

Application for Passage of Farm Equipment



Within the Township of North Glengarry there exists gaps left between parcels of land for the Township to use in the future for the construction of Public Highways.

These road allowances may or may not look like a useable road, they may or may not be natural forested areas, open grasslands or swamp areas. In general there is no way to tell if there is a road allowance present without examining a legal land survey of a property adjacent to the unopened road allowance.

Through Bylaw 32-2024 residents who own land adjacent to the road allowances are permitted to use and modify them for the passage of farm equipment with some exceptions. In order to do this the applicant must either secure the agreement of the landowners who would be adjacent to the passage or must have a legal land surveyor place markers that the applicant is responsible for staying within. They must also pay a small fee for installation of signage by the Township to note the area as an unopened road allowance.

To complete the application the applicant must provide a sketch of the road allowance in question that visually represents the road allowance, the adjacent properties and any important landmarks that can be used such as fence lines to establish the limits of the passage. The PIN number and the roll numbers of the land owners adjacent to the passage can then be provided by Township staff. The applicant then needs to consult the adjacent landowners and gain their signatures for agreement to the passage of farm equipment.

Frequently Asked Questions

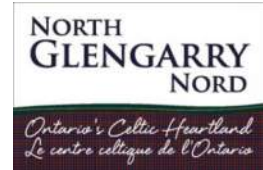
- **What is the difference between a Green Road and an unopened road allowance?**

A green road is an open public road that is maintained by the Township to a level appropriate for its intended usage. Which is as a very low traffic road. It may or may not receive snow plough services during the winter and/or brushing and gravel maintenance. An agreement is not required for passage on a green road

- **Why would an adjacent landowner be motivated to sign an agreement such as this?**

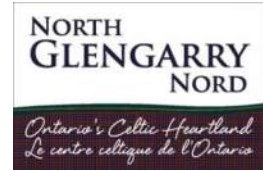
Whether an adjacent landowner agrees or not the applicant is still permitted to use the road allowance. Participating in the agreement allows you to have a say in how the applicant will use the road allowance and establish landmarks and boundaries. Not participating not only deteriorates the relationship between yourself and your neighbours but removes the possibility of having a say in how the road allowance is traversed or modified. Additional terms and conditions can be added to the agreement by adjacent landowners in exchange for establishing clear boundaries that spare the applicant the expense of a legal survey (attach those conditions as separate sheets at the end of the document).

Application Process



1. Applicants will be able to download a copy of the application from the Township website or receive a hard copy from the Township office
https://www.northglengarry.ca/en/town-hall/applicationsformslicensespermits.aspx?_mid_=19711
2. The applicant is then to use the Ontario Land Property Records Portal <https://www.onland.ca/ui/> to find a map that shows the extent of the road allowance for the application (It is not necessary to buy the map). Alternatively, the applicant can make a booking with Township staff to do the mapping portion for them but must wait for staff availability
3. The applicant then needs to contact each of the adjacent landowners and gain their agreement to establish clear boundaries for the equipment to stay within
4. If the landowners do not agree or do not respond within 60 days after the 7 days the applicant has to contact the landowners their answer is assumed to be negative, and the applicant is responsible for the survey costs. At that time or if the agreement is reached earlier the Township will sign and file the agreement

Agreement for Passage of Farm Equipment



This Agreement ("Agreement") is made and entered into on this ____ day of _____, 2024, by and between:

<p>Applicant: Name: _____ Address: _____ Roll # _____ ("Applicant")</p>	<p>Landowner 1: Name: _____ Address: _____ Roll # _____ ("The Landowner 1")</p>
<p>Landowner 2: Name: _____ Address: _____ Roll # _____ ("Landowner 2")</p>	<p>Landowner 3: Name: _____ Address: _____ Roll # _____ ("Landowner 3")</p>
<p>Landowner 4: Name: _____ Address: _____ Roll # _____ ("Landowner 4")</p>	<p>Landowner 5: Name: _____ Address: _____ Roll # _____ ("Landowner 5")</p>
<p>Landowner 6: Name: _____ Address: _____ Roll # _____ ("Landowner 6")</p>	<p>Landowner 7: Name: _____ Address: _____ Roll # _____ ("Landowner 7")</p>

And the Township of North Glengarry

Recitals:

WHEREAS, Landowner 1, Landowner 2, Landowner 3, Landowner 4, Landowner 5, Landowner 6 and Landowner 7 (Hereafter referred to as the Landowners) and the Applicant own adjacent parcels of land located in North Glengarry (the "Properties");

WHEREAS, there is an unopened road allowance (the "Allowance") located between the Properties, which is legally described as follows:

_____;

WHEREAS, The Applicant desires to use the Allowance for the passage of farm equipment;

WHEREAS, The Landowners agrees to permit Applicant to use the Allowance for this purpose, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgement

The Landowners hereby acknowledge that Applicant wishes to use the Allowance as set out in the plan attached (Appendix A) and acknowledge that the markers identified in the plan are sufficient to define the passage. This permission is non-exclusive and does not convey any ownership interest in the Allowance to Applicant.

2. Term

The term of this Agreement shall commence on the date first written above and shall continue for a period of _____ (__) years, unless terminated earlier as provided herein.

3. Conditions of Use

a. Applicant shall use the Allowance solely for the passage of farm equipment.

b. The Applicant shall ensure that the use of the Allowance does not unreasonably interfere with The Landowners' use and enjoyment of their property.

c. Applicant shall be responsible for any maintenance or repairs to the Allowance required as a result of their use.

d. Applicant shall only make alterations to the Allowance for the passage of farm equipment and shall not cause a change in the flow of water across an adjacent property. The applicant shall not interfere or modify a municipal drain or natural body of water in anyway.

e. The applicant shall abide by reasonable conditions added by Landowners and agreed to by the applicant and the Township as specified in Appendix A (Plan of Passage) and Appendix B Additional Conditions

4. Liability and Indemnification

a. Applicant agrees to indemnify, defend, and hold harmless The Landowners and the Township from and against any and all claims, demands, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of or in connection with Applicant's use of the Allowance.

b. Applicant shall maintain liability insurance in an amount not less than \$1,000,000.00 to cover any claims that may arise from their use of the Allowance. A certificate of insurance shall be provided to The Landowners and the Township upon request.

c. The Applicant acknowledges that they are solely responsible for marking out and remaining on the unopened road allowance and is responsible for survey costs resulting from a dispute between Landowners and the use of the unopened road allowance by the applicant.

5. Termination

a. The Township or the Applicant may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.

b. This Agreement shall terminate automatically if Applicant ceases to own the property adjacent to the Allowance.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

8. Amendments

This Agreement may be amended only by a written document signed by the Township of North Glengarry.

9. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the addresses set forth above or to such other address as a party may designate by notice in accordance with this section.

11. Landowners not in agreement

The landowner/landowners of roll numbers

Did not agree to the passage and so the applicant agrees to have a legal land survey of the properties where they are adjacent to the allowance and will maintain clear markers to ensure they do not trespass onto said properties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

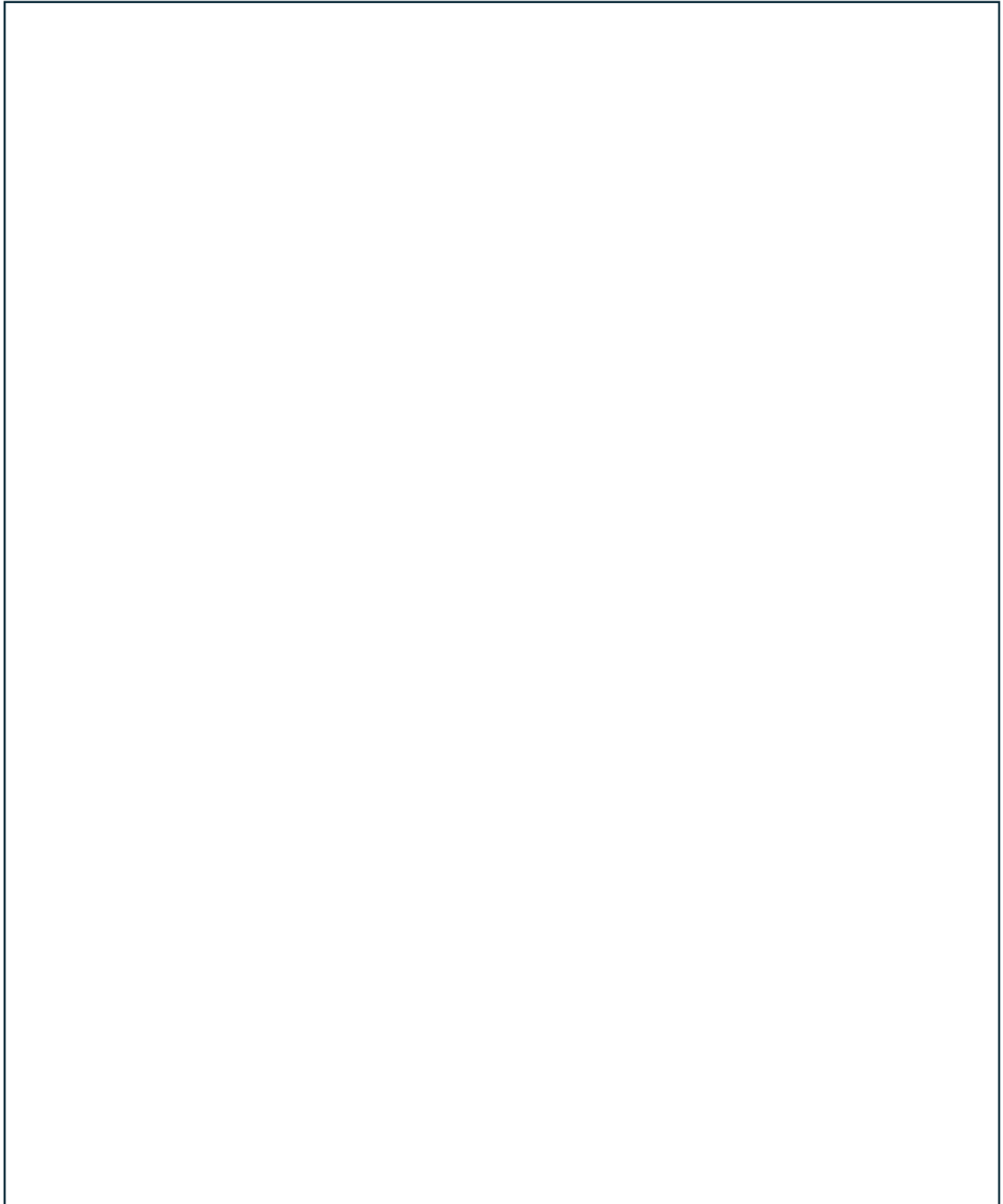
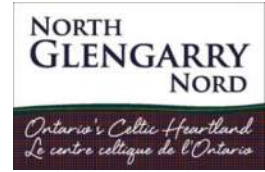
Applicant: Name: _____ Address: _____ City, Province, POST CODE: _____ ("Applicant")	The Landowner 1: Name: _____ Address: _____ City, Province, POST CODE: _____ ("The Landowner 1")
Landowner 2: Name: _____ Address: _____ City, Province, POST CODE: _____ ("Landowner 2")	Landowner 3: Name: _____ Address: _____ City, Province, POST CODE: _____ ("Landowner 3")
Landowner 4: Name: _____ Address: _____ City, Province, POSTCODE: _____ ("Landowner 4")	Landowner 5: Name: _____ Address: _____ City, Province, POST CODE: _____ ("Landowner 5")
Landowner 6: Name: _____ Address: _____ City, Province, POSTCODE: _____ ("Landowner 6")	Landowner 7: Name: _____ Address: _____ City, Province, POSTCODE: _____ ("Landowner 7")

Agent of the Township of North Glengarry

Signature

Dated

Appendix A – Plan



The applicant will extrapolate existing pins present at 011EXAMPLEROLLNUMBER3 and 011EXAMPLEROLLNUMBER5 to establish unopened road allowance boundaries

TOWNSHIP ROAD

property
011EXAMPLEROLLNUMBER1

Surveyed property
011EXAMPLEROLLNUMBER5

011EXAMPLEROLLNUMBER

Existing pins

Existing pins

property
011EXAMPLEROLLNUMBER2

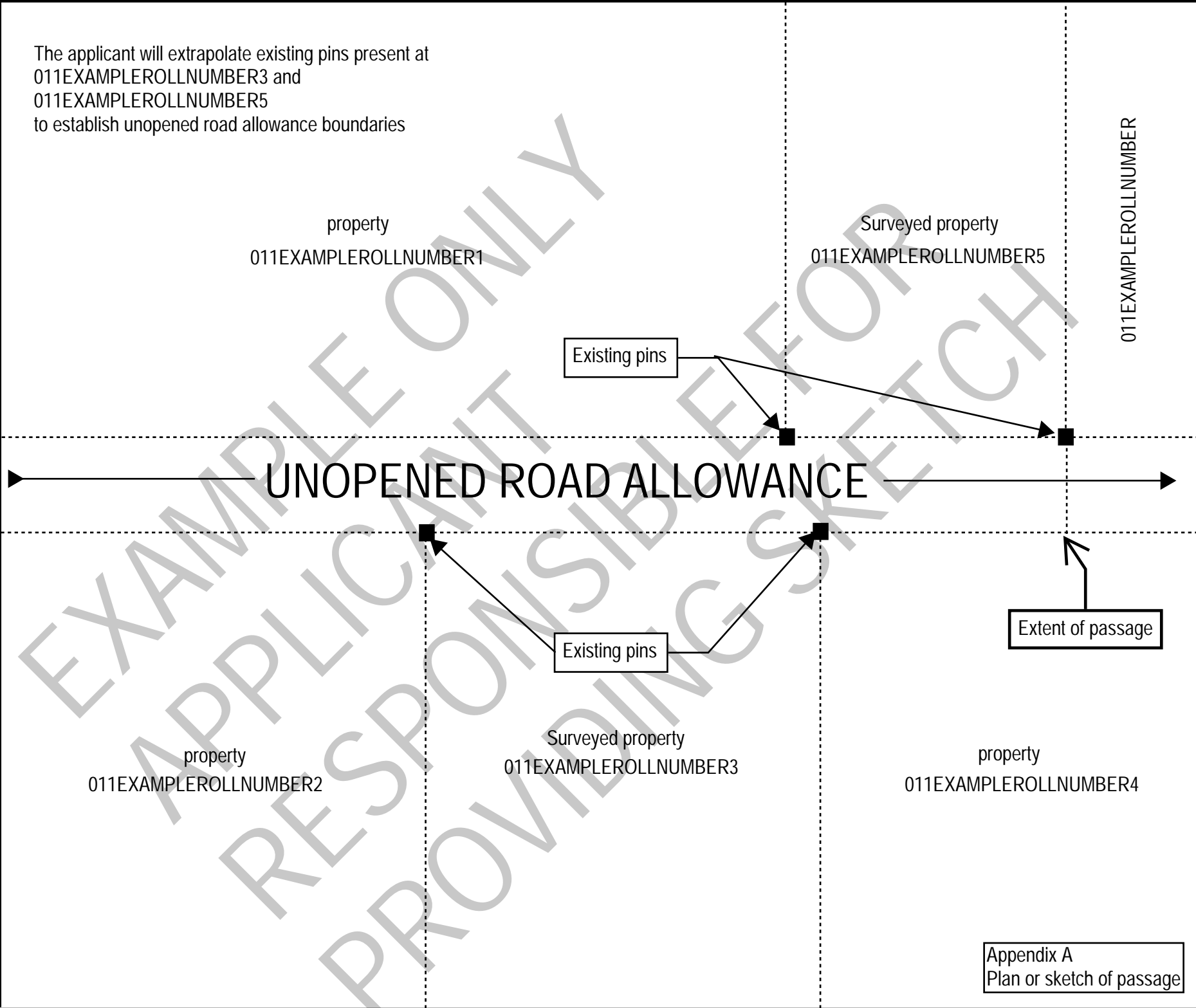
Surveyed property
011EXAMPLEROLLNUMBER3

property
011EXAMPLEROLLNUMBER4

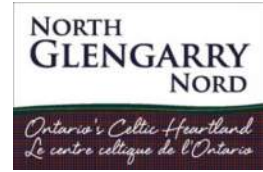
Extent of passage

UNOPENED ROAD ALLOWANCE

Appendix A
Plan or sketch of passage



Appendix B – Additional Conditions



A large, empty rectangular box with a thin black border, intended for additional conditions or text.