves forward with a decision regarding the Peanut Line.

IMPACT ON 2024 BUDGET:

N/A

ALIGNMENT WITH STRATEGIC PLAN:

Goal 5: Improve internal and external communication

RECOMMENDATION:

BE IT RESOLVED THAT staff report 2024-075 be received and that the Council of the Township of South Glengarry accept the Peanut Line Options Analysis Report completed by WSP for future considerations.

**Recommended to Council for
Consideration by:
Acting CAO Dave Robertson**

2023

TOWNSHIP OF SOUTH GLENGARRY

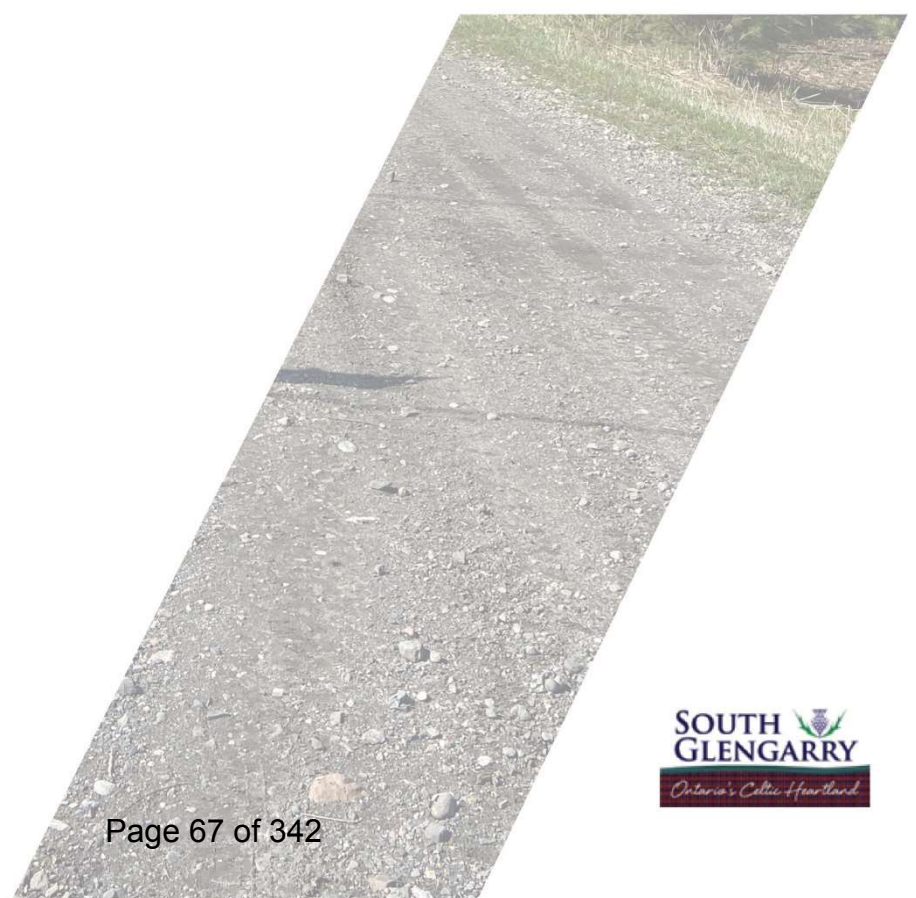


CLOSED TO



PEANUT LINE TRAIL

OPTIONS ANALYSIS- Final Report





PEANUT LINE TRAIL OPTIONS ANALYSIS

TOWNSHIP OF SOUTH GLENGARRY

FINAL REPORT

PROJECT NO.: CA0002229.3054

CLIENT REF: TOWNSHIP OF SOUTH GLENGARRY

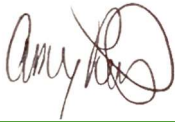
DATE: DECEMBER 05, 2023

WSP

WSP.COM

SIGNATURES

PREPARED BY



Amy Purvis, MLA
Intermediate Landscape Designer

December 05, 2023

Date

APPROVED¹ BY *(must be reviewed for technical accuracy prior to approval)*



Allison Good, OALA, CSLA
Senior Landscape Architect

December 05, 2023

Date

WSP Canada Inc. prepared this report solely for the use of the intended recipient, Township of South Glengarry, in accordance with the professional services agreement. The intended recipient is solely responsible for the disclosure of any information contained in this report. The content and opinions contained in the present report are based on the observations and/or information available to WSP Canada Inc. at the time of preparation. If a third party makes use of, relies on, or makes decisions in accordance with this report, said third party is solely responsible for such use, reliance or decisions. WSP Canada Inc. does not accept responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken by said third party based on this report. This limitations statement is considered an integral part of this report.

The original of this digital file will be conserved by WSP Canada Inc. for a period of not less than 10 years. As the digital file transmitted to the intended recipient is no longer under the control of WSP Canada, Inc., its integrity cannot be assured. As such, WSP Canada Inc. does not guarantee any modifications made to this digital file subsequent to its transmission to the intended recipient.

CONTRIBUTORS

CLIENT

Sherry-Lynn Servage	General Manager of Parks, Recreation & Culture
Joanne Haley	General Manager of Planning, Building & Enforcement
Sarah McDonald	General Manager of Infrastructure

WSP

Allison Good	Project Manager/ Sr. Landscape Architect
Amy Purvis	Landscape Designer/ Technical Lead
James Schofield	Senior Advisor
Nick Sully	Transportation Planner / Designer
Jade Garland	Planner – Community Engagement
Kasia Olszewska	Planner – Community Engagement

TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	Project Background	1
1.2	Existing Conditions.....	3
2	WHERE ARE WE NOW?	12
2.1	Rationale for the Study	12
2.2	Additional Trail Influences:	17
2.3	Character of Existing Corridor	26
3	WHAT WE HEARD	34
3.1	Stakeholder Engagement Process	34
3.2	Engagement Feedback	34
3.3	Empower	40
4	WHERE DO WE WANT TO GO?	41
4.1	Exploring the Options	41
4.2	Design Standards	48
5	HOW CAN WE GET THERE?	49
5.2	Assessment of Options	50
5.3	Preferred Option	53
5.4	Short and Long-Term Considerations	58
6	WHATS NEXT?	64
6.1	Next Steps	64
6.2	Summary	66
	REFERENCES	68

TABLES

TABLE 1: SUMMARY OF POLICIES REVIEWED FOR THE STUDY	12
TABLE 2: SUPPORTING DOCUMENTS & POLICIES	14
TABLE 3: SUCCESSFUL TRAIL PRECEDENT EXAMPLES COMPARISON CHART	19
TABLE 4: POTENTIAL TRAIL FUNDING OPPORTUNITIES	55
TABLE 5: POTENTIAL COST RECOVERY OPPORTUNITIES	56

FIGURES

FIGURE 1: PROJECT SITE KEY MAP	1
FIGURE 2: INDIGENOUS LANDS MAP	2
FIGURE 3: PROJECT SITE LOCATION & SEGMENT SECTIONS	4
FIGURE 4: SHARE OF SENIORS IN POPULATION CENSUS DIVISION IN 2046.	9
FIGURE 5: EXISTING SNOWMOBILE ROUTES	18
FIGURE 6: OPPORTUNITIES AND CONSTRAINTS MAP	29
FIGURE 7: EXISTING AGRICULTURAL ACCESS POINT CROSSINGS	30

APPENDICES

A	PHOTO INVENTORY
B	PUBLIC ENGAGEMENT SESSIONS
C	CONCEPT PLAN ROW 2009
D	TRAIL & ROAD CROSSING DESIGN GUIDELINES & PRIORITIES
E	PREFERRED OPTION OPINION OF PROBABLE COST
F	MAINTENANCE & OPERATIONS GUIDELINES
G	AGREEMENT EXAMPLES

1 INTRODUCTION

1.1 PROJECT BACKGROUND

The Township of South Glengarry is located along the north shore of the St. Lawrence River in Eastern Ontario, between the City of Cornwall and the Province of Quebec. South Glengarry is a lower-tier municipality, within the United Counties of Stormont, Dundas & Glengarry, covering 605 km². WSP was retained to provide consulting services to create an Options Analysis for the existing Peanut Line Trail.

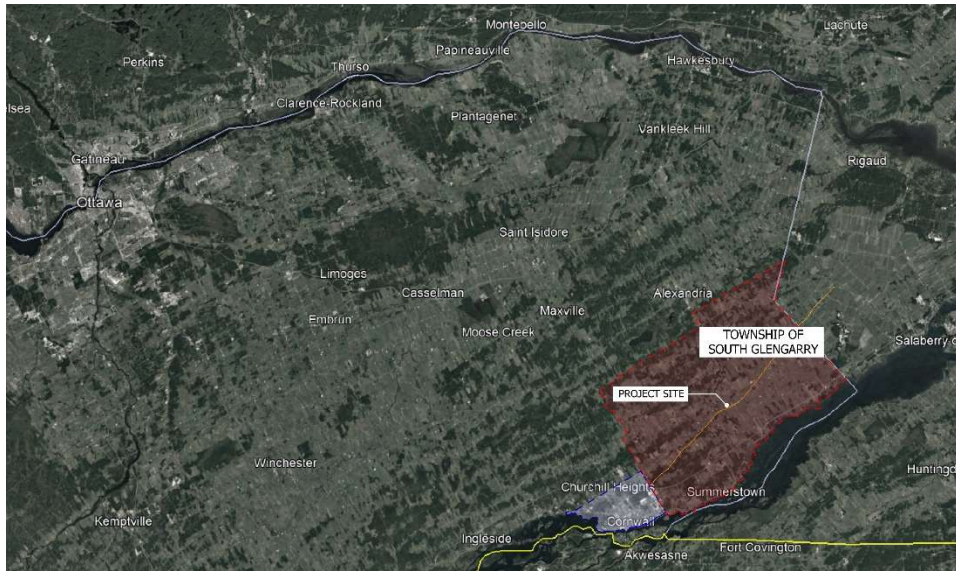


Figure 1: Project Site Key Map

This trail is a 31km rail bed located in the Township that runs from Boundary Road to the Quebec Border. The rail was active through 1980 prior to be decommissioned and removed in the early to mid 1990's. The trail includes:

- Approximately 100 ft. wide rail bed, expanding up to 200ft at former station locations,
- Approximately 3 main bridge structures in addition to steel and concrete culverts,
- Utilized as a multi-purpose trail that includes motorized recreational vehicles and OFSC trail use during the winter months, and
- Primary surfacing is granular and/or soil.

A unique aspect of this trail is the fact that it crosses through approximately 12 rural communities such as Glendale, Williamstown, Glen Gordon, North Lancaster and Bridge End, with a large portion of the trail on the east side being predominantly agricultural lands. The south end of the Township is geographically dominated by the St. Lawrence River which provides large natural areas and many recreational opportunities along the waterfront, including access to the Great Lakes Waterfront Trail.

The following report outlines and identifies the future opportunities for this piece of property, including an analysis of the physical, environmental, and future options of the trail alignment, trail crossing best practice review, land-use options including best practices for land-use agreements with users and adjacent landowners, maintenance standards, and next step recommendations.

We acknowledge the land that the Peanut Line Trail is the unceded and sovereign territory of the Akwesasne Mohawk and their ancestors. We also acknowledge the Algonquin, Haudenosaunee (Hoden-o-show-nee) (Iroquois), Huron-Wendat (huron-wen-dat), and Abenaki who are neighbors and partners to the Akwesasne Mohawk.

In times of great change, we recognize more than ever the importance to honour Indigenous history and culture and are committed to moving forward in the spirit of reconciliation, respect and good health with all First Nation, Métis and Inuit people and our community as a whole.

As representatives of the people of the Township of South Glengarry, we are grateful to have the opportunity to work and live on these lands.

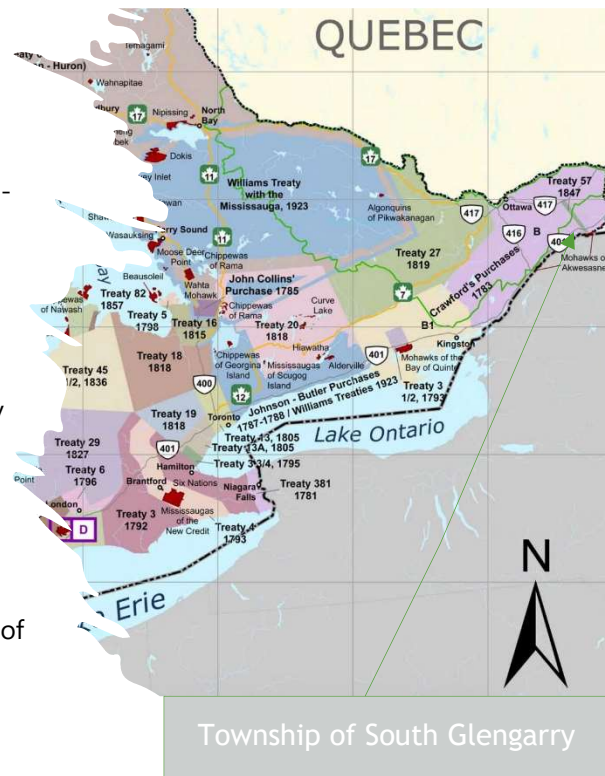


Figure 2: Indigenous Lands Map

1.1.1 STUDY GOALS & OBJECTIVES

The purpose of this study is to evaluate potential trail development, expansion, or improvement options within the project area. To make informed decisions, it is essential to assess the current state of the trail, considering its physical attributes, environmental factors, user needs, and surrounding land use.

This study will provide the Township with options that outline long- and short-term direction for the future of the Peanut Line Trail through the follow objectives:

- Develop a strategic plan for the provision of the Peanut Line Trail that is informed through the consultation and engagement process which included key stakeholders, adjacent landowners, trail users, and the municipality.
- Provide options for future maintenance, land use, and trail segment ownership which is guided by the consideration of existing limited maintenance of the trail along the eastern section and current use by adjacent landowner properties.
- Provide best practices, trail options, and recommendations for the future of the trail.

1.1.2 PREPARING THE STUDY

The process undertaken to develop a cohesive options analysis, informed through extensive consultation, was accomplished via three-step approach:

- 1- Background review and existing conditions analysis, which included the review of the Township's Official Plan, Strategic Plan, Recreation and Parks Master Plan, and demographics study, and other related policy documents including SDG County and Rasin River Conservation Authority.
- 2- Extensive community consultation and engagement sessions, including virtual and in-person workshops with trail users, adjacent-landowners, key stakeholders, and the municipality. Indigenous consultation with the Mohawk Council of Akwesasne was explore via invitation to discuss this project, however no response was received.
- 3- Analysis of best practices for trail crossings (road intersections) and review of industry standards and studies with municipal examples.

1.2 EXISTING CONDITIONS

The intent of the Trail Options Analysis is to provide a comprehensive analysis of the existing conditions of the Peanut Line Trail, building upon the successes, lessons learned, and existing support for this recreational trail within the municipality. To do this, there needs to be a clear understanding of the existing conditions of the trail. Existing conditions, within this trails study context, refers to the existing infrastructure that is currently on the ground, the facilities and support for an overall trail network that have been previously identified in past planning and policy documents, as well as the current demand and usage for cycling, walking, and motorized use of this recreational trail. By examining the existing conditions, this report serves as a foundation for identifying opportunities, addressing constraints, and exploring viable trail options that align with the project's objectives.

1.2.1 SITE CONTEXT

To highlight the existing conditions, **figure 3** outlines the study area. As shown in figure 3, the trail runs along the entire width of the Township, from the edge of Cornwall to the Quebec Boarder. Due to the scale, length, and existing conditions of the trail, it has been separated into two sub-categories:

- Western Section, approximately 12.9km in length; running from Boundary Rd. to John St. and
- Eastern Section, approximately 18.1km in length; running from John St. to the Quebec boarder.

The western section is well maintained and highly active compared to the eastern section which is in poor condition, varying surface conditions, and blends into the existing agricultural landscape.



Figure 3: PROJECT SITE LOCATION & SEGMENT SECTIONS

1.2.2 PEANUT LINE TRAIL

The existing conditions of the project sites are separated into three (3) main categories:

- Peanut Line Trail - Rail Corridor:
 - The trail is 31 km in length from Boundary Road to the Quebec border.
 - The rail corridor is an approximately 100 ft. wide rail bed, expanding up to 200ft at former station locations.
 - The trail is approximately 3.0m wide in locations that are currently maintained, with a clear zone of 7.0m. The trail width and clear zone decreases and varies significantly within the eastern section.
 - There are approximately 57 steel and concrete culverts.

- The trail is currently utilized as a multi-purpose trail that includes motorized recreational vehicles and OFSC trail use during the winter months.
- The primary surfacing is granular and/or soil. The granular varies from compacted to loose, 40mm clear stone/ ballast stone which makes walking/cycling difficult.
- The western section of the trail has kilometer markers (on-going).
- Road Crossings:
 - There is a total of seven (7) County Road (CR) crossings along the trail corridor. There are no signs, road crossings, crosswalks, or crossovers including pavement markings to warn vehicles of the approaching trail crossing.
 - Caution and Stop signs are located along the trail when approaching a road crossing.
 - Many of the roadways have deep drainage ditches on either side with culverts.
 - Based on the site visit, it is assumed there are utilities running parallel along the roadway (i.e., Bell, Hydro, etc.).
- Bridge Crossings:
 - There are a total of three (3) metal bridge structure crossings along the trail corridor, with two (2) in the western section and one (1) in the eastern section.
 - One (1) location at the ON/QC boarder within the eastern section may require review for accessibility and safety measures as per the Canadian Highway Bridge Design Code and/or O. Reg. 104/97 Standards for Bridges. Recommended work as outlined in the 2022 Structure Inspection Summary (Structure 3A) included:
 - Rehabilitation within 1-5 years, including re-grading of approaches, adjusting hazard signs, installation of railing system on both sides of the structure and concrete and crack repairs to substructure concrete components.
 - Investigate if steel is weathering steel and re-coating the bridge if not, and
 - Complete a substructure condition survey.
 - The bridge crossings along CR19 and CR17 were recently rehabilitated and include rubber matts to improve surface crossing conditions.
- Trail Crossings:
 - Approximately 45 farm access points are located along the trail corridor. Amongst those crossings, there are a few locations which farm equipment travels along the trail to access neighbouring fields.

PHOTO INVENTORY

A site visit to confirm existing conditions of the trail, roadways, and infrastructure (storm water, hydrology, etc.) was conducted on April 27, 2023. The following images highlight key concerns/ opportunities that will influence proposed design considerations.

A full photographic inventory, including photograph location mapping, is provided in **Appendix A**. All images were geotagged and added to a google earth map for viewing & locating by the Township.



Trail encroachment by farmer – stop sign to notify farm vehicles of trail & barn built adjacent to trail edge.



Trail blends into existing agricultural lands, rail bed & vegetation buffer removed and leveled out.



Unauthorized signage posted along trail by ATV club.



Bridge recently rehabilitated with guard rails and rubber mats to improve crossing conditions for pedestrian/equestrian/dog walking users.



Bell lines and potential other utilities running along ROW of road perpendicular to trail. Potentially located along trail.



Recently rehabilitated bridge crossing and look out/ rest spot along Eastern section of trail near CR-19. View of Rasin River.

 <p>Advertising Billboard – overly large. May cause traffic sightline issues. Sponsorship/ promotional material for businesses and events at Boundary Rd. trail access. No formal agreement with Township regarding signage.</p>	 <p>One of numerous culverts along rail bed that require ongoing maintenance/ repairs by the Township.</p>	 <p>Trail at Fairgrounds blends into existing roadway. Can lead to confusion for users re: direction and no differentiation between vehicular & trail user interface. Potentially dangerous intersection.</p>
---	--	--

STAFF RESOURCES

The Parks, Recreation and Culture Department currently has 4 full time and 2 part time (student) staff who are responsible for maintaining 13 facilities, the Peanut Line Trail, 16 parks, and various local school/sports fields.

The Roads Division undertakes a vast amount of maintenance upgrades along the Peanut Line annually, which includes gravel and culvert maintenance due to their experience and expertise with gravel road maintenance. The Roads Division is part of Infrastructure Services which is compiled of 9 full-time staff and 2 part-time staff, who also maintain 385 kilometers of roads.

From both an availability and financial perspective, staffing resources proves to be the greatest barrier – the challenge of having:

- limited capacity among Township staff, in relation to addressing stakeholder/user ideas and support forward,
- limited capacity to address key concerns, maintenance issues, and ability to implement any new programs as staff are largely already operating at or above capacity,
- need to adjust capital and operating budgets to maintain and enhance the trail experience has significant financial impacts including:
 - general trail conditions and infrastructure inspections/ maintenance of trail surfacing, vegetation buffers, culverts, amenities, etc.) on an annual basis,

- bridge inspections and repairs (on a biennial basis as per OSIM); and
- as the trail network expands (or in this case, general maintenance and surfacing requirements are met to unify the entire trail experience), limited operating funds may be available, competing with other demonstrated Township needs and priorities, resulting in not being able to meet evolving user expectations or levels of service.

1.2.3 DEMOGRAPHICS AND GROWTH PREDICTIONS

As of 2016 census, the Township has a population of 13,150, with the majority of residents falling in the age group of 18 to 64 years of age (8,370). Around 2,900 residents are considered seniors (over 65) and 1,880 residents are in the 0–14-year age group.

The population growth predictions by the Government of Ontario² for 2021–2046, for the census division of SDG County is expected to have a 0–25% growth. All regions in Ontario are projected to see a continuing shift to an older age composition of their population. The largest shifts in age structure are projected to take place in census divisions, many in rural areas. SDG Counties is estimated to see 27–30% of the population to be seniors by 2046.

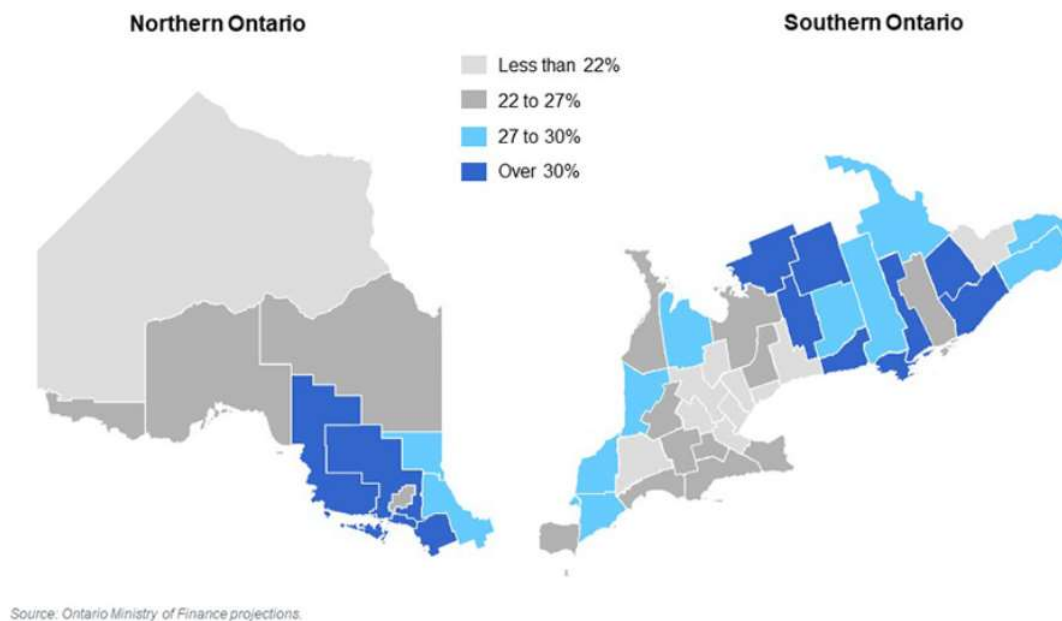


Figure 4: Share of seniors in population census division in 2046.

When developing policies and guidelines for recreational amenities (such as trails), it is important to be away of the current trends. The senior demographic prefers passive recreation and tend to have more free time and interest in volunteering with the community. The population projections for this areas census

² Source: Government of Ontario Growth Predictions 2021–2046, <https://www.ontario.ca/page/ontario-population-projections#:~:text=From%20a%20rate%20of%200.5.per%20cent%20by%202045%E2%80%93346>.

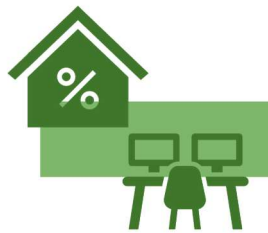
division in 2046 shows a positive increase in the senior's age demographic and a decline in children/ youth age group, thus passive recreational opportunities should be sought and planned for.

The "Population and Growth Projections" report by Hemson Consulting Ltd., published in January 2013, supports the above projections. This document provides an analysis of population and growth trends for the United Counties of Stormont, Dundas, and Glengarry in Ontario, Canada. The report focuses on projecting population changes and growth patterns over a specified time frame to assist in future planning and development efforts.

The key findings of the report include:



Projected population growth rates to grow slightly & demographic shifts to a more senior population.



Implications for various sectors such as housing (surplus of lands in most settlement areas), and employment (decreasing as more people are projected to retire and join the senior 65+ age range).

1.2.4 LAND OWNERSHIP

The Canadian Pacific Railway owned the rail corridor until its decommissioning when the lands were sold to the Township of South Glengarry in 2009. Based on documents retained to date, the majority of the former rail corridor is now fully owned by the Township. There are a few small segments of trail that are privately owned for agricultural access to land-locked agricultural land parcels for abutting landowners.

1.2.5 PARKS AND RECREATION MASTER PLAN (2023)

The following is a summary of the Township of South Glengarry Park and Recreation Master Plan (PRMP) document sections that are Peanut Line Trail specific. This summary document only discusses the sections within the master plan that directly referenced the Peanut Line. There are sections within the master plan that may also apply to the Peanut Line for example 6.5.1 Accessibility, that were not summarized.

The trail's main uses are walking/ dog walking, cross-country skiing, snowshoeing, cycling / biking, motorized sports, and equestrian. Its important to note that not all activities are permitted in all sections of the trail. The Peanut Line is a unique municipal asset and recreation amenity for year-round use by residents and visitors.

Its current classification in the proposed Municipal Parks Classification System is Trails, and current provision is noted as N/A. Future development considerations may include design based on targeted trail uses and amenities may include wayfinding signage, benches, lighting and trailheads with parking, bike racks, bike repair stations, washrooms, and mapping.

The following highlights of specific trail related sub sections and findings from the comprehensive engagement executed during the PRMP process will supplement engagement results conducted during this options analysis process.

Key findings from the PRMP include section 6.3 of the master plan which discusses Community Interest.

- Section 6.3.2 Trail Use portion of the online household survey and the telephone survey found:
 - o 84% use trails in South Glengarry (SG) that completed the online household survey compared to 48% that use the trails via the phone survey.
 - o Both the phone and household survey indicate that **walking/dog walking** is the top use of the trails in SG. The most frequently selected trail used is Summerstown Trails, and Peanut Line Boundary Rd. to Williamstown section (59%).
- Section 6.3.4 Trail Needs portion of the online household survey and the telephone survey found:
 - o 32% stated peanut line trail needs improvements.
 - o Better trail maintenance (63%)
 - o More/improved trail heads (57%)
 - o Links to Summerstown/ Waterfront Trails (54.4%)

Section 6.4 of the PRMP discusses Guiding Principles: Environmentally Focused Parks and Trails.

- Section 6.4.1 Stewardship found:
 - o Environmental concerns were identified during the consultation including wildlife disturbance along trail due to night time motorized vehicle use and damage and damage/ removal of trees and shrubs.
 - o The way in which the Township develops and manages the development of the Peanut Line and Cairnview Park can set a precedent about how environmental needs are, and should continue to be, integrated in parks and trail projects.

2 WHERE ARE WE NOW?

2.1 RATIONALE FOR THE STUDY

The development and implementation of municipal trails can have a significant impact on the community. There are many reasons why there should be additional consideration for and commitment to trails in South Glengarry, including supportive policies, guidelines and community and individual benefits. Each are outlined in more detail below.

2.1.1 POLICY SUPPORT

In the past decade, there has been an increase in support for active transportation and recreation from all levels of government. Provincial, County, and Municipal governments are now working together and establishing policies, research, strategies, and initiatives which provide support for investments and improvements which accommodate self propelled forms of transportation and improve the overall community quality of life.

To inform the development of the Trails Options Analysis, policies at each level of government were reviewed. Table 1 provides an overview of the policies that were reviewed.

Table 1: Summary of Policies Reviewed for the Study

PROVINCE OF ONTARIO	SDG COUNTY	TOWNSHIP OF SOUTH GLENGARRY
<ul style="list-style-type: none">— Trails Strategy— Cycling Strategy: #CycleON— Cycling Tourism Plan— Ontario Traffic Manual Book 18: Cycling Facilities— Climate Change Action Plan— Provincial Policy Statement— Accessibility for Ontarian's with Disabilities Act— Ontario Trails Act	<ul style="list-style-type: none">— SDG County Official Plan	<ul style="list-style-type: none">— Township of South Glengarry Official Plan— Strategic Plan— Parks and Recreation Master Plan— Age-Friendly Community Action Plan— Concept 1 and Concept 2 Plan for CPR Right-of-Way Acquisition (2009) by McIntosh Perry

The Ontario Trails Act – 2016

The Ontario Trails Act is legislation enacted by the Government of Ontario in 2002 to support the development, management, and use of trails in the province. The Act establishes a framework for the creation, maintenance, and protection of trails, aiming to enhance recreational opportunities, promote healthy and active lifestyles, and conserve natural and cultural heritage. It provides definitions, establishes the authority and responsibilities of trail managers and landowners, and outlines various provisions related to trail planning, development, operation, and enforcement. The Act also enables the establishment of a voluntary trails classification system and grants certain legal protections for landowners who allow trails on their property. It is designed to facilitate collaboration among various stakeholders, including municipalities, landowners, trail user groups, and conservation authorities, in order to ensure the sustainable and responsible management of trails across Ontario.

The Ontario Trails Act includes provisions that aim to protect landowners who allow trails on their property. These protections are intended to provide reassurance and incentives for landowners to permit trail access on their lands. Some ways in which the Act offers protections for landowners include:

- **Liability protection:** The Act includes provisions that limit the liability of landowners who allow trails on their property. It states that landowners are not liable for injuries or damages that occur as a result of ordinary trail use, unless the landowner deliberately created the hazard or acted recklessly.
- **Indemnification:** The Act allows the government to indemnify landowners against legal actions related to trail use. This means that if a landowner is sued because of trail activities, the government may provide legal defense and cover any damages awarded.
- **Agreement requirements:** The Act enables landowners and trail authorities to enter into agreements that define the terms and conditions of trail use. These agreements can outline specific responsibilities, rights, and obligations of both parties, providing clarity and legal protection.
- **Compensation:** In certain circumstances where a trail use agreement affects the landowner's property rights or significantly interferes with their land use, the Act allows for compensation to be provided to the landowner.

These protections are intended to encourage landowners to participate in trail initiatives by alleviating concerns about legal liabilities and providing mechanisms for fair agreements and compensation. It helps foster a cooperative relationship between landowners and trail authorities for the benefit of trail users and the overall trail network.

The Ontario Trails Act applies to trails in the province of Ontario, regardless of whether they are located on lands owned by lower-tier municipalities or crown lands. The Act provides a framework for the establishment, management, and use of trails in Ontario, and it applies to various types of trails, including those owned by municipalities, conservation authorities, private landowners, and crown agencies. The Act

sets out the general rules and regulations that govern the development, maintenance, and use of trails, and it provides guidance on matters such as liability, agreements, permits, and trail management. However, it's important to note that specific details and requirements may vary depending on the jurisdiction and landowner involved. Local municipalities and landowners may have additional bylaws or agreements in place that complement or expand upon the provisions of the Ontario Trails Act.

2.1.2 TOWNSHIP REPORTS, STUDIES, AND POLICIES

The Township of South Glengarry has developed and adopted several standards, policies and guidelines which provide staff and partners with the necessary direction to plan, design and implement services and infrastructure Township-wide. Select standards and guidelines refer to the planning, design and construction of trail infrastructure were reviewed with an overview of those resources provided below in **Table 2**.

As part of the development of the Trails Options Analysis a comprehensive review of these guidelines and standards was completed. The review was completed to ensure that the trail recommendations align with and are supported by the trail policies and guidelines identified by the Township and current best practices in trail design.

Table 2: Supporting Documents & Policies

REPORT / GUIDELINE/ POLICY	APPLICABILITY
AGE- FRIENDLY COMMUNITY ACTION PLAN (JUNE 2016)	<p>Developed in 2016, TSG Age-Friendly Community Action Plan emphasizes the need for improved transportation and safe walking/cycling options, highlights the value placed on local recreation facilities and trails by the community, and identifies the strong interest of older adults in expanding outdoor active recreation programs. The plan also recognizes the significance of the trail network, volunteer groups, and meeting accessibility requirements for enhancing trail experiences and promoting age-friendly communities.</p> <ul style="list-style-type: none"> AODA requirements are important for trail improvement initiatives such as public washrooms year-round, warming stations, shelters, seating areas, shade, and wayfinding/ signage
PARKS & RECREATION MASTER PLAN (JAN 2023)	<p>Developed in 2023, the PRMP focuses on improving and enhancing the existing trail network, particularly the Peanut Line Trail. The plan recognizes the importance of trails for outdoor recreation, highlights the community's interest in trail usage, and acknowledges the need for trail improvements and connections.</p> <p>Rather than considering options to eliminate the trail, the master plan emphasizes the need for better trail maintenance, improved amenities along</p>

	<p>the trail, enhanced trailheads, and strengthened connections to other trails and community areas (such as parks). The plan also suggests conducting a Peanut Line Trail Study to address existing issues and inform future infrastructure work.</p> <p>Overall, the Township of South Glengarry Park and Recreation Master Plan aligns with the goal of preserving and expanding the trail network, making it more accessible, engaging, and enjoyable for residents and visitors. It aims to capitalize on the community's interest in trail-based recreation and recognizes the value of trails in promoting active and healthy lifestyles.</p> <p>Two key findings relating to this trail options analysis include:</p> <ul style="list-style-type: none"> • Peanut Line Trail Infrastructure: The master plan provides an overview of the Peanut Line Trail and identifies the opportunities it offers for multi-use trail-based recreation but also highlights areas that require improvement, such as seating, lighting, trash receptacles, parking, washrooms, and warming stations. The trail lacks direct connections to Township parkland and needs better links to communities and recreation areas. • Community Interest and Trail Use: Survey findings reveal that a significant percentage of residents use trails in South Glengarry, with walking and dog walking being the most common activities. The Summerstown Trails and the Peanut Line Trail section from Boundary Road to Williamstown are the most frequently utilized trails. Recommendations include better trail maintenance, improved trailheads, and connections to the Summerstown and Waterfront Trails.
STRATEGIC PLAN (2019-2022)	Developed in 2019, the Township of South Glengarry developed a strategic plan for the Township. Five strategic goals are identified with Goal 1 (Enhance economic growth and prosperity), Goal 2 (Invest in infrastructure and its sustainability), and goal 4 (Improve quality of life in our community) directly correlate to recreational trails.
GLENDALER'S COMMUNITY PARTNERSHIP AGREEMENT (2015-2016)	By-law 02-16 was developed and approved January 2016 by the Township to permit members of the Glendaler's Winter Sports Club to use the Peanut Line Trail for ATV's and Snowmobiles from November 2015 through March 2025. The community partnership agreement outlines responsibilities of both parties.
TSG RECREATION STANDARDS BY-LAW (2012)	By-law 47-12 sets the recreation standards for the Township and includes the definition of recreational trails. Recreational trails are to be inspected twice per year.

The Township is currently in the process of developing two policies for the Peanut Line including a Trail User Policy and Trail Maintenance Policy, both of which are draft documents and are not formalized as of yet.

- Peanut Line Trail User Policy (DRAFT):
 - o This policy outlines the permitted users on the trail, which is classified as a multi-use trail for motorized recreational vehicles (i.e., ATV/Snowmobile) and non-motorized (i.e.: pedestrian, cycling, snowshoeing, etc.). Responsibilities by the Township and Abutting property owners are addressed.
 - o Although automobiles and trucks are not allowed on the trail, property owners who need to access the trail must notify the Township with a written request and wait for a response on acceptance or denial.
- Peanut Line Maintenance Policy (DRAFT):
 - o The objective of this policy is to outline policies to ensure the safety of users on the trail and a systematic approach to the maintenance of the trail facilities. Trail reporting through bi-annual inspections and normal maintenance tasks are to be performed and captured in the maintenance logbook. Inspections are to occur in the spring and fall prior to the winter months (peak season use) in addition to a minimum of 2 additional inspections per year for further preventative measures. Inspections on the existing conditions, including all deficiencies regarding surface conditions, bridges and culverts, drainage, brushing, tree trimming and removal, debris and litter, and trespassing are to be recorded with exact locations.

2.1.3 ADDITIONAL SUPPORTING STUDIES

In 2009 the Township of South Glengarry contracted McIntosh Perry Consulting Engineers³ to conduct a high-level overview of two (2) concept plans for acquiring the decommissioned CP railway right-of-way (ROW) in the Township. The report outlines the objectives, methodology, and findings related to the proposed acquisition of the railway corridor for potential future use as a recreational trail. The concept plans explore the feasibility, benefits, and challenges associated with repurposing the railway ROW to enhance the recreational opportunities and community connectivity within South Glengarry. The report serves as a foundational document to guide decision-making and future planning processes for the acquisition and development of the railway corridor as a valuable asset for the township and its residents.

A summary of the recommendations and conclusions for both Concept 1 and Concept 2 can be found in **Appendix C**.

³ Source: McIntosh Perry Consulting Engineers Ltd. (May 2009) – Concept 1 and Concept 2 Plan for CPR Right-of-Way Acquisition, Township of South Glengarry.

In summary, Concept 1 Plan was identified in the approved Communications Plan as essentially a status report on the condition of the Peanut Line. The Concept 2 plan required a more in-depth analysis of policy documents and more detailed engineering inspections of the existing structures. The County, Regional and Township planning and recreational documents all support the public ownership and use of the property for recreational purposes. CN, the vendor of the property had also recognized the importance of this ROW being in public ownership and thus resisted the sale of the property to private interests – even at a substantial premium. The former track bed itself is somewhat fragmented, but the ROW is a continuous parcel of land that will not be available again if sold to private interests. There will be considerable discussion regarding the use and maintenance of the ROW, but it is likely that the concerns and desires of all stakeholders can be accommodated to some extent.

If the township decides to purchase then it is recommended that the township partner with all stakeholders including the County, Raisin River Conservation Authority, the public and the users of the trail (like the Glendalers) to develop a trails master plan. Short-term, medium-term and longer-term goals should be identified and coordinated with the township's capital improvement programme.

A formal letter was sent to all abutting landowners of the CPR ROW on May 28, 2009, from the Township. Enclosed was a copy of the conclusions, recommendations, and next steps received from the Consultant in Concept 2 Plan with a notification of a presentation to Council.

2.2 ADDITIONAL TRAIL INFLUENCES:

The following section highlights clubs, developments, and surrounding trail networks that can influence the final recommendations for the Peanut Line Trail. Additional trail influences include successful trail precedent examples of similar nature as the Peanut Line Trail and road crossing legislation and guidance.

2.2.1 NEIGHBOURING RECREATIONAL TRAIL NETWORKS

Motorized Trail Networks:

The Glendalers Winter Sports Club (the Glendalers) has an agreement with the Township regarding usage and maintenance. The agreement allows for the Glendalers to help with maintenance on the trail. The agreement permits members of the Glendalers to use the trail for All Terrain Vehicles (ATVs) but in no way provides exclusive use by the Glendalers. Under the terms of the agreement, they are to provide inspections on a semi-annual basis as well and insurance documents. It is noted that the agreement was formed in 2016 and should be revisited to ensure it meets the needs of the Peanut Line, the Glendalers, other trail user groups and the Township.

The Glendalers also has existing advertisement board(s) (i.e.: 1 at Boundary Rd. trail head). The boards include advertising for private businesses and clubs. Consideration as to the future of these boards, including current and future locations, content, maintenance, management, and fees should be reviewed

in consideration of the total trail network wayfinding strategy. This signage type could also be a potential revenue opportunity for the Township and/or partners. Refer to **Appendix A** photo inventory.

The existing snowmobile trail network for the Glendaler's Winter Sports Group is shown below (**Figure 5**):



Figure 5: Existing Snowmobile Routes

Adjacent Trail Networks:

There are a few existing trail networks throughout the Township of which potential linkages could be made to the Peanut Line, creating a large Township-wide trail network. These trails include:

- The Great Lakes Waterfront Trail – this is a trail that is part of a national trail system. The segment within the Township boundary is on-road from the South Service Road between CR-34 and 4th Line before rejoining CR-2. The trail then moves off-road from Boundary Rd. to the paved trail system in Cornwall.
- Raisin Region Conservation Authority - The trail network spans across various natural areas and conservation lands, providing access to scenic landscapes and ecological habitats. The trail network consists of well-maintained paths that cater to a range of activities, including hiking, walking, cycling, and nature observation. The trails are designed to accommodate different skill levels and interests, offering both easy and challenging routes. One notable trail within the network is the Greys Creek Conservation Area Trail (owned by Raisin Region Conservation Authority), which meanders along the picturesque Raisin River and outlets to the St. Lawrence River. This trail provides scenic

views, wildlife viewing opportunities, and a tranquil atmosphere for visitors to immerse themselves in nature.

- Friends of Summerstown Trail – Is a community organization that maintains and promotes the trail network in Summerstown, Ontario. The trail network offers groomed cross-country ski, snowshoeing, and hiking trails through scenic woodlands and fields. They organize events and programs to engage the community and enhance the trail system. The Friends of Summerstown Trails provide a valuable outdoor recreational resource for residents and visitors and is owned by SDG County.

2.2.2 SUCCESSFUL TRAIL PRECEDENTS

Trail Precedent Examples

This section highlights successful trail precedent examples of which the Township can further review and investigate as they may provide ideas for internal discussion for future planning, studies, and master planning/ visioning for the Peanut Line Trail.

Table 3 is a comparison chart of successful trail examples. Although not an exhausted list, and 3 of the 4 are multi-jurisdictional entities, they all provide good information and resources for future considerations of the Peanut Line Trail.

Table 3: Successful Trail Precedent Examples Comparison Chart

	Millennium Trail - Prince Edward County	Bruce County Rail Trail:	Ottawa Valley Recreational Trail	Kawartha Trans Canada Trail
Website	Millennium Trail - Prince Edward County Ontario Trails Council	Bruce County Rail Trail Ontario Trails Council	Ottawa Valley Recreational Trail Ontario Trails Council	Kawartha Trans Canada Trail Ontario Trails Council
Region	Prince Edward County	Bruce, Grey, Simcoe	Lanark County, Renfrew County, Papineau-Cameron Township	Kawarthas and Northumberland
Length	49km	80km	296 km	44 km
Width	Approx. 3.0m	Approx. 3.0m	Approx. 5.0m	Approx. 2.5m-3.0m
Surface type	Gravel	Mixed	Natural surface, asphalt, gravel	Gravel
Maintenance standards/ guidelines	N/A	N/A	Trail management plan	N/A

	Millennium Trail- Prince Edward County	Bruce County Rail Trail:	Ottawa Valley Recreational Trail	Kawartha Trans Canada Trail
			The Rose Point Recreational Trail Management Plan (ottawavalleytrail.co m)	
Amenities	Free parking, seasonal toilets, trail heads, shelter	Free parking	Free parking	Free parking
ATV	Must be insured & licensed. Not allowed during winter	Permit required	Permit required (May 1-Nov. 30, OFATV)	Not allowed
Snowmobile	Permit Required (OFSC)	Permit Required (OFSC)	Permit Required (Dec. 1-Apr.30, OFSC)	Permit Required (OFSC)
Equestrian Users Allowed	Yes	Yes	Yes	Yes
Non-motorized Users	Cycling, hiking walking, mountain biking, snowshoeing & backcountry	Country skiing, Cycling, hiking walking, mountain biking, snowshoeing & backcountry, dog sledding,	Cycling, hiking walking, mountain biking, snowshoeing & backcountry	Cycling, hiking walking, mountain biking, snowshoeing & backcountry
Trail guidelines/ trail rules	PEC BY-LAW No. 3668-2045 princeedwardcounty .civicweb.net/docum ent/103630/	N/A	Trail Code of Conduct, BY-LAW 119-18 Microsoft Word - By-Law No. 2018-42 Ottawa Valley Recreational Trail.docx (civicweb.net) By-law 119-18 Regulation of Algonquin Trail (ottawavalleytrail.co m)	Trail Code of Conduct Trail Use – Kawartha Trans Canada Trail (ktct.ca)

	Millennium Trail- Prince Edward County	Bruce County Rail Trail:	Ottawa Valley Recreational Trail	Kawartha Trans Canada Trail
			TRAIL CODE OF CONDUCT OVRT (ottawavalleytrail.co m)	
Volunteer Organizations	Friends of Millennium Trail			Kawartha Trans Canada Trail Association (KTCTA)
Seasonal operation	Year round	Year round	Year round	Year round
Hours of operation	7am to 11pm	N/A	7am to 11pm	N/A
Notes	Farm tractors from adjacent lands, emergency and service vehicles do have access. Dirt bikes should review applicable by-laws.		No dirt bikes, motorcycles, motor vehicles. Trail passes through County of Renfrew, Lanark County and Papineau-Cameron Township each have their own separate rules.	Has a trail monitoring form: Trail Monitoring Form – Kawartha Trans Canada Trail (ktct.ca) , Trail use survey Trail Use Surveys – Kawartha Trans Canada Trail (ktct.ca) Shared usage of linear projects (i.e. water or gas pipelines and fibre optic cables). The trail can also provide access for utility service vehicles and limited access to homes and fields for farmers.

The **Ottawa Valley Regional Trail** requires ATV users to have permits to use the trail through the Ontario Federation of All-Terrain Vehicle Clubs (OFATV). The OFATV is a non-profit organization that represents and advocates for the interests of ATV riders in the province of Ontario. The OFATV works to promote responsible ATV use, develop and maintain trail networks, and engage in advocacy efforts to protect the

rights of ATV riders. They collaborate with local clubs, landowners, and government agencies to establish and maintain a sustainable trail system for ATV enthusiasts in Ontario.

The **Rails-to-Trails Conservancy**, although USA based organization, provides a wealth of information online for a variety of trail-related topics, including:

- ways to mitigate risk,
- liability and trail insurance considerations,
- management basics,
- trail conflicts and user speeds,
- programming and events,
- promoting equity in trail use and programming, and
- trail maintenance.



Example of rest and refuge and shelter amenity along the PEC Millennium Trail.



Example of existing trail surface along an old railway bed, that is now known as the PEC Millennium Trail.



Example of a natural trail within the Bruce Trail network.



Example of winter sport activities along the Bruce Trail network.



Wide trail bed allows for multiple user types to enjoy along the Ottawa Valley Trail.



Example of a dual trail system (W&OD Trail) in Arlington, VA. The central pavers are permeable while also visually separating the two user groups.

The **W&OD Trail** is a highly popular trail that serves as both a recreational amenity and a transportation route. Due to its popularity, conflicts often arise among users due to varying speeds. To address this issue, NOVA Parks proposed a project in 2019 to upgrade the section of the trail between Roosevelt St. and Carlin Springs Rd. in Arlington. The aim of the project was to enhance safety and comfort for trail users by reducing conflicts. The W&OD Trail serves more than 1,000 bicycle and pedestrian trips per day as the trail provides connections to major regional activity centers and transit station.

Note that the context of this trail is urban versus the rural nature of the Peanut Line Trail, however the width of the trail bed may allow of a similar idea to separate motorized and non-motorized users.

It should be noted that motorized users and equestrian users have different trail design requirements compared to non-motorized users (pedestrians and cycling). These can impact final decisions on permitted trail users.

- ATV users require a minimum of 2.4-3.0m (8-10 feet) wide trail (one way), or 3.6-4.3m (12-14 feet) wide trail for two way use. Sightlines require a minimum sight distance of 122m (400 feet).
- Equestrian users require hard surfaces (prefer compacted natural dirt surfaces), a minimum of 1.5m (5 feet) wide with a sight distance of 30m (100 feet).
- Vertical clearance of 2.4-3.0m (8-10 feet) required for both.

2.2.3 ROAD CROSSING LEGISLATION & INDUSTRY GUIDANCE:

Highway Traffic Act

The Highway Traffic Act (HTA) regulates how people may use roads within Ontario, including the rules for road crossings, crosswalks, and crossovers.

Crosswalks

The HTA defines a crosswalk as:

- (a) that part of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the roadway, or
- (b) any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other markings on the surface.

A crosswalk is typically located at an intersection and has pavement markings for pedestrians to cross the roadway. The HTA states that drivers must stop and yield the right of way to pedestrians lawfully within a crosswalk.

Pedestrian Crossovers

A crossover (PXO) is defined as “any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations”. The HTA requires that drivers stop when a pedestrian is within the crossover and shall not proceed until the pedestrian is no longer within the roadway. Riding or operating a bicycle within a crossover is not permitted. Municipalities may not pass by-laws to designate a crossover on a road where the speed limit exceeds 60 km/hr.

Crossrides

The HTA was recently amended in 2014 to allow for the legal creation and use of crossrides. Subsection 144 (29) previously stated: “No person shall ride a bicycle across a roadway within or along a crosswalk at an intersection or at a location other than an intersection which location is controlled by a traffic control signal system.” This section was amended to allow cyclists to ride their bicycle along a crosswalk, allowing for crossrides to be implemented at intersections. It is however noted that this amendment did not allow for people to ride bicycles along a crossover, so controlled mid-block crossings for bicycles are not currently legal under the HTA.

Off-Road Vehicles Act

The Off-Road Vehicles Act (ORVA) regulates the operation of off-road vehicles, including all-terrain vehicles (ATVs), that are not being operated on a roadway and off-road vehicles that are crossing a roadway. The regulations of the HTA apply to off-road vehicles operated on a public roadway. The ORVA sets requirements for permits, offenses, and other aspects of operating an off-road vehicle. The ORVA requires that off-road vehicles be operated with due care, attention, and reasonable consideration for other persons. The ORVA does not have specific requirements for the crossing of roadways.

Motorized Snow Vehicles Act

The Motorized Snow Vehicles Act (MSVA) regulates the operation of motorized snow vehicles, including snowmobiles, in Ontario. The MSVA sets requirements for permits, operation of snow vehicles, and provide authority for municipalities to regulate snow vehicles. The MSVA allows municipalities to regulate or prohibit the use of motorized snow vehicles on their roads. An upper-tier municipality may prohibit motorized snow vehicles from operating along or across any roads within their jurisdiction, including prohibiting crossing at local roads and trails. Where motorized snow vehicles are permitted to cross, the MSVA states that they must cross at an angle of approximately 90 degrees to the direction of the road.

Industry Guidance

Industry guidance for crosswalks, pedestrian crossovers, and crossrides in Ontario is provided through Ontario Traffic Manual (OTM) Books 15 and 18. Cycling and pedestrian crossing treatments are intended to allow cyclists and pedestrians to reach a destination on an opposing side of a roadway or to continue their trip along intersecting roadways by clearly delineating areas on a portion of roadway for cycling and pedestrian use through the provision of signage, surface lines or markings, etc. Crossings should be provided where there is the potential to connect active transportation facilities along both sides of the corridor. Roadway crossing treatments are offered at locations such as mid-block crossings and the crossing treatment selection is dependent on the complexity of the crossing environment and exposure to motor vehicle traffic, in which the principles used are similar between the selection of cycling and pedestrian crossing treatments. Crossing treatments have the following classifications:

- **Controlled** – locations where motor vehicle movements are controlled by stop or yield signs, traffic signals, pedestrian crossovers, etc. It is noted that an unsignalized crossing may not be warranted if the crossing site is within 200m of the nearest traffic control device.
- **Uncontrolled** – cyclists and pedestrians do not have the right-of-way to cross the roadway and are required to wait until it is safe to do so once there is a gap in the traffic stream. Cyclists are faced with a stop or yield sign and there is no requirement for motorists to yield to pedestrians or cyclists but must exercise caution.

Refer to **Appendix D** for future design details for all crossing types.

2.3 CHARACTER OF EXISTING CORRIDOR

2.3.1 TRAILS AUDIT & ASSESSMENT

The Peanut Line Trail in South Glengarry is a 31.8-kilometer rail trail that stretches from the east to west boundaries of the municipality. It offers a variety of outdoor recreational opportunities, including walking, jogging, hiking, motorized sports (ATV and Snowmobiling), and cross-country skiing activities. The trail passes through farmland with pockets of wooded areas, providing a scenic and diverse landscape. However, the trail currently lacks amenities such as seating, consistent trail surfacing, trash receptacles, parking, washrooms, and trail heads. It has limited connections to Township parkland and other recreation areas, which could be improved. Currently there are no road crossing markers or signage notifications for vehicles approaching.

The trail can be separated into two sections, the western section which runs from Boundary Road along the Township boundary to Williamstown, and the eastern section which runs from Williamstown to the Provincial boundary of Ontario and Quebec. The condition of these sections is drastic and varies:

- The western portion is in better condition, featuring a wider width, granular surfacing, maintenance, mile markers, and more canopy cover with scenic views and bridge crossings.
- The eastern portion is narrower, bumpy, and unsurfaced, running through farm fields. This section tends to blend into the existing landscape making it difficult for users to delineate the path from neighbouring private lands. The Peanut Line Trail is valued by the community, and there is a need for better trail maintenance, improved trailheads, and enhanced connections to other trail systems.

Overall, this trail corridor bisects the Township east to west and is centrally located. The trail passes through rural and residential communities, has approximately 45 farm access crossings, and has approximately 7 road crossings.

2.3.2 OPPORTUNITIES AND CONSTRAINTS OF THE TRAIL

To determine trail options for the future of this trail segment, it is important to understand the existing opportunities and constraints for which it presents. Opportunities and constraints have been categorized into Overall Trail Section, Western Section, and Eastern Section. Refer to **Figure 6**.

Overall Trail Section

Additional overall opportunities for the entire trail segment include:

- Connectivity: Utilizing the existing rail corridor provides an opportunity to create a connected trail network, linking different areas and communities.
- Linear Route: The rail corridor offers a straight and linear path, making it easier for trail users to navigate and follow.
- Scenic Value: The rail corridor often passes through picturesque landscapes, offering scenic views and an enjoyable trail experience.
- Historic Preservation: Converting a rail corridor into a trail segment allows for the preservation of a historically significant transportation route.
- Reduced Environmental Impact: By repurposing an existing rail corridor, there may be minimal need for additional land clearing or disruption to natural habitats. The trail is an active transportation corridor which can encourage non-motorized means of travel, such as for recreation or commuting to work, promote sustainability and reduce carbon emissions. Choosing non-motorized transportation over vehicular commuting contributes to reducing air pollution, noise pollution, and dependence on fossil fuels, thereby benefiting the environment, and improving overall air quality in the community.

Additional constraints include:

- Financial and Staffing Limitations: The trail corridor will increase capital costs for the renewal and rehabilitation of infrastructure assets, in addition to annual maintenance expenses. Staffing resources will be stretched to accommodate the additional 18km of upgraded trail infrastructure and 31km total maintenance, monitoring, reporting, and additional trail amenities (garbage collection, inspections, etc.). This will increase the annual capital and operating expenditure.
- Infrastructure and Safety Upgrades: The existing rail corridor may require modifications and upgrades to meet safety standards, including the construction of pedestrian bridges, crossings, signage, and lighting.
- Maintenance and Management: Ensuring proper maintenance and management of the trail segment, including regular upkeep, monitoring, and addressing potential safety hazards, can be a resource-intensive task, especially with significant infrastructure to maintain along the trail (5 bridges, 57+ culverts, 31km of trail surfacing (filling, re-leveling/grooming), and limited staff availability.
- Land Ownership: Determining ownership rights and securing necessary permissions and agreements from landowners along the rail corridor can be a challenge. The legal liability with regards to meeting (or not meeting) maintenance and safety standards can increase Township risk in addition to the costs associated with the recommended safety upgrades.

- Land Use Conflicts: The rail corridor may intersect with or pass through areas designated for other purposes, such as private properties, industrial zones, or protected lands, leading to potential conflicts.
- Environmental Regulations: The rail corridor may traverse environmentally sensitive areas, requiring compliance with conservation requirements and regulations to protect flora, fauna, and ecosystems.

Western Section

Overall, the western section of trail (approximately 12.9km) is in good condition, well maintained, and is highly active in use. Users include non-motorized groups such as walkers, hikers, bird watchers, dog walkers, and equestrians. Motorized users include ATV's (year-round) and snowmobiles during winter months. All land parcels within this section are owned by the Township.

Eastern Section

The eastern section (approximately 18.1km) is longer in length than the western segment and is in poor, deteriorating, condition. A vast majority of the rail bed has been removed, flattened, and damaged by adjacent agricultural vehicles and fields resulting in little to no shelter belt/woody buffer or fencing between the trail and fields. This causes the trail to not be visually defined, which can cause confusion on where a user is to go (public trail lands vs. private boundary), in addition to a lack of signage and consistent surfacing. For example, some areas of the trail divides fields where crops on either side part of the same farm field and the only way are to access them are to cross the PLT. Therefore, this section has higher trespassing and vandalism issues and concerns compared to the western portion. This is mainly due to the fragmented nature of this section of trail corridor, causing confusion by trail users driving onto adjacent private properties, causing damage to private land, including crop damage.

Land ownership within this section includes five (5) narrow, privately owned gaps of land, which total approximately 1,859 sq.m. (0.45 acres or 0.18 hectares). These gaps of land are located between CR34 to just east of School House Rd. The approximate size of each is noted below from A – E.

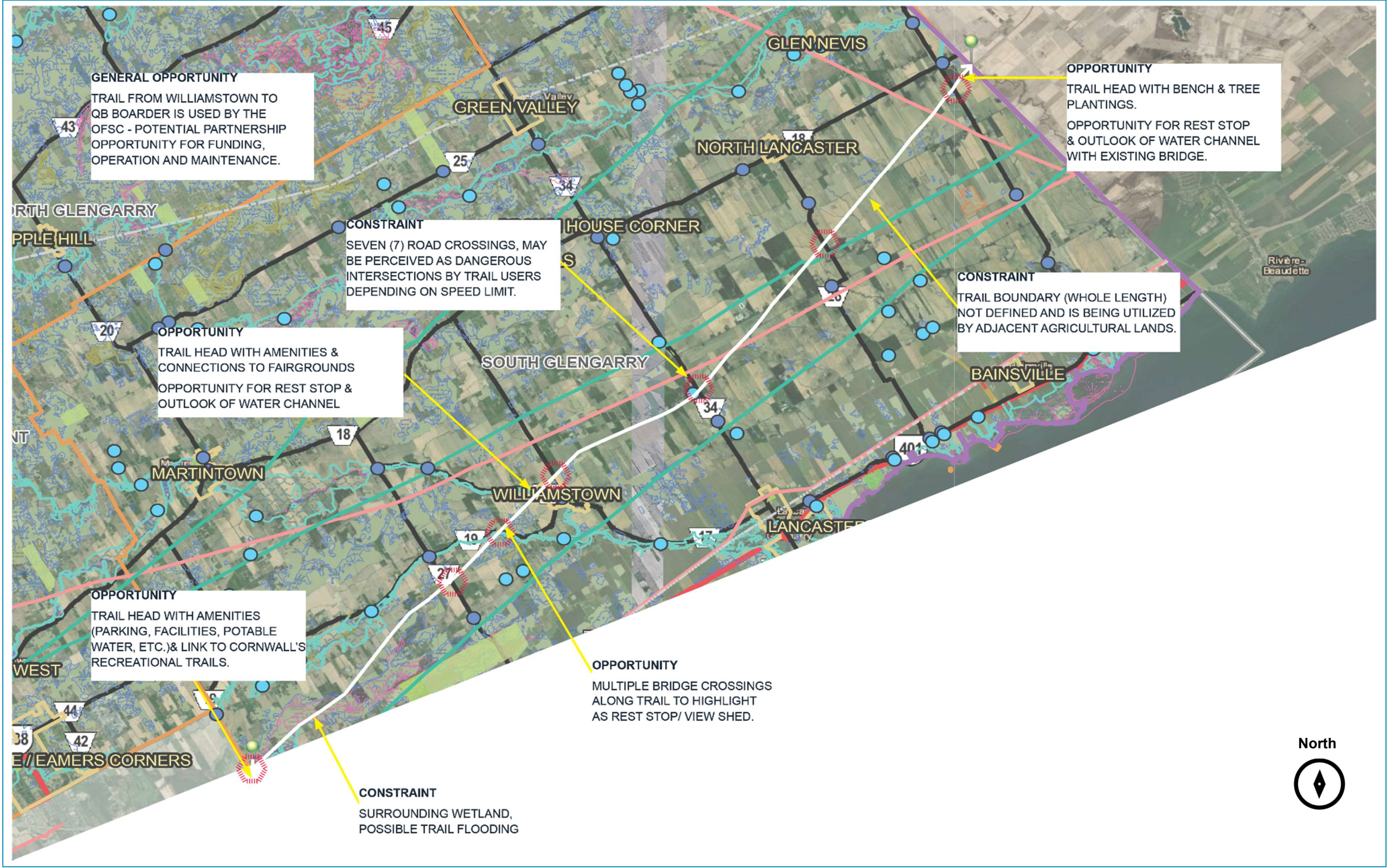
A= 0.0012sq.m	B= 792.5 sq.m	C= 470.76 sq.m	D=21.34 sq.m	E= 574.59 sq.m
---------------	---------------	----------------	--------------	----------------

Total area of privately own land: 1,859 sq.m (0.45 acres or 0.18 hectares).

Based on the site visit, it can be surmised that these parcels are primarily used by the owners as a farm crossing to access their adjoining fields. Since the Township does not own this land, it could create gaps in the trail segment and pose liability concerns.

It is important to note that these opportunities and constraints are general considerations and can be used as a starting point for future discussions and agreements in addressing any potential challenges with relevant stakeholders, including landowners, conservation authorities, and local government entities.

Figure 6: Opportunities and Constraints Map



2.3.3 AGRICULTURAL CONSIDERATIONS

The Peanut Line Trail is unique in nature as it bisects agricultural lands, thereby agricultural considerations should also be considered. Trails in rural and urban areas are beginning to function increasingly more as an integral part of transportation and recreation systems. In many cases, existing and proposed trails go through agricultural lands. Trail use has implications on farming that are often not identified or addressed. Trail planning should involve a strong partnership between the agricultural community and trail proponents (from concept through long-term management).

Figure 7 identifies the existing agricultural crossings located along the trail system in red. The majority of access points are direct crossings to adjacent fields, however there are a handful that require traveling along a length of trail (on the trail) to enter adjacent fields or to turn around, etc. With these crossings being unmarked (lack of signage, no warning to trail users, limited to no sight lines for vehicle turning, or clarification on who has the right-of-way (agricultural equipment or trail users), these crossings can pose serious challenges and potentially dangerous intersections that need to be addressed.

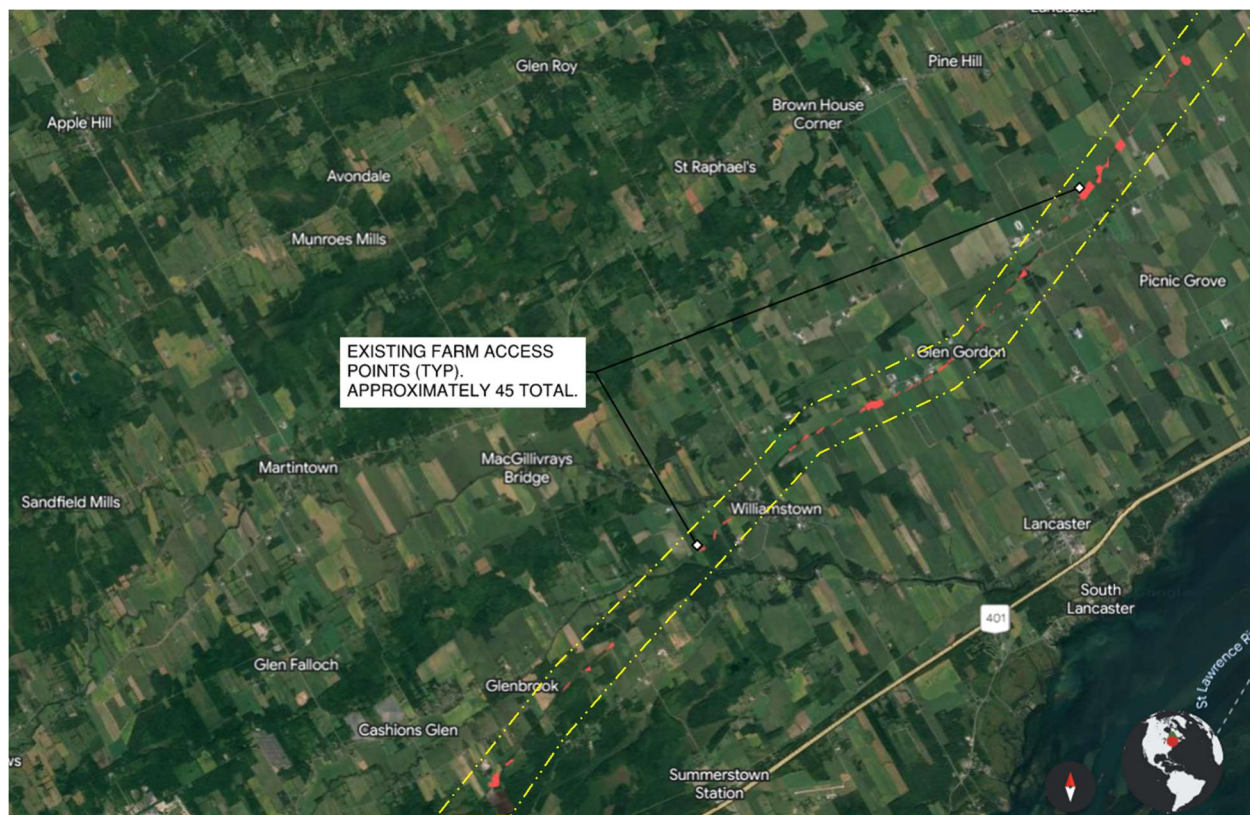


Figure 7: Existing Agricultural Access Point Crossings

The following opportunities and constraints/ threats have been identified:

OPPORTUNITIES	CONSTRAINTS/ THREATS
<ul style="list-style-type: none"> - Raising public awareness of agricultural processes and encouraging appreciation of our farmers can be enhanced with interpretive signage and brochures. - Trail can serve as a conduit for agri-Tourism and direct farm marketing. - Implementation of design solutions can address the above constraints (buffers, fencing, signage, trail/trail head closures during harvest time, long-term management & maintenance, etc.) 	<ul style="list-style-type: none"> - Trespassing and security - Interference with farming operations and/or crop and field damage - Liability and risk - Mountain bike, motorbike and ATV use can quickly degrade open grassland areas causing erosion problems and reducing forage areas for livestock. - Off-leash dogs can ruin crops, chase & harass livestock, and potentially contaminate food crops. - Land locked parcels not accessible if trail crossing is removed.

2.3.4 ENVIRONMENTAL AND NATURAL HERITAGE

The Peanut Line Trail offers several environmental and heritage benefits:

- 1 **Environmental Preservation:** The trail passes through farmland and wooded areas, providing a corridor for wildlife and preserving natural habitats. It helps protect biodiversity by creating a protected space for various plant and animal species.
- 2 **Scenic Beauty:** The trail showcases the natural beauty of the region, allowing users to enjoy picturesque views of the surrounding landscape. It offers opportunities for visitors to connect with nature and appreciate the unique environmental features of the area.
- 3 **Cultural and Historical Significance:** The trail follows the route of the former Canadian Pacific railbed, carrying a rich historical legacy. It provides a glimpse into the region's past and contributes to preserving the area's cultural heritage.
- 4 **Interpretive Signage:** The trail can incorporate interpretive signage that educates visitors about the natural and cultural history of the area. This promotes awareness and appreciation of the environment and heritage, enhancing the overall trail experience.
- 5 **Outdoor Education:** The trail can serve as an educational resource, offering opportunities for guided tours, nature walks, and environmental programs. It provides a platform for learning about the local ecosystem, heritage sites, and the importance of conservation.

Overall, the trail contributes to the conservation of the environment, showcases the region's cultural heritage, and provides educational and recreational opportunities that foster a deeper connection with nature and history.

2.3.5 CONSERVATION AUTHORITY

The Peanut Line Trail in relation to the Raisin River Conservation Authority (RRCA), offers several conservation benefits:

- 1 Riparian Conservation: The trail runs alongside or in close proximity to the Raisin River, contributing to the conservation and protection of riparian habitats. Riparian areas are critical for maintaining water quality, providing habitat for aquatic species, and supporting overall ecosystem health.
- 2 Biodiversity Preservation: The trail traverses' diverse natural landscapes, including forests, wetlands, and open fields, which provide habitats for a variety of plant and animal species. By preserving and managing these habitats, the trail helps maintain biodiversity and supports the ecological balance within the RRCA's jurisdiction.
- 3 Watershed Stewardship: The trail's alignment along the Raisin River promotes awareness and appreciation of the watershed and encourages responsible stewardship practices among trail users. This increased connection to the watershed can lead to improved water management, pollution prevention, and conservation efforts.
- 4 Environmental Education: The trail offers opportunities for environmental education and interpretation, allowing visitors to learn about the natural and cultural heritage of the area. The RRCA can utilize the trail as an outdoor classroom, providing educational programs and interpretive signage that highlight the importance of conservation and ecological sustainability.
- 5 Conservation Partnerships: The Peanut Line Trail provides a platform for collaboration between the RRCA and other stakeholders, including trail user groups, local communities, and landowners. By working together, these partnerships can enhance conservation initiatives, promote responsible trail use, and implement sustainable practices along the trail corridor.

It's important to note that the specific conservation benefits within the RRCA's jurisdiction may vary depending on the location and management practices in place. The RRCA plays a crucial role in overseeing and implementing conservation efforts within its mandate, and the Peanut Line Trail can serve as a valuable asset in achieving their conservation objectives.

2.3.6 LAND USE AND LANDOWNERSHIP

The trail provides several benefits in terms of land ownership and land use, including:

- 1 Enhanced Property Value: The presence of a trail can increase the value of adjacent properties. Landowners who have trails passing through or near their land may experience a positive impact on property prices.
- 2 Recreational Opportunities: The trail offers landowners and the community recreational opportunities such as walking, cycling, jogging, and nature appreciation. It provides a convenient and accessible outdoor space for exercise and leisure activities.
- 3 Environmental Stewardship: The trail promotes environmental stewardship by providing a designated corridor for recreational activities, which helps minimize the potential for habitat fragmentation and destruction. It can contribute to preserving and protecting natural areas and wildlife habitats.
- 4 Conservation and Preservation: Trails can encourage landowners to preserve and protect ecologically sensitive areas or historic sites by incorporating conservation easements or protective measures. This helps safeguard important natural and cultural resources for future generations.
- 5 Community Engagement: The trail fosters community engagement and social connections by providing a shared space for people to interact, participate in events, and enjoy recreational activities. Landowners can benefit from an increased sense of community and social cohesion.
- 6 Tourism and Economic Opportunities: Trails often attract visitors, which can stimulate local tourism and generate economic opportunities for nearby businesses. Landowners in close proximity to the trail may benefit from increased foot traffic and potential customers.

Overall, the trail can have a positive impact on land ownership and land use by providing recreational, environmental, and economic benefits while enhancing the overall quality of life in the surrounding area.

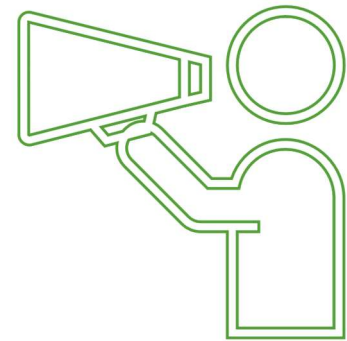
3 WHAT WE HEARD

3.1 STAKEHOLDER ENGAGEMENT PROCESS

Engagement is vital in developing and implementing successful projects. Hearing from the community of their wants, needs, and concerns can influence the final design, guidelines, and implementation strategy of a project. In addition, the communities support and ownership of a project essentially secures its success and longevity.

The community is passionate about this trail, with many having differing opinions on Peanut Lines future. A comprehensive engagement strategy was developed to provide residents, key stakeholders/ trail users, and adjacent landowners with multiple opportunities to be engaged and involved in the process. These engagement sessions included:

- 1 Virtual (on-line) public house to learn about the project scope and intent for all stakeholders and adjacent landowners.
 - a *Note: Due to the rural nature of the community and senior population, hard copy invitations were also mailed out to inform the adjacent landowners about the project and engagement opportunities in advance of the dates. This is also how the email distribution list was created based on the response.*
- 2 An online survey that ran from May 25th- June 15th
- 3 In person stakeholder meeting sessions held July 20th. Two sessions were offered: adjacent landowners at 5:30-6:30pm, and trail stakeholders at 7:00-8:00pm.
- 4 Individual one-on-one sessions (as needed basis or requested).



Promotion of these events included on-line via the Township website, invitations via an email distribution list and hardcopy mail, local newspaper ads, and social media.

The feedback received throughout the engagement process will inform the final trail options and recommendations.

3.2 ENGAGEMENT FEEDBACK

This section will discuss the key stakeholders and community groups that were included during the engagement process including “what we heard” and how this information was utilized and influenced the final trail alignment design considerations. To supplement engagement efforts, results from the in-depth consultation process conducted during the Parks and Recreation Master Plan was reviewed and have been incorporated into the overall findings.

3.2.1 VIRTUAL PUBLIC CONSULTATION

A virtual introductory public consultation was held May 17th, 2023, at 7:00-9:00pm online via. zoom. There were approximately 41 participants. The session included a presentation and interactive component using menti-meter. The goal of this session was to introduce the project and provide an overview of the project scope and intent to members of the public and key stakeholders while also gathering information on the existing conditions of the trail, type of trail users, and problem areas/ concerns.

A SWOT analysis with questions for discussion were presented to gather feedback on the trail (the strengths, weaknesses, opportunities and threats/ concerns).

It is noted that the polling questions during this session are not statistically accurate and were used to gauge the user type of which made up the participants.

The following results from the interactive portion of the consultation are highlighted below. Refer to **Appendix B** for the engagement summary.

Key Findings:

- The majority of participants were motorized trail users (19), with 11 being landowner/farmer and 10 being irregular trail users (1 time a month or less).
- The majority of adjacent landowners are located in the east section (Williamstown to Quebec border). *It is noted that some farmers/ adjacent landowners were unable to participate due to scheduling conflicts/time of session but were provided a recording on request.*
- A summary of the responses from the SWOT analysis is below (in no particular order):

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none">- Access to nature, bird watching, recreational opportunities (hiking, walking, jogging)- Safe place for motorized use (ATV, Snowmobiling),- Free to use,- Equestrian access,- Socialization and mental health,- Access point to land-locked agricultural fields, etc.	<ul style="list-style-type: none">- Lack of parking facilities, signage and amenities (trail heads, wayfinding, parking, potable water, etc.)- Low maintenance and consistent surfacing on the eastern portion of the trail and tree/ vegetation along the length of trail.- Noise – quiet zones and speed limits are often ignored.- Illegal dumping/ littering- No signage to promote local destinations.- Lack of buffer along trail and agricultural crops/ encroachment create gaps in the trail/ poor visibility/unclear of trail vs. private lands.

OPPORTUNITIES	THREATS/CONCERNS
<ul style="list-style-type: none"> - Potential to increase regional tourism & economic development (partnerships with neighbouring municipalities/county/ organizations and businesses). - Ability to connect/ link to the City of Cornwall trail/ AT network - Can highlight the historical and geographical information/ educational opportunities. - Improves habitat for wildlife and opportunity to further strengthen. - Partnership with Glendalers ATV club to continue to promote the trail and assist with maintenance. - Connection to Cornwall & Quebec networks, local trails & parks and residential communities. - Opportunity for programming and events for different user groups (Cycling, Running, Equestrian, and ATV) such as marathons, etc. - Cost sharing with OFSC, ATV, and other user groups. - Opportunity for volunteer group to assist with monitoring and reporting. 	<ul style="list-style-type: none"> -Vandalism, illegal dumping, littering. -Encroachment by farmers - Trespassing and vandalism on neighbouring/ adjoining properties and lack of adherence to quiet zones - Lack of enforcement of 'rules', maintenance standards, trail etiquette, poor tree removal, and potential legal liability for accidents. - Ongoing cost for maintenance and upgrades - Potential for damaging the natural area, including wetlands, etc. located along the trail. Ecology, trees, native plantings and wildlife habitats to remain intact. - User conflicts - Trail surfacing is not user friendly.

- As a person invested in the future of the trail, the majority of participants would like to see the trail remain as:
 - A multi-use trail,
 - Free to use,
 - Open to a variety of users,
 - Have ecological and environmental benefits included in the future of the trail for nature setting and habitat, etc., and
 - Township owned.

3.2.2 ONLINE SURVEY HIGHLIGHTS

An online survey was posted from May 24th to June 15, 2023, for public feedback. This survey was for all stakeholders, which includes adjacent landowners and any users of the trail. This survey was ten (10) questions long and was intended to be more specific to help guide the recommendations outlined in this report. A total of 331 responses were received.

Key Findings:

- Both portions of the trail are used heavily by active sport users (72% West Portion and 62% East Portion).
- About 15% of the respondents were farmers.
- In terms of suggested improvements, 76% suggested trail surfacing including filling potholes and trail surface levelling and 27% of trail users suggested tree pruning. Sight-improvements were cited as priority improvements for 13% of trail users.
- Washrooms and benches were the preferred amenity improvements for majority of the respondents.
- A large proportion of the users (60%) are not interested in volunteering to support maintenance of the trail, while 32% would prefer volunteering occasionally, on as needed basis.
- A majority (85% of trail users), believe the Township should retain the ownership of the entire trail, a small proportion about 10% believe that the municipality should retain only the West portion of the trail and 5% believe the East portion of the trail should be retained.
- Top three recommendations for the management of the trail included:
 - 1) That the existing users of the trail, such as The Glendaler's ATV club, be given the right of first refusal to lease the trails during the winter months.
 - 2) Glendaler's ATV club being allowed to continue to have year-round access to the trail with noise, etiquette, and share-the-trail rules in place.
 - 3) Glendaler's ATV club being requested to assist in the documentation of the condition and status of the trail to serve as a benchmark to monitor further destruction of the former track bed.

These results helped inform the 4 options being presented.

3.2.3 PUBLIC ENGAGEMENT SESSION

An in-person engagement session was held on July 20, 2023, to present the project process complete to date, confirm feedback heard to date was accurate, and to present the 4 trail options. Two sessions were held on this day, adjacent landowners at 5:30pm and general public/ key stakeholders at 7:00pm. Approximately 40 attendees participated which is a great turnout for this type and scale of project. A detailed summary of feedback from these sessions can be found in **Appendix B**.

A "What we've heard" panel highlighted the key findings to date, including concerns raised and recommendations to address those concerns.

Concerns Raised:

TRESPASSERS



Recommendations:

- TSG will be recommended to create a public access policy, implement trail etiquette, rules and regulations, and post signage.
- TSG will be recommended to create natural or artificial buffers as well as signage to help eliminate trespassing. Trail users tend to stay on developed trails if they are well designed and maintained.

PROPERTY DAMAGE



- Having established trails invites more people, thus more 'eyes' on the trail to monitor behaviour of users. As use increases, vandalism and other obnoxious behaviours decrease for lack of opportunity.
- TSG will be recommended to have a well-designed Management Plan, Operation and Maintenance Policy, and reporting system/ response system for complaints.
- Volunteer groups/ Glendaler's Group will be encouraged to assist/ support the Township in these endeavours.

LIABILITY



- TSG will be recommended to review liability insurance for public lands (including Peanut Line) to protect the liability of injuries associated with the trail
- Investment in visual buffers/ delineating the trail boundaries will define the public trail limits.
- TSG will be recommended to develop a risk management plan.

ENCROACHMENT & LOSS OF
NATURAL AREAS



- Reinforcing the trail boundaries with visual buffers will delineate the public vs. private lands to decrease potential of encroachment in the future.

The following highlights of key findings from these sessions include:

Landowner comments:

- The largest number of landowners were in favour of maintaining the entire trail under Township ownership. However, many landowners favoured the sale of the eastern section of the trail or the full sale of the entire trail. Those in favour of retaining the western section of the trail suggested using the money obtained from the sale of the eastern section to fix and maintain the western portion. The reasons justifying the sale of the eastern section included the trail being dangerous and lacking in maintenance, a potential liability issue.
- Multiuse trail should not include motorized vehicles, only bicycles, horses, walking, snowshoeing.
- If a sale option is pursued for the trail, any lease agreement must clearly identify responsibilities, accountability, liability and define whether the general public will have access to the trail.
- Any option to retain trails should include sound barriers near residents and addressing the speed, noise and trespassing issues. Concerns were raised regarding visibility and maintenance as well.

Trail User Comments:

- Trail users were in favour of maintaining Township ownership of the trail, as it is an asset to the Township and future generations and would be irreplaceable if lost. Nearly as many trail users were in favour of selling the eastern portion of the trail.
- Some trail users suggested raising the former rail bed in order to reduce trespassing.
- Coordinate trail user clubs to work together certain times of the year.
- Clearly mark trail through farmland using trees to keep people off private land.

Overall Summary:

While the most popular option amongst both the landowners and the public users/stakeholders was maintaining Township ownership of the trail, a second nearly as popular option was to sell the eastern portion of the trail and maintain Township ownership of the western portion. Several participants stated that the money gained from the sale of the eastern portion could be used to repair and maintain the western portion. An important point that was voiced during the public engagement session is that the suggested timeline of 10-20 years is too long to see results. Finally, participants across both groups agreed that trail maintenance and safety remain top priority.

3.2.4 INDIVIDUAL LANDOWNER MEETING HIGHLIGHTS

As part of the engagement process, individual adjacent landowners were presented with the opportunity to participate in one-on-one meetings with the project team virtually (online or via phone) to discuss their concerns for the future of this trail at the initial stakeholder meeting.

Upon completion of the in-person project meeting July 20th, seven (7) landowners signed up and received an invitation to participate in a final one-on-one meeting to address any remaining concerns specific to their properties. It is noted that six (6) of the adjacent landowners requested it be an on-site meeting. Upon review and reflection of discussions held during the in-person engagement and concerns raised, it was determined that this request would not be productive therefore a virtual meeting invitation was extended. The invitation responded to the key concerns flagged by these six individuals. However, this timing was not conducive to engaging with the adjacent landowners in the agricultural sector, who were busy with the harvest season, as only 1 of the 7 landowners proceeded with scheduling a meeting. Future engagements and project timelines should consider the seasonal variations in the availability of the stakeholders as much as possible.

One landowner participated in this opportunity to discuss a potential partnership in providing a location of private land as a public parking location adjacent to a minor trail head access point on the Peanut Line Trail. A land-use agreement and/or partnership agreement could be initiated, and the Township is encouraged to explore this opportunity as it provides several benefits for both parties and trail users. This could be a positive “quick win” in the short term for the community as it would be located approximately halfway between Glendale and Williamstown.

3.3 EMPOWER

Public engagement allows members of the public to become more informed about and influence public decisions about a specific project. Engaging the public allows for:

- Better identification of the public's values, ideas, and recommendations,
- Creates more informed residents, explores issues, generates ideas and obtains feedback while fostering community collaboration.
- Informs decision making with better impacts and outcomes as public voices are heard and creates community support, buy-in, and a sense of ownership.

The engagement process allowed for the project team and the Township to inform the public on the objectives of this study and assist the public in understanding the problem, alternatives, and/or solutions for the feasibility of the future of the Peanut Line Trail and the opportunities or constraints associated with it. The overall process of this trail options study is to gather all information available that will aid in the development of the final recommendations and next steps required for future projects.

Through consulting the public for feedback and involving the public and adjacent landowners throughout the three (3) stages of the engagement process, their concerns and aspirations are directly reflected in the presented trail options and final recommendation. The final four (4) trail options and preferred option recommendation were further informed by the in-depth statistically valid survey results conducted during the development of the Parks and Recreation Master Plan.

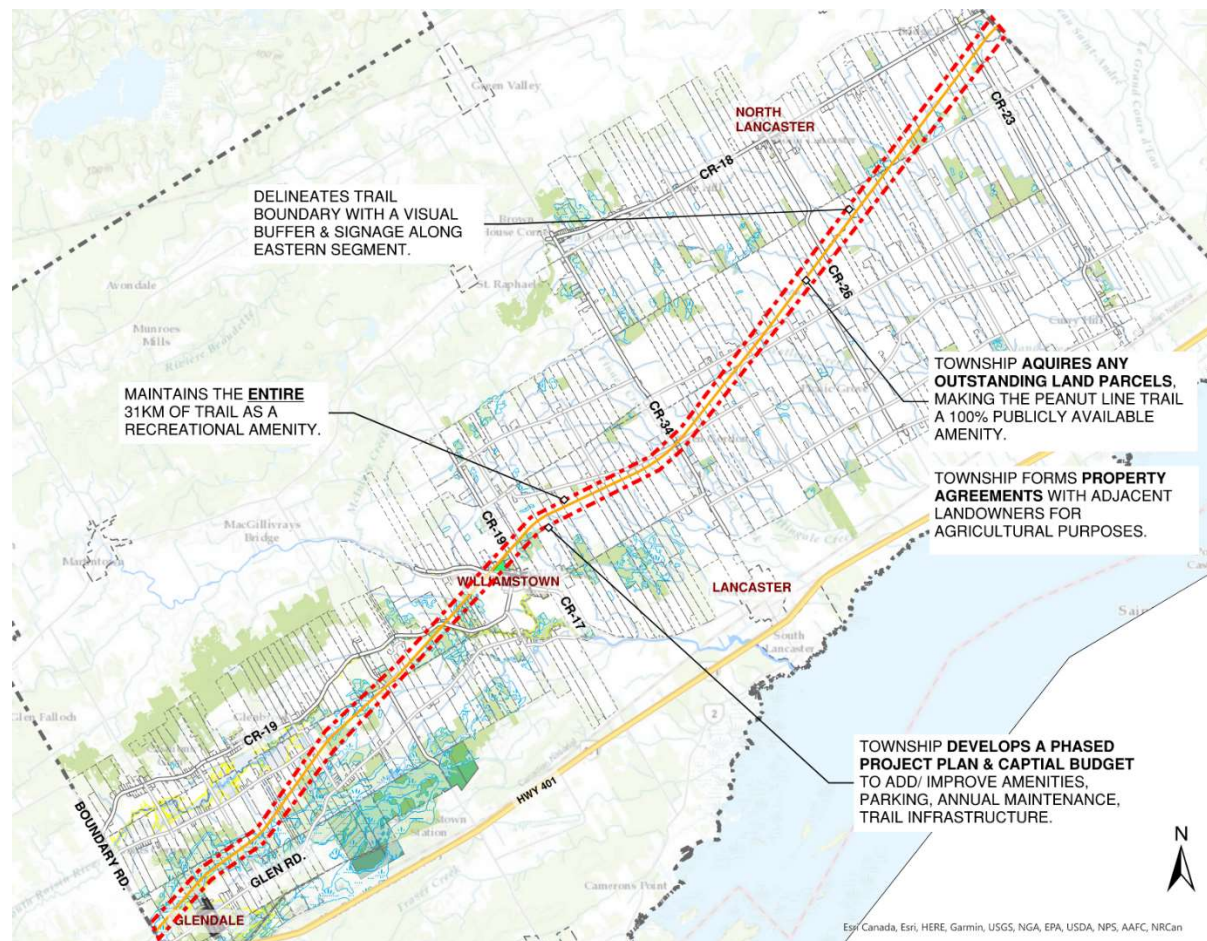
4 WHERE DO WE WANT TO GO?

4.1 EXPLORING THE OPTIONS

The following section presents four (4) trail options for consideration. Each includes its own set of pros and cons. Note that there is no formal recommendation or decisions being presented/ made at this time. This section is purely for information and discussion purposes and will continue to evolve.

Also note that the trail user group is still yet to be determined. Current trail users include hiking, walking, cycling, equestrian, ATVs, and snowmobiling. Organizations with partnership agreements include the Glendaler's ATV Club and the OFSC.

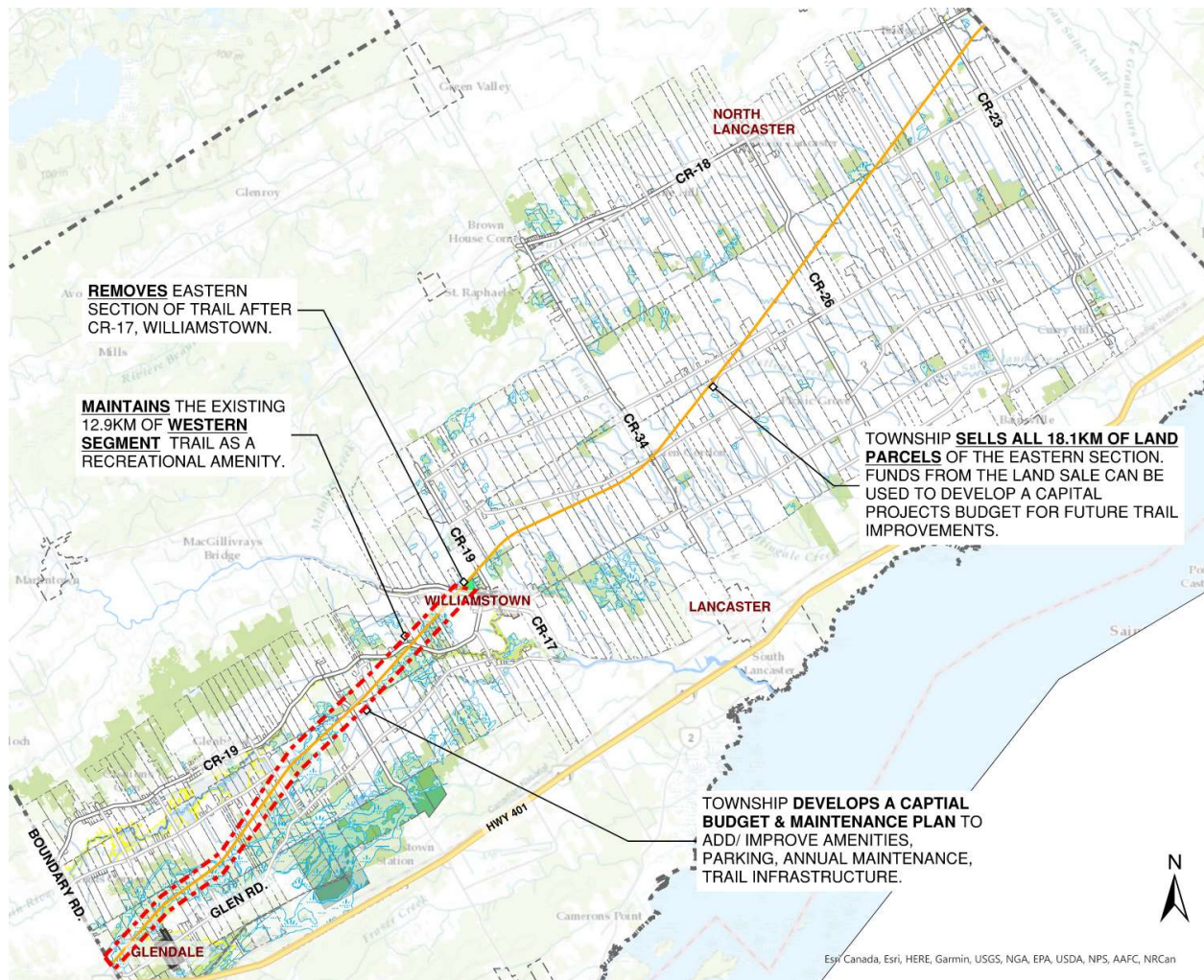
4.1.1 OPTION 1 – FORMALIZE TRAIL AS A TOWNSHIP-WIDE TRAIL SYSTEM



- The Township acquires all outstanding private parcels located within the trail corridor, making the Peanut Line Trail a 100% publicly available amenity. Acquire trail liability insurance and develop a risk management plan.
- Develop a phased project plan and capital budget to add trail amenities such as parking, wayfinding, rest and refuge, trail head with shelter, seating, bike fix stations, potable water.
- Delineate the trail on the eastern segment with fencing, natural buffering (softscape, shrubs trees, etc.) or armour stone. All visual buffers should prevent trespassing, however, allow for farming equipment to cross the trail and easily access the fields at gate points. Signage should also be installed notifying trail users of the rules and regulations.
 - This can include formal signage at all trail access points/ road crossings, private property signage posted along the trail, and on the Township website and trail organization sites to inform their members.
- Optional Land-use agreement:
 - Create dedicated access points (gated access) for all adjoining agricultural properties for specific farm vehicle access to enter their adjoining farm fields, OR
 - Prohibit farmers to use trail lands to access adjoining fields. Require all farmers to use concession roads and only create agreements with specific land-locked parcels.

PROS	CONS
<ul style="list-style-type: none"> - Creates a unified trail system for multiple users to enjoy and access year-round. - Provides a compromised solution delineating public vs. private lands. - Allows adjoining agricultural lands to access their lands on either side of the trail corridor. - Opportunity to create partnership agreements with passionate trail user groups/ agencies to share resources & expertise. 	<ul style="list-style-type: none"> - Trespassing is a private property concern, and no solution is 100% feasible. - Purchasing all outstanding land parcels may prove difficult or lengthy process resulting in delayed trail access, and a fragmented trail system. - Peanut Line Trail would not be 100% public lands until purchasing is complete or shared-use agreements are formalized. - Will require additional resources to implement agreements and enhance trail. - High cost to maintain all infrastructure.

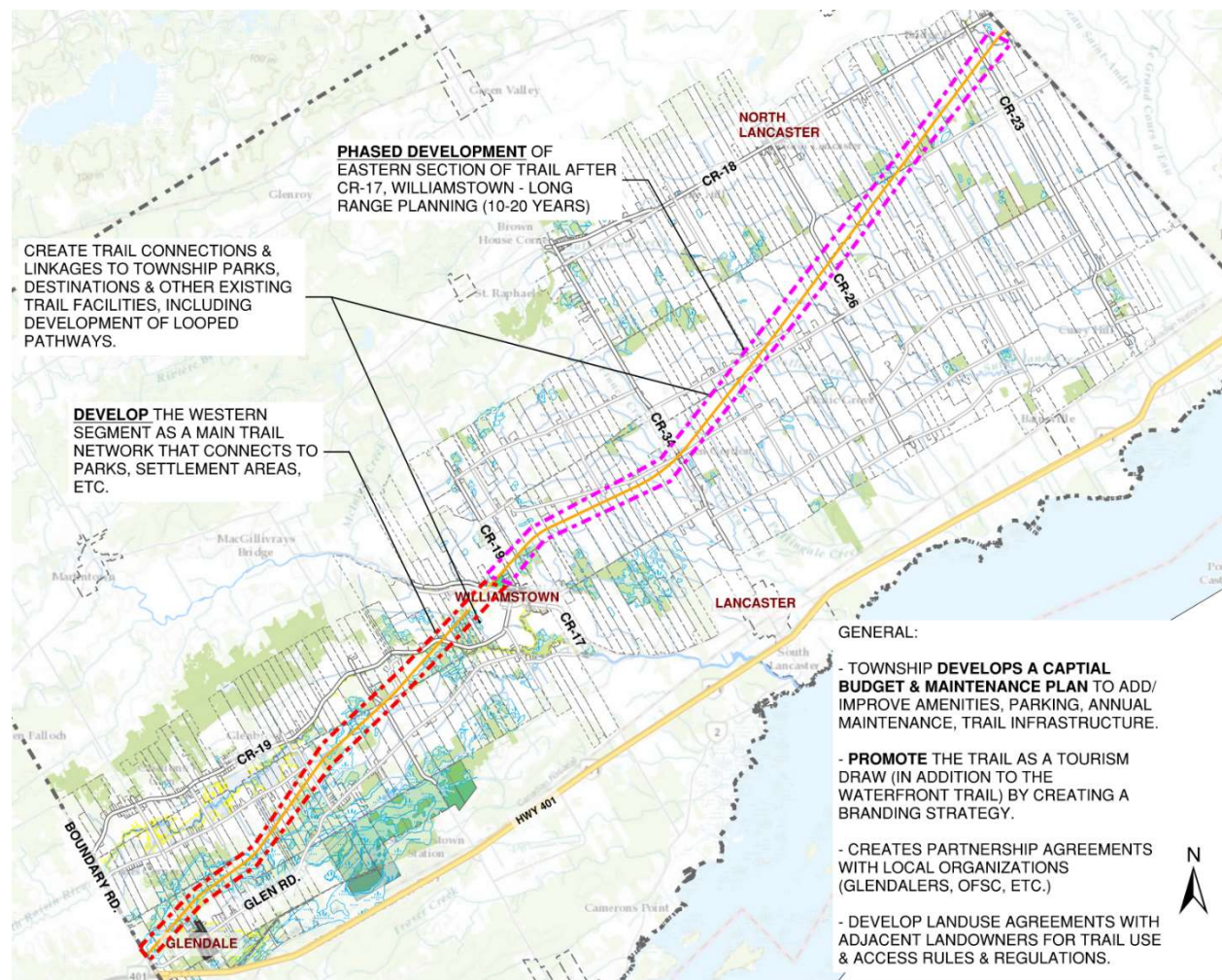
4.1.2 OPTION 2 –KEEP WESTERN PORTION AND CLOSE EASTERN PORTION OF TRAIL AND SELL PUBLIC LANDS.



- Continue to maintain western end of trail and add a few rest stops, parking, and connections to Glendale and Williamstown recreation facilities.
- Close the eastern portion of the trail after John Street and sell all the Township owned land parcels. This sale could be to adjoining owners or to a trail stewardship group who would retain the area as a public trail for its users, but all responsibilities, costs, and maintenance would no longer be the Townships. Funds from the land sale could be used to develop a capital projects budget for future trail and recreational infrastructure improvements.
 - It is highly recommended that this is an entire corridor approach rather than individual land parcels as it would create inconsistencies and lack of continuity from a management and maintenance perspective.

PROS	CONS
<ul style="list-style-type: none"> - Decreases the extent of trail maintenance and infrastructure costs for the Township (limited funds & staffing). - Decreases the safety & liability concerns of the eastern portion of the trail on the Township. - Allows the Township to continue to enhance the trail, incorporate events, programming, and promotion including a branding strategy in a quicker timeframe. - Township funding can be used for infrastructure and amenity improvements ("more bang for the buck"). - Decreases the cost to maintain infrastructure (13km vs. 31km). 	<ul style="list-style-type: none"> - Consensus with the public is to retain the entire trail corridor. - Once the eastern land parcels are sold, it will be extremely difficult for the Township to repurchase at a later date, if ever. No true control over who the purchaser may be (trail organization vs. private person(s)). - Potential loss to residents and visitors for having access to overall of the existing trail system.

4.1.3 OPTION 3 – HYBRIDIZE TRAIL AND LAND USAGE APPROACH (PHASED 10-20 YEAR PLAN)

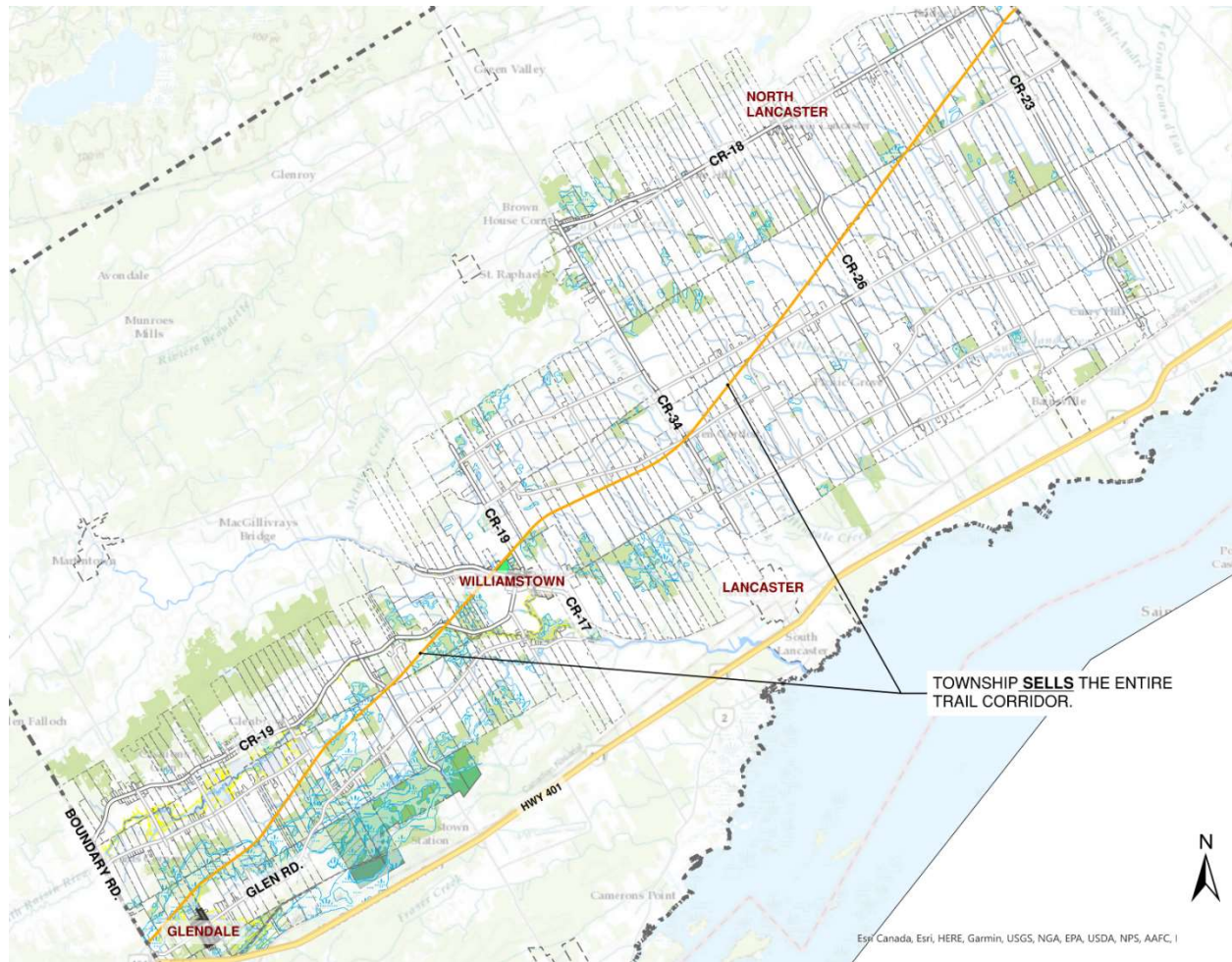


- Develop the western side of the trail as the main trail network that connects to parks, settlement areas, etc. Create trail connections and linkages to Township parks, destinations, and other existing trail facilities, including development of looped pathways.
- Promote the trail as a tourism draw in addition to the waterfront trail by creating a branding strategy.
- Continue to develop relationships with the OFSC and ATV clubs, however, create clear partnership agreements that include usage, maintenance responsibilities, oversight for trespassing and vandalism issues, and a reporting system to the Township (monthly or quarterly), and cost sharing options to support usage/ maintenance/ and infrastructure project costs. This creates shared responsibility for the trail with the Township and trail user groups.

- Create a land-use agreement with adjacent agricultural owners that includes a 10–20-year lease agreement where trail lands are available for them to use as a crossing/ access point for fields however land parcel remains property of the Township for future development until all outstanding land parcels are purchased.
- Confirm trail liability insurance and proof is provided for lease agreements. The Township shall consult and collaborate with the various user groups on signage such as the OFSC as their insurance is strictly tied to the signage.

PROS	CONS
<ul style="list-style-type: none"> - Incorporates both option 1 and 2. - Allows time to develop a trails management plan and funding projections for a phased capital project implementation plan. - Allows time for the Township to pursue purchasing outstanding private lands within the trail corridor. - Cements this trail corridor as a publicly accessible recreational amenity and tourism destination. - Supports and incorporates public engagement feedback and findings. - Encourages a multi-party partnership approach through leveraging volunteers, resources and expertise of local municipalities, conservation authorities, etc. - Creates opportunity for a long-term land use lease with adjacent landowners. 	<ul style="list-style-type: none"> - This is a long-term, multi-year process with multiple phases. - Will require additional studies to be conducted and additional funding. - Will require additional resources to implement agreements and enhance trail infrastructure & amenities. - High cost to maintain all infrastructure, even with partnership agreements, Township is still ultimately responsible for the trail conditions.

4.1.4 OPTION 4 – SELL ENTIRE TRAIL CORRIDOR



- The Township sells the entire trail system and no longer has the Peanut Line Trail within the Township infrastructure inventory.

PROS	CONS
<ul style="list-style-type: none"> - Provides opportunity for a trail user group (passionate stewards, community organization (such as the Glendaler's or OFSC), or agency to take over ownership, operation, and maintenance of the trail. - Relocates Township's resources (financial, staffing, etc.) to other strategic efforts/ departments with limited staffing and funds. - Trail interests may be represented more adequately by a specialized agency compared to a public authority managing diverse departments. - Private owner may have more resources for trail monitoring and improvements. 	<ul style="list-style-type: none"> - Once lands are sold, it will be difficult for the Township to acquire such an amenity in the future. - The Township could remain as a partner with the new buyer however final decisions on the future of the trail rests with the new owner. - Public feedback to date prefers keeping the trail lands as a public resource. - If private owner decides to close or shorten the trail in the future, the public will have limited recourse for voicing their opinions or concerns.

4.2 DESIGN STANDARDS

High level Trail Design Guidelines have been outlined as trail design standards and best practices; however, trail specific design guidelines should be developed as part as the next study for implementation. High level road crossing guidelines have also been developed with road crossing best practices. This information can be found in **Appendix D**.

5 HOW CAN WE GET THERE?

As previously mentioned, this feasibility study has been undertaken to guide the Township in decision making including identification of further studies required to inform future detailed design activities to bring the Peanut Line Trail vision to fruition. To successfully move forward, a preferred option needs to be identified and recommended. The recommendation incorporates all information found and reviewed to date, from existing conditions, existing studies and reports, successful trail precedents, engagement feedback and findings, best practices and legislation guidelines for trails and road crossings, and Opinion of Probable Cost.

Identified improvements and priorities for the recommended preferred Peanut Line Trail option will contribute to a cohesive and integrated design and provide the Township with the opportunity to implement phased improvements as resources allow.

The below steps were taken to come to a preferred option.

5.1.1 EVALUATION METHODOLOGY

In order to assess the trail options, a comprehensive evaluation matrix has been developed, encompassing specific criteria and objectives. This matrix serves as a robust tool to systematically assess the proposed trail options. The assessment considers a range of factors, ranging from the existing conditions of the project site to connectivity, accessibility, environmental and physical impacts, and implementation efforts and costs. Notably, this evaluation includes the existing conditions findings from:

- Background Review (site visits and a review of land use, policies and planned development);
- Character of existing corridor, potential connections and area amenities, existing conditions including road and bridge crossings, and public engagement feedback.
- Design considerations (crossings, speed, traffic and parking); and,
- Landowner and agency requirements.

Through this evaluation, a preferred route option is identified.

A Likert Scale was used to measure options based on level of preference for the scoring methodology. The level of preference ranges from most desirable (highest level at 4) to not desirable (lowest level at 1). The levels are colour coded for visual differentiation:

SCORING METHODOLOGY
Most Desirable (4/4)
Somewhat Desirable(3/4)
Least Desirable(2/4)
Not desirable (1/4)

The opinion of probable cost for both **Lifecycle & Project Cost** and **Annual Maintenance & Operating Cost** shown in the evaluation below has been developed to inform future decision making and potential prioritization of trail elements and implementation. Pricing is informed by current industry best practice and similar projects complete by WSP in the past 3 years. Pricing as illustrated below does not include legal fees, purchasing or selling of land, legal surveys, additional studies, permitting or approvals, etc. that may be required in next steps of the process. Fees for these vary depending on services required and thus estimates are not provided. This is meant to be used as an informational tool and is subject to change based on market conditions in future years.

5.2 ASSESSMENT OF OPTIONS

An evaluation of options matrix was developed to assess all four (4) trail options based on a set of four (4) criteria (shown below) with an opinion of probable cost for each option. All four criteria were then further detailed with specific objectives for consideration when evaluating and assessing each option.

CRITERIA	Safety / User Comfort	Connectivity / Directness	Environmental / Physical Impact	Construction and Operating Costs & Complexity
Objectives	<ul style="list-style-type: none"> -Minimize conflicts between all users -Improve safety (marked crossings, identified right-of-way, sight line maintenance) -Accessibility (access points, difficulty level, AODA standards, universal design principles) -User Experience (views, shade, refuge + seating, signage) -User comfort (vehicular speed, volume of traffic) -Opportunities to enhance public realm 	<ul style="list-style-type: none"> -Connectivity with proposed trail alignment -Direct access to adjacent communities and key destinations -User delay (shortest route vs. longest, multiple crossings/stops, etc.) -Links/connectivity to existing and potential trails/ parks/ open space/ destinations, etc. 	<ul style="list-style-type: none"> -Minimize impacts to existing vegetation and watershed flow -Minimize maintenance -Impact to surrounding vegetation & trees -Opportunity for landscape enhancement 	<ul style="list-style-type: none"> -Minimize cost to construction -Minimize operating costs -Minimize timeline for construction -Design and construction risks -Minimize impacts to existing infrastructure -Minimize permitting & approvals timing -Existing infrastructure vs. new construction required -Minimizes loss of public open space lands

Although public engagement is not a specific objective or criteria, the findings from all engagements were incorporated and considered in the evaluation within each criteria category of which the result/comments align. For example:

- The most popular option amongst both the landowners and the public users/stakeholders was maintaining Township ownership of the trail. This finding aligns with criteria "Safety/User Comfort", "Connectivity/ Directness", and "Physical Impacts".
- The second nearly as popular option (to sell the eastern portion of the trail and maintain Township ownership of the western portion) with suggestions of revenue from the sale of the eastern portion could be used to repair and maintain the western portion, was incorporated into all four (4) criteria.
- Finally, participants across both groups agreed that trail maintenance and safety remain top priority and the suggested timeline of 10-20 years was found to be too long to see results, was incorporated and considered within all four (4) criteria, with a focus on "Safety/ User Comfort" and "Construction and Operating Costs and Complexity".

Evaluation Matrix and Opinion of Probable Cost

CRITERIA	Safety / User Comfort	Connectivity / Directness	Environmental / Physical Impact	Construction and Operating Costs & Complexity		
Objectives	-Minimize conflicts between all users -Improve safety (marked crossings, identified right-of-way, sight line maintenance) -Accessibility (access points, difficulty level, AODA standards, universal design principles) -User Experience (views, shade, refuge + seating, signage) -User comfort (vehicular speed, volume of traffic) -Opportunities to enhance public realm	-Connectivity with proposed trail alignment -Direct access to adjacent communities and key destinations -User delay (shortest route vs. longest, multiple crossings/stops, etc.) -Links/connectivity to existing and potential trails/ parks/ open space/ destinations, etc.	-Minimize impacts to existing vegetation and watershed flow -Minimize maintenance -Impact to surrounding vegetation & trees -Opportunity for landscape enhancement	-Minimize cost to construction -Minimize operating costs -Minimize timeline for construction -Design and construction risks -Minimize impacts to existing infrastructure -Minimize permitting & approvals timing -Existing infrastructure vs. new construction required -Minimizes loss of public open space lands	Preference Level	OPINION OF PROBABLE COST
Option 1: FORMALIZE TRAIL AS A TOWNSHIP-WIDE TRAIL SYSTEM	3	4	3	3	Most Preferred	- Lifecycle & Project Cost: \$8,890,000.00 (upgrade existing plus new infrastructure) - Annual maintenance & operating cost: \$546,050.00
Option 2: KEEP WESTERN PORTION AND CLOSE EASTERN PORTION OF TRAIL AND SELL PUBLIC LANDS	3	2	3	3	Somewhat Preferred	- Lifecycle & Project Cost: \$3,111,000.00 (upgrade existing plus new infrastructure) - Annual maintenance & operating cost: \$ 149,550.00 - Revenue from land sale can be allocated to other recreation capital projects/ operating costs
Option 3: HYBRIDIZE TRAIL AND LAND USAGE APPROACH (PHASED 10-20 YEAR PLAN)	3	3	4	2	Somewhat Preferred	- Lifecycle & Project Cost: \$5,778,800.00 (18km eastern half) + upgrade existing western (13km trail) \$3,111,000.00 - Annual maintenance & operating cost: Range from \$149,550.00- \$546,050.00 with phased implementation - Revenue from land lease can be allocated to PLT capital projects/ operating costs during phases implementation.
Option 4: SELL ENTIRE TRAIL CORRIDOR	4	1	1	3	Least Preferred	- Lifecycle & Project Cost: \$ 0.00 - Annual maintenance & operating cost: \$ 0.00 - Revenue from sale can be allocated to other recreation capital projects/ operating costs

Please Note: This is evaluation assumes the highest level of elements implemented for a 5m pathway width (general, amenity costs, infrastructure costs, crossing costs, additional studies, other cost factors, and contingency). If the level of elements are lowered and/or decreased, the cost would also decrease.

5.2.1 SUMMARY OF EVALUATION

Based on the evaluation methodology and assessment of options, the preferred trail option considerate of all criteria is **Option 3: Hybridize Trail and Land Usage Approach**.

While *Option 1: Formalize Trail as a Township-Wide Trail System* was the most preferred in the evaluation and amongst the majority of engagement findings, the feasibility for the Township to embark on such a large endeavour immediately is not realistic. The Opinion of Probable Cost for the implementation and the annual maintenance and operating costs of Option 1 are extremely high. This trail option would require significant support through external grant funding opportunities, additional studies, and a multitude of next steps executed in a short period of time. Preliminary discussions with adjacent landowners indicate that the Township may face resistance on acquiring the outstanding small pockets of privately owned land within the rail corridor needed to make the eastern segment of the trail fully public. This endeavour could be costly and difficult to secure land-use agreements or land acquisition from all landowners within the near future, compared to Option 3 which presents a phased approach that accommodates time for conversations and further investigation to occur.

Based on the background review, landowner feedback, and opinion of probable cost savings for the Township, *Option 4: Sell entire trail corridor* was expected to be enticing as it eliminates all responsibility for the Township. However, the connectivity/directness and environmental/physical impact scored low through evaluation/consultation. Although it may be feasible to “choose” the land purchaser based on a set of strict conditions of sale, the Township will lose any opportunity for oversight and control on the future of the land. Assessing this with the pros and cons outlined in **Section 4**, made this Option 4 the least preferred.

Option 2: Keep Western Portion and Close Eastern Portion of Trail and Sell Public Lands was found to be “somewhat preferred” in the evaluation, the environmental/ physical impact scored lower than Option 3. As this option retains the existing western section and sells the eastern option, both sections presented in this option are covered in the above option 1 and 4 analysis.

5.3 PREFERRED OPTION

Option 3: Hybridize Trail and Land Usage Approach incorporates aspects of both Option 1 and 2. This hybridized approach focuses Township and community efforts on upgrading the western section of trail that is well established, while concentrating Township resources to a shorter, more manageable segment of trail. This segment of trail connects the adjacent residential communities to the City of Cornwall active transportation and parks network and to Williamstown. This approach provides the Township the time to further review and execute a series of next steps outlined in Section 6 of this report while also increasing the level of service of the western segment of the Peanut Line through small ‘quick win’ projects and initiatives. In addition, this option scored well across 3 of the 4 criteria categories:

- Safety and User Comfort, which includes accessibility, user comfort and experience, and opportunities to enhance the public realm.
- Connectivity and Directness includes direct access to adjacent communities, key destinations and other trail networks and open space.
- Environmental and Physical Impact, which focuses on the following elements:
 - o Physical impacts and opportunities to enhance the natural environment;
 - o Impacts to existing surrounding vegetation & trees; and
 - o Minimized maintenance.

Furthermore, land use agreements can be developed with the adjacent landowners along the western segment of trail that details both parties' responsibilities, expectations, term length, and renewal options. This can include any partnership agreements, shared-use responsibilities, and on-going maintenance/ access requirements needed. An example for land expectations could include a condition that clearly states that the land is to be returned back to the Township in the same or better condition from which it was leased, and that any alternations, infrastructure repairs, or vegetation removals/additions will need to be approved by the Township. If the land is modified from its current condition, all repairs to bring the land back to the original condition will be at the leases expense. This agreement would provide an opportunity for the landowners to use the parcel of public land for farming access while the ownership of the trail remains with the Township.

Based on the evaluation findings through this study, it is therefore, it is recommended that the Township of South Glengarry proceed with **Option 3: Hybridized Trail**, which combines elements of both Option 1 and Option 2. It is estimated that capital project cost to of this hybrid approach, including upgrading the western segment (12.9km trail) is estimated at **\$2,422,745.00**; with a further cost of extending and formalizing the trail along the eastern segment estimated to be **\$4,914,900.00 (18.1km eastern half)** at a future date.

- This opinion of probably cost assumes a trail width of **five (5.0) metres**, constructed of aggregate compacted surface to address accommodation of multiple types of modes (ATV, equestrian, cyclist, pedestrian) identified through public consultation.
 - o This report has assumed 5.0m to confirm feasibility and cost implications for the purposes of future planning by the Township.
 - o Please note, precedent trails cited in this report and typical trail width design standards are in the range of 3.0m to 3.6m in width with a 1.0m buffer on either side. A narrower trail width (i.e. ~3.5m) is likely to reduce both site impacts and overall cost to construct, and through the detailed design process could still accommodate the range of users.
 - o The final constructed width of the various trail segments is a detailed design consideration that should work to balance user requirements, site conditions and cost.
 - o Culvert infrastructure is not included in the opinion of probable cost for capital.

- Annual maintenance and operating cost is estimated to range from \$149,550.00- \$546,050.00 with a phased implementation (based on 2023 dollars) based on the 5.0m width.
 - o Currently, there are 57 culverts that require ongoing maintenance by the public works department. To assist with budget for future works, cost for 25 culverts have been included in our opinion of probable cost for maintenance and lifecycle.
 - o Potential revenue from land lease(s), motorized use permits, and other alternative funding sources could be allocated to Peanut Line Trail capital projects and operating costs during phased implementation.

A detailed breakdown of assumptions, rationale, and pricing broken down per trail section within the Western and Eastern Segment with opinion of probable cost for the various elements of Option 3 is included in **Appendix E**.

5.3.1 IMPLEMENTAION SUPPORT AND CONSIDERATIONS

Trail Funding Opportunities

A review of external funding options was conducted to identify options available to support the Township through futures studies and implementation. The Township is encouraged to monitor available funding opportunities within and external to the Township, and to utilize the information contained within this analysis to support funding applications. The following is a list of potential external funding sources that could be explored; however, they are subject to change and should be reviewed again prior to applications. It is important for the Township to seek a diverse range of funding sources for the various initiatives and programs highlighted in this plan and external sources are an effective way to reduce the Township's costs while being an opportunity to develop new partnerships.

Table 4: Potential Trail Funding Opportunities

Funding Opportunities	Additional Details
Federal Active Transportation Fund	For additional details regarding the Active Transportation Fund refer to: https://www.infrastructure.gc.ca/trans/active-actif-eng.html
Canada Community – Building Fund / Provincial Gas Tax	For the federal Canada Community-Building Fund program please refer to: https://www.infrastructure.gc.ca/plan/gtf-fte-eng.html Be sure to check for when the provincial program gas tax program re-opens.
Federation of Canadian Municipalities Green Municipal Fund	For additional details regarding the Green Municipal Fund and potential funding alternatives refer to: https://fcm.ca/home/programs/green-municipal-fund.htm
Federal and Provincial Infrastructure/ Stimulus Programs	For Federal Government infrastructure stimulus fund details refer to: https://www.canada.ca/en/office-infrastructure.html For Provincial Government infrastructure stimulus fund details refer to: https://www.ontario.ca/page/ministry-infrastructure

Funding Opportunities	Additional Details
Ontario Trillium Foundation	For details regarding potential funding alternatives refer to: https://otf.ca/
Ontario Rural Economic Development Program (RED)	For details refer to: http://www.grants.gov.on.ca/GrantsPortal/en/OntarioGrants/GrantOpportunities
Ontario Sport and Recreation Communities Fund	As part of the Ontario Sport and Recreation Communities Fund: https://www.ontario.ca/page/rural-economic-development-program
Tourism Economic Development and Recovery Fund	For additional details regarding the Tourism Development fund refer to: https://www.ontario.ca/page/available-funding-opportunities-ontario-government#section-26
Service Club Support	Lions, Rotary and Optimist clubs who often assist with highly visible projects at the community level.
Corporate Environmental Funds (e.g.: Shell, TD, MEC, etc.)	For example, refer to: Shell Canada's Social Investment Program: https://www.shell.ca/en_ca/sustainability/communities/funding-guidelines-process.html or TD's Friends of the Environment Foundation Grant: https://www.td.com/ca/en/about-td/ready-commitment/vibrant-planet
The Greenbelt Foundation	For details regarding potential funding refer to: https://www.greenbelt.ca/apply_for_a_grant

Cost Recovery Option Additional Details

In addition to seeking external funding options, there are opportunities internally for the Township to recover the costs of infrastructure. **Table 5** outlines potential cost recovery opportunities and options that the Township can consider and potentially work with local partners and volunteers to promote and execute.

Table 5: Potential Cost Recovery Opportunities

Cost Recovery Option	Additional Details
User Contribution	All in-kind contributions to the trail should be tracked to show the investment made in the trail by all user groups and volunteers. If infrastructure requires replacement or remediation, then the user groups should be asked to assist with fund raising for the work.

Public Donation/ Bequeaths	Tax receipts may be issued by the Township for donations towards the maintenance and construction of the trail. The Township should consider exercises this benefit with future fundraising activities for capital development and replacement. For example: sponsorship opportunities for site furniture (bike racks, benches, trash receptacle's, pet waste stations) or sponsorship signage that connects to pedestrian directional trail marker destination signage.
Events	<p>It is recommended that, whenever possible, the Township should consider hosting events using the trail as the venue. This is a possible revenue source for trail maintenance as well as a mechanism to bring awareness to the trail through unconventional users. Events like Adventure Races, Marathons, Poker Runs, cycling races, etc. may all be considered.</p> <p>Larger scale events such as temporary art exhibits featured by the Royal Botanical Garden's in Burlington. Temporary art-based installations can create event-based funds, however, can range greatly in up front cost.</p>
Tourism Integration	Look for ways to market the trail system as a destination. This will require a collaboration between local tourism interest groups/businesses for cross-marketing. Tourism opportunities can be smaller in scale and focused on linking trail users to retail/hospitality opportunities near the trail and establishing strong active transportation connections to retail/ hospitality hubs. Establishment of trailheads and wayfinding signage must be in place prior to execution

Summary of recommendations include:

- As part of the annual budget review process, Township staff should use this study and future trails master plan/guidelines to inform prioritization and implementation of trail infrastructure and amenities.
- As part of scheduled roadway projects and capital budget forecasting, the Township should allocate funding to construct trail connections and linkages to the Peanut Line Trail, creating a township-wide trails network.
- The Township should continue to explore both internal (including development charges) and external funding sources and partnerships to help fund implementation of key objectives and priorities of the trail.
- The Township should apply for funding sources offered by both the Provincial and Federal government such as the National Active Transportation Fund and the Ontario Rural Economic Development Fund, etc.

5.4 SHORT AND LONG-TERM CONSIDERATIONS

5.4.1 LAND USE AGREEMENTS

This section will outline a high-level, general understanding of what land use agreements are, the importance and value of them, and how they are utilized by similar municipalities trail systems. These are to be used for acquiring the parcels and/or securing land use agreements for permissions to use the land/ lease the lands to guarantee a fully intact, accessible, and open trail with safety standards and guidelines.

Trail owners can address liability issues by taking proactive measures to mitigate risks and ensure user safety. Some steps the Township can take include:

- 1 Implement proper signage: Clearly post signs that indicate trail rules, potential hazards, and any specific guidelines for trail use.
- 2 Regular maintenance: Conduct routine inspections and maintenance of the trail to identify and address any hazards or issues promptly.
- 3 Provide warnings and disclaimers: Display warning signs at areas with potential risks, such as steep slopes or water crossings. Include disclaimers that inform users about the inherent risks associated with trail activities.
- 4 Educate users: Promote trail safety by providing information to users about proper trail etiquette, potential risks, and safety precautions. This can be done through signage, brochures, websites, or educational programs.
- 5 Obtain insurance: Explore liability insurance options that cover potential claims related to trail usage. Consult with insurance professionals to determine the appropriate coverage for the specific trail and its activities.
- 6 Establish trail agreements: When trails cross private properties or involve multiple jurisdictions, establish formal agreements with landowners, municipalities, or other stakeholders to clarify responsibilities and liability considerations.
- 7 Seek legal advice: Consult with legal professionals experienced in trail-related matters to understand the specific legal obligations and liabilities involved. They can provide guidance on risk management strategies and help draft appropriate liability waivers or releases if necessary.

It's important for trail owners to consult with legal professionals and insurance providers to ensure they have a comprehensive understanding of their specific liability concerns and the best practices to address them.

Trail Management Plan

The Ottawa Valley Recreational Trail Management Plan [The Rose Point Recreational Trail Management Plan \(ottawavalleytrail.com\)](http://ottawavalleytrail.com) is a great example of multi-jurisdiction trail corridor that permits off-road vehicles. This Ottawa Valley Recreation Trail (OVRT) transverse County of Renfrew, Lanark County, and Canton de Papineau-Cameron Township lands. The management plan was developed in 2018 and includes:

- Goals and objectives for the Ottawa Valley Recreational Trail
- Management of the OVRT
- Trail Management
- Signage
- Development Policies
- Economic Resources
- Implementation Schedule
- Plan Amendment and Review
- Garrison Petawawa and
- Algonquins of Ontario.

Appendices (not an exhaustive list) include co-owners' agreement, sample trail inspection and assessment forms, sample grooming agreement with snowmobile clubs, accessibility standards for trails, and links to adjacent trail systems.

External Resources

The following trail organizations can be a great resource for next steps in the process even though they are regional/ national trail systems that traverse multiple jurisdictions, they are large with multiple partners, staff, and resources to conduct studies, develop training and maintenance manuals, and studies/ plans.

- Trans Canada Trail Association
- Waterfront Regeneration Trust
- Ontario Trails Council
- Ontario by Bike
- The Bruce Trail Conservancy
- Ontario Federation of Snowmobile Clubs
- Ontario Federation of All-Terrain Vehicle Club

5.4.2 MAINTENANCE & OPERATIONS

Maintenance Management

Guiding next steps in the management and maintenance of trails, the Township should consider adopting a trail maintenance log to document maintenance activities. The log should be updated when features are repaired, modified, replaced, removed, or when new features are added.

Accurate trail logs also become a useful resource for determining maintenance budgets for individual items and tasks, and in determining total maintenance costs for the entire trail. In addition, they are a useful source of information during the preparation of tender documents for trail contracts, and to show the location of structures and other features that require maintenance. Having an accurate account of the costs to upgrade and maintain the trail will provide a useful framework to determine the necessary contributions from each partner to ensure that the trail is maintained in good working order.

Leveraging technology to collect managing data can be a powerful tool to finding efficiencies and more accurately budgeting for needs. Digital dashboard style programs can be an effective interface for staff to organize inputs and action items. This type of technology can be linked to digital trail logging, user reporting systems, and on-site sensors (such as waste bin sensors) to create the ability for on-demand service and strategic deployment of resources. On demand service styles can replace regular maintenances practices and reduce overall demand on resources.

Reducing maintenance through strategic infrastructure investments, including trail realignment, surface treatment and use of structures should be considered for areas of reoccurring maintenance issues. Identifying problem areas of the trail, where maintenance activities are required on a recurring basis and tracking the costs of the necessary maintenance can help to build a business case for a more permanent solution, such as a new structure or trail alignment, in those areas.

Using the maintenance strategies outline above as well as any existing trail infrastructure maintenance practices should be a starting point from which a trail specific maintenance plan and budget can be developed. In addition, annual maintenance budgets should be refined to accommodate the maintenance of trail facilities. As the trail and future trail network is implemented the trail budget should increase to address the increasing number / length of trail facilities that have been implemented.

Resource Sharing

Resource sharing among local municipalities, conservation authorities, trail organizations, and other invested partners is essential for trail maintenance and sustainability in rural communities. It promotes financial efficiency, harnesses diverse expertise, provides access to equipment and tools, increases capacity, and fosters community engagement and support. By working together, stakeholders can ensure the long-term viability and enjoyment of trails for current and future generations.

A few recommendations include:

- Connect with neighbouring municipalities, conservation authorities, and other trail organizations/groups to create partnerships and share resources. Discuss potential of resource sharing with SDG

County, including funding and promotion of the trail as it can be an economic and tourism driver for the region. The Bruce Trail Conservatory is an example of an organization that successfully navigates partnerships and deployment of volunteers and utilizes 3 manuals to help facilitate their mandate:

- Guide for Trail Workers
 - Basic trail maintenance Guide for Trail Captains and trail worker, and
 - Trail workers guide to sensitive species.
- Empower local users as volunteers to assist with maintenance and reporting potential issues/hazards/maintenance needs to the Township.
 - Develop a volunteer manual.
 - Develop a volunteer reporting system with a main contact within Township.
 - Review the possibility of developing a volunteer trail committee to oversee the volunteer training, reporting, etc. thus creating a sense of ownership with the local residents who report to the Township on a monthly/ quarterly basis.
 - Develop a citizen science program to encourage users to update in real-time to gather data such as: tree identification, trail conditions, hazards, invasive species, birds & animal sightings, etc.
 - Develop programming and events to heighten the awareness and promote this trail to Eastern Ontario and tourism groups. There are many great features, vistas, and outlooks/views including the Raisin River of which this Trail can be used as an economic driver for local tourism. I.e.: cycling events, guided hiking tours, etc. It can also be a great mode of commuter travel to connect citizens to work/school/recreation activities.

Appendix F provides an overview of maintenance and operational tasks and frequencies that should be executed as part of standard trail facility care.

Seasonal Maintenance

Seasonal maintenance should be informed by user experience and need, with realistic expectations outlined to the public. Each trail typology in the trail hierarchy provides a recommendation for the level of seasonal maintenance that should be expected, including winter maintenance, and this information should be made available to trail users. Seasonal maintenance includes:

- vegetation clearing along edge zones,
- hazard tree removal,
- surfacing repairs,
- signage repairs, and
- winter snow grooming/maintenance (this depends on the user group's ability to assist and need, for example: cross-country skiing.

Facilitating Winter Mobility Users

Snow covered trails offer recreation enthusiasts an exciting way to experience the winter months. Snowshoeing, cross-country skiing, and shuttling users in sleds are great examples of activities that require snow to be left on trails. Trails which serve less of a conveyance role, such the Peanut Line Trail, should not receive snow clearing treatments to facilitate these alternative seasonal uses. Note, select maintenance should be considered in areas or at times of year when icy build up presents a barrier to most uses.

Frequent pedestrian traffic can impede uses such as cross-country skiing and consideration should be lent to assigning specific trail sections for restricted use. Trail grooming should be considered for trails certain trails and could be supported by volunteers and/or informal 'user pass' donation style programs. Consider winter programming to encourage use in this off season, including event based, group activities and self-running activities that are geared to highlighting the joys of winter trail use.

Wayfinding signage is very important along trails that will not be winter maintained, and an increased frequency of directional markers and informational posting should be included along these trail types.


Material Lifecycles

As trail amenities, surfacing and signage, especially nodal areas such as trailheads, are a key aspect of trail infrastructure and function as a marketing agent for the greater trail system, it is critical that maintenance practices exemplify the standard of quality the Township wishes to deliver. Trail amenities tend to be highly used and exposed to harsh elements, thus are more heavily impacted by wear and tear and vandalism.

Identifying and managing the level of repair/replacement required is influenced by the frequency of use, type of user, and size/complexity of amenity programming. Assumptions can be made to provide baseline expectations for allocation of maintenance resources, however monitoring and collecting data on demands is necessary to inform the increase or decrease of future resource allocation.

When selecting materials and products, balancing lifecycle duration, capital costs and maintenance costs is important. Overall, selections that reduce capital, maintenances and overall labor budgetary costs is best, however there maybe items where maintenance costs are preferred to higher capital investments and can have other benefits. Such an example is often the choice between paved and granular trails and parking areas. Granular surfaces require greater maintenance, however, are lower cost to install and have environmental benefits through infiltration and material composition.

As most damage is caused due to winter related impacts, inspection of all amenities and surfacing should occur each spring prior to increase in trail users as the weather turns more favorably. All damaged or hazardous conditions/features should be removed, identified, or signed appropriately on site to inform users that rectification is in progress. This action both limits the potential risk factor the failure has incurred and supports the Townships commitment to the upkeep of the trail system. **Appendix F** outlines



key areas of consideration for amenity and material selection and guides the selection of each element with approximate life cycle and maintenance requirements.

6 WHATS NEXT?

Through this study, the project team with input from Township Staff, community members, key stakeholders, and Council have worked to identify the highest and best use for the future of the Peanut Line Trail. This has included, as outlined above and in the shared appendices:

- Analysis of the physical and environmental aspects of the trail corridor.
- Trail and road crossing best practice review and legislative guidelines.
- Potential options and impacts of various trail alignments and community connections.
- Road crossing options and alternatives.
- Land-use impacts and opportunities in consideration of the range of adjacent landowners.
- Maintenance standards and practices.
- Opinion of probable costs for capital, lifecycle, and maintenance requirements.

6.1 NEXT STEPS

The following steps outline a plan of action to move the trail forward. Understanding that these are big items that will require time, resources, and support, and will not be achieved overnight is critical to the long-term success of this trail. A mix of 'quick wins' and long-term planning, coordination, and priority setting is recommended. Refer to **Appendix D** for identified Road Crossing Priorities and guidance for crossing treatments and best practices.

Priority Items

To guide the Township in next steps, the following items are listed in order of priority:

- 1 Create a trail vision and mission with objectives and actions to achieve them.
 - a Create a trail working committee with representatives from key stakeholder groups and staff who can become champions of the trail and influence the ability to implement the objectives.
- 2 Confirm a trail option and create a plan to identify and complete a few small, 'quick win' projects in the near term, while developing an implementation plan that includes lifecycle and maintenance considerations, additional resources such as funding opportunities, empowering & mobilizing volunteers, etc.
 - a It would be valuable for the Township to conduct a cost benefit analysis of Options 1 and 3 to determine the future of the trail and to confirm a trail option.
 - b A "quick win" project could be constructing a small granular parking lot and minor trail head in partnership with private landowner(s).
- 3 Confirm who the ideal user group is and if motorized use of the trail will be allowed. This decision will affect the trail design standards (trail width) and projected capital costs.

- 4 If it is decided that the user groups are to remain motorized and non-motorized, the recommended design standard for the trail is:
 - a The trail width shall be widened by 2.0m to a total trail width of 5.0m. This width allows ample room for all users to enjoy the amenity with space for safe passing. A 0.5-1.0m wide buffer on either side of the trail can still be achieved.
 - b Typical trail width design standards are 3.0m to 3.6m in width with 1.0m buffer on either side. If the trail users are decided to be non-motorized, this is the design standard the Township should implement.
- 5 Review the road crossing priorities with the best practices and design guidelines to identify crossings of concern that need to be addressed in the short to medium term horizons (1-7 years).
- 6 In the immediate short term, develop trail etiquette rules and regulations and post on signage at all trail access points. Include signage that identifies sections of the trail that also permit agricultural crossing/ use so all parties are aware.
 - a Collaborate with adjacent landowners to post signs with clear language noting – “Peanut Line ends - entering Private Property” or “Entering Private Property – Trail Ends” Or clearly “ No Trespassing Private Property” so trail users are notified where the public trail limit ends. Maintenance of signage would be encouraged to ensure it is not taken down/missing or defaced. This could also be in agreement with the landowner.

Additional Considerations

A few additional priorities (in no specific order) for consideration as the Township cements decision-making (which can be executed during the above priorities if budget allows), include:

- Explore further consultation and guidance for legal issues which arose during this options analysis process.
- Complete outstanding trail surfacing improvements and vegetation buffer maintenance based on preferred option.
- Review of the Glendaler’s Trail Use Agreement/ policy, including any advertisements. Township staff should plan for implementation and enforcement, this may require additional staff resources or addition of funding to support.
 - o Review advertisement boards and the policy/ process of how this is implemented and reviewed. Typically, advertising can be included in an overall wayfinding signage plan with key destinations noted on trail markers that denote to users where an opportunity to visit a destination (e.g local business) is relative to the trail. These typically include a directional arrow and distance markers. Directional signage and advertising can be used as a revenue source by a specific group (i.e.: Glendaler’s) to support trail maintenance.
- Formalize both the Peanut Line Trail User Policy and Maintenance Policy.

- Create and install trail etiquette signage, define trail corridor (fencing, amouir stones, vegetation, etc.), signage, and define permitted trail users.
- Developing trail design guidelines, wayfinding signage plan, and maintenance and management plan.
- Install amenities and develop an amenity plan that includes timeframe, budget planning, and funding opportunities (sponsorship, donation, labour, etc.).
- Developing a volunteer group to oversee and assist with the monitoring and reporting of trail conditions to the Township. This includes the creation of volunteer resources and manuals and training sessions.
- Develop a funding and sustainability plan, including review of and submission to various funding options and grant funding opportunities (federal, provincial, conservation authorities, etc.).
- Explore a financial audit and cost benefit analysis for the Peanut Line Trail and its inclusion in the Township Asset Management Plan.
- Identify additional studies required to guide the vision for the trail forward and incorporate them into the capital budget planning process.

6.2 SUMMARY

In summary, we recommend the following considerations be prioritized as the Township works to realize the potential of the peanut line corridor to bring value to the community as whole.

- As part of the annual budget review process, Township staff should use this study and future trails master plan/guidelines to inform prioritization and implementation of trail infrastructure and amenities.
- As part of scheduled roadway projects and capital budget forecasting, the Township should allocate funding to construct trail connections and linkages to the Peanut Line Trail, creating a township-wide trails network.
- The Township should explore similar successful trail models and discuss its success, trials, and learning points from the municipalities the trail traverses. This can help guide the Township in future decision making and encourage knowledge sharing.

Future studies as mentioned in throughout this document may include:

- Traffic and Road Crossing Study where the Township could explore the feasibility of safety improvements at road crossings, including improved warning signage, improved sightlines, and crossing realignments where crossings are constrained by intersections.

- Cost Benefit Analysis for the preferred trail option and its incorporation into the Townships Asset Management Plan.
- Trails Master Plan to develop and guide the future trail network within the Township and a Trails Signage Plan or overall Township Wayfinding Plan.
- Arboricultural Assessments and Stormwater Management Report as part of pre-detailed design preparations.
- Trail Safety Study and Condition Audit in long term once trail has been established with upgrades.

Funding opportunities as identified in section 5.3.1 may include:

- Internal and External Opportunities - The Township should continue to explore both internal (including development charges) and external funding sources and partnerships to help fund implementation of key objectives and priorities of the trail. This can also include exploring potential of shared resources with SDG County and Raisin River Conservation Authority and other organizations and associations with a shared, mutual interest.
 - o For example: potential sponsorship of a section of trail if private business provides materials and labour to update trail surfacing, or name plaques on site furniture from public and private donations/ sponsorships of specific amenity items (i.e.: bike racks, benches, trail head signage, etc.) or a “donor art piece” that highlights various levels of support in an artistic way at a highly visible, major trail head.
- Government Funding Sources - The Township should apply for funding sources offered by both the Provincial and Federal government such as the National Active Transportation Fund and the Ontario Rural Economic Development Fund, etc.

REFERENCES

- 1 Township of South Glengarry Park and Recreation Master Plan (PRMP), 2023
- 2 Ontario Federation of All-Terrain Vehicle Club: [OFATV | Ontario Federation of All Terrain Vehicle Clubs](#)
- 3 Rails to Trails Conservancy (USA based): [Liability and Trail Insurance | Rails-to-Trails Conservancy \(railstotrails.org\)](#)
- 4 Ottawa Valley Regional Trail Master Plan, 2018. [The Rose Point Recreational Trail Management Plan \(ottawavalleytrail.com\)](#)



2611 Queensview Dr #300,
Ottawa, ON
K2B 8K2



A

EXISTING CONDITIONS PHOTO INVENTORY

WSP conducted a thorough site visit of the entire Peanut Line Trail April 27, 2023. All photos collected are geo-located and a kmz map was created. The following pages are all photo's collected during the site visit. Since the visit, 1 bridge has been upgraded.



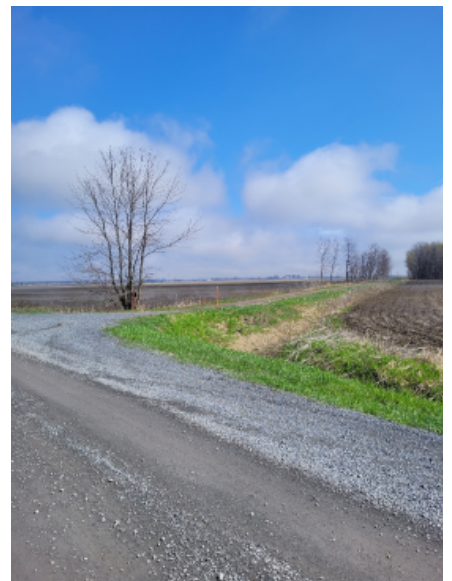


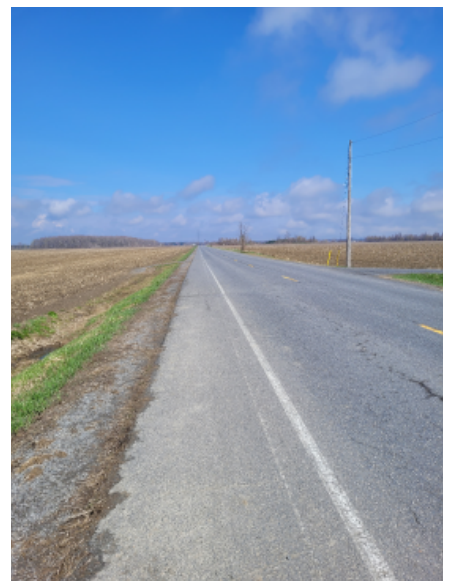




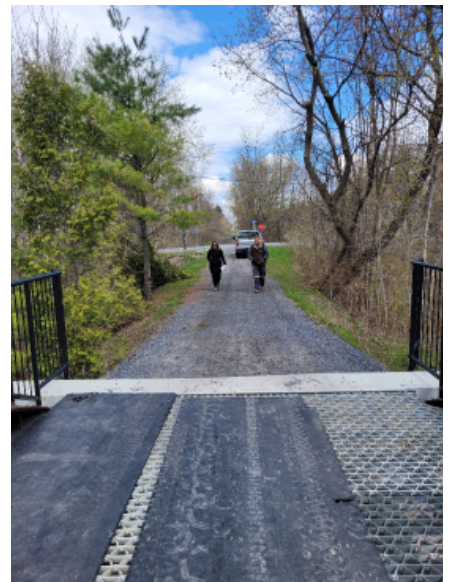


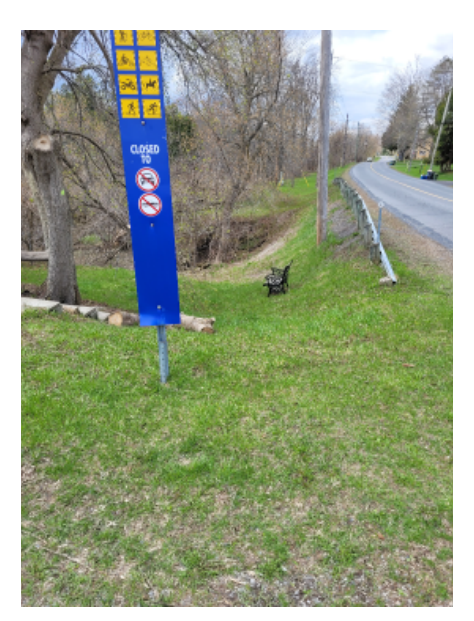


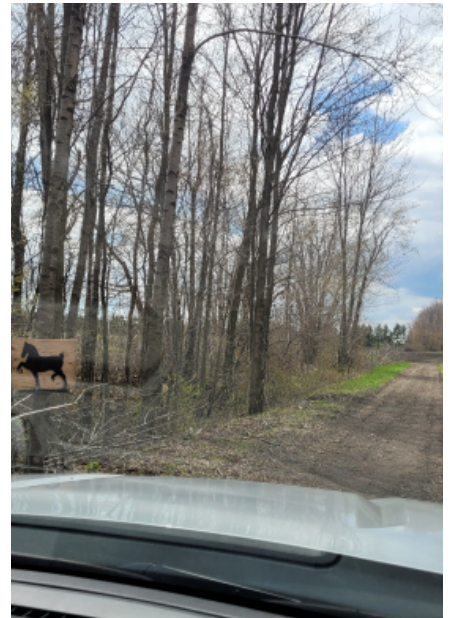
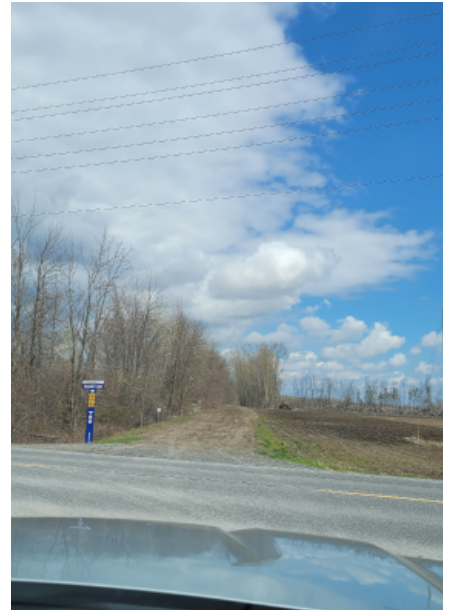
























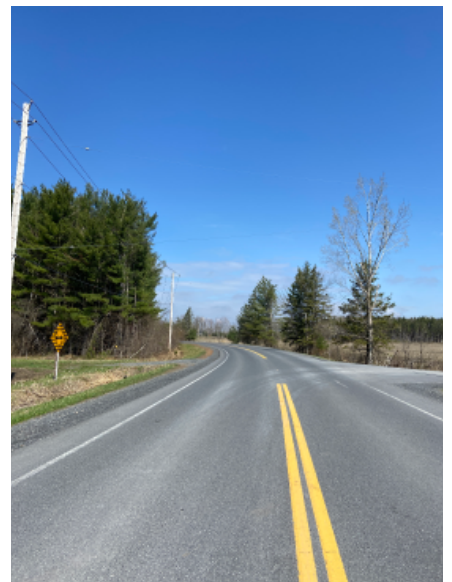
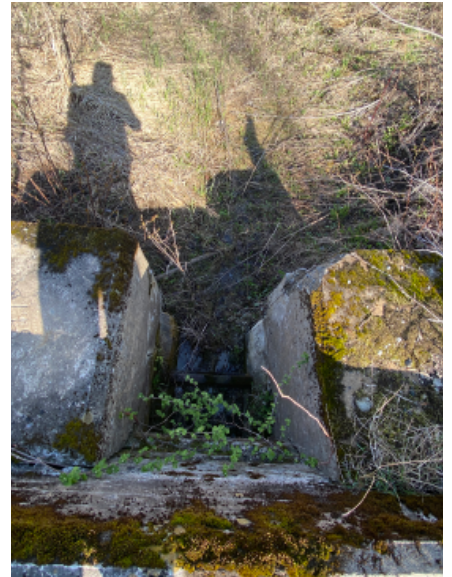










































B

PUBLIC ENGAGEMENT SESSIONS

Peanut Line Trail Options Analysis

Public Engagement Session #1

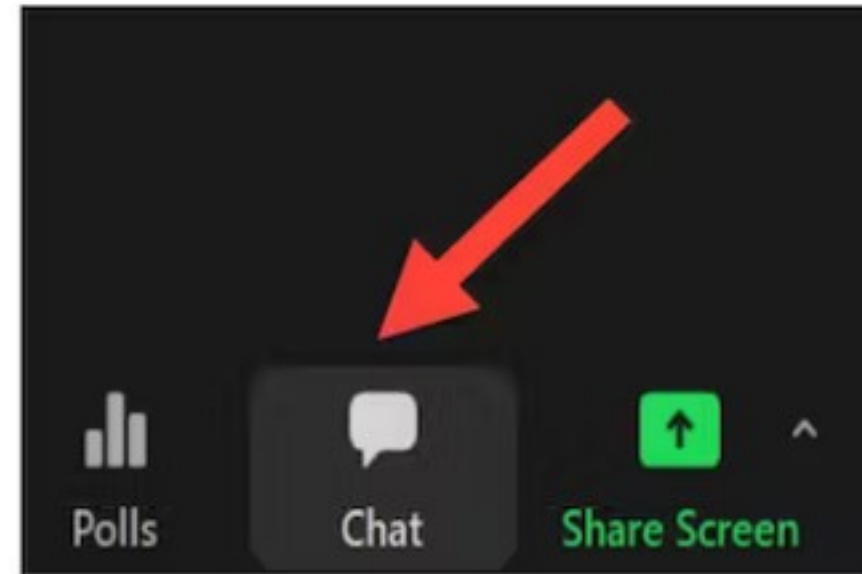


Indigenous Land Acknowledgement

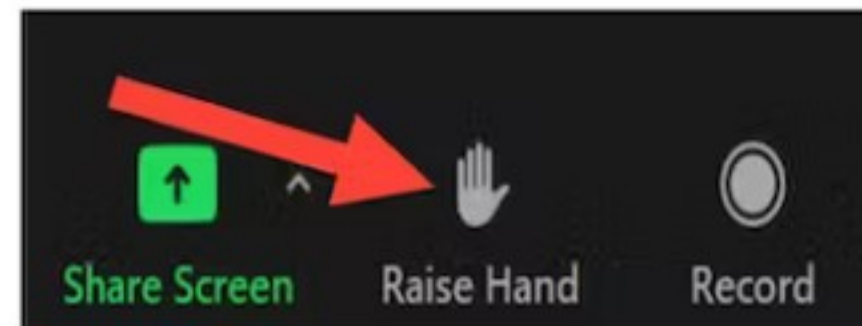
- We acknowledge the land that our trail planning will take place on is the unceded and sovereign territory of the Akwesasne Mohawk and their ancestors.
- We also acknowledge the Algonquin, Haudenosaunee (Hoden-o-show-nee) (Iroquois), Huron-Wendat (huron-wen-dat), and Abenaki who are neighbors and partners to the Akwesasne Mohawk.
- In times of great change, we recognize more than ever the importance to honour Indigenous history and culture and are committed to moving forward in the spirit of reconciliation, respect and good health with all First Nation, Métis and Inuit people and our community as a whole.
- As representatives of the people of the Township of South Glengarry, we are grateful to have the opportunity to work and live on these lands.



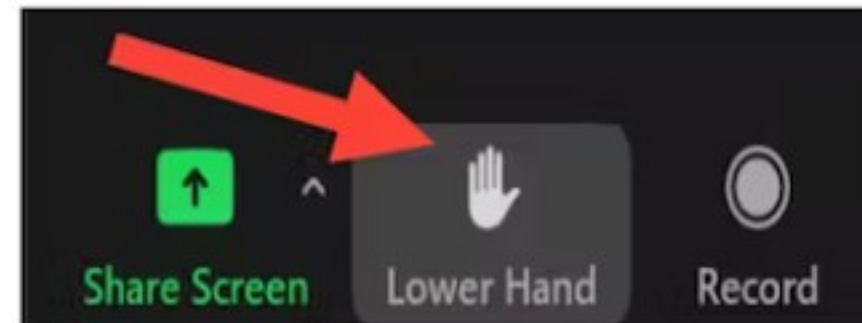
Zoom 101



Chat to send a message directly to the Project Team. The Project Team will answer your comments aloud during or after the presentation.



Raise Hand when you have a question or comment. A member of the Project Team will ask to unmute you when it is your turn to speak.



Lower Hand when your question or comment has been answered.

Agenda



Welcoming Remarks



Mentimeter Overview



Existing Conditions: Site Inventory



Interactive Discussion



Next Steps

Welcome!

You are being consulted today because you:

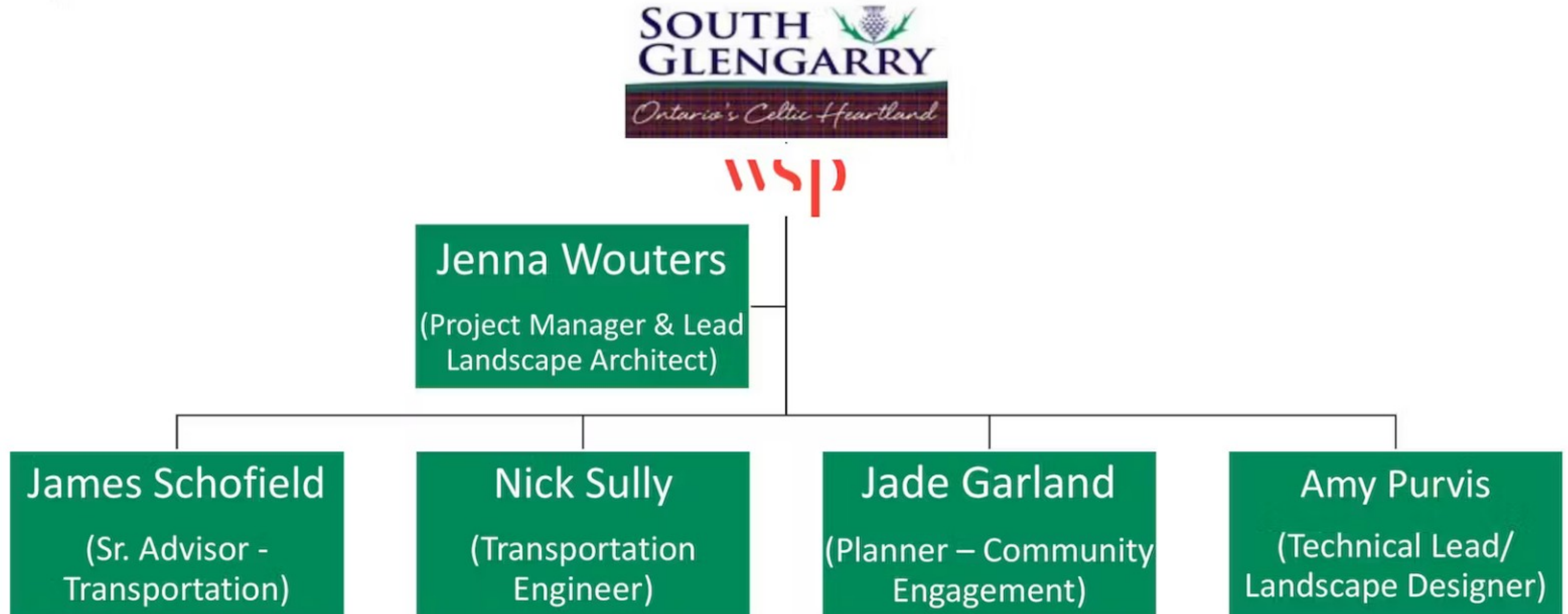
- Are a property owner along the Peanut Line Trail and/or
- A key Stakeholder invested in the Trail.

The purpose of today's session is to introduce the project and gather information on the trail.

Your input will help inform the development of the Trail Options Analysis.



Project Team



Project Purpose and Scope

- The purpose of this study is to provide the Township with options to outline long- and short-term direction for the Peanut Line Trail through the following:
 - Develop a strategic plan for the provision of the Peanut Line Trail informed through the engagement process with key stakeholders, adjacent landowners, trail users, and the Municipality.
 - Provide options for future maintenance, land use, and trail segment ownership guided by the consideration of existing limited maintenance of the trail and current use by adjacent landowner properties.
 - Provide best practices, trail options, and recommendations for the future of the trail.

Existing Conditions, data collection, and analysis

- Site visit and photo inventory
- Base mapping & data analysis
- Trail Crossing Best Practices Memorandum

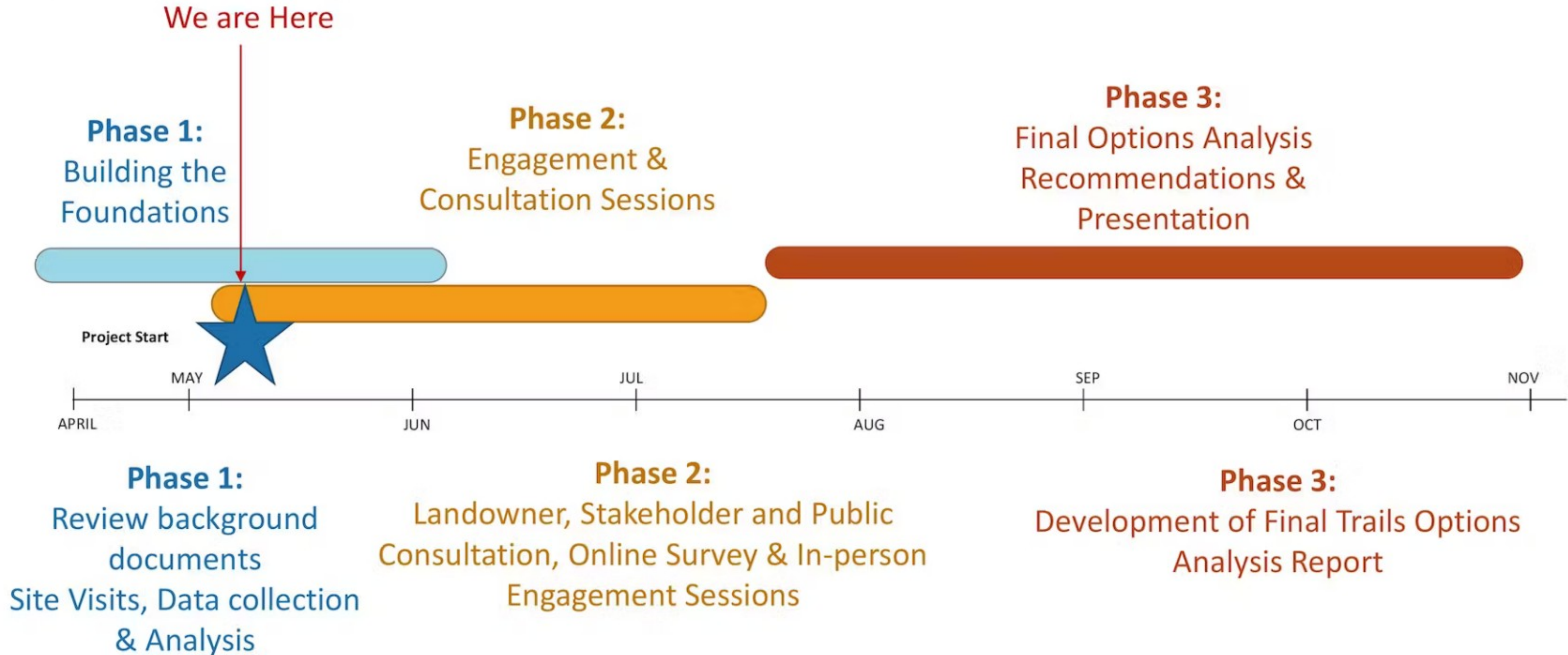
Engagement & Consultation Sessions

- Municipal Staff Session
- Key Stakeholder & General Public Sessions
- Individual landowner meetings

Trail Options Analysis

- Trail options analysis recommendations
- Options evaluation, maintenance standards, and costing
- Traffic/ Trail Crossing Best Practices
- Final Options Recommendation and Next Steps

Project Schedule



Mentimeter: How To Participate!

We have created questions throughout the presentation using Mentimeter to collect your feedback!

1

Grab your phone or laptop



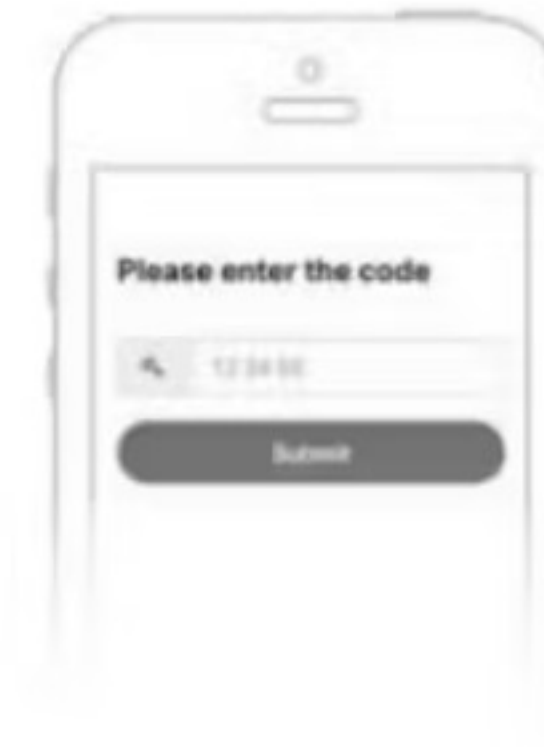
2

Go to www.menti.com

www.menti.com

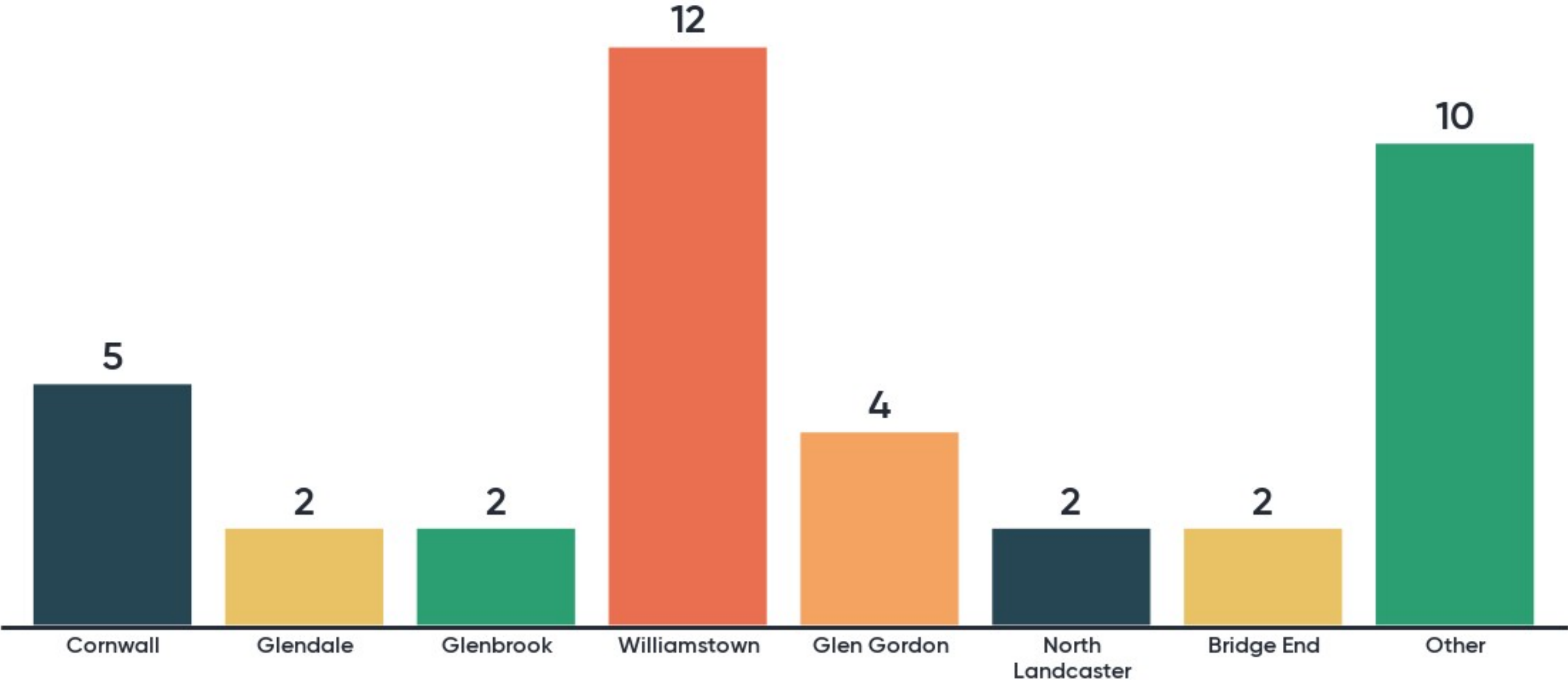
3

Enter the code 5268 6879 and vote!



You can also scan the QR code with your phone!

Let's give Mentimeter a try! – Where do you live?



Existing Conditions

Peanut Line Trail:

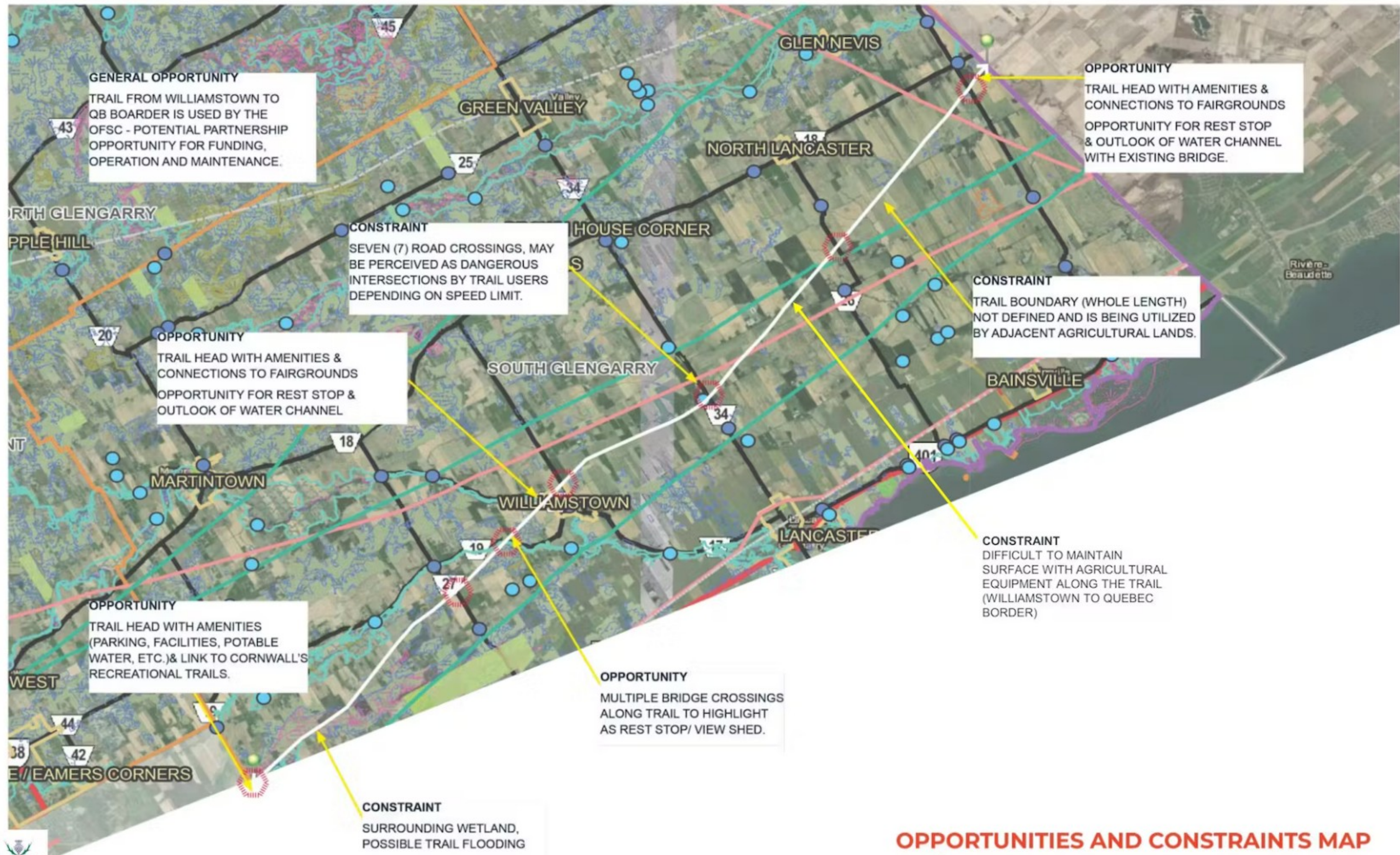
- 31 km in length from Boundary Road to the Quebec border
- Approximately 100 ft. wide rail bed, expanding up to 200ft at former station locations
- Approximately 3 main bridge structures in addition to steel and concrete culverts.
- Utilized as a multi-purpose trail that includes motorized recreational vehicles and OFSC trail use during the winter months
- The primary surfacing is granular and/or soil.



Existing Conditions

- West Section: Boundary Road to Williamstown
 - actively used 12 months of the year, surface allows for more manageable maintenance, crushed stone surface with markers & signage.
- East Section: Williamstown to Quebec border
 - less recreational use in spring-fall, maintenance on an as needed basis, limited defined boundaries and blends into existing agricultural fields/landscape



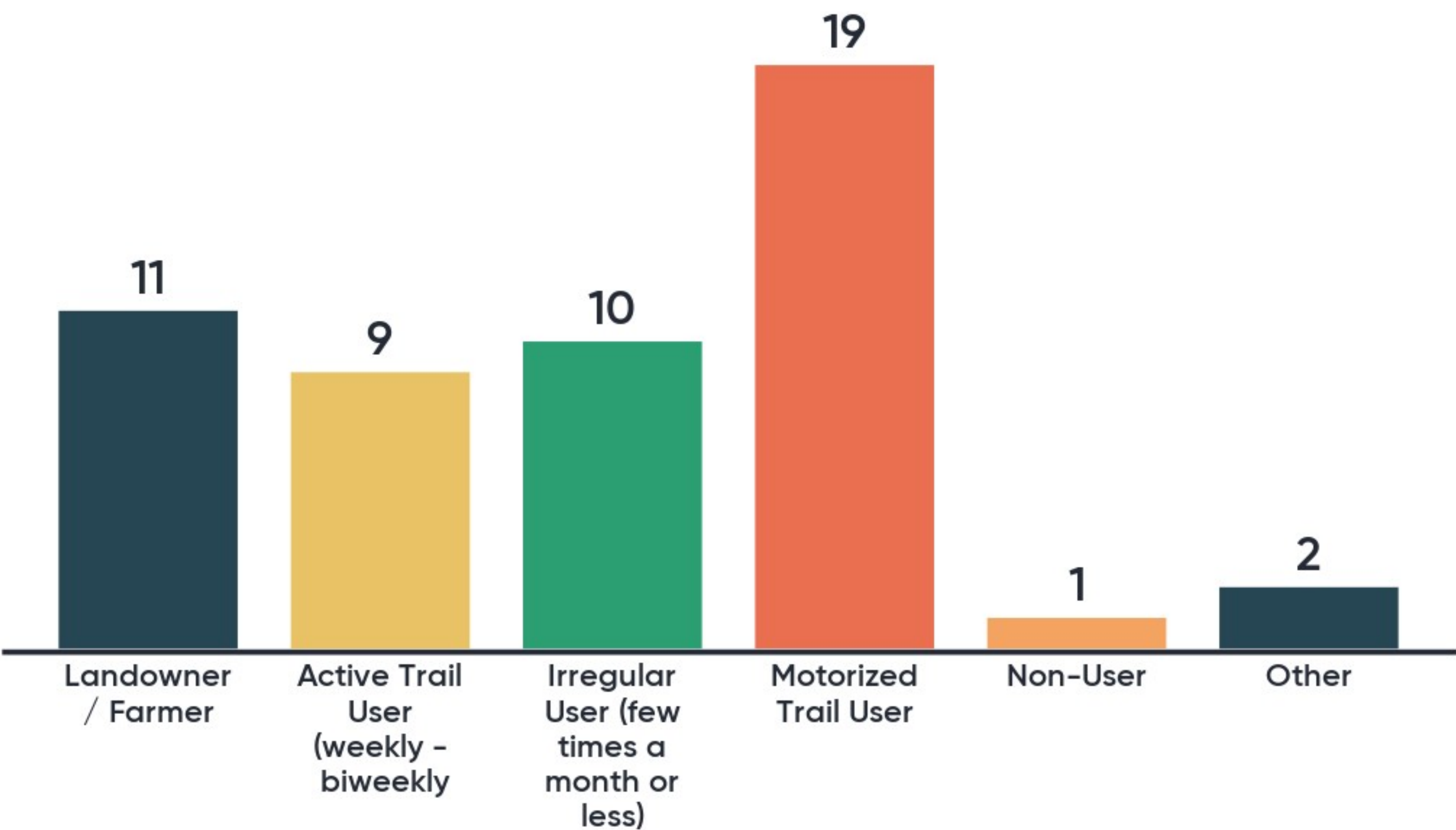


OPPORTUNITIES AND CONSTRAINTS MAP

Interactive Discussion Time

- It is now your turn to provide insight and feedback.
- Why Participate?
 - Have your voice heard.
 - Share your local knowledge.
 - Your feedback will influence the options analysis recommendations.

What type of Trail User are you?



If you are an adjacent landowner, where are you located?

1st



East Section
(Williamstown to
Quebec border)

2nd



West Section
(Boundary Road
to Williamstown)

Engagement Exercise

- As a group lets gather information for the trail based on the following categories:

STRENGTHS

- ☐ **What positives does the trail provide?**
- ☐ i.e connect to nature, proximity to Williamstown & Glendale, Rasin River, etc.

WEAKNESSES

- ☐ **What comes to mind when you think of weaknesses?**
- ☐ i.e.: lack of amenities such as trail head, seating, etc.
- ☐ i.e.: linkages to existing communities, parks, etc.
- ☐ i.e: lack of signage, lack of differentiation of eastern section of trail

OPPORTUNITIES

- ☐ **What are the opportunities that the trail provides?**
- ☐ i.e. increase tourism as a destination, improve mental health
- ☐ i.e. can become part of a regional trail network, draw economic development & tourism from surrounding areas.

THREATS

- ☐ **What are the existing constraints or threats associated with the trail alignment?**
- ☐ i.e. trespassing & vandalism due to lack of signage, buffer, etc. on west end.
- ☐ i.e. unclear trail user etiquette & rules for use, lack of maintenance standards

Strengths

90Answers

Great area to be used for recreational still being immersed in nature I love it

Access to snowmobile trail.

A place to walk in nature. An opportunity for tourism.

Nature viewing

Nature, walking, bird watching

To connect to nature and family recreation

Recreational opportunities

It allows familys to get out and SXS and use the trail. It connects us with nature and we use it 4+ times a week

connect to nature, habitat for warblers and other wild species, hiking and birdwatching

Strengths

90

Answers

Close to nature wide straight and safe to drive and see others coming

Access to snowmobile trail.

Natural setting . Access to trail use for ATV. Birding. Dog walking. Biking

Safe corridor for motorized users for recreation and tourism

nature, exercise, easy to access for people from Eastern Ontario, birdwatching,

recreational opportunities

Mental Health

Wildlife corridor. Nature preservation. Recreation. Bird watching. Snowshoe trail.

It is the only Authorized ATV trail in Cornwall or proximity to Cornwall. The gravel provides a nice base so no mud or barely little, Nice trail for a ride

Strengths

90

Answers

Opportunities to get fresh air & exercise away from traffic. Hopefully can be developed into a safe horse riding trail for our large riding community

Snowmobile trail very important

Psychological benefits of being in nature, close to trees, wildlife; important habitat for wildlife as it shrinks

Connects to nature. A place for my family to go atving, dog walking

Positive place to be in nature and enjoy the outdoors

Proximity to communities.Great connecting link between communities.

Atv trail

Safe corridor for motorized user

Connecting with nature, exercise

Strengths

90

Answers

walking and shoe shoing

Birds very well lighted close to the city

Attracts more users to the community

Connects us to nature and it's free amazing

it at present runs the length of the entire municipality,
West half is in good shape. accessible for most with the
means to travel to it. asset as far as public spaces

Snowmobile trail

Connect to nature, exercise ie. hiking, crosscounty skiing
etc

connection to Williamstown; beautiful rural/nature
views; good spot to walk dog; wildlife

Atv Trail

Strengths

90

Answers

bird watching, connect to nature – good for mental health, dog walking, biking

It’s free!

Meet people on the trails

Amamzing access for snowmobile network. Tourism locally and as an important connection to QC. Provides an opportunity for a multi-use trail. Multiple groups working together. Access to nature 365 days

Nice surfacing

I have met some very nice people

Provides a place for motorcycle rides in the summertime and ATV rides in the winter time is beautiful to have access to this

Year round horseback riding trail

windbreak. wildlife habitat

Strengths

90

Answers

Local outdoor clubs use trail to connect the east to west	snowshoeing, wild life habitat	Provides a major connection for glengarry snowmobile club s trails to quebec and seaway valley snowmobile club
raises awareness of importance of natural habitats for people and wild species	Important habitat surrounded by agriculture, is important wildlife corridor	Close to home and a place to take visitors
Great way to meet people and see the ways other people use it	Opportunity to get outside, enjoy nature, good exercise, good for health and wellness, ski doing, 4 wheeling, time to enjoy with family and friends, enjoy wildlife, tourism	The small stone edition, on the east side of the trail makes it very enjoyable to ride

Strengths

90

Answers

In the winter, the grooming that is done by the Glendale hours is also awesome

Seeing a variety of uses and how we all get along

It's natural

Access to my adjacent land

great access for land locked parcels

Non-snowmibile users access to a groomed trail - for free!

Very well signage

Love hearing it being used it means people are outside

Joins communities

Strengths

90

Answers

Its part of our areas history	Horseback trail riding	Volunteers help with the upkeep
Encroachment for private benefit.	Can't cycle on it. Trail is rough.	Eastern section some land owners have used for farming and trail isn't as good, lack of signage
accommodations for motorized vehicles put natural habitats at risk. noise, exhaust, brush clearing along the sides, etc.	Lack of amenities, gravel too large for horseback on western section	For what this is used for I don't see any weaknesses, this is not a bike path, it truly is made for offroad vehicles, that is it's purpose.

Strengths

90Answers

Speed of limit 20km is only in quiet zones

Local foxes have used the trail as an access to my yard to steal my chickens.Very poor visibility at farm crossing making it very dangerous. Have had two very close calls with dirt bikes.Vandalis

lighting etc for safer road crossings

motorized vehicles can be intimidating for people on foot, horses and dogs

Every time I am out on there on the ATV I see way more people on ATV's than walking, Probably 5 times more people on ATV or motorcylces than walking. this trail is more conducive to riding

wildlife habitat, land-based learning, ecological education and awareness.

people want to go there for nature but natural systems are not prioritized

noise disrupts wildlife, especially fugitive species

increased opportunity for cycling club competitions

Strengths

90

Answers

Maintenance would need to improve a lot to make it safe.Cut weeds and branches and install signs

I agree we can all figure out how to have everyone use the trail

Biggest risk is recreational vehicles crossing farm traffic with poor visibility and no signage.Vandalism Wildlife using trail as corridor to access farm animals

Increase tourism definitely good for business, link to provincial trails,

If not properly maintained, liability issues.

I think it makes sense to close the east section and focus on the west end

great riding trails for other sporting activities

Change of use could mean the Fair loses access or parking.

Definitely evening

Weaknesses

90

Answers

Parking at road crossings are lacking

Master plan for users

High maintenance cost and a lot of liability

Signage could be improvef

No trailhead facilities or parking, which means dangerous roadside parking or even some people park directly on the trail

Portable water access

The seven road crossings should have big bold stop signs for the users, ensuring everyone’s safety

Need to make sure to have parking area for loading/unloading.

Speed signs, quiet zones and stop signs are often ignored

Weaknesses

90

Answers

Connection into Cornwall services	Lack of amenitiesLack of parking for trailer	Only weakness for me would be if I can't use my ATV on the trail
Lack of signage on the east section	Lack of tree maintenance.	unlimited access for those who do not use it responsibly
Lack of vegetative maintenance, ie down trees and growth.	Parking with enough space with trailers.	Signage is not clear; farmers use the trail to deliver manure for fields, makes a mess for all users; motorized vehicle users trail clearing is too wide, destroys trees and habitat

Weaknesses

90

Answers

Bathroom and water	Very rough on the east end towards the end of summer	Signage for amenities near towns or billagrs
Encroachment from farmers	from Williamstown to PQ border trucks hauling wood ruin the track	Parking facilities to be made available for example at the Boundary entrance
Farms have plowed out many section that make it hard to ride	Quiet zone is not respected by many motorized vehicles	Maintenance of trail base

Weaknesses

90 Answers

Cannot cross where agriculture has removed all trail trees, especially if wet

vehicular traffic not conducive to wild life habitat and walkers, bicyclists.

When corn is planted in the east its like riding in a tunnel with limited visibility

Lots of LiabilityEncourages trespassing and private property damage

No barriers for road vehicles. Access for people conducting illegal activity (smugglers); noise and speed of motorized vehicles; Excessive dumping.

Positives outweigh the weaknesses for sure, an amazing trail for our Township

20 km per hour speed is most often ignored

Very rough trees growing in

irresponsible landowner who think it is an extension of their property and treat it as such.

Weaknesses

90

Answers

Quite zone signage has noeffect on motorized vehicles

Gravel is too rough and potholes are bad in spots in West end, which means it's not conducive for families enjoying by bicycle

Motorized vehicles need to concede to pedestrians, dog walkers & non motorized users such as np bikes & horseback riders

need to delineate sides of the trail for motorized vehicles, vast majority of user NOT motorized vehicle users; garbage left along the trail

No access to Cornwall-Picnic area/Rest area would be nice.

dumping

Spot for stop and relax like benches but with widen areas for stopping

history of use for illegal activity

Could benefit with rest stops with coverage and or picnic tables or benched

Weaknesses

90

Answers

Vehicular traffic is all year round, too fast, horrible what happens to the yrail

Cornwall needs make a plan for their section so that the whole thing can be used by citizens

A lot of none tax payers using the trail

No receptacles for trash

Does not highlight tourism attractions or local businesses

Users who throw garbage along the trail site.
Tremendous evidence of alcohol use and driving.

East section is wide open. No buffer of trees to protect trail. No barriers to road vehicles. Irregular surface at times.

unable to maneuver through farmers" crops sometimes

Nothing to attract people to want to use the trail

Weaknesses

90

Answers

littering - alcohol cans, food wrappers, etc

Some users dont respect private lands

Maps need refreshing

Need to plant more trees or else leave the existing ones to grow, stop mowing the sides so far over, not necessary for recreational vehicle useage and destroys habitat; this is not farmland

Motorized vehicles often do not respect walkers and do not slow down when meeting them

More Local businesses close by the trails

Connection to Cornwall lacking, would attract wider users

Trash dumping

Small children driving 4 wheelers and dirt bikes at fast speeds is quite dangerous to themselves and others

Weaknesses

90

Answers

Illegal trapping along the trail edge (dog caught in a conibear trap).

Lack of maintenance

Limited winter use to motorized only

Motorizwd vehicles not stopping at road crossings also very dangerous

vandilize peopls property, smuggling,, on a busy day it is very noisy, easy access to pri ate property trail not being patrolled garbage i

Very heavy motorized use compared to trail walking

Really can't use it for anything except getting out of vehicles way and shutting out ears

I see about 5 times more people on atv's when I am riding then people walking, this is truly a trail that is more condusive for atv's or motorcylces.

Undefined east portion,

Weaknesses

90

Answers

The 20km/hr speedlimit is only for quiet zones,

Increase tourism and economic feveloment

Removal of trees and brush along trail encourages folks to go off trail

Amazing opportunity to develop a multi-use trail for all
PLEASE pay attention to the user survey already done in the Parks and recreation master plan; this is NOT a motorized trail

Sale of eat end could generate upwards of \$2M

Introduce children to nature; schools; the ATV clubs DO NOT own this trail; all taxpayers are entitled to use; there's a trail outside Embrun on an old roadbed that is a good example; delineate lanes

Make it a true nature yrail

Make it a true nature trail

Overclearing of brush and trees by motorized vehicle clubs

Weaknesses

90

Answers

Inability to use parts taken by farmers	Defaced signage in the east end	ATV etc use year round
Lack of clear lanes for walkers vs motorized vehicle users	There is a new garbage receptacle now in the far eastern end, can use it	Destruction of habitat
Community groups could offer help	A nature trail, leave it alone,	Cannot see my comments

Increased regional tourism	Well managed and maintained multi-use trail.	Can post historical and geographical information boards
Increase tourism and economic development	Enhance non-vehicular use for nature promotion and preservation.	Make it a trail you can cycle on.
it can introduce people to our lovely Glengarry County	improve habitat for wildlife by putting in bird boxes and bat boxes -- attract nature lovers	The biggest attraction to this trail is the OFSC and the Glendalers ATV club, they are the ones that promote it the most and also do maintenance on said trail

Connection to Cornwall and Quebec trail networks	I know if it was opened up as a safe horse riding trail, there would be a lot more tourism from a large riding community	Keep the trail as natural as possible would cut down on expenses
Promote health and wellness	Increased recreation opportunities for region	Tourism love of your neighborhood
Tourism for sure	Can connect a network of trails and unopened road allowances	Connect trail to other multi-use trails. Awesome for tourism.

improve habitat by adding to the tree canopy -
- cool the trail in summer, more people then use it.

Possibility to bring ATV riders from other areas to spend money at local restaurants and stores

Have motorized vehicles limited to late fall to early spring to allow more families, children and seniors to walk or bike the trail safely

Promote different user modes through signage.

Cycling tourism

Encourage physical activity and outdoor recreation (cycling, snowshoeing)

Tourist attraction

It could give the opportunity to add onto the trail to allow for more ATV/Rec trails.....

Promote it as a horseback riding trail

Promote more use and gain more tourist dollrs into our area

Opportunity to connect to Great Wolfe Lodge development

Bird watching ; educational opportunities esp in connect with Raisin River Conservation

Encourage more green aspect for non-motorized use for young familues and seniors to be able to enjoy biking, stroller use without fear of fast moving vehicles

Bring in business for business owners

Sale of East side could generate upwards of \$2M

I don't want more people here lol

Opportunity for event planning to take place on the trail

a place to enhance the township's tree cover

Cost sharing with OFSC, ATV and other user groups.

In the winter months it's tourism from Quebec and eastern Ontario snowmobiles

Welcome families by stroller & bicycle; make portions designated dog walking areas: highlight nature & historical gems

natural habitat, land-based learning, species diversity

Increase the enjoyment of nature settings for all the residents in the area

Lots of opportunity to improve tourism both motorized and active transportation. Gets people to smaller communities that they may not have considered going to.

improve habitat with planting of vegetation that attracts native insects that are needed for pollination of food plants

All activities year round as from experience we all get along

Partnership with local groups ie Williamstown green thumbs or char-lan green team

Opportunities

61

Answers

A legal place to do recreation

Improve signage for ATVs to respect quiet zones

Better signage for all users.

a place to appreciate nature (without destroying it at the same time)

No separation of activities as open for all at all times more accessible then

many different ecosystems and habitats along the trail ... opportunity for teaching and learning

Marathon event???

there are groups in other communités that do ATV rides in the summer, this could be a destination for that

Keep it free to users

Mutual agreement with land owners and farmers with the user groups

Township should keep ownership as is

Evenings

Increased policing by OPP and SAVE Team.

No proper funding to make it a better trail

Trail running or bicycle events including Summerstown Forest, ending in a larger festival or dinner

A paved or well maintained trail for cycling from one end to the other

Unwanted waste	Encroachment by farmers for private benefit	Loss of a trail system that everyone loves
Incompatible user groups	Vandalism. someone set fire to one of the bridges a few years ago	Withdrawal or reduction of funding
Garbage dumping	people who have no respect for the trail	Deep holes

Encroachment by farmers	No clear signage on what is private property	Litter
garbage dumping	Township selling the trail	Farms taking over the land
Not enough signage for Quiet Zones	Clear signage on the modes of usage	If trail is lost for public benefit it will never be reestablished.

a few "yahoos" ruining it for the rest	over enthusiasm for clearing brush along the trail destroys the natural beauty that people go there for in the first place	Unsafe footing
Tresspassing onto private property	Changing the function or limiting use of the trail	Noise from motorized vehicles
If it is not maintained, it will become under-utilized	Lack of signage	Someone will get seriously hurt

Vandalism to private property and equipment
No respect for abutting property
access road for illegal activity

Lack of parking area for those not abutting the trail

Enforcement of rules/regulations

Motorized vehicle speeds

Adjacent landowner complaints

Lack of enforcement of no road vehicle use. Loss of part of trail by famer planting crops. Littering.

Sale of trail to private owner/group

Need more signage for locating where you are as well as signage to show people how to use the trail ex. walkers, motorized etc

Legal liability for accidents, Littering, vandalism. Cost of maintenance and upgrades.

More atvs and skidoo traveling roads	ATVs going too fast past walkers. Although, personally I have never seen this.	unauthorized vehicles like trucks
Doing too much to the trail, keep it natural and useable	No enforcing of speed limist and quiet areas	heavy use of motorized vehicles scares away fugitive species and damages natural habitats
Uneven terrain possibilities for accidents motorized and un motorized	Lack of organized volunteer groups to assist with maintainance and control.	Garbage on the trail People not staying on the trail

Extreme cost to maintain	Perhaps some added features for safety can be big bold stop signs at the seven street crossing intersections	Cost of maintenance for infrastructure (bridges/culverts)
motorized vehicles potential for injury		As noted, trespassing, vandalism, access by criminal elements
Garbage dumping	Walking people with dogs	
	Criminal elements using the trail.	Vandellism. Garbage dumping. Access to private property. Illegal activity hotspot. No policing. Poor maintenance

Slashing the trees and shrubs along the edge of the trail.

Major loss of trail system for local clubs

Trespassing on private property adjacent property

Develoment of other sources of funding.

Too many allowed usages, motorized vehicles dangerous for other users

Excessive noise at all times of day

Encroachment of farmers. Trespassing of users onto private property. Vandalism of necessary signage. Lack of enforcement of unauthorized users. Uninsured motorized use. I.e. dirt bikes

Driving to fast

Unwillingness for users to help by picking up litter or garbage that @#\$\$% users have left

Huge future cost on tax base

Exaggeration of risks

drainage of wetlands to prevent flooding would destroy habitats that make the trail appealing to nature lovers

Multi use trail

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

A mutli-use trail.

Usable, well maintained trail

In short, leave it alone.

To be an ATV or motorcylce or off raodTrail

A trail that can be enjoyed by as many members of the public as possible.

Multi-use trail

A trail for all users to enjoy regardless of how your are travelling the trail

Connectivity to other trail systems

multi use recreational

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Free access for everyone that is properly maintained.

Finer gravel, so that families can better access it.

Maintain entire trail as a recreation trail.

An exciting destination trail for all users.

Non motorized trail for walkers & horseback riding from spring to fall, all users in winter

Our community group got permission from council to plant trees in the far eastern end; was very educational and helpful initiative, would like to see more

whole- multiuse but defined uses.

The Township to remain ownership of it all for a nature trail for all to use free

A multi-use trail, that includes horseback riders

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Multi use trail! For everyone

Everyone ability to enjoy it, multi-use the whole way, tourism, events

Maintain and improve the West Section East section is beyond repair, sale would help with future costs

Multi use

Multi use trail

Multi Use-AVTS/Walkers etc. like in Verona

Township to keep ownership

Walkers can go on any bike path, Atv users cannot

Multi use trail. We can all play nice

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Tourism attraction, including local businesses access, historical highlights, nature placards etc

non motorized if possible, ecology a priority

To see part or all of the trail to become non-motorized during the summer months

schools and community groups could get involved; planting trees for windbreaks for all to benefit from, farmers and trail users alike

Township to maintain ownership and not lease to special interest groups.

Keep as recreational trail; bird watching trail, township ownership should remain

East section give it back to the farmers or buy back

The trail needs to remain a multi use trail for recreation for use by all forms of sports by locals and visitors alike

Non motorized, at least during summer

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Township should take back the parts that have been taken over by non owners

Establish user group for continued dialogue . People who use it often who can provide regular feedback

If it would stay as it is, it would be good. But adding stop signs of cross roads parking facilities at the entrances, and perhaps even picnic tables along the trail would be great.

A trail well maintained for riders

Township absolutely must retain ownership

Find ways to share the trail, either by "lanes", dividing by sections, or by seasons.

Township to act as land stewards in right of the land owners in SG Township

Township to maintain ownership to ensure continued use a s a recreational asset

A trail outside Embrun on decommissioned railbed has delineated lanes it could be a model

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Ecological criteria should be paramount

Ensure preservation of natural and ecological composition.

If a multy use, all quiet areas to have sound barriers installed

maintain trail in a way that it can always be rehabilitated to natural state (no pavement, minimal impacts on wildlife habitats and corridors)

I leave it as is

Trail is wide enough for multiuse safely; some parts could be developed more, other parts more wild

A good plan that volunteers could help implement for east section.

Township could act as mediator between landowners and user groups more respect from both sides is needed

Establish gating system that makes it obvious when approaching roadways

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Easy access trailheads with maps, attractions, seasonal use or information

There are many trails where motorized vehicles are not allowed. Keep the Peanut Line open to motorized vehicles AND everyone else!

Keep it simple to keep the costs down, nature is simple and should be enjoyed by all, free

East section to be moderately improved to maintain access for farmers but allow a reasonable trail base for bicycles atvs snowmobiles walking

I would love to see it as a nature trail for people to enjoy outdoor activities safely. Perhaps having designated days for use by motorized vehicles or divided lanes ?

Council should maintain ownership; charge motorized vehicle clubs for use

User groups to be invested in the trail future

Reintroduce native species wild flowers, trees

Kilometre markers along the trail

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Allow adjacent property owners to purchase/ have back

Volunteers are already doing so!

Is there a Friends of the Peanut Line group?

Lots of volunteers want to be involved in supporting the trail

Would like to see the entire trail to be multiuse with motorized users. Only winter motorize use would be snowmobile. Snowmobile and ATV can't share same multiuse trail. OFSC won't allow it.

ATVs are the main users on the trail in Winter...

public access/public is important as a place where all users can collaborate. perhaps in future there could be facilitated discussion between stakeholders to encourage collaboration and cooperation.

More activities

Yeah I already cleared some brachnes and trees off the trail from that ice storm we had a couple months ago

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

No there is not

There is no Friends of the Peanut Line Trail, yet.

More access from different areas

Put up barriers to keep road vehicles off the trail, except in case of emergency (the bike trail by the Upper Canada Migratory bird Sanctuary as an example).

Atv's use it year round, Atv are more suitable to summer than winter

It was such a huge benefit during covid for all to use

Our community group has done work on the Line

We are all friends of the trail 🥰

A trail for everyone

As a person invested in the future of the trail, what would you like the future of the Peanut Line Trail to be?

86 Answers

Friends of the Peanut Line facebook group!

Guided tours

Access to motorized vehicles restricted at night

Back of boundary trail to get there instead of driving on boundary

Noise frightens wildlife

Next Steps – Engagement Opportunities

Engagement Survey via Survey Monkey

- Will go live May 24th
- Online survey - a link will be sent via email
- Hard copies available through Township of South Glengarry

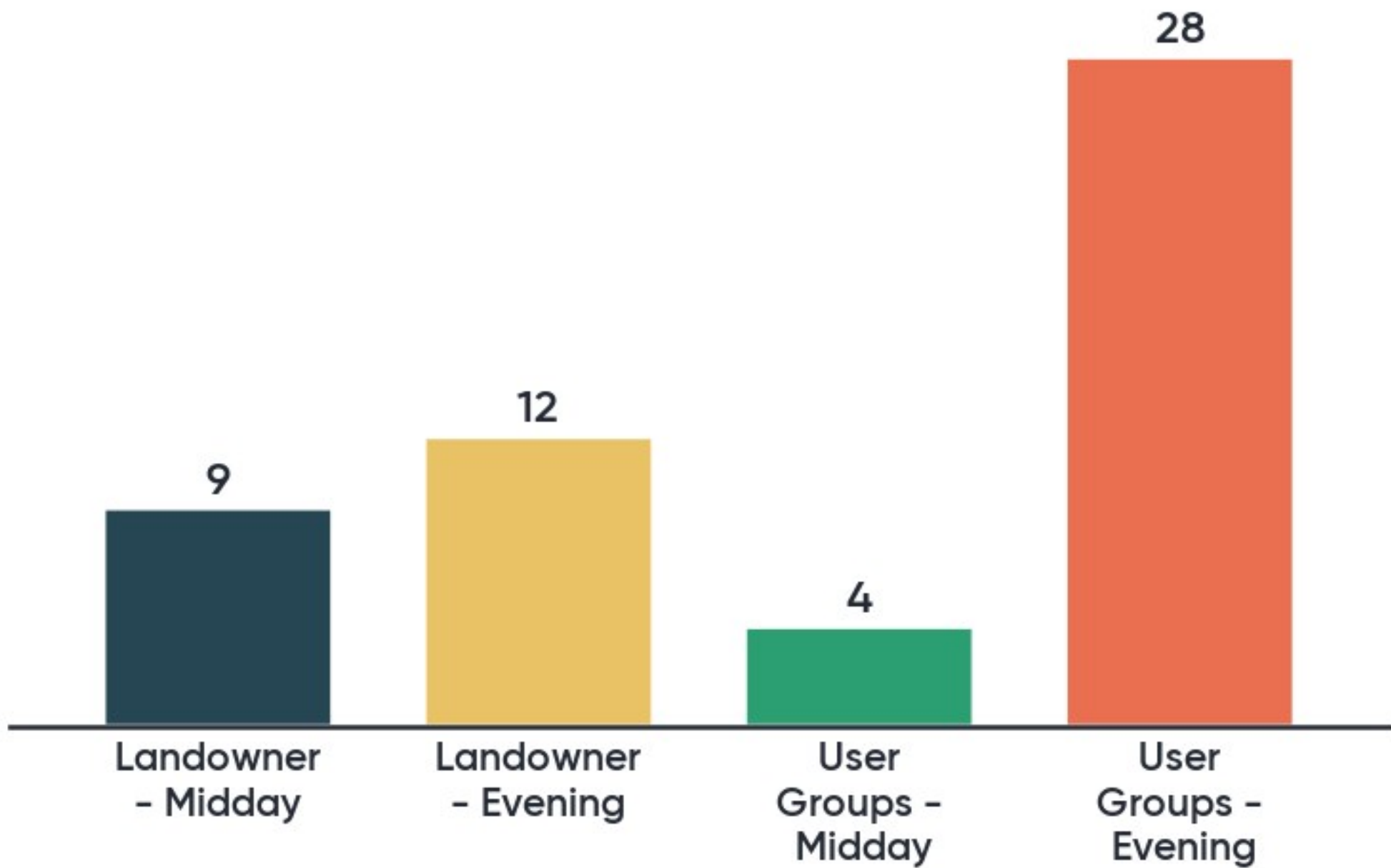
Meeting #2: User Groups and Landowners will receive an invitation via email.

- Discuss vision and aspirations for the future of the trail
- Session 1: User Groups
- Session 2: Adjacent Landowners

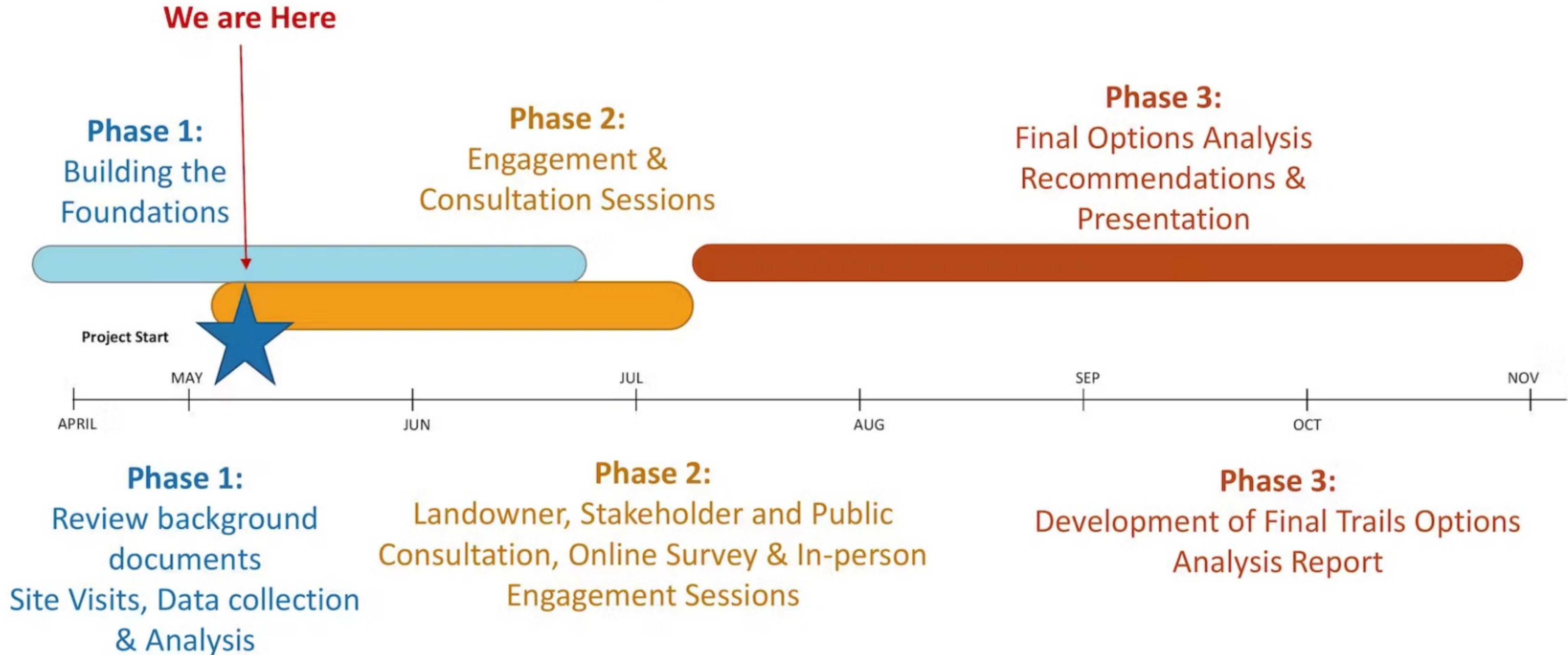
Individual Landowner Meetings (Virtual)

- On as-needed basis, 1 on 1 meetings with landowners to discuss property specific concerns over the course of the project.
- Contact Jenna Wouters to schedule

The next engagement opportunity will be held in person. What time of day works best for you?



Wrap up: Project Schedule



Thank You!

WSP

Jenna Wouters - Jenna.Wouters@wsp.com

613-690-1101

Project Manager

Jade Garland - Jade.Garland@wsp.com

613-690-1169

Engagement Lead

Township of South Glengarry

Sherry-Lynn Servage - slservage@southglengarry.com

General Manager of Parks, Recreation and Culture

WSP held a public engagement session was held in person at the Char-Lan Recreation Centre for adjacent landowners and the general public on July 20th 2023. Pictures of the presentation boards are below for comparison. The follow are the results:

STAKEHOLDER ENGAGEMENT RESULTS

4

Option 1: FORMALIZE TRAIL AS A TOWNSHIP-WIDE TRAIL SYSTEM

DELINEATES TRAIL BOUNDARY WITH A VISUAL BUFFER & SIGNAGE ALONG EASTERN SEGMENT.

MAINTAINS THE ENTIRE 31KM OF TRAIL AS A RECREATIONAL AMENITY.

TOWNSHIP ACQUIRES ANY OUTSTANDING LAND PARCELS, MAKING THE PEANUT LINE TRAIL A 100% PUBLICLY AVAILABLE AMENITY.

TOWNSHIP FORMS PROPERTY AGREEMENTS WITH ADJACENT LANDOWNERS FOR AGRICULTURAL PURPOSES.

TOWNSHIP DEVELOPS A PHASED PROJECT PLAN & CAPITAL BUDGET TO ADD/ IMPROVE AMENITIES, PARKING, ANNUAL MAINTENANCE, TRAIL INFRASTRUCTURE.

PROS

+

- Creates a unified trail system for multiple users to enjoy and access year-round.
- Provides a compromised solution delineating public vs. private lands.
- Allows adjoining agricultural lands to access their lands on either side of the trail corridor.
- Opportunity to create partnership agreements with passionail trail user groups/ agencies to share resources & expertise.

CONS

-

- Trespassing is a private property concern, and no solution is 100% feasible.
- Purchasing all outstanding land parcels may prove difficult or length process resulting in delayed trail access, and a fragmented trail system.
- Peanut Line Trail would not be 100% public lands until purchasing is complete or shared-use agreements are formalized.
- Will require additional resources to implement agreements and enhance trail
- High cost to maintain all infrastructure

Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.

Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.

PEANUT LINE TRAIL | TOWNSHIP OF SOUTH GLENCAIRY

Page 248 of 342

PUBLIC ENGAGEMENT

GENERAL PUBLIC ENGAGEMENT RESULTS

4

Option 1: FORMALIZE TRAIL AS A TOWNSHIP-WIDE TRAIL SYSTEM



PROS

- Creates a unified trail system for multiple users to enjoy and access year-round.
- Provides a compromised solution delineating public vs. private lands.
- Allows adjoining agricultural lands to access their lands on either side of the trail corridor.
- Opportunity to create partnership agreements with passionate trail user groups/ agencies to share resources & expertise.

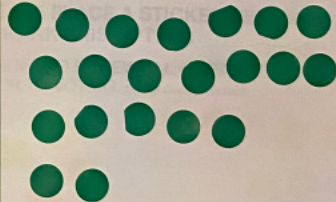
CONS

- Trespassing is a private property concern, and no solution is 100% feasible.
- Purchasing all outstanding land parcels may prove difficult or length process resulting in delayed trail access, and a fragmented trail system.
- Peanut Line Trail would not be 100% public lands until purchasing is complete or shared-use agreements are formalized.
- Will require additional resources to implement agreements and enhance trail
- High cost to maintain all infrastructure

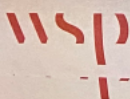
Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.



Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.

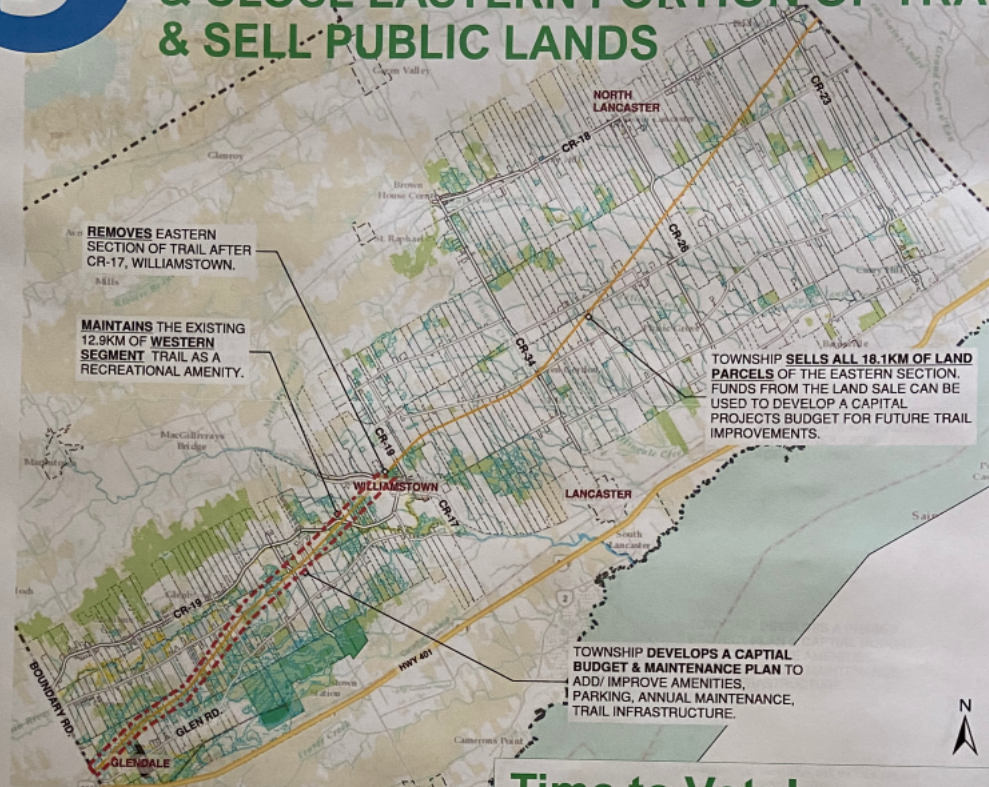


PEANUT LINE TRAIL
OPTIONS ANALYSIS
OPTIONS ANALYSIS



STAKEHOLDER ENGAGEMENT RESULTS

5 Option 2: KEEP WESTERN PORTION & CLOSE EASTERN PORTION OF TRAIL & SELL PUBLIC LANDS



PROS

- Decreases the extent of trail maintenance and infrastructure costs for the Township (limited funds & staffing).
- Decreases the safety & liability concerns of the eastern portion of the trail on the Township.
- Allows the Township to continue to enhance the trail, incorporate events, programming, and promotion including a branding strategy in a quicker timeframe.
- Township funding can be used for infrastructure and amenity improvements ("more bang for the buck").
- Decreases the cost to maintain infrastructure (13km vs. 31km).

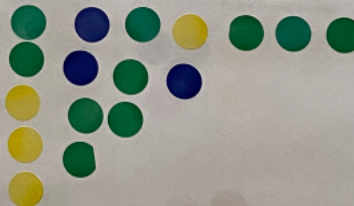
CONS

- Consensus with the public is to retain the entire trail corridor.
- Once the eastern land parcels are sold, it will be extremely difficult for the Township to repurchase at a later date, if ever. No true control over who the purchaser may be (trail organization vs. private person(s)).
- Potential loss to residents and visitors for having access to overall of the existing trail system.

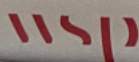
Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.



Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.



PEANUT LINE TRAIL
OPTIONS ANALYSIS

SOUTH
GLENGARRY

GENERAL PUBLIC ENGAGEMENT RESULTS

5

Option 2: KEEP WESTERN PORTION & CLOSE EASTERN PORTION OF TRAIL & SELL PUBLIC LANDS

REMOVES EASTERN SECTION OF TRAIL AFTER CR-17, WILLIAMSTOWN.

MAINTAINS THE EXISTING 12.9KM OF WESTERN SEGMENT TRAIL AS A RECREATIONAL AMENITY.

TOWNSHIP SELLS ALL 18.1KM OF LAND PARCELS OF THE EASTERN SECTION. FUNDS FROM THE LAND SALE CAN BE USED TO DEVELOP A CAPITAL PROJECTS BUDGET FOR FUTURE TRAIL IMPROVEMENTS.

TOWNSHIP DEVELOPS A CAPITAL BUDGET & MAINTENANCE PLAN TO ADD/IMPROVE AMENITIES, PARKING, ANNUAL MAINTENANCE, TRAIL INFRASTRUCTURE.

PROS

- Decreases the extent of trail maintenance and infrastructure costs for the Township (limited funds & staffing).
- Decreases the safety & liability concerns of the eastern portion of the trail on the Township.
- Allows the Township to continue to enhance the trail, incorporate events, programming, and promotion including a branding strategy in a quicker timeframe.
- Township funding can be used for infrastructure and amenity improvements ("more bang for the buck").
- Decreases the cost to maintain infrastructure (13km vs. 31km).

CONS

- Consensus with the public is to retain the entire trail corridor.
- Once the eastern land parcels are sold, it will be extremely difficult for the Township to repurchase at a later date, if ever. No true control over who the purchaser may be (trail organization vs. private person(s)).
- Potential loss to residents and visitors for having access to overall of the existing trail system.

+

Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.

Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.

**PEANUT LINE TRAIL
OPTIONS ANALYSIS
OPTIONS ANALYSIS**

STAKEHOLDER ENGAGEMENT RESULTS

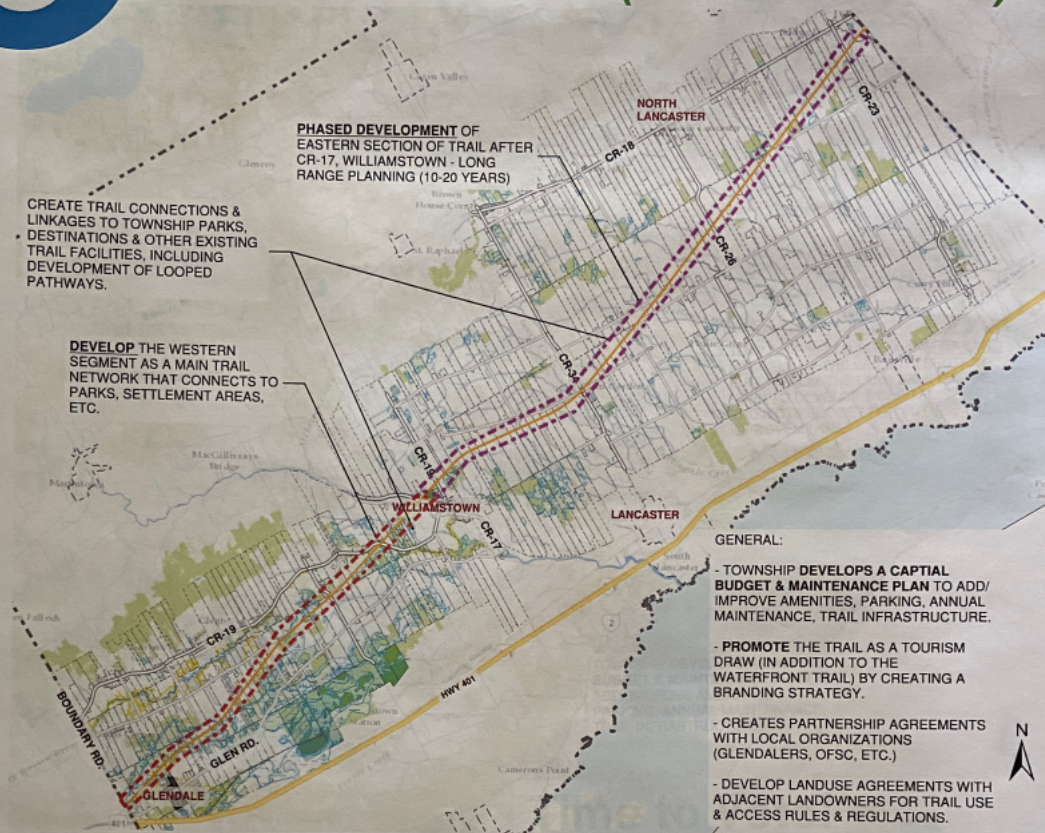
6

Option 3: HYBRIDIZE TRAIL & LAND USAGE APPROACH (10-20 YR. PLAN)

CREATE TRAIL CONNECTIONS & LINKAGES TO TOWNSHIP PARKS, DESTINATIONS & OTHER EXISTING TRAIL FACILITIES, INCLUDING DEVELOPMENT OF LOOPED PATHWAYS.

DEVELOP THE WESTERN SEGMENT AS A MAIN TRAIL NETWORK THAT CONNECTS TO PARKS, SETTLEMENT AREAS, ETC.

PHASED DEVELOPMENT OF EASTERN SECTION OF TRAIL AFTER CR-17, WILLIAMSTOWN - LONG RANGE PLANNING (10-20 YEARS)



GENERAL:

- TOWNSHIP DEVELOPS A CAPITAL BUDGET & MAINTENANCE PLAN TO ADD/IMPROVE AMENITIES, PARKING, ANNUAL MAINTENANCE, TRAIL INFRASTRUCTURE.
- PROMOTE THE TRAIL AS A TOURISM DRAW (IN ADDITION TO THE WATERFRONT TRAIL) BY CREATING A BRANDING STRATEGY.
- CREATES PARTNERSHIP AGREEMENTS WITH LOCAL ORGANIZATIONS (GLENDALE, OFSC, ETC.)
- DEVELOP LANDUSE AGREEMENTS WITH ADJACENT LANDOWNERS FOR TRAIL USE & ACCESS RULES & REGULATIONS.

PROS

- Incorporates both option 1 and 2.
- Allows time to develop a trails management plan and funding projections for a phased capital project implementation plan.
- Allows time for the Township to pursue purchasing outstanding private lands within the trail corridor.
- Cements this trail corridor as a publicly accessible recreational amenity and tourism destination.
- Supports and incorporates public engagement feedback and findings.
- Encourages a multi-party partnership approach through leveraging volunteers, resources and expertise of local municipalities, conservation authorities, etc.
- Creates opportunity for a long-term land use lease with adjacent landowners.



CONS

- This is a long-term, multi-year process with multiple phases.
- Will require additional studies to be conducted and additional funding.
- Will require additional resources to implement agreements and enhance trail infrastructure & amenities.
- High cost to maintain all infrastructure, even with partnership agreements, Township is still ultimately responsible for the trail conditions.



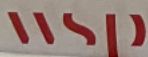
Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

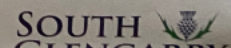
BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.



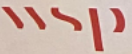
Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.




PEANUT LINE TRAIL
OPTIONS ANALYSIS



GENERAL PUBLIC ENGAGEMENT RESULTS

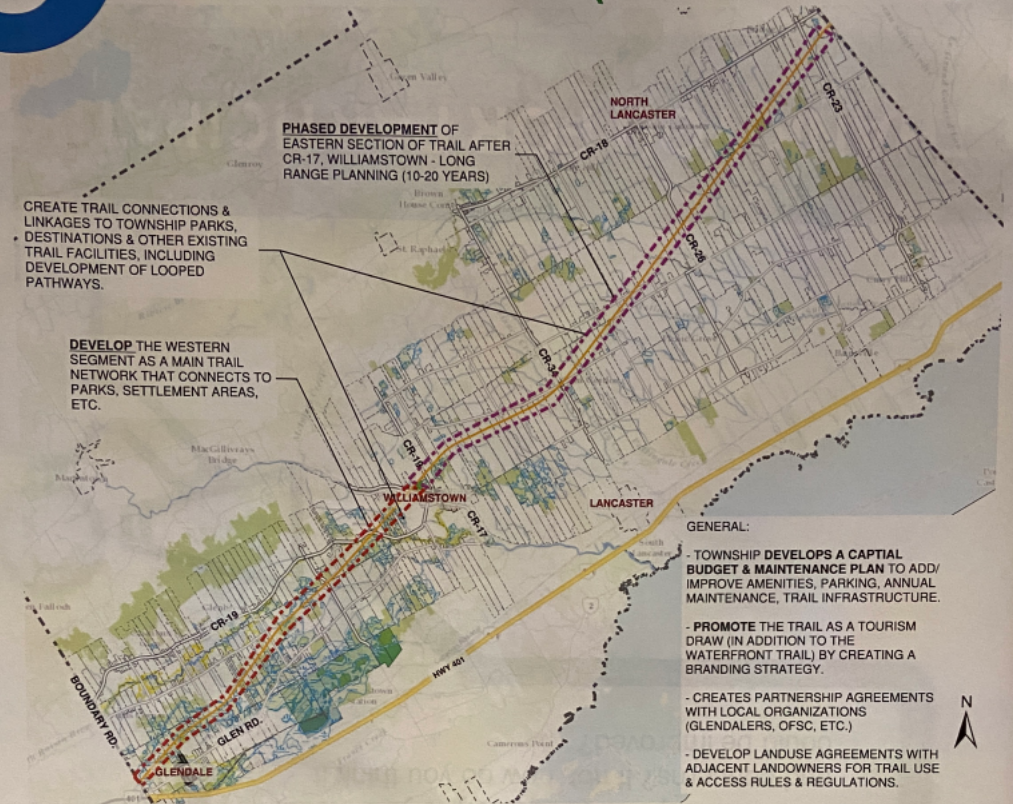


PEANUT LINE TRAIL OPTIONS ANALYSIS



6

Option 3: HYBRIDIZE TRAIL & LAND USAGE APPROACH (10-20 YR. PLAN)



**PHASED DEVELOPMENT OF
EASTERN SECTION OF TRAIL AFTER
CR-17, WILLIAMSTOWN - LONG
RANGE PLANNING (10-20 YEARS)**

**CREATE TRAIL CONNECTIONS &
LINKAGES TO TOWNSHIP PARKS,
DESTINATIONS & OTHER EXISTING
TRAIL FACILITIES, INCLUDING
DEVELOPMENT OF LOOPED
PATHWAYS.**

**DEVELOP THE WESTERN
SEGMENT AS A MAIN TRAIL
NETWORK THAT CONNECTS TO
PARKS, SETTLEMENT AREAS,
ETC.**

GENERAL:

- TOWNSHIP DEVELOPS A CAPITAL
BUDGET & MAINTENANCE PLAN TO ADD/
IMPROVE AMENITIES, PARKING, ANNUAL
MAINTENANCE, TRAIL INFRASTRUCTURE.
- PROMOTE THE TRAIL AS A TOURISM
DRAW (IN ADDITION TO THE
WATERFRONT TRAIL) BY CREATING A
BRANDING STRATEGY.
- CREATES PARTNERSHIP AGREEMENTS
WITH LOCAL ORGANIZATIONS
(GLENDALE, OFSC, ETC.)
- DEVELOP LANDUSE AGREEMENTS WITH
ADJACENT LANDOWNERS FOR TRAIL USE
& ACCESS RULES & REGULATIONS.

PROS

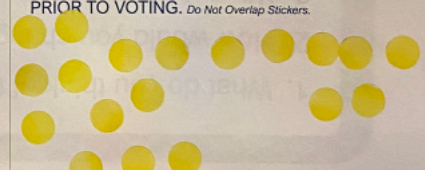
- Incorporates both option 1 and 2.
- Allows time to develop a trails management plan and funding projections for a phased capital project implementation plan.
- Allows time for the Township to pursue purchasing outstanding private lands within the trail corridor.
- Cements this trail corridor as a publicly accessible recreational amenity and tourism destination.
- Supports and incorporates public engagement feedback and findings.
- Encourages a multi-party partnership approach through leveraging volunteers, resources and expertise of local municipalities, conservation authorities, etc.
- Creates opportunity for a long-term land use lease with adjacent landowners.

+

Time to Vote!

PLEASE PLACE A STICKER BELOW
TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST
PRIOR TO VOTING. Do Not Overlap Stickers.



Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.

CONS

- This is a long-term, multi-year process with multiple phases.
- Will require additional studies to be conducted and additional funding.
- Will require additional resources to implement agreements and enhance trail infrastructure & amenities.
- High cost to maintain all infrastructure, even with partnership agreements, Township is still ultimately responsible for the trail conditions.

-

STAKEHOLDER ENGAGEMENT RESULTS

7

Option 4: SELL ENTIRE TRAIL CORRIDOR.



PROS

- Provides opportunity for a trail user group (passional stewards, community organization (such as the Glendaler's or OFSC), or agency to take over ownership, operation and maintenance of the trail.
- Relocates Township's resources (financial, staffing, etc.) to other strategic efforts/ departments with limited staffing and funds.
- Trail interests may be represented more adequately by a specialized agency compared to a public authority managing diverse departments.
- Private owner may have more resources for trail monitoring and improvements.

CONS

- Once lands are sold, it will be difficult for the Township to acquire such an amenity in the future.
- The Township could remain as a partner with the new buyer however final decisions on the future of the trail rests with the new owner.
- Public feedback to date prefers keeping the trail lands as a public resource.
- If private owner decides to close or shorten the trail in the future, the public will have limited recourse for voicing their opinions or concerns.

Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. Do Not Overlap Stickers.



Red, Yellow, Blue, or Green Stickers
Green = Top Choice, Yellow = 2nd choice,
Blue = Least Preferred, Red = Not Preferred.



PEANUT LINE TRAIL
OPTIONS ANALYSIS

SOUTH
GLENGARRY

GENERAL PUBLIC ENGAGEMENT RESULTS

7

Option 4: SELL ENTIRE TRAIL CORRIDOR.

PROS

- Provides opportunity for a trail user group (passional stewards, community organization (such as the Glendaler's or OFSC), or agency to take over ownership, operation and maintenance of the trail.
- Relocates Township's resources (financial, staffing, etc.) to other strategic efforts/ departments with limited staffing and funds.
- Trail interests may be represented more adequately by a specialized agency compared to a public authority managing diverse departments.
- Private owner may have more resources for trail monitoring and improvements.

CONS

- Once lands are sold, it will be difficult for the Township to acquire such an amenity in the future.
- The Township could remain as a partner with the new buyer however final decisions on the future of the trail rests with the new owner.
- Public feedback to date prefers keeping the trail lands as a public resource.
- If private owner decides to close or shorten the trail in the future, the public will have limited recourse for voicing their opinions or concerns.

Time to Vote!

PLEASE PLACE A STICKER BELOW TO RANK THIS OPTION.

BE SURE TO REVIEW ALL 4 OPTIONS FIRST PRIOR TO VOTING. *Do Not Overlap Stickers.*

Red, Yellow, Blue, or Green Stickers

Green = Top Choice, Yellow = 2nd choice, Blue = Least Preferred, Red = Not Preferred.

**PEANUT LINE TRAIL
OPTIONS ANALYSIS**

**SOUTH
GLEGARRY**

STAKEHOLDER ENGAGEMENT RESULTS

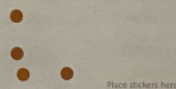
8

VISUAL BUFFERS

Examples of visual buffer types as potential solutions to assist in:

- o Formalizing the trail boundary in areas where the existing railway bed vegetation has been removed or thinned, and
- o Delineate a visual barrier for where the trail boundaries are.

Fence



Please place a sticker in the box next to the example image you would like to see incorporated into the trail design guidelines.

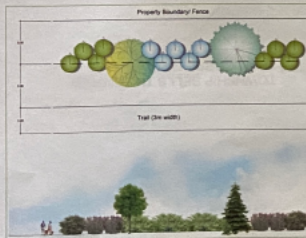
Amour stone



Place stickers here



Vegetation Buffer Enhancement Planting:

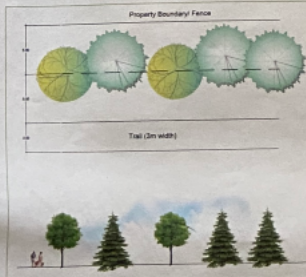


A mix between deciduous and evergreen tree species and understory shrubs.

The intent is to create a tall and dense 'forest like' visual barrier and to prevent users from straying off trail.

The robust buffer enhancement planting is designed for:

- Desire for maximum privacy
- Where sightlines are not a priority (minimal CPTED needs)
- Areas where an enhanced level of privacy is desired.
- To create a barrier between the trail and residential properties.



A mix between deciduous and evergreen tree species (tall buffers 2 stories + in height) to provide a dappled view of the trail and surrounding landscape.

The light buffer enhancement planting is designed for:

- Where space is limited or where a light buffer is desired.
- Desire to maintaining the views of the valley
- Desire to maintain stronger sightlines (support CPTED)

Place stickers here

WSP

PEANUT LINE TRAIL
OPTIONS ANALYSIS

SOUTH
GLEN GARRY

8

VISUAL BUFFERS

- Examples of visual buffer types as potential solutions to assist in:
- Formalizing the trail boundary in areas where the existing railway bed vegetation has been removed or thinned, and
 - Delineate a visual barrier for where the trail boundaries are.

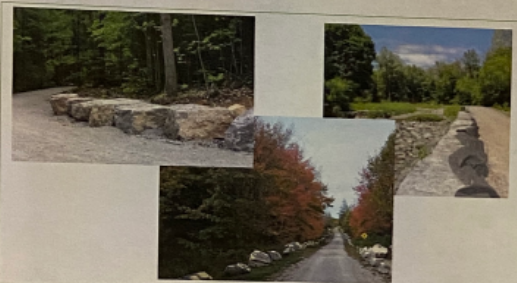
Fence



Place stickers here

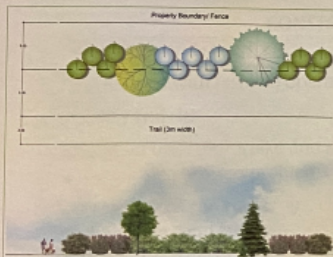
Please place a sticker in the box next to the example image you would like to see incorporated into the trail design guidelines.

Amour stone



Place stickers here

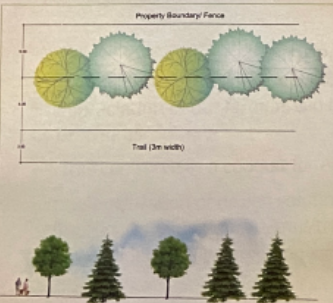
Vegetation Buffer Enhancement Planting:



A mix between deciduous and evergreen tree species and understory shrubs.
The intent is to create a tall and dense 'forest like' visual barrier and to prevent users from straying off trail.

- The robust buffer enhancement planting is designed for:
- Desire for maximum privacy
 - Where sightlines are not a priority (minimal CPTED needs)
 - Areas where an enhanced level of privacy is desired.
 - To create a barrier between the trail and residential properties.

Place stickers here

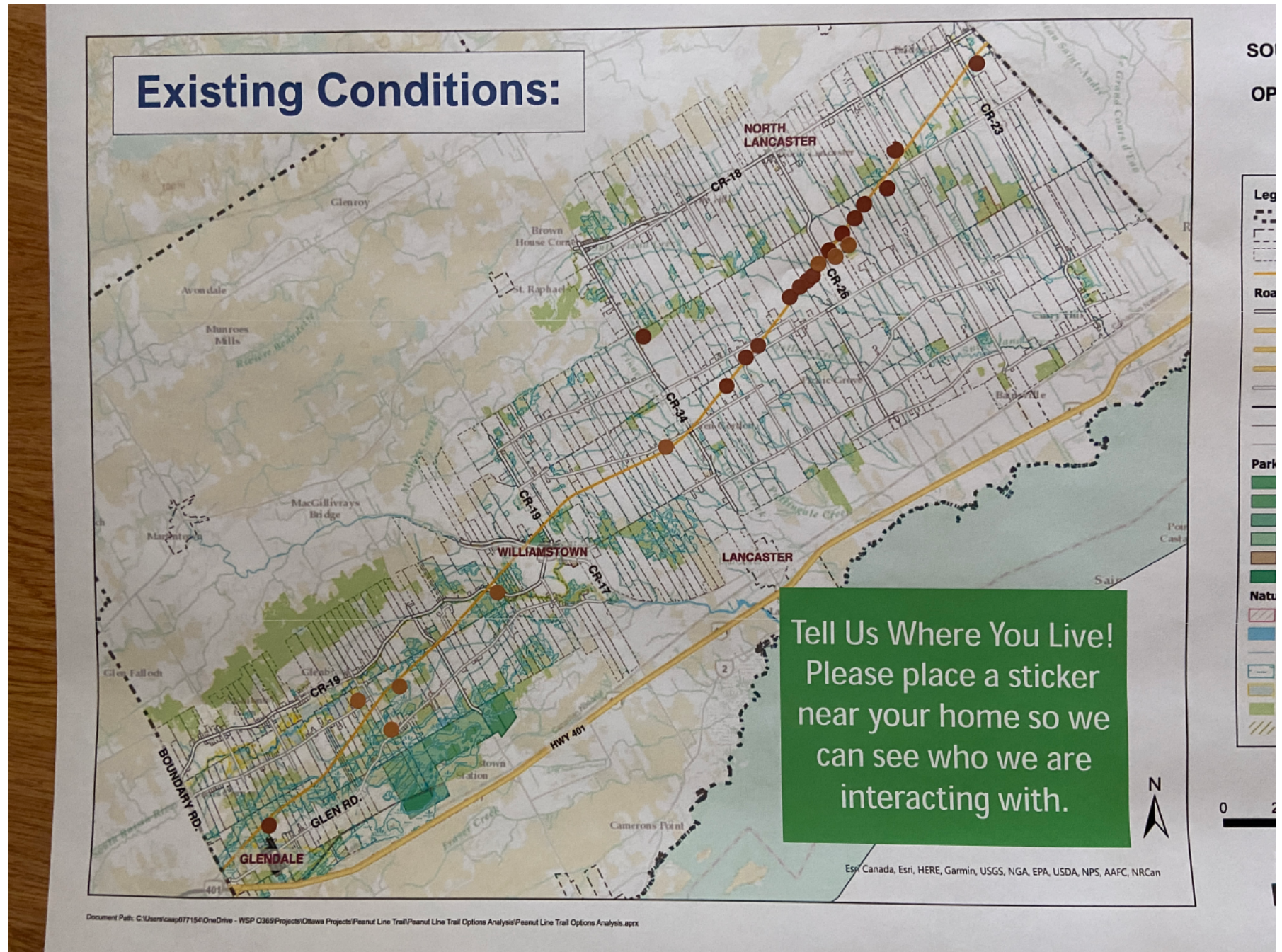


A mix between deciduous and evergreen tree species (tall buffers 2 stories + in height) to provide a dappled view of the trail and surrounding landscape.

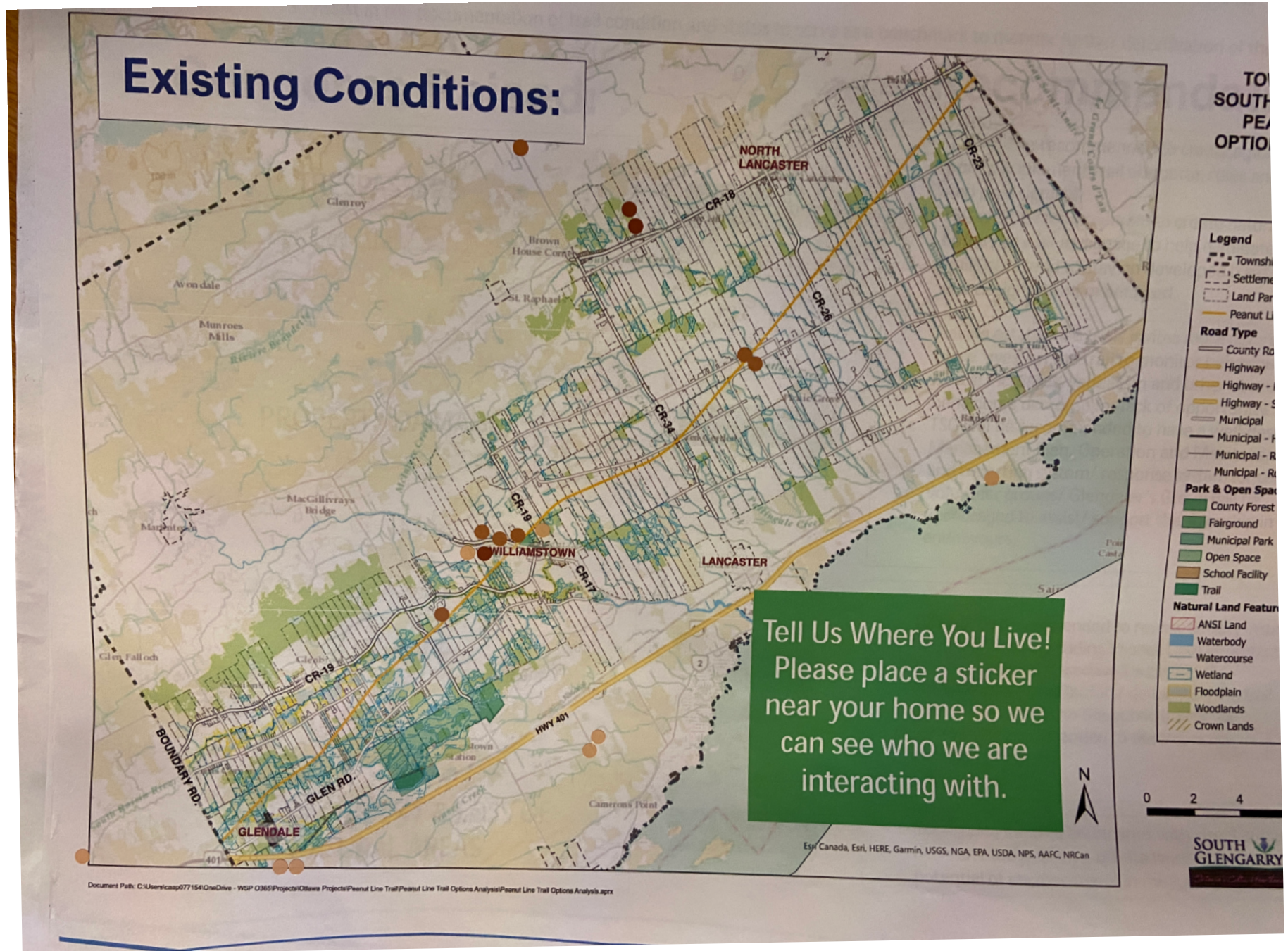
- The light buffer enhancement planting is designed for:
- Where space is limited or where a light buffer is desired.
 - Desire to maintaining the viewshed of the valley
 - Desire to maintain stronger sightlines (support CPTED)

Place stickers here

STAKEHOLDER ENGAGEMENT RESULTS



GENERAL PUBLIC ENGAGEMENT RESULTS





C

Concept Plan ROW 2009

APPENDIX C

Township of South Glengarry – Railway ROW Acquisition

2009 Concept Plan 1 Report (CM-09-029)

5.0 CONCLUSIONS, RECOMMENDATIONS, NEXT STEPS

Planning

1. The planning and policy context completely supports the acquisition of the abandoned ROW for the purposes of public and private recreation. There are some conflicting uses and conflicting opinions regarding the ROW, but these can be negotiated amongst the affected stakeholders and adjacent property owners.
2. The compiled R-Plans have been attached to this report in electronic format. It is recommended that this information be forwarded to the County GIS manager to begin incorporating it into the parcel fabric of the County GIS system.
3. The Municipalite Regionale de Comte (MRC) de Vaudreuil-Soulanges should be invited to participate in the consultation process. It is critical to understand the interface of the eastern extension of the trail.
4. Similarly, the City of Cornwall should be invited to participate in the consultation process to determine if there are any opportunities that can be shared for the western edge of the trail.

Environmental

5. There are few potential environmental issues associated with the use of the Peanut Line for recreational purposes. The lack of associated industrial development and the relatively light use of the former track bed have limited the liabilities' associated with the ROW.
6. Some testing of the trackbed materials for heavy metals and PAHs may be warranted.

Engineering

7. To properly assess the 3 bridges and 3 large culverts it is recommended that a visual inspection in accordance with the Ontario Inspection Structure Manual be undertaken for each. This will identify further detailed analysis needed for each.
8. The trackbed has been removed in a number of locations – there are cost implications to reinstate it (if the desire is to have a fully maintained trail system).
9. More detailed cost analysis will be required to determine the Capital and Operating Maintenance costs once a decision is made to purchase the ROW (or not) and what type of trails system is desired.

APPENDIX C

A Concept 1 Plan was identified in the approved Communications Plan as essentially a status report on the condition of the Peanut Line. This brief analysis has revealed that there are no environmental impediments to the use of the ROW for recreational or other intended uses. Further, the County, Regional and Township planning and recreational documents all support the public ownership and use of the property for recreational purposes. The former trackbed itself is somewhat fragmented, but the ROW is a continuous parcel of land that will not be available again if sold to private interests.

There will be considerable discussion regarding the use and maintenance of the ROW, but it is likely that the concerns desires of all stakeholders can be accommodated to some extent.

The next steps involve the preparation of mapping and the consultation of the stakeholders. Once a decision has been made to purchase/not purchase the ROW more detailed cost analysis of the options can be undertaken.

Township of South Glengarry – Railway ROW Acquisition

2009 Concept Plan 2 Report (CM-09-029)

5.0 CONCLUSIONS, RECOMMENDATIONS, NEXT STEPS

General Recommendations

1. That the township purchases the Peanut Line ROW.
2. That the township completes the recommended Phase 1 ESA for the ROW.
3. That the township works in conjunction with the County to develop a trails master plan as recommended by the township's Recreation Master Plan, and the OP.

Eastern Trail Recommendations

1. That the trail from School House Road west to the Quebec border (Eastern Trail) be classified for winter motorized use and that it be closed in non-winter months.
2. That the existing users of the trail, The Glendalers's ATV club be given the right of first refusal to lease the trails during the winter months.
3. That the local farming operations that have already removed the trackbed and/or vegetation be issued licenses of occupation or be offered to lease the property within the ROW for non-winter use for access purposes or as cropland. The township should review future requests to improve drainage and other encroachments on a case-by-case basis but should generally discourage any further fragmentation of the ROW or removal of the tree line.

APPENDIX C

4. That the Glendaler's ATV club be requested to assist in the documentation of the condition and status of the trail to serve as a benchmark to monitor further destruction of the former track bed.

Western Trail Recommendations

1. That the Western Trail, from School House Rd. west to the Cornwall municipal boundary be classified for winter motorized use and multi-purpose non-motorized use in non-winter months.
2. That the existing users of the trail, The Glendalers's ATV club be given the right of first refusal to lease the trails during the winter months.
3. That the local farming operations that have already removed the trackbed and/or vegetation be issued licenses of occupation or be offered to lease the property within the ROW for non-winter use for access purposes or as cropland. The township should review future requests to improve drainage and other encroachments on a case-by-case basis but should generally discourage any further fragmentation of the ROW.
4. That the roads and connections to the Waterfront Trail be examined in relation to the timing of the township and County capital improvement programmes and that bicycle lanes and stabilized shoulders be provided as available funds are identified.

A Concept 1 Plan was identified in the approved Communications Plan as essentially a status report on the condition of the Peanut Line. The Concept 2 plan required a more in-depth analysis of policy documents and more detailed engineering inspections of the existing structures. The County, Regional and Township planning and recreational documents all support the public ownership and use of the property for recreational purposes. CN, the vendor of the property has also recognized the importance of this ROW being in public ownership and has resisted the sale of the property to private interests – even at a substantial premium. The former trackbed itself is somewhat fragmented, but the ROW is a continuous parcel of land that will not be available again if sold to private interests. There will be considerable discussion regarding the use and maintenance of the ROW, but it is likely that the concerns desires of all stakeholders can be accommodated to some extent.

If the township decides to purchase then it is recommended that the township partner with all stakeholders including the County, Raisin River Conservation Authority, the public and the users of the trail (like the Glendaler's) to develop a trails master plan. Short-term, medium-term and longer-term goals should be identified and coordinated with the township's capital improvement programme.



D | TRAIL & ROAD CROSSING DESIGN GUIDELINES & PRIORITIES

APPENDIX D

TRAIL DESIGN GUIDELINES

Trail Accessibility (AODA)

The Ontario Government is committed to building a more accessible province. The goal of the Accessibility for Ontarians with Disabilities Act (AODA, 2005) is 'to make Ontario accessible for people with disabilities by 2025'.

As part of the AODA, a set of Accessibility Standards for the Design of Public Spaces are developed to inform pathway and trail design. The intent is that these standards will help remove barriers in outdoor spaces for people with disabilities. The standards are to be applied for new construction and / or extensive renovation of trails and exterior paths of travel. They do not apply to on-road cycling facilities. Ontario Regulation 413/12 groups outdoor pedestrian routes into one of the three categories:

1. **Paths of Exterior Travel;** which includes sidewalks and exterior walkways that connect directly to buildings and facilities. Examples include walkways that connect parking lots to buildings, main walkways in parks that connect to park pavilions, playgrounds and washroom buildings etc.
2. **Beach Access Routes;** which are defined as the main connecting walkway(s) and beaches intended for public use.
3. **Recreational Trails;** which encompass a range of facility types ranging from hard surfaces multi-use trails in major urban parks to natural surface walking trails in more remote areas.

Sections 80.8 and 80.10 in O.Reg. 413/12 provide the technical requirements for Recreational Trails. Some of the key requirements include:

- ✓ A minimum 1.0m wide tread free from obstructions;
- ✓ A minimum of 2.1m clear head room above trail;
- ✓ Trail surfaces that are firm and stable;
- ✓ Any openings in a trail's surface must not allow passage of an object that has a diameter of greater than 20mm, and elongated openings must be oriented perpendicular to the direction of travel;
- ✓ Where trails are constructed adjacent to water or a drop-off the trail must have edge protection that prevents users from slipping over the edge. The top of the edge protection must be at least 50mm above trail surface and it must be designed to not impede the drainage of the trail surface. Edge protection adjacent to water or a drop-off is not required where there is a protective barrier/railing that runs along the edge of the trail;
- ✓ Where there are gates/barriers at trail entrances they must have an opening of between 850mm and 1000mm;

APPENDIX D

- ✓ Trailhead signage must be provided that indicated the length of the trail; type of surface; average and minimum trail width; average maximum running/longitudinal and cross slope; and the location of amenities (where provided). Signage must have text that has a high tonal contrast with background colours to facilitate visual recognition, and text must use a sans serif font; and
- ✓ Factual information on trailhead signs and brochures (e.g., slope, width etc.), as opposed to than subjective information (e.g., level of difficulty rating) about the trail's characteristics allows the user to make an informed decision whether or not to use the trail before they set out, based on their personal level of ability.

Safety and Security

Trails should be designed to allow users to feel comfortable, safe, and secure. Although personal safety can be an issue for all, women, the elderly, and children, are among the most vulnerable groups. Principles of Crime Prevention Through Environmental Design (CPTED) should be considered and applied to help address security issues concerning trail use, particularly in locations where trails are infrequently used, isolated, or in areas where security problems have occurred in the past.

The four (4) main underlying principles of CPTED are:

1. **Natural Access Control:** Deter access to a target and create a perception of risk to the offender.
2. **Natural Surveillance:** Place physical features and/or activities to provide natural visibility or observations.
3. **Territorial Reinforcement:** Define clear borders of controlled space from public to semi-private to private so that users of an area develop a sense of proprietorship.
4. **Maintenance:** Allow for the continued use of space for its intended purpose.

Specifically related to trails, the following CPTED-related design criteria include:

- ✓ Good visibility by having routes pass through well-used public spaces;
- ✓ Good Signage that tells users where they are along the trail system in order to obtain help;
- ✓ Provide “escape” routes from isolated areas at regular intervals;
- ✓ Maintain sight lines and sight distances that are appropriately open to allow good visibility by users;
- ✓ Provide trailhead parking in highly visible areas;
- ✓ Minimize routing close to features that create hiding places such as stairwells and dense shrubs;
- ✓ Design underpasses and bridges so that users can see to the end and beyond, and;

APPENDIX D

- ✓ Use signs near entrances to identify and suggest alternative routes.

Trail Amenities

Trail Signage

The use of trails requires clear information on how to use the trail infrastructure, where to go and how to interact with other users. When designing a trail system, every effort should be made to provide users with sufficient information to feel safe and comfortable. This can be achieved through the design and implementation of trail signage. The design and construction of the network should incorporate a “family” of signs each with a different purpose and message. The wayfinding system goes beyond the physical expression of signs in the landscape; it is a comprehensive system built around a brand that is a key part of the customer experience. A strong brand is visually appealing, bold, immediately recognizable and enduring. A unified system becomes immediately recognizable by users and can become a branding element. Consistent with this approach is the correct use of signage, which in-turn reinforces the trail’s identity.

Gates and Barrier Systems

Access barriers are intended to allow free flowing passage by permitted users, and to prohibit access by others. Barriers typically require some mechanism to allow access by service and emergency vehicles. Depending on site conditions, it may also be necessary to provide additional treatments between the ends of the access barrier and limit of the trail right of way to prevent bypassing of the barrier altogether. The City of Ottawa Accessibility Design Standards, Design of Recreational Trails Section, (6.15.1) states that the entrance to a Recreational Trail must provide a clear opening of between 850 mm and 1000 mm whether the entrance includes a bollard, gate or some other form of entrance design.

Bollards

A bollard is the most simple and cost-effective barrier, and can range from permanent, direct buried wood or metal posts to more intricately designed cast metal units that are removable by maintenance staff. Commonly, an odd number of bollards (usually one or three) are placed in the multi-use pathway bed to create an even number of ‘lanes’ for users to follow as they pass through the barrier.

Swing Gates

A single swing gate combines the ease of opening for service vehicle access, with the ease of passage of the bollard. Gates also provide a surface/support for mounting signage. The swing gate should provide a permanent opening to allow permitted users to flow freely through the barrier. The width of the permanent opening must be carefully considered so that it will allow free passage by wheelchairs, wide strollers, bicycle trailers and electric scooters, yet not allow passage by unauthorized vehicles such as all-terrain vehicles.

APPENDIX D

An offset gate is similar to the single swing gate, except that barriers are paired and offset from one another. Although they can be effective in limiting access unauthorized users and can be easily opened by operations staff, some groups including cyclists, especially cyclists pulling trailers and wheelchair users, can have difficulty negotiating the offset swing gate if the spacing between the gates is not adequate. Offset gates are not recommended. In urban areas the single swing gate or bollard is quite effective for most applications. For large parks, park service access/pathway routes, more rural settings and locations where unauthorized access is an ongoing problem, a more robust single swing gate should be considered.

Seating

Seating provides the opportunity to pause along the active transportation network at points of interest or just to rest. Young children, older adults and those with disabilities will need to rest more frequently than others. Benches are the most common form of seating, but walls of appropriate height and width, large flat boulders, and sawn logs are some alternatives depending on the network setting. Where seating/rest areas are planned, the design should consider a 1m wide level area with a curb or other appropriate wheel stop for mobility-assisted devices. Staging areas, trail nodes and heavily used active transportation network typically require a higher density of seating opportunities. For heavily used networks it is reasonable to provide some form of seating at approximately 500 m intervals.

Waste Receptacles

Waste and recycling receptacles are an absolute necessity throughout the active transportation network. Generally, they should be located at regular intervals and in locations where they can be easily serviced. Mid-block crossing points, staging areas, trail nodes and in association with other site amenities such as benches and interpretive signs are ideal locations. They must be monitored and emptied on a regular basis to prevent unsightly overflow. Several municipalities and cities are reporting good success with below ground trash receptacles in heavily used areas. These have a larger capacity, are “out of sight” and may result in fewer odors as trash is stored at cooler temperatures.

APPENDIX D




AGRICULTURAL DESIGN GUIDELINES

As trails are developed throughout the Township, it is important that they are designed to be compatible with farming operations as South Glengarry is a farming community. Various tools and design guidelines can be used to effectively address most situations.

Signage and Education

Incorporating signage that announces the Peanut Line Trail as being part of a farming community and acknowledging that it is a shared trail between trail user groups and the agricultural community will notify trail users to be aware.

Examples of typical signage content can include:

 <p>This sign outlines clear rules and expectations of trail users.</p>	 <p>This signage would be located at all trail access points clearly outlining the permitted trail users (including farmers).</p>	 <p>Similar signage as above notifies all users approaching an agricultural crossing to be aware of and on the look out for vehicles crossing/ using the trail. This can help mitigate potentially dangerous collisions between users.</p>
---	---	---

Source: [Exploring Trails through Agricultural Areas](#)

An example brochure, which could also be included on trail head signage and the Township website for "Exploring Trails through Agricultural Areas" by the BC Ministry of Agriculture is a great example of educating trail users on this unique trail experience. Information provided includes:

APPENDIX D

- Rules of the Trail
- Sharing the Countryside – How can trails and farmers coexist?
 - Short explanation of how farms are active worksites and what that means.
 - Recreation trails through agricultural areas are a unique feature.

Land Use Planning

The BC Provincial Agricultural Land Commission provides a variety of land use planning document resources, including trails in farm and ranch areas, a guide to using and developing trails in farm and ranch areas, landscape buffer specifications, and a guide to edge planning. These are a great resource to reference. Source: <https://www.alc.gov.bc.ca/resources/land-use-planning/>

Visual Buffers

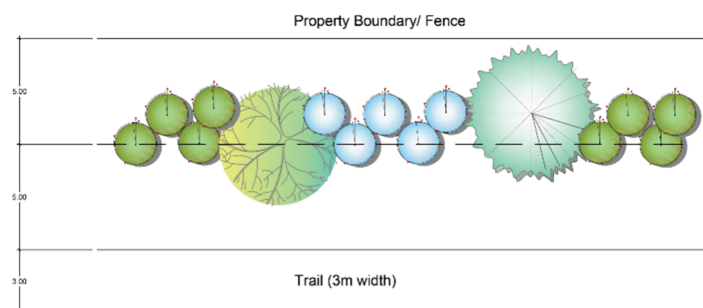
Visual Buffers can be used to delineate and formalize the trail boundary in areas where the existing railway bed vegetation has been removed or thinned, or where nearby adjacent properties are closely located to the trail.

Examples of buffer options include:

1. Vegetation Buffer Enhancement Planting (medium or robust):

Robust Planting: A mix between deciduous and evergreen tree species and understory shrubs. The intent is to create a tall and dense 'forest like' visual barrier and to prevent users from straying off trail. The robust buffer enhancement planting is designed for:

- Desire for maximum privacy
- Where sightlines are not a priority (minimal CPTED needs)
- Areas where an enhanced level of privacy is desired.
- To create a barrier between the trail and residential properties.

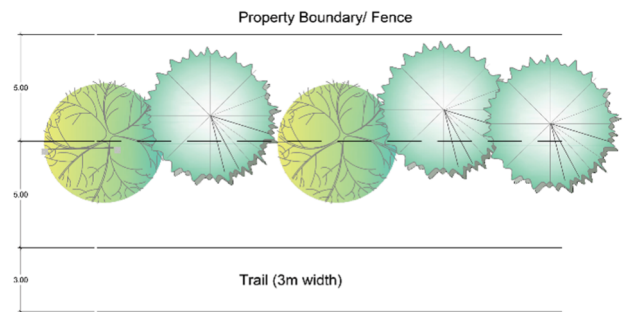


APPENDIX D

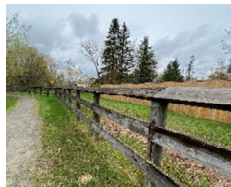
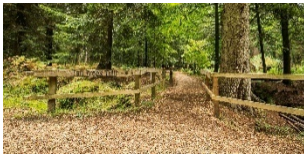
Medium Planting:

A mix between deciduous and evergreen tree species (tall buffers 2 stories + in height) to provide a dappled view of the trail and surrounding landscape. The light buffer enhancement planting is designed for:

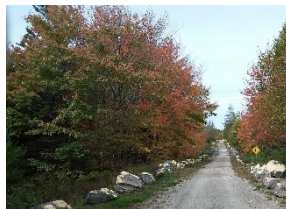
- Where space is limited or where a light buffer is desired.
- Desire to maintaining the viewshed of the agricultural landscape.
- Desire to maintain stronger sightlines (support CPTED)



2. Fencing buffer



3. Armour stone buffer & signage



APPENDIX D

ROAD CROSSING DESIGN GUIDELINES

OTM Book 15

Crosswalks

OTM Book 15 provides guidance for crosswalks and pedestrian crossovers. Crosswalks must be provided at all signal control and stopped controlled pedestrian crossings. Crosswalks are a minimum of 2.5 m wide and are typically 3 m to 4 m wide in urban areas. Standard crosswalk markings must include at minimum two white parallel lines that are 10 cm to 20 cm wide. Ladder crosswalk markings provide enhanced visibility of crosswalks and increase drivers' awareness of pedestrians. Typical ladder crosswalk markings are shown in Figure 1.

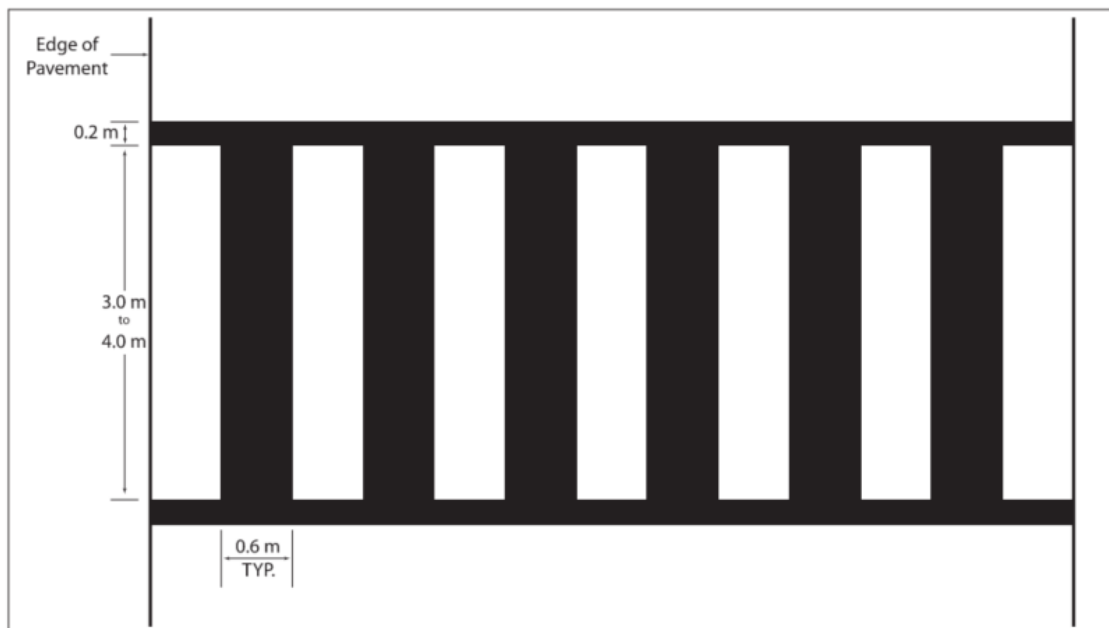


Figure 1: Typical Ladder Crosswalk Markings (Source: OTM Book 15)

Pedestrian Crossovers

A pedestrian crossover (PXO) is a controlled crossing that provide designated areas for pedestrian crossings where traffic signals are not provided. Four types of PXOs are provided in OTM Book 15 and the selection of PXO treatment systems is based on:

- Traffic volumes
- Roadway speed limit
- Number of vehicle lanes on the roadway
- Presence of raised pedestrian refuge islands or medians

APPENDIX D

As traffic volumes, speed limits, and the number of crossing lanes increase the type of PXO required has additional features to provide additional awareness for crossing pedestrians. Typical components of PXOs include signage, ladder crosswalk markings, and yield lines. Types of PXOs include flashing amber beacons or rectangular rapid flashing beacons. An example of a PXO is shown in Figure 2.

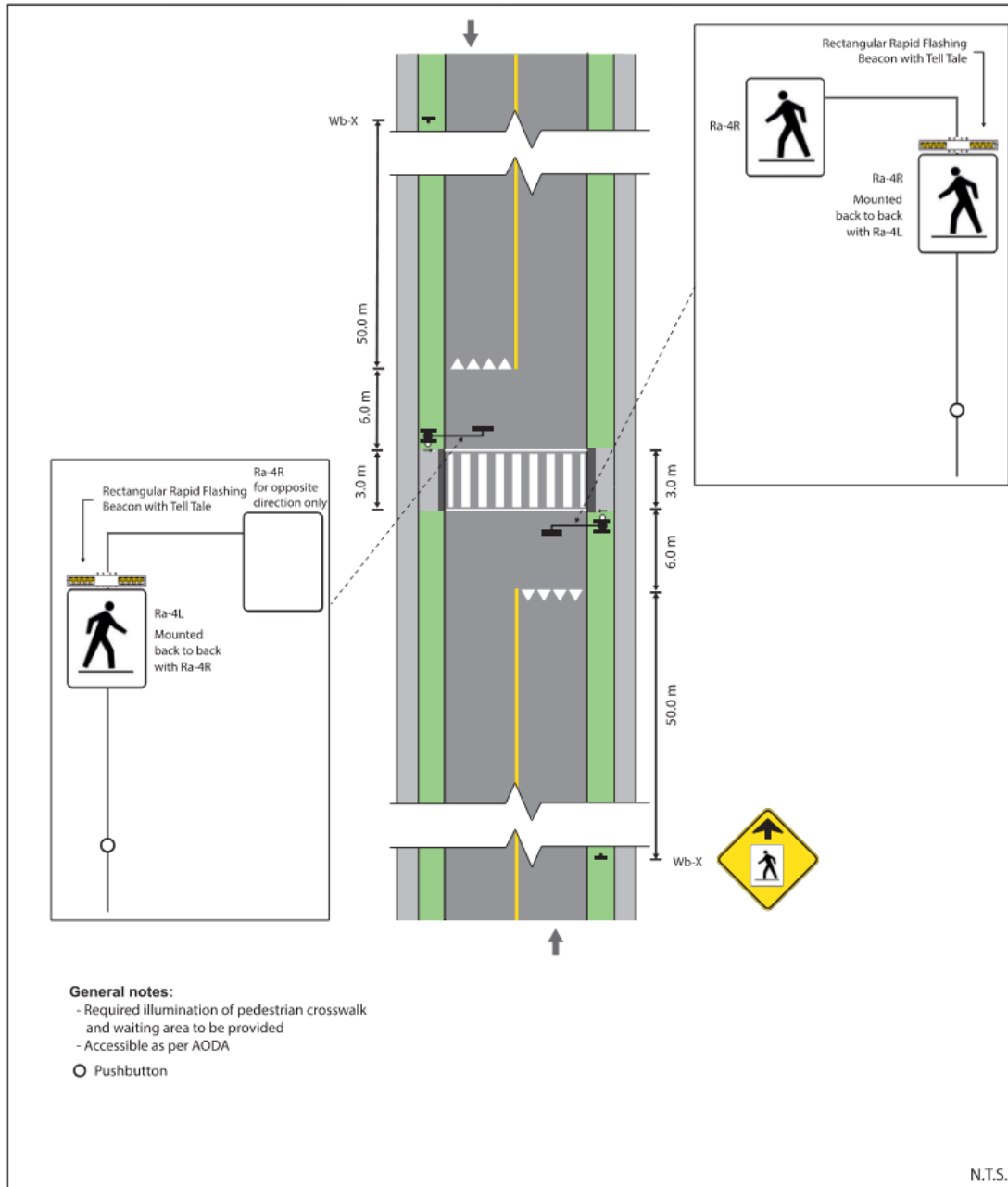


Figure 2: PXO Type B - Mid-block (Source: OTM Book 15)

APPENDIX D

OTM Book 18

The principal source of design guidance for cycling facilities in Ontario is Ontario Traffic Manual (OTM) Book 18 – Cycling Facilities. This document provides general guidance on facility types, selection, design considerations, intersection and crossing treatments, maintenance, and unique considerations such as cycling wayfinding. OTM Book 18 was most recently updated in October 2021.

Uncontrolled crossings are the basic form of treatment amongst the hierarchy of cycling crossing treatments. Criteria that should be considered in determining the implementation of an uncontrolled crossing such that a comfortable and convenient crossing environment can be provided are as follows:

- Crossing distance – one- and two-lane crossings provide favourable conditions for uncontrolled crossings.
- Motor vehicle speeds – in a rural context, uncontrolled crossings may be considered on roadways with a posted speed limit up to 80 km/h.
- Traffic volumes – uncontrolled crossings are not recommended at locations where traffic volumes exceed an Average Daily Traffic (ADT) of 9,000.
- Illumination – the crossing location should be well-illuminated and additional guidance is provided in Section 6.2.6 of OTM Book 15 – Pedestrian Crossing Treatments and the Transportation Association of Canada (TAC) *Guide for the Design of Roadway Lighting* (2006).
- Sight Distance – sight distance requirements are based on the AASHTO sight distance model for a yield-controlled intersection as described in the TAC Geometric Design Guide for Canadian Roads.

The approach sight triangle, as shown in Figure 18, is composed of the sight distance along the cycling facility (variable a) and the sight distance along the roadway (variable b). For an uncontrolled cycling crossing, the minimum sight distance along the cycling facility is dependent on the approach speed of cyclists, whereas the minimum sight distance along the roadway is dependent on the approach speed of motor vehicles and the crossing width (i.e., number of lanes). Additional design treatments (ex. raised crossing, median refuge, etc.) to reduce operating speeds and minimize the crossing width can be used if the recommended sight distance along the cycling and roadway approaches cannot be provided.

An example of an uncontrolled crossing at a mid-block is shown in Figure 3:

APPENDIX D

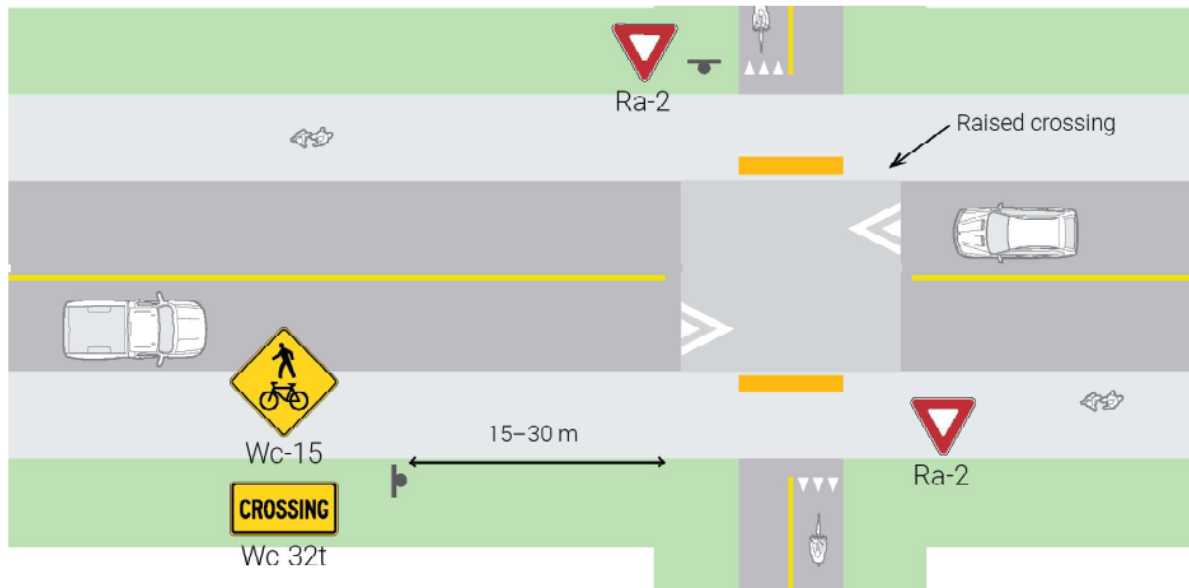


Figure 3: Mid-Block Uncontrolled Crossing (With Raised Crossing) (Source: OTM Book 18)

Crossrides

Crossrides are represented by “elephant’s feet” pavement markings white dashed lines. Bicycle stencils and directional travel arrows may be used within the cycling path. Combined crossrides as illustrated in Figure 42, provide a cycling crossing on both sides of a pedestrian crosswalk and are generally used in situations where pedestrians and cyclists approach the crossing on a shared facility, such as a multi-use path, and may be used at signalized or unsignalized crossings. Mixed crossrides as illustrated in Figure 53, provide a shared and delineated space for pedestrians and cyclists where pedestrians and cyclists approach the crossing on a shared facility, such as a multi-use path, but are not allowed at signalized intersections including mid-block signals or Intersection Pedestrian Signal (IPS). A mixed crossride is intended to be used at unsignalized crossings with low pedestrian and cyclist volumes. Crossride pavement markings should only be applied where cyclists have the right-of-way. In other words, uncontrolled crossings should not be marked. Dashed guide lines can however be used to provide guidance to cyclists through an intersection or crossing to delineate a cycling connection between facilities where motor vehicles are not required to yield to cyclists.

APPENDIX D

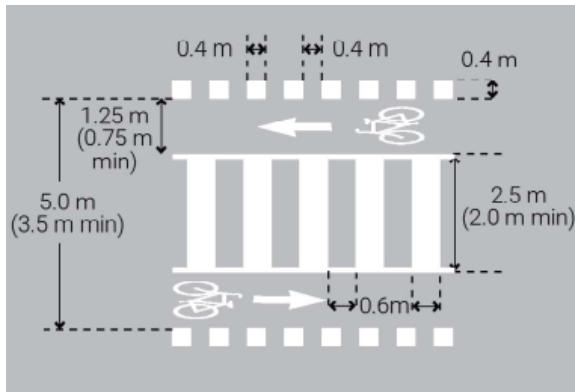


Figure 4: Combined Crossride (Source: OTM Book 18)

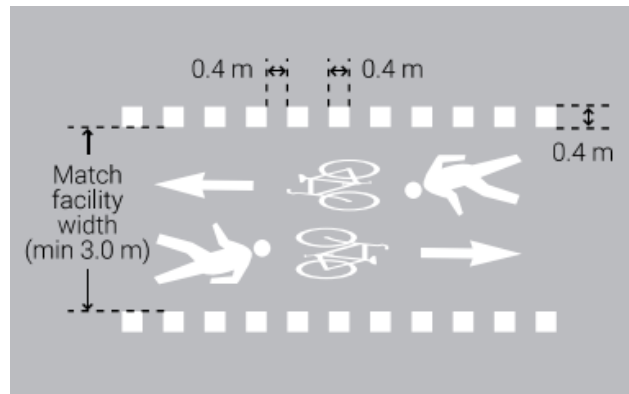


Figure 5: Mixed Crossride (Source: OTM Book 18)

ROAD CROSSING BEST PRACTICES

A best practice review was conducted to review the design of trail crossings for a range of trail types. The best practices include trails that only allow active modes, trails that allow active modes and snowmobiles, and trails that allow active modes, snowmobiles, and ATVs. The review of crossing treatments for each of these types of trails will provide different options to draw upon for the options analysis.

Town of Petawawa Algonquin Trail

During the development of the Petawawa Active Transportation Plan, design guidelines for trails within the Town were also developed. The trail design guidelines were developed to consider active users and motorized recreational vehicles both using the trails, but it was recognized that not all trails can be designed to accommodate all users in all locations. For roadway crossings of trails, the design guidelines recommend the following elements:

- Creating and maintaining an open sight triangle at the crossing point to allow trail users to see approaching vehicles and for trail users to be seen by drivers in approaching vehicles
- Access barriers on the trail which serve to:
- Prevent unauthorized users from entering the trail, and
- Act as a visual cue to trail users that they are approaching an intersection with the road
- Caution signs along the roadway in advance of the crossing point to alert motorists to the upcoming crossing
- Caution signs along the trail to alert users of the upcoming roadway crossing

APPENDIX D

- Aligning the crossing point to achieve as close to possible a perpendicular crossing of the roadway to minimize the time that users are in the traveled portion of the roadway
- Curb ramps on both sides of the road to allow users to enter and cross the roadway efficiently and quickly
- Pavement markings where appropriate:
 - To delineate a crossing only where there is some form of vehicle control in place (e.g. stop sign, or traffic signal or pedestrian crossover).
 - Should not be used at uncontrolled trail intersections with roads (i.e. free flowing vehicular traffic that is not controlled by a stop sign or traffic signal). Trail users are required to stop and wait for a gap in traffic at uncontrolled intersections. Pavement markings at uncontrolled crossings may give trail users the false sense that they have the right-of-way over motor vehicles, which is contrary to the Highway Traffic Act.

The Petawawa Trail Design Guidelines do not discuss the specifics of accommodating active and motorized trail users at road crossings, but the built example of the Algonquin Trail in Petawawa demonstrates how to accommodate both motorized and active trail users. The trail was twinned to separate active users through Petawawa, as shown in Figure 14, creating a paved portion dedicated to active modes that is parallel to the unpaved trail for motorized trail users.

APPENDIX D



Figure 6: Twinned Algonquin Trail in Petawawa

The trail generally runs parallel to Petawawa Boulevard through the Town. The proximity to a parallel road and the separation of active and motorized trail users created an opportunity for different types of road crossings. The unpaved trail for motorized users must cross roads directly at an uncontrolled crossing. Motorized users have a stop sign at the road crossing and must wait for a gap in traffic. The paved trail for active users is too close to an intersection for a mid-block crossing, so the trail is aligned to crosswalks of the intersections to create a controlled crossing for active users.

City of Ottawa Osgoode Pathway

The Osgoode Pathway in the City of Ottawa is a mostly rural trail outside of the urban area. The pathway connects the urban area to Osgoode Village. Under the City's Rural Pathway Shared Use Policy, the permitted uses on the pathway include active modes, horse-riding, and certain motorized vehicles. The motorized vehicles permitted include snowmobiles during the winter but do not include ATVs.

Rural road crossings are uncontrolled crossings. Swinging gates are installed at rural roads as access restriction to prevent motorized vehicles from entering the trail during warm months, as seen in **Figure 15**. The gate swings open to allow snowmobiles to use the trail during the winter.

APPENDIX D



Figure 7: Osgoode Trail Access Gate in Ottawa

Within Osgoode Village, a pedestrian crossover is provided for the crossing of Osgoode Main Street. The pathway splits briefly at the road crossing to separate snowmobiles from active trail users since snowmobiles are not permitted to use the pedestrian crossover. The crossing is shown in **Figure 16**. A fence is used to delineate the trail boundary. This can be found in various locations along the trail to visually separate the public trail lands from private adjoining lands.

APPENDIX D



Figure 8: Osgoode Pathway Crossing of Osgoode Main Street

City of Brantford Trails

The City of Brantford trail network consists of 40 kilometres of off-road trails. A safety audit of the City's trail network was recently conducted to review and address safety concerns. The audit found that many community members had concerns about the frequent use of ATVs, dirt bikes, and e-bikes on the City's trails. They noted that motorized vehicles cause damage to the trails and made the trails feel unsafe to use. To address safety concerns related to motorized vehicles on the trails the report reviewed trends for e-bikes and motorized vehicles. The review found that several Canadian municipalities have recently restricted the use of e-bikes and motorized vehicles on trails, including the Town of Midland, the North Okanagan Regional District, and the City of Calgary.

The trail audit review of road crossings found that many crossings were not up to standard and developed recommendations for remediation. Crossings were recommended to be designed to clarify who has the right-of-way. Where trail users have the right-of-way, it was recommended that signage and line painting be consistent with OTM Book 18 guidelines. At uncontrolled crossings, it was recommended that no crossing markings be provided to be clear that trail users do not have the right-of-way, as shown in **Figure 17**.

APPENDIX D

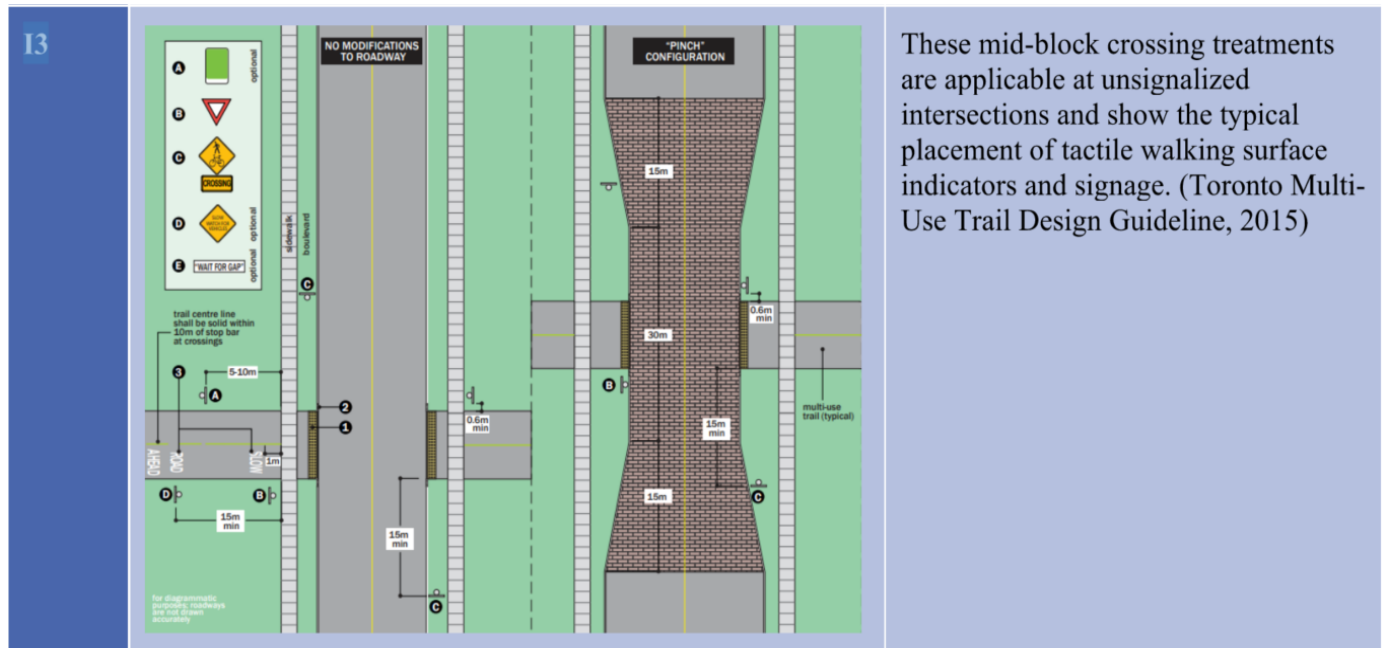


Figure 9: Brantford Trail Safety Audit Mid-block Crossing Treatment

Key Findings

Key findings developed through this best practice review include the following:

- Pedestrian crossovers, a controlled crossing at a mid-block location, are not permitted on roads where the speed limit exceeds 60 km/hr.
- Cyclists cannot ride their bicycle through a pedestrian crossover.
- ATVs may use and cross public roads.
- Permitting snowmobiles to drive along a public road depends on municipal by-laws.
- Snowmobiles crossing a public road must cross at approximately 90 degrees.
- Best practices show that uncontrolled crossings for all trail users are used in rural settings.
- In urban settings, best practices show that active and motorized trail users are typically separated. Active trail users cross at a controlled crossing while motorized trail users cross at an uncontrolled crossing.
- Careful considerations need to be made where motorized and active trail users are mixed.



E

PREFERRED OPTION OPINION OF PROBABLE COST

APPENDIX E

PREFERRED OPTION OPINION OF PROBABLE COST & RATIONALE

An opinion of probable cost has been calculated for the preferred trail option with both capital costs (to build and/or improve the trail) and maintenance, operational (annual expense) and lifecycle renewal costs, which include the following assumed elements, (plus 20% contingency):

- Capital Costs (Refer to Table 1 below):
 - General (Trail length, trail surface type, and site preparation) assumes compacted aggregate surfacing.
 - Western section is an upgrade project, thus assumes a 50% reduction of unit costs due to the existing trail base.
 - Eastern section is a new project that assumes full value of unit costs.
 - Infrastructure costs (new or existing), parking spaces & material, utility adjustments, ditches/drains/culverts/retaining walls (if needed);
 - The western section of trail assumes one (1) parking surface that provides one (1) accessible and five (5) regular parking spots, on a granular surface within the Glen Brook Rd. trail access.
 - Detailed design may encourage additional of a small parking lot at the Boundary Rd. entrance and at a main access point within the Eastern trail section.
 - Amenity costs (seating, tables, trail heads, waste, crossings, wayfinding, regulatory/caution/advisory signs, bike parking, control barrier, interpretive signs, washroom).
 - Major wayfinding assumes large signage/ map feature, control barrier, seating, bike parking, supply of materials and installation.
 - Minor wayfinding assumes small to medium signage, control barrier, bike parking, supply of materials, and installation.
 - Seating is estimated at a Low frequency of seating, which assumes one (1) seat every 1,000m.
 - Waste assumes waste and recycle receptacles at one (1) unit per major entry point.
 - It is assumed the trail will not be lit thus not included.
 - It is assumed that two (2) flush toilet facilities (assumes washroom structure with single toilet and sink, excludes water and sewer); one (1) per section at major entrance point.

APPENDIX E

- Note that this is the ideal facility for a destination trail but there are lower-cost alternatives available. It is understood that this level of infrastructure may not be possible due to lack of staff resources, capital funding, and feasibility of servicing & infrastructure required (utilities, sanitary or septic bed, winterization, maintenance, etc.). Alternative solutions include:
 - Compositing Toilet:
 - Two (2) cleanings per week and maintenance of building/ structure 1/ year, approx. estimate \$7,500 per unit.
 - Replacement every 20 years and no winterization needed.
 - Vault Toilet (similar to port-a-john but permanent structure):
 - One (1) cleaning per week and maintenance of building/ structure 1/ year, approx. estimate \$4,500 per unit.
 - Replacement every 20 years and no winterization required.
 - Crossing cost (pedestrian road crossing type) is assumed to be line paint and signage.
 - Detailed design can confirm road crossing re-alignment and crossing requirements as per regulation standards and improvements as outlined in section 6.2.
 - Three (3) bridge structures exist with two having been recently upgraded by the Township. No new water crossings are proposed.
 - Regulatory and Wayfinding Signage assumes interpretive signs (assumes high quality sign post with graphic sign plate including supply of materials and installation) and Regulatory/Caution/Advisory Signs (assumes metal post, sign plate, and supply of materials and installation) at specific areas along the trail.
 - It is assumed that two (2) regulatory signs will be placed at both access points for each segment along the Eastern Trail to notify users of farm crossings & trail rules.
 - Trail Markers are not included as the Township is already implementing them.
 - Direction signs with destination signage could be included as a future item but is not included.

APPENDIX E

- Other factors such as planning and design services, construction admin and inspection, construction support, etc. is estimated for the entire western section and the entire trail.
- Additional study costs (traffic study, EA, Arboricultural assessment, stormwater, road crossing & trail signage plan, safety study and condition audit, etc.) is estimated for the entire western section and the entire trail.
- Maintenance, Operational and Lifecycle Renewal Costs (Refer to Table 2 below):
 - Trail maintenance and lifecycle budget costs for annual surface maintenance, tree pruning, mowing, vandalism repairs, garbage cleaning schedule and number of cans, erosion control, etc.
 - Infrastructure costs including parking material fixes, drainage upkeep/ cleaning, 25 culverts, etc.
 - Cleaning/ pressure washing amenities once a year and weekly cleaning of washroom(s)/ yearly maintenance of structure.
 - Construction administration and inspection.
 - Additional study costs (every 5 – 10 years) for planning including safety audit, hazard tree assessment, pedestrian bridge review, etc.
 - Lifecycle replacement and repairs.

It should be noted that both opinions of probable cost assume the highest level of elements implemented (general, amenity costs, infrastructure costs, crossing costs, and contingency). If the level of elements or quantity of site furnishings are lowered/ decreased, the cost would also decrease.

The opinion of probable below does not include the cost of planning, design or engineering fees, land acquisition fees or revenue, lawyer fees, or the costs associated with specialty studies and permitting.

Implementing the trail network will require funds and resources from the Township and its partners. Annual funding for construction, maintenance, operation, and programming should be identified in the annual budgeting process to strategically implement the network over time.

Additional funding sources should be sought by South Glengarry, such as from the Provincial or Federal government, to maximize budget efficiencies and coordination with other major projects. It is recognized that the level of effort will vary on a project-by-project basis and that the price of materials will vary over time. Certain projects could require additional work and further studies as they are considered for implementation.

The opinion of probable costs within this plan are not intended to represent the total cost that the Township must shoulder, but a foundation to ensure the Township is equipped to leverage external funding opportunities as they arise and to set realistic goals for what will be internally funded.

APPENDIX E

Table 1: Proposed Opinion of Probable Cost: Capital Expense for Option 3: Hybridized Approach

PROPOSED COST OF PROBABLE COST FOR CAPITAL COST: OPTION 3										
DRAFT										
Trail Segment	Width (m)	Length (m)	Estimated General Cost	Infrastructure (Retaining Walls, Culverts, Utility Relocations, Parking)	Amenities (Wayfinding, Trailheads)	Bridge Crossings & Modifications	Road Crossings	Estimated Construction Subtotal (Excluding HST)	Contingency (20%)	Estimated Construction Total (Excluding HST)
Option 3: Western Segment										
Boundary Rd. to Glen Brook Rd.	5	6,000	\$ 885,000.00	\$ 9,504.00	\$ 75,000.00		\$ 5,000.00	\$ 974,504.00	\$ 194,900.80	\$ 1,169,404.80
Glen Brook Rd. to CR-27	5	2,430	\$ 358,425.00	\$ -	\$ 24,000.00		\$ 5,000.00	\$ 387,425.00	\$ 77,485.00	\$ 464,910.00
CR-27 to CR-19	5	2,110	\$ 311,225.00	\$ -	\$ 25,000.00	1	\$ 5,000.00	\$ 341,225.00	\$ 68,245.00	\$ 409,470.00
CR-19 to William St./ Heron Rd.	5	1,600	\$ 236,000.00	\$ -	\$ 25,000.00		\$ 5,000.00	\$ 266,000.00	\$ 53,200.00	\$ 319,200.00
William St./ Heron Rd. to John St.	5	80	\$ 11,800.00	\$ -	\$ 33,000.00	1	\$ 5,000.00	\$ 49,800.00	\$ 9,960.00	\$ 59,760.00
Option 3: Eastern Segment										
John St. to CR-19	5	720	\$ 147,600.00	\$ -	\$ 33,000.00		\$ 5,000.00	\$ 185,600.00	\$ 37,120.00	\$ 222,720.00
CR-19 to CR-34	5	5,050	\$ 1,035,250.00	\$ -	\$ 21,000.00		\$ 5,000.00	\$ 1,061,250.00	\$ 212,250.00	\$ 1,273,500.00
CR-34 to CR-26	5	6,100	\$ 1,250,500.00	\$ -	\$ 32,000.00		\$ 5,000.00	\$ 1,287,500.00	\$ 257,500.00	\$ 1,545,000.00
CR-26 to 3rd Line Rd.	5	3,230	\$ 662,150.00	\$ -	\$ 26,000.00		\$ 5,000.00	\$ 693,150.00	\$ 138,630.00	\$ 831,780.00
3rd Line Rd. to CR-23/ 4th Line Rd.	5	3,000	\$ 615,000.00	\$ -	\$ 46,000.00		\$ 5,000.00	\$ 666,000.00	\$ 133,200.00	\$ 799,200.00
CR-23/ 4th Line Rd. to Riviere Beaudette Rd.	5	850	\$ 174,250.00	\$ -	\$ 23,000.00	1	\$ 5,000.00	\$ 202,250.00	\$ 40,450.00	\$ 242,700.00
Sub-total:		18,100.00	\$ 3,884,750.00	\$ -	\$ 181,000.00		\$ 30,000.00	\$ 4,095,750.00	\$ 819,150.00	\$ 4,914,900.00

Table 1: Proposed Opinion of Probable Cost for Other Capital Cost Factors for Option 3 Hybridized Approach

Other Cost Factors	
Planning and Design Services	\$ 207,400.00
Construction Admin and Inspection	\$ 207,400.00
Construction Support	\$ -
Supply Chain Issues	\$ 311,100.00
Delayed Implementation	\$ 311,100.00
Sub-total:	\$ 1,037,000.00

Disclaimer:
This opinion of probable cost is preliminary and shall not represent or be relied upon as the actual cost of works. The contents within this are based on previous data, observations and/or information available to WSP at the time of preparation. Note, no allowances have been made for additional studies, professional fees, or permits/approvals that may be required to implement some of the recommendations.

Other cost factors for design services, construction administration and inspection, etc. have been calculated for the entire trail. Costs may decrease and/or vary when applied to each specific trail segment as the project is implemented. This is to provide an approximate fee for pre-planning purposes only.

APPENDIX E

Table 2: Proposed Opinion of Probable Cost for Average Annual Maintenance and Lifecycle Expenses for Option 3: Hybridized Approach

PROPOSED OPINION OF PROBABLE COST FOR AVERAGE ANNUAL MAINTENANCE & LIFECYCLE COSTS				
Option 3: Western Segment	Average Annual Maintenance Cost		Average Lifecycle Replacement Cost for Forecast Timeline	
	Notes	Total Average Annual Cost (Budgetary)	Notes	Total Average Cost for Forecast Timeline (Budgetary)
General Information				
Forecasted Timeline = 15 years Trail Length = 13,000m Trail Width = 5m				
Trail Surface Type (\$ per m2) *	Compacted aggregate screenings; patching of erosion areas every 2 years	\$ 4,875.00	Apply and compact skim coat every 5 years	\$ 975,000.00
Tree Pruning/ Hazard Tree Removal (\$ per m)	25% of Forest	\$ 13,000.00		
Mowing (\$ per m)	0.6- 1.2m buffer around trail 8 times a year	\$ 7,800.00		
Vandalism Repairs per year (Servicing or Mitigating)	Estimated 10 per year	\$ 1,000.00		
Total Garbage Cans (qty: 5) - Garbage Cleaning Schedule	Monthly	\$ 3,000.00		
Desired Density of Infill Tree and Shrub Planting	1 tree every 30m, no shrubs every 5 years	\$ 44,200.00		
Erosion control blanket (assumed 2% of trail length)	Erosion control installed along 2% of trail every 3 years.	\$ 2,167.00		
Trouble Erosion Areas (m) (assumed 5% of the trail length)	Regrading and patching along 5% of the trail every 2 years.	\$ 163.00		
Sub-total:		\$ 76,205.00	\$ 975,000.00	
* Assumes no winter maintenance				
Infrastructure Costs				
Total Area of Parking (350m2)				
Parking Material (Includes accessible and standard parking spaces)	Aggregate surface with patching of erosion areas every year.	\$ 20.00	Apply and compact skim coat every 5 years	\$ 5,250.00
Ditches Drainage*	Dredging and reseeding every 5 years	N/A		
Drainage Culverts (25)	Cleaning every 5 years.	\$ 2,500.00	Full replacement every 25 years	\$ 49,500.00
Sub-total:		\$ 2,520.00	\$ 54,750.00	
* Assumes no retaining walls and Drainage ditch maintenance could be an additional cost consideration not included in this scope.				

APPENDIX E

Amenity Costs		Average Annual Maintenance Cost		Average Lifecycle Replacement Cost for Forecast Timeline	
Seating (x5)	Clean/ Pressure wash every year	\$	250.00	Replace every 20 years	\$ 7,875.00
Major Trailheads at major entry points (x2)	Clean/ Pressure wash every year	\$	1,000.00	Replace every 20 years	\$ 26,400.00
Minor trailheads for minor entry points (x3)	Clean/ Pressure wash every year	\$	750.00	Replace every 20 years	\$ 22,275.00
Waste Receptacles (x5)	Clean/ Pressure wash every year	\$	150.00	Replace every 20 years	\$ 12,375.00
General Wayfinding Signs (x4)	Clean/ Pressure wash every year	\$	80.00	Replace every 20 years	\$ 1,050.00
Regulatory/ Caution/ Advisory Signs (5)	Clean/ Pressure wash every year	\$	100.00	Replace every 20 years	\$ 1,312.50
Interpretive Signs (x2)	Clean/ Pressure wash every year	\$	40.00	Replace every 20 years	\$ 4,950.00
Toilet Facility (x2) *	1 cleaning per week and maintenance of building/ structure every year.	\$	8,400.00	Replace every 40 years	\$ 28,875.00
		Sub-total:	\$ 10,770.00		\$ 105,112.50
* Assumes no winterization. 3-season use only.					
Crossing Costs					
Culvert (x25)	Culvert cleaning every 3 years	\$	6,667.00	Full replacement every 25 years	\$ 107,250.00
Prefabricated Metal Bridge (Metal Structure, single span 10 to 50m long) (x2)	Wood deck replacement every 15 years and regular spot treatment	\$	3,000.00	Full replacement every 50 years	\$ 132,000.00
		Sub-total:	\$ 9,667.00		\$ 239,250.00
* Assumes no winterization. 3-season use only.					
Other Cost Factors					
Construction Admin and Inspection		\$	9,916.00		\$ 137,412.00
Construction Support		\$	5,950.00		\$ 82,447.00
		Sub-total:	\$ 15,866.00		\$ 219,859.00
Additional Study Costs		Total Cost for Forecasted Timeline			
Forecast Timeline = 15 years					
Safety Audit Study	Every 10 years	\$	26,000.00		
Hazard Tree Assessment	Every 5 years	\$	78,000.00		
Wayfinding Update Study	Every 10 years	\$	78,000.00		
Annual Pedestrian Bridge Structure Review (1 study per bridge) (x3)		\$	45,000.00		
		Sub-total:	\$ 227,000.00		

Total Yearly Maintenance Budget Cost for Western Section (2023 Dollars)	
Estimated Subtotal Annual Maintenance Cost (Excluding HST):	\$ 115,028.00
Contingency (30%)	\$ 34,508.40
ESTIMATED GRAND TOTAL:	\$ 149,536.40

Please note: Table 2 outlines the opinion of probable cost for the maintenance and lifecycle expense **for the western segment only**.

APPENDIX E

Exploring the overall budgeted cost needed for the total maintenance and lifecycle project costs plus additional studies, for the entire Peanut Line Corridor, assuming both the western and eastern sections are completed via the hybridized, phased approach recommended, it was found for a 15-year forecast timeline (2023 dollars):

- Estimated total maintenance cost with inflation (3%) would be (excluding HST): **\$ 7,812,142.**
- Estimated total lifecycle costs would be: **\$ 3,545,311.**
- Estimated Subtotal Lifecycle Projects + Maintenance + Additional Studies: **\$11,791,453.**
- Contingency (20%): **\$2.358.291**

The Estimated Grand Total for maintenance, lifecycle, additional study costs and 20% contingency (excluding tax) for the entire Option 3 trail is: **\$ 14,149,743.00.**

*PLEASE NOTE: This opinion of probable cost assumes a trail width of **five (5.0) metres**, constructed of aggregate compacted surface to address accommodation of multiple types of modes (ATV, equestrian, cyclist, pedestrian) identified through public consultation. This report has assumed 5.0m to confirm feasibility and cost implications for the purposes of future planning by the Township. Both trails cited in this report and typical trail width design standards are in the range of 3.0m to 3.6m in width with a 1.0m buffer on either side. A narrower trail width (i.e. ~3.5m) is likely to reduce both site impacts and overall cost to construct, and through the detailed design process, could still accommodate the range of users. The final constructed width of the various trail segments is a detailed design consideration that should work to balance user requirements, site conditions and cost.*



F

MAINTENANCE AND OPERATION GUIDELINES

APPENDIX F

MAINTENANCE & OPERATIONS

The following table outlines maintenance tasks and the frequency that the Township should prepare to provide for a strong level of service and standard trail facility care.

Trail Maintenance and Management: High Level Overview over Time

Frequency	Maintenance Task
IMMEDIATE (Within 24 hours of becoming aware of the situation through a “hotline”, email, or other notification or observation)	<ul style="list-style-type: none"> As a minimum, mark, barricade and sign the subject area to warn trail users or close the trail completely until the problem can be corrected. Remove vegetation and/or windfalls, downed branches, etc., where traffic flow on the trail is being impaired or the obstruction is resulting in a sight line issue. Remove hazard trees that have been identified. Repair or replace items that have been vandalized or stolen/removed. This is especially important for regulatory signs that provide important information about trail hazards such as road crossings, steep grades, and sharp curves. Removal of trash in overflowing containers or material that has been illegally dumped. Repair obstructed drainage systems causing flooding that pose a hazard to trail users or that is resulting in deterioration that poses an immediate safety hazard. Monitor trail areas and structures that are prone to erosion after severe summer storms and repair as required. Repairs to structural elements on bridges such as beams, railings, access barriers, and signs.
REGULARLY (Weekly/ bi-weekly/ monthly)	<ul style="list-style-type: none"> Trail patrols/ inspections should review the trail conditions (as often as weekly in high-use areas), to assess conditions and prioritize maintenance tasks and monitor known problem areas. Mow grass along edges of trails (in parks and open meadow settings only). Depending on trail location this may be done weekly, bi-weekly, or monthly and can vary according to the location (typically 0.5 to 1.0m). This helps establish a clear zone and can slow the invasion of weeds into granular trail surfaces. Not all trails will have mown edges. In woodland and wetland areas, pruning and brushing is often the only vegetation maintenance undertaken. Regular garbage pickup (10-day cycle or more frequently for heavily used areas). Repair within 30 days or less, partially obstructed drainage systems causing intermittent water backups that do not pose an immediate safety hazard, but that is left unchecked over time will adversely affect the integrity of the trail and/or any other trail infrastructure or the surrounding area.

APPENDIX F

ANNUALLY	<ul style="list-style-type: none"> • Conduct an annual safety audit. This task can be efficiently including with general annual safety audits for parks and other recreational facilities. • Evaluate support facilities/ trailside amenities to determine repair and/or replacement needs. • Examine trail surface to determine the need for patching and grading. • Grading/ grooming granular trail surface and topping up of wood chip trails. • Pruning/ vegetation management for straight sections of trail and areas where branches may be encroaching into the clear zone. This task is more of a preventative maintenance procedure. Cuttings may be chipped on site and placed appropriately or used as mulch for new plantings. Remove branches from the site unless they can be used for habitat (i.e.: brush piles in woodlot setting) or used as part of the rehabilitation of closed trails. Where invasive species are being pruned and/or removed, branches and cuttings should be disposed of in an appropriate manner. • Inspect and secure all loose side rails, bridge supports, decking (ensure any structural repairs meet the original design criteria).
EVERY 3 – 5 YEARS	<ul style="list-style-type: none"> • Cleaning and refurbishment of signs, benches and other trailside amenities.
EVERY 10 – 20 YEARS	<ul style="list-style-type: none"> • Resurface asphalt trails (assume approximately every 15 years). • Major renovation or replacement of large items such as bridges, kiosks, gates, parking lots, benches, etc.
COST EFFECTIVE	<ul style="list-style-type: none"> • Patching/minor regarding of trail surfaces and removal of loose rocks from trail. • Culvert cleanout where required. • Top up granular trail surfaces at approaches to bridges. • Planting, landscape rehabilitation, pruning/ beautification. • Installation/ removal of seasonal signage.

APPENDIX F

Trail Amenity Maintenance Guidelines

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
Parking, Drop Off Areas & Loading Zone	Granular	<ul style="list-style-type: none">- Improves access to trail facilities- Permeable	<ul style="list-style-type: none">- Ruts and potholes form seasonally- Increased risk for slip, trip, and falls- Less conducive to snow removal- Harder to delineate parking stalls to maximize use	5 – 10 years	<ul style="list-style-type: none">- Annual infill of potholes and ruts- Regrading and granular top up to ‘reset’ life cycle
	Asphalt/ Tar and Chip	<ul style="list-style-type: none">- Able to delineate stalls and maximize capacity- Conducive to snow removal	<ul style="list-style-type: none">- Impermeable- Need for drainage management/ infrastructure	15-25 years	<ul style="list-style-type: none">- Repaving or power washing- Minimal to no maintenance
	Permeable Systems (pour in place, modular paver and/or reinforced grids which support granular surfaces)	<ul style="list-style-type: none">- Permeable- Able to delineate stalls and maximize capacity- Conducive to snow removal	<ul style="list-style-type: none">- Higher cost- Susceptible to sediment clogging voids	15 – 40 years	<ul style="list-style-type: none">- Power washing to clear voids and maintain drainage function (frequency depending on winter maintenance and sediment flow into paved area)
Rest Area	Prefabricated benches and tables	<ul style="list-style-type: none">- Provides greater accommodation and comfort to those with limited mobility- Facilitate accessible seating options- Manufacturer warranty and replacement parts- Defines and encourages site use- Wide range of material options that can increase longevity and/or ease of maintenance and partial replacement	<ul style="list-style-type: none">- Susceptible to vandalism, theft, and degradation by elements, material composition considerations are important- Need to be kept in good condition or are strong negative reflection of the trail system	8 – 15 years	<ul style="list-style-type: none">- Minimal annual inspection for defects, basic landscaping
	Informal seating stones	<ul style="list-style-type: none">- Durable and low-cost option- Can facilitate a dual purpose for access barriers	<ul style="list-style-type: none">- Does not provide additional accessibility and comfort features	None	<ul style="list-style-type: none">- No maintenance
	Lawn area	<ul style="list-style-type: none">- Multi-purpose – picnic, child/dog friendly, area to prepare for trail	<ul style="list-style-type: none">- Requires some maintenance to enable a desirable level of function	None	<ul style="list-style-type: none">- Mowing every 3-4 weeks at a minimum

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
		activity outside of active vehicular areas			
Lighting	LED	<ul style="list-style-type: none">- Low energy, low operational cost- LED lower cost savings benefits are reached with longer running lights such as at trailheads- Enhances trail safety (CPTED) and reduces potential crime	<ul style="list-style-type: none">- High procurement cost	10 – 15 years (bulbs) 35 – 45 years (poles)	<ul style="list-style-type: none">- Monitoring for bulb replacement and repairs due to vandalism
	Conventional Power	<ul style="list-style-type: none">- Reliable and best suited for facilities highly used in winter evenings- Lower capital costs and operational knowledge- Enhances trail safety (CPTED) and reduces potential crime	<ul style="list-style-type: none">- Higher operational cost	N/A	<ul style="list-style-type: none">- N/A
	Solar Power	<ul style="list-style-type: none">- Lower operational costs- Positive sustainability optics- Enhances trail safety (CPTED) and reduces potential crime	<ul style="list-style-type: none">- Higher capital cost and operational knowledge needed- Increased maintenance and vandalism	N/A	<ul style="list-style-type: none">- Cleaning to remove dust – 2 -5 year cycles reflective of seasonal rainfall
Signage	Detailed Maps/ Information	<ul style="list-style-type: none">- Large scale points of information, including trail mapping, interpretive information, user information- Key amenity to any trailhead that offers route options or multiple destinations, or features	<ul style="list-style-type: none">- Larger and/or more complex construction- higher maintenance and replacement costs- Require specialized skills to design	<ul style="list-style-type: none">- Depends on changes to posted information, materials, and design	<ul style="list-style-type: none">- Minimum seasonal inspection for vandalism and/or degradation- Monitoring for content update needs (approx. 2–5 year cycles)
	Wayfinding/ Placemaking	<ul style="list-style-type: none">- Minor signs are intended as simple directional	<ul style="list-style-type: none">- Are limited in the information they can communicate	5 - 10+ years	<ul style="list-style-type: none">- Minimal seasonal inspection for vandalism and/or degradation

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
		<div>communication or placemaking identifier</div> <div><div>- Family of signs improves facility wayfinding and reinforces facility’s brand identity</div><div>- Directional markers often single post or simple construction – low maintenance and replacement cost</div></div>	<div><div>- Could require specialized skills to design</div><div>- Cost can vary depending on design, materials, and use.</div></div>		
Waste Management	Standard Waste Bins	<div><div>- Important tool to reduce littering</div><div>- Low cost install and replacement</div><div>- Fit well with standard waste collection practices</div><div>- Can range from barrel bins to more elaborate models with restricted lids</div></div>	<div><div>- Service collection is onerous as locations can be high in number and spread out. Limited winter maintenance can impede seasonal specific servicing</div><div>- Minimal capacity and or long durations between serviced lead to overflow and/or odors</div></div>	10 – 25 years (depending on chosen model)	<div><div>- General inspections with waste pick up for repair or replacement needs</div></div>
	Innovative Waste Bins	<div><div>- Important tool to reduce littering</div><div>- Improve feasibility of waste sorting options through collection efficiencies</div><div>- Reducing waste collection frequency – censored waste/recycling bins that inform the need for emptying through a centralized dashboard.</div><div>- Large, semi-underground waste collection systems (i.e.: Molock, Earthbin) that allow for more waste storage while reducing unwanted smells</div></div>	<div><div>- Service collection is onerous as locations can be high in number and spread out. Limited winter maintenance can impede seasonal specific servicing</div><div>- Can require changes to standard practices, equipment and/or 3rd party collection</div><div>- Can require specialized equipment for monitoring or collection</div><div>- Pet collection/ energy conversion systems require a process facility within regionally located near collection areas</div></div>	10 – 20 years	<div><div>- Functional maintenance per capacity projections or censor notifications – model specific</div><div>- General inspections with waste pick up for repair or replacement needs</div></div>

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
		<ul style="list-style-type: none">- Independent pet waste collection, consider waste to energy conversion systems that showcase green initiatives while encouraging use- Often more durable than standard bins			
Gates	Metal Gates	<ul style="list-style-type: none">- Enables temporal access restrictions, including during periods of seasonal facility maintenance- Long lasting, low maintenance	<ul style="list-style-type: none">- Hinge and lock mechanisms are susceptible to damage and degradation	15 -25 years	<ul style="list-style-type: none">- Rust protection and hinge maintenance as needed – anticipate minor repair action every 5 years- General inspections for damages (i.e.: weather degradation or salt erosion)
	Wood or Metal/Wood Combination Gates	<ul style="list-style-type: none">- Can be selectively removed/opened for seasonal or maintenance access	<ul style="list-style-type: none">- Hinge and lock mechanisms are susceptible to damage and degradation <p>Less durable and long lasting, susceptible to impact damage and weather degradation</p>	10 – 15 years	<ul style="list-style-type: none">- Post replacement and hinge maintenance as needed – based on weather degradation and salt
Barriers	Bollards – Metal or Concrete	<ul style="list-style-type: none">- Removable options available to facilitate maintenance and other situational access	<ul style="list-style-type: none">- Partial barrier, does not restrict all access- Not suitable for seasonal removal	15 – 30 years	<ul style="list-style-type: none">- Damage repair as needed
	Post/ Post and Cable Post and Page Wire	<ul style="list-style-type: none">- Low cost barrier that restricts most access	<ul style="list-style-type: none">- Does not restrict pedestrian access	15 – 20 years	<ul style="list-style-type: none">- Select post replacement and cable/page wire after 5 – 10 year mark or in response to vandalism/ inappropriate use- Cable tensioning units can be installed to aid with periodic tightening and will increase overall lifespan
	Natural Stone	<ul style="list-style-type: none">- Durable and low-cost option- Good for restricting access by vehicles	<ul style="list-style-type: none">- Partial barrier, does not restrict all access	None	<ul style="list-style-type: none">- No maintenance
Shelter	Prefabricated - Metal	<ul style="list-style-type: none">- Encourages gathering and provides weather refuge- Helps to protect information/wayfinding signage	<ul style="list-style-type: none">- Contractor or supplier install needed	25 – 35 years	<ul style="list-style-type: none">- Bi-annual touch up paint over paint damage after warranty period (often 10 years)

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
		<ul style="list-style-type: none">- Pre-engineered, warranted, vandal resistant- Provides protections from inclement weather- Provides greater accommodation and comfort to those with limited mobility	<ul style="list-style-type: none">- Can accommodate undesired activity such as illegal actions and homeless shelter		
	Custom - Wood	<ul style="list-style-type: none">- Encourages gathering and provides weather refuge- Can be installed by volunteers and easily repaired	<ul style="list-style-type: none">- Less durable and more susceptible to vandalism and weather degradation- Can accommodate undesired activity such as illegal actions and homeless shelter	15 – 25 years	<ul style="list-style-type: none">- Varies largely based on construction materials and design- Smaller structure should be inspected annually after initial 5 years
Potable Water	Simple Hose Bib/ Tap or Bottle Fill Station	<ul style="list-style-type: none">- Provide water for users or pets- Desirable amenity at remote or high-volume trailheads- Improves comfort of trail experience	<ul style="list-style-type: none">- Seasonal, more specialized, maintenance required- Public health risks to water quality, which requires monitoring and reporting- Additional infrastructure required to service.- Susceptible to vandalism	N/A (depends on the system)	<ul style="list-style-type: none">- Fall decommissioning to empty lines- Spring reactivation and quality testing prior to potable use- Consider non-potable or labelling as such to encourage use for pets and clean up only if there is a risk concern
Washrooms	Portable	<ul style="list-style-type: none">- Rental/3rd party maintained.- Can be limited to specific seasons when service is desired.- Ability to scale up or down based on location need.- Typically, a screen/ buffer made of wood to add privacy is expected	<ul style="list-style-type: none">- Lower standard facility that can be undesirable by users- Less control over maintenance due to rental contract structure- Standard models are not accessible, upgrading options recommended.	N/A	<ul style="list-style-type: none">- Periodic inspection and relay of issues to service provider- Annual inspections of wood, re-sealing or replacement of boards as needed.
	Permanent	<ul style="list-style-type: none">- Higher quality amenity, higher user satisfaction.	<ul style="list-style-type: none">- Require greater infrastructure and maintenance.	30 – 40 years	<ul style="list-style-type: none">- Daily to weekly inspections and cleaning,- Nightly locking, and daytime opening if evening use is not desired

Trail Amenity Maintenance Guidelines

Key Areas of Consideration for Material & Amenity Selection					
Amenity	Infrastructure/ Materials	Benefits	Limitations	Life Cycle	Maintenance Considerations
		<ul style="list-style-type: none">- More flexibility for dual purposes and accessibility.- Better addresses higher volumes of use – such as major trailheads.	<ul style="list-style-type: none">- Increased costs to install and maintain.- Increased responsibility for care and maintenance.- Can accommodate undesired activity such illegal actions and homeless shelter		<ul style="list-style-type: none">- Select replacement of fixtures after 10 years- Seasonal decommissioning if not heated



G

AGREEMENT EXAMPLES

APPENDIX G



In 2020, the United Counties of Leeds and Grenville entered into agreements with the Ontario Federation of All Terrain Vehicle Clubs (OFATV), and the Johnstown ATV Club, and the Ontario Federation of Trail Riders (OFTR) and the Bytown Motorcycle Association. The agreements (By-Law's 20-42 and 20-44) state that anyone wishing to ride an ATV or motorcycle in Limerick Forest must be a member of the OFATV and/or the OFTR and one of its local clubs.

In turn, the two organizations will provide the following services:

- trail maintenance work (i.e., repairs to trails due to rutting);
- trail warden patrols;
- education of riders regarding irresponsible riding in the forest, the need for insurance and licensing, noise pollution, alcohol, riding on closed trails and littering;
- annual spring and fall trail inspections based on the Limerick Forest Minimum Trail Maintenance Standards and
- provision of additional liability insurance.

These by-laws do not mean that "other" user groups can't use the same trails, i.e., a horseback rider or a mountain biker can use the same trails as the motorcycles and ATV's. If someone wishes to drive through Limerick on one of the main access roads in their car or truck and can do so safely and without causing damage to themselves or the forest, then that is permitted as long as the trails are open.

To summarize, the "motorized" agreement refers only to the use of ATV's and motorcycles and does not affect other user groups.

Details regarding annual memberships and/or trail passes may be found on the respective web sites for the [Ontario Federation of ATV Clubs \(OFATV\)](#)/[Johnstown ATV Club \(JATV\)](#) or the [Ontario Federation of Trail Riders \(OFTR\)](#)/[Bytown Motorcycle Association \(BMA\)](#).

Source: [Motorized Vehicle Agreement - Leeds & Grenville \(leedsgrenville.com\)](#)

APPENDIX G



A sample agreement among land manager, landowner, and trail organization is below. It is a typical agreement that addresses all issues and responsibilities of the parties to allow for trail use. In this case on the City of Austin's Water Quality Protection Lands (December 2004).

Source: [Sample agreement among land manager, landowner, and trail organization - American Trails](#)

From Hill Abell
Bicycle Sport Shop

MEMORANDUM OF AGREEMENT BETWEEN
CITY of AUSTIN
AUSTIN WATER UTILITY
WILDLAND CONSERVATION DIVISION
AND
AUSTIN METRO TRAILS AND GREENWAYS
AND
AUSTIN RIDGE RIDERS
AND
HILL COUNTRY FOUNDATION
FOR CONSTRUCTION, OPERATION AND MAINTENANCE
ON THE WATER QUALITY PROTECTION LANDS
SLAUGHTER CREEK MANAGEMENT UNIT

Purpose

The purpose of this agreement is to establish roles and responsibilities for parties engaged in implementing public access trails on the City of Austin's Water Quality Protection Lands (WQPL). The Austin City Council approved trail recommendations for WQPL tracts on December 13, 2003.

This approval is meant to help implement the City's philosophy of providing the public with access to land in order to learn the importance of our watersheds, how these natural systems function and how we manage

APPENDIX G

the land. This access will leverage the City's investment by educating our constituents so that they may protect sensitive watersheds near their homes and businesses.

The recommendations approved by City Council are the result of an extensive public participation where stakeholders agreed to provide resources to implement them. This Memorandum of Agreement will also serve to protect the interests of all stakeholders involved in this project, including the City. This relationship between the City of Austin and the stakeholders participating in this Memorandum will serve as a model for Public - Private partnerships in Austin and other communities.

The City of Austin Agrees:

To make the site on the Slaughter Creek Management Unit available for planning, construction operation and maintenance of a public access trail suitable for hiking, bicycle, and equestrian access;

That prior to Construction, the Environmental Conservation Program Manager or designated representative shall review and approve any plans for public access trails;

To move plans, etc. through the City's regulatory process by obtaining permits and approvals in cooperation with other signatories to this Memorandum of Agreement;

To provide technical assistance on issues related to sensitive and sustainable design, construction, operation, and management of a public access trail on this site;

To provide technical assistance to stakeholders on education actions related to the public access trail on this site;

To provide advance notice of temporary closures for management or emergencies to the Stakeholder Steering Committee, Trail Administration Subcommittee and the Trail Steward;

To keep partners informed of management or policy changes that would affect access, when appropriate by notifying the Stakeholder Steering Committee, Trail Administration Subcommittee and/or the Trail Steward as appropriate.

To monitor public access effects on water quality and quantity, ecology, etc. and to inform partners and public of results

To conduct research on effects of access on water quality and quantity, as appropriate, and inform partners or the public

APPENDIX G

To evaluate whether constraints and guiding principles, which are the basis of the original trail recommendation, are being met. When deficiencies are noted the City shall notify the Stakeholder Steering Committee, Trail Administration Subcommittee or the Trail Steward as appropriate of any deficiencies or concerns.

Notify partners in a timely manner when conditions may lead to revocation of access so that corrective measures may be planned and implemented

That any actions must comply with all local, State and Federal regulations.

Austin Metro Trails and Greenways Agrees:

To serve as the sponsor for the public access trail on Slaughter Creek Management Unit with primary fiduciary responsibility for the long term compliance with this memorandum of agreement and the constraints and guidelines contained in the approved public access recommendations;

To plan and develop trails for this site including preparation and submission of plans to City of Austin for approval;

To serve as the lead to secure and provide funding or other resources necessary to construct, operate, and maintain this trail;

To provide volunteers and other inputs for trail work days or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

Austin Ridge Riders Agree:

To serve as the party responsible for initial construction of the trail and related facilities;

To provide leadership for planning and implementing routine and special maintenance on the trail and related facilities;

APPENDIX G

To help plan and provide trail construction and maintenance training to stewards, volunteers, or others who work on the trails;

To provide volunteers and other inputs for trail work days or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

Hill Country Foundation Agrees:

To provide leadership for planning and implementing educational components for the trail;

To provide periodic reports documenting results of educational activities associated with the trail;

To provide volunteers and other inputs for trail workdays or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

It is Mutually Agreed:

That a Trail Administration Subcommittee of Stakeholder Steering Committee shall be organized. This subcommittee will serve as the entity that is accountable to the City of Austin for the construction, operation and maintenance of this public access trail

Purpose - Provide coordinated management for trail building, maintenance, and use policies and serve as a point of contact for trails.

Governance - the subcommittee shall conduct an annual meeting with additional called meetings as needed

APPENDIX G

Organization and Individual Responsibilities

Chairperson

Will lead subcommittee and represent the interests of the trail stewards

Point of contact for all trail issues

Will handle trails issues directly or delegate

Will follow up on issues and be responsible for ultimate resolution

Will serve as single point of contact to the City of Austin regarding trails issues

May direct volunteers to areas where help is needed

Assists with acquiring grants for trail maintenance, etc.

Can call meeting when deemed necessary

Shall be elected annually from the subcommittee membership

MOU Signatories Representatives - represents interest of specific user groups who have agreed to participate in the MOA and be accountable for its implementation. Interests may include:

Equestrian

Mountain Bike

Hikers

Wildlife/native plants/birders/other signatories

others

Stakeholder Steering Committee Representative - member of the Stakeholder Steering Committee which serves as the public oversight group responsible for assisting the City of Austin with planning public access on Water Quality Protection Lands

Stewardship Committee Representative member of the trail stewardship committee. This committee is organized to train trail stewards and other volunteer leaders assisting Water Quality Protection Lands

Trails Stewards are trained volunteer leaders who are responsible for the day-to-day operations and maintenance on individual trails. They only attend meetings or provide reports on an AS-NEEDED basis

APPENDIX G

Closings: actions to close public access trails or segments of trails due to trail related issues, concerns or emergencies Closings will be based on the following Grade/Priority of Threat

Extreme/Severe

Spill, pipeline threat, natural disaster. An Immediate life threatening or threat to public safety

Immediate closure of site or segment until resolved

City, signatory, or both are responsible to identify threats and assure they are addressed

These threats must be addressed before the trail or segment is reopened

City of Austin representative must be notified immediately.

Serious/High

Dangerous Trail Conditions, trail use would cause damage or pose potential threat to public safety.

Requires immediate public notification (upon discovery)

Requires closure of trail or segment until grade of priority is reduced to lower level

Both the City and/or the Trail Steward are responsible for making the closure determination

Mitigation or correction will initiate within 24 hours

City of Austin representative must be notified immediately

Concern/Moderate

Trail Maintenance Needs/Observed Water Quality/Quantity Threats

Public Notification within 24 hours

Notification of City or Trail Administration within 5 working days

Both the City and/or the Trail Steward are responsible for making the closure determination

Corrected or mitigated in 14 days

No closings unless further deterioration to next grade/priority is expected or occurs

Routine/Preventative

Trail and Facility Management/Maintain Water Quality Quantity measures

Public notice as needed to avoid conflicts

Both the City and/or the Trail Steward are responsible for making the closure determination

Address under routine maintenance schedule

Closure notifications shall be included as appropriate

City staff

Trail Administrative Subcommittee

APPENDIX G

Stakeholder Steering Committee

Trail Steward

MOA Signatories with impacted responsibilities

Media Outlets

Law Enforcement and Public Safety agencies

Trail Users through trail postings

Trail rules: the Trail Administration Subcommittee shall develop rules governing public access and use of the trail supported by this memorandum. They must support the constraints and guidelines contained in the public access recommendations. Draft rules shall be presented to the Stakeholder Steering Committee for ratification. Should the stockholders fail to reach consensus to ratify these rules the ratification process shall proceed to the second level of the appeals process. All signatories agree to enforce trail rules through monitoring; educational interactions with trail users, and reporting of violations to City of Austin staff. In situations where rules violations or emergencies pose a threat to public health or safety an appropriate law enforcement agency shall be notified.

Revocation: is a decision by the City of Austin to indefinitely close a trail and revoke public access privileges. Revocation shall be through written notification to all signatories of this memorandum. This action shall be based upon non-compliance with this memorandum of agreement, or the constraints, guidelines, or other provisions of the public access recommendations. Revocation will be enforced until non-compliance is corrected. Revocation may be appealed through the appeals process.

Periodic review: the signatories of this agreement will meet to review the status of this agreement annually before its anniversary date. The status of each signatory shall be confirmed. If a signatory organization is no longer able to meet its obligations under this memorandum a substitute signatory may be added through modification of this agreement. The annual review will also confirm that all the obligations of this agreement are being met and that all trail activities are being conducted in compliance with the public access recommendations including the constraints and guidelines.

Following the annual review, the City of Austin shall notify the signatories to this memorandum of the results of the review in writing. Full compliance shall be so noted. Should deficiencies be revealed in the review, the City of Austin shall provide the signatories with written notice that shall also include a performance plan and schedule for correction of deficiencies.

APPENDIX G

Appeals: any signatory to this memorandum of agreement may appeal revocation or decisions regarding trails rules. Appeals must be presented in writing to all memorandum of agreement signatories. The first level of appeal shall be to the Stakeholder Steering Committee. The Stakeholder Committee may receive and consider any information from the City of Austin or other signatories to this memorandum regarding the revocation and appeal. An appeal may be upheld using the Stakeholder Steering Committee's normal decision-making process of consensus. If the appeal is not upheld, the revocation may be appealed to the City Manager, whose decision is final.

This memorandum may be revised or modified only with consent of all parties.

Withdrawal: any signatory may withdraw from this agreement by providing 90 days notice to all other signatories. Furthermore, if the City of Austin withdraws from this agreement after the trail is constructed and begins operation, the City agrees to maintain public access and assume full responsibility for operation and maintenance. Should other signatories withdraw, they must provide a substitute for their organization who will join the memorandum through modification and assume the obligations of the withdrawing signatory.



STAFF REPORT

S.R. No. 2024-077

PREPARED BY: Dave Robertson, Fire Chief

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 2, 2024

SUBJECT: Procurement 2024-07 Supply of Standby Generators

BACKGROUND:

1. Procurement 2024-07, being a Request for Proposal (RFP) for Standby Generators at 3 municipal locations, closed on June 18, 2024.
2. The 2024 budget has allocated funds to the following municipal departments with locations as described,
 - Infrastructure Services
 - Public Works Facility, Airport Rd. \$40,000
 - Fire Services
 - Williamstown Fire Station. \$16,000
 - Parks, Recreation and Culture
 - Lan-Char Building. \$20,000

ANALYSIS:

3. The specifications of the project were,
 - Public Works Facility.
 - 30 KW, water cooled. Proponents were asked to provide pricing for both diesel and propane fueled options as both fuel sources are located at the site. Administration is in favour of a propane version as it would result in a savings of approximately \$6500.
 - Supply, installation, new concrete pad.
 - Williamstown Fire Station.
 - 24 KW and water cooled.
 - Supply, installation of the new unit and disconnection of a generator at the former John Street Fire Station site.
 - Lan-Char Building.
 - 20 KW and air cooled.
 - Supply, installation, new pad.

4. Submissions received for the various locations are as follows. All prices are shown without HST.

LOCATION	SIZE	FUEL	BUDGET	Delhey Electric	Glengarry Electric
Public Works Facility	30 kW	Diesel	\$40,000.00	\$39,611.99	\$40,350.00
		Propane	\$40,000.00	\$33,095.99	\$33,240.00
Williamstown Fire Station	24 kW	Natural Gas	\$16,000.00	\$30,111.99	\$29,980.00
		Air-Cooled suggestion by Delhey		\$15,257.99	
Lan-Char Building	22 kW	Natural Gas	\$20,000.00	\$15,503.00	\$17,500.00

5. The Williamstown Fire Station specification requested pricing for a water-cooled version. Further consideration of the buildings estimated power load and frequency of use, it is felt that an air-cooled version may be adequate. The financial savings will be just under \$15,000 with a provided value of \$15,257.99. Fire Administration is in favour of this model adjustment and the total price of the overall project will reflect this change.

6. Evaluation Matrix.

EVALUATION CRITERIA	MAXIMUM SCORE	Delhey Electric		Glengarry Electric	
		Rank	Score	Rank	Score
Completeness of Tender	5		5.00		4.00
Degree of Similar Work Experience	10		10.00		10.00
Added Value Options	15		15.00		12.00
Ability to Meet Deadlines	10		10.00		10.00
Early Delivery	10		10.00		10.00
Cost	50		50.00		47
TOTAL	100		100		93

7. As shown in the evaluation matrix, the highest score went to Delhey Electric at 100 points.
8. When examining Added Value Options, Delhey provided,
- A suggestion to change the suggested model at the Williamstown Station to air-cooled for a savings of \$15,000.

- 1 year of free remote monitoring of the systems,
- A suggestion to change the proposed transfer switch at the Fire Station which may lead to a savings of \$250.

9. Administration recommends that the submission provided by Delhey Electric be accepted for all sites.

IMPACT ON 2024 BUDGET:

10. The preferred submission values are all within the departmental budgeted funds for these projects.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 2: Invest in Infrastructure and its sustainability.

RECOMMENDATION:

BE IT RESOLVED THAT Staff Report 2024-077 be received and that the Council of the Corporation of the Township of South Glengarry award RFP 2024-07 to Delhey Electric in the amount of \$63,856.98 and furthermore that the Mayor and Clerk be authorized to sign any relevant documents.

**Recommended to Council for
Consideration by:
Acting CAO Dave Robertson**



STAFF REPORT

S.R. No. 2024-074

PREPARED BY: K. MacDonald, Treasurer/GM of Finance

PREPARED FOR: Council of the Township of South Glengarry

COUNCIL DATE: July 2, 2024

SUBJECT: Funding Agreement for the Renewed Canada Community-Building Fund, 2024-2034

BACKGROUND:

1. The Canada Community-Building Fund, also commonly referred to as the Gas Tax grant, is an annual funding source provided to municipalities. Funding is intended to be invested in essential infrastructure in local communities. South Glengarry has traditionally used this funding source for roads and bridge projects. Details about the program can be found on the Association of Municipalities of Ontario's (AMO) website [here](#).
2. From 2014-2023 South Glengarry received over \$4.8 million in funds to support essential infrastructure projects:

South Glengarry	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Annual allocations	\$ 381,111.16	\$ 381,111.16	\$ 400,166.71	\$ 400,166.71	\$ 419,222.27	\$ 398,921.47	\$ 398,921.47	\$ 417,054.27	\$ 417,054.24	\$ 435,187.06
Top-ups/Legacy funds				\$ 7,084.29		\$ 419,222.27		\$ 400,926.10		
									Total	\$ 4,876,149.18

ANALYSIS:

3. The previous 10-year funding agreement between South Glengarry and AMO has now expired. Allocations for the next five years have been published.

	2024	2025	2026	2027	2028
Annual Allocation	\$ 419,097	\$ 436,559	\$ 436,559	\$ 454,022	\$ 454,022

4. In order to access these funds, the attached agreement must be executed and authorized by by-law.

IMPACT ON 2024 BUDGET:

The agreement allows for the budgeted CCBF funds to be accessed.

ALIGNMENT WITH STRATEGIC PLAN:

2. Invest in infrastructure and its sustainability

RECOMMENDATION:

BE IT RESOLVED THAT Staff report 2024-074 be received and that by-law 2024-44 being a by-law to authorize the Mayor and Clerk to enter into a municipal funding agreement with the Association of Ontario Municipalities for the administration of the Canada Community-Building Fund be read a first, second and third time, passed, signed and sealed in Open Council this 2nd day of July, 2024.

**Recommended to Council for
Consideration by:
Acting CAO Dave Robertson**

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWNSHIP OF SOUTH GLENGARRY

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 AMO Not Liable. In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 Recipient to Compensate Canada. The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 Recipient to Indemnify AMO. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnatee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Township of South Glengarry
6 Oak St., P.O. Box 220
Lancaster, ON K0C 1N0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWNSHIP OF SOUTH GLENGARRY

By: _____

Name: _____

Title: _____

_____ Date

_____ Name:

Title: _____

_____ Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name: _____

Title: Executive Director

_____ Date

_____ Witness:

Title: _____

_____ Date

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. Financial information – and particularly:

- Interest earnings and investment gains – in accordance with Section 5.7;
- Proceeds from the disposal of assets – in accordance with Section 12.1;
- Outgoing transfers – in accordance with Sections 5.3 and 5.4;
- Incoming transfers – in accordance with Section 5.3; and
- Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.

2. Project information – describing each Eligible Project that started, ended, or was ongoing in the reporting year.

3. Results – and particularly:

- Expected outputs and outcomes for each ongoing Eligible Project;
- Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
- Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.

4. Other information – such as:

- Progress made in the development and implementation of asset management plans and systems; and
- The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
 - a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW 2024-44
FOR THE YEAR 2024**

BEING A BY-LAW TO AUTHORIZE ENTERING INTO A MUNICIPAL FUNDING ADMINISTRATIVE AGREEMENT WITH THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO) FOR THE ADMINISTRATION OF THE CANADA COMMUNITY-BUILDING FUND

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Government of Canada, the Government of Ontario, the Association of Municipalities of Ontario (AMO), and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “Administrative Agreement”), which governs the transfer and use of the Canada Community-Building Fund (“CCBF”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario, except the City of Toronto, under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Council of the Corporation of the Township of South Glengarry deems it desirable and necessary to enter into an Administrative Agreement with AMO to access CCBF funding;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY HEREBY ENACTS AS FOLLOWS:

- 1. **THAT** Schedule “A” – Municipal Funding Administrative Agreement between The Association of Municipalities of Ontario and the Corporation of the Township of South Glengarry attached hereto, forms part of this by-law.
- 2. **THAT** the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.
- 3. **THAT** this by-law shall take force and effect upon the passage hereof.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS 2nd DAY OF July 2024.

MAYOR: **CLERK:**

Resolution Number

Title: ITEMS FOR CONSIDERATION

Date: Tuesday, July 2, 2024

Moved by Deputy Mayor Lang

Seconded by _____

The Administrative Monetary Penalty System (AMPS) is an enforcement tool approved by the Provincial Government in August of 2009 and was originally used for parking offences to free up court time and cost.

A large number of municipalities have adopted an AMPS program and have applied AMPS to other Municipal enforcement by-laws as a replacement to the standard Part 1 Provincial Offences Act (POA) ticket system, as it provides the alleged offender with a flexible appeal system and the municipality the ability to apply unpaid penalties on to the property taxes. AMPS frees up valuable Provincial Offences Court time saving the province and the municipalities valuable resources and funds.

AMPS was written into the Building Code Act in December of 2017 however it has not received Royal Assent. AMPS has proven to be a valuable tool for education and enforcement of other Municipal by-laws.

BE IT RESOLVED THAT the Corporation of the Township of South Glengarry support the Council of the Corporation of the Township of Lake of Bays, and ask that AMPS receive Royal Assent. In doing so this would free up time for Building Officials to conduct their primary job (building inspections) instead of having to attend court normally a full day to hear an appeal to Part 1 ticket, at the same time providing the offender a more streamlined appeal system.

CARRIED

TIED

DEFEATED

POSTPONED

Mayor Lachlan McDonald

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Council Meeting

Resolution # 13

Date: Monday, June 24, 2024

Moved by: Jamie MacDonald

Seconded by: Carma Williams

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads and bridges and water wastewater and municipally owned buildings including recreational facilities and libraries ; and

WHEREAS in 2018, the Ontario government mandated all Ontario municipalities to develop capital asset management plans with the stipulation that they be considered in the development of the annual budget; and

WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone; and

WHEREAS the only application approved through the recently awarded Housing Accelerator Fund to a small rural municipality was to Marathon Ontario, who received an allocation of \$1.9 million dollars while over \$1.369 billion going to Ontario's large urban centers, resulting in a 0.2% investment in rural Ontario; and

WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway;

AND WHEREAS small rural Ontario cannot keep pace with the capital investments required over the next 20 years unless both the Provincial and Federal Governments come forward with new sustainable infrastructure funding;

AND WHEREAS it is apparent that both the Federal and Ontario Governments have neglected to recognize the needs of small rural Ontario;



AND THAT both the Federal and Ontario Governments immediately commission a Working Group that includes a member of the Eastern Ontario Wardens Caucus, to develop a plan on how to deal with the impending debt dilemma;

AND FINALLY THAT this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Shelby Kramp-Neuman, Hastings-Lennox Addington; MPP Ric Bresee Hastings-Lennox Addington, AMO, ROMA, FCM, Eastern Ontario Wardens' Caucus and all Municipalities in Ontario

Carried

Deferred

Defeated



Mayor / Deputy Mayor

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 2024-45
FOR THE YEAR 2024**

***BEING A BY-LAW A BY-LAW TO ADOPT, CONFIRM AND RATIFY
MATTERS DEALT WITH BY RESOLUTION.***

WHEREAS s.5 (3) of the *Municipal Act, 2001*, provides that the powers of municipal corporation are to be exercised by its Council by by-law; and

AND WHEREAS it is deemed expedient that the proceedings, decisions and votes of the Council of the Corporation of the Township of South Glengarry at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY ENACTS AS FOLLOWS:**

1. **THAT** the action of the Council at its regular meeting of July 2nd, 2024 in respect to each motion passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and;
2. **THAT** the Mayor and the proper officers of the Township of South Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, The Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. **THAT** if due to the inclusion of a particular resolution or resolutions this By-law would be deemed invalid by a court of competent jurisdiction then Section 1 to this By-law shall be deemed to apply to all motions passed except those that would make this By-law invalid.
4. **THAT** where a “Confirming By-law” conflicts with other by-laws the other by-laws shall take precedence. Where a “Confirming By-law” conflicts with another “Confirming By-law” the most recent by-law shall take precedence.

***READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED AND
SEALED IN OPEN COUNCIL THIS 2nd DAY OF JULY 2024.***

MAYOR: _____ **CLERK:** _____