

CORPORATION OF THE MUNICIPALITY OF CALVIN

**AGENDA**  
**AD HOC ROADS COMMITTEE – 6<sup>th</sup> MEETING**  
August 9, 2016 @ approx. 8:00 p.m.  
(Immediately following the Regular Meeting of Council)  
Calvin Community Centre

1. **CALL TO ORDER**
  2. **WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**
  3. **PETITIONS AND DELEGATIONS**
  4. **ACTION LETTERS**  
A) Minutes of AD HOC Committee Adopt Minutes of June 28/16
  4. **INFORMATION/REPORTS FROM MUNICIPAL OFFICERS** - Template (DRAFT) of Winter Maintenance Agreement – for Committee Review and Direction
  5. **OTHER INFORMATION AVAILABLE**
  6. **OLD AND NEW BUSINESS** Next steps
  7. **CLOSED SESSION** If Required
  8. **BUSINESS ARISING FROM CLOSED SESSION**
  9. **NOTICE OF MOTION**
  10. **ADJOURNMENT**
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CORPORATION OF THE MUNICIPALITY OF CALVIN

AD HOC ROADS COMMITTEE

MINUTES OF THE FIFTH MEETING - TUESDAY JUNE 28, 2016

The FIFTH meeting of the Ad Hoc Roads Committee was held this date at the Calvin Community Centre.

Present were: Coun Adams, Coun Edwards, Coun O'Connor, Chris Whalley & Lynda Kovacs.

Regrets: 0

Guests: 4

The meeting was called to order following the Regular Council meeting at 7:56 p.m. by the Chair, Councillor Adams.

PECUNIARY/CONFLICT OF INTEREST            None Declared

PETITIONS AND DELEGATIONS                None Received

2016-AH09    ADOPT MINUTES

Moved by Coun O'Connor and seconded by Coun Edwards that the minutes of the AD HOC Roads Committee meeting held on Tuesday April 26, 2016 be hereby approved and will be included in the next regular meeting of Council for consideration of final approval.  
Carried

The chair reported that a Speed Limit By-law (No. 2016-009) had been adopted which sets the maximum speed limit to 50 km per hour on all seasonally maintained roads within the municipality.

Several examples of policies currently in place for municipalities to consider requests for year round maintenance on seasonal or unopened road allowances were brought forward by the Clerk-Treasurer. The time frame to reach DRAFT on such a policy is expected to be quite lengthy, as well as quite costly, due to the consultation and advice that will be needed from our solicitors, and it is therefore unlikely that such a policy will be in place before the end of the 2016 seasonal road maintenance period (June 1<sup>st</sup> to October 1<sup>st</sup> annually).

Discussion turned to Stewart's Road and winter road maintenance. Consensus was that a Winter Maintenance Agreement must be in place as soon as possible between the Municipality of Calvin and any property owner who wishes to be able to access their property outside of the time when annual seasonal road maintenance by the Municipality ends (October 1/16). The Clerk-Treasurer was asked to bring forward a template for Winter Maintenance Agreement to the next AD HOC Roads meeting for review and discussion by the Ad Hoc Committee.

2016-AH10 SCHEDULE NEXT MEETING AND ADJOURNMENT

Moved by Coun Edwards and seconded by Coun O'Connor that the next meeting of the AD HOC Roads Committee be scheduled for Tuesday August 9, 2016, following the regular meeting of Council in the Calvin Community Centre, and that this meeting of the AD HOC Roads Committee now be adjourned at 9:02 p.m.  
Carried

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Chair or Vice-Chair

Clerk

This Agreement made in duplicate, this day of \_\_\_\_\_, 2016

Between

\_\_\_\_\_ OF THE FIRST PART  
(hereinafter) called the "Owner"

- and -

The Corporation of the Municipality of Calvin  
(hereinafter) called "the Municipality" OF THE SECOND PART

**WHEREAS** \_\_\_\_\_ has applied to the Municipality for permission to maintain certain sections of the Road Allowance between Concessions \_\_\_\_\_ & \_\_\_\_\_, Municipality of Calvin, District of Nipissing as shown outlined in red on Schedule "A" attached hereto (the "Allowance") as a private entrance for pedestrians and motor vehicles to Lot \_\_\_\_\_ Concession \_\_\_\_\_ in the Municipality during the period from October 2<sup>nd</sup> in one year to May 31<sup>st</sup> in the following year (the "winter months");

**AND WHEREAS** the Municipality has agreed to permit the Allowance to be so maintained by \_\_\_\_\_ on the understanding that \_\_\_\_\_ will assume all responsibility for such maintenance and for any liability arising out of its use.

**NOW THEREFORE** in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

**1. DESCRIPTION OF ALLOWANCE**

The section of Allowance to which this Agreement applies is described in Schedule "A" attached hereto.

**2. ERECTION OF WARNING SIGN**

\_\_\_\_\_ shall erect a sign at the intersection of the Allowance and any public road(s) to which it connects which reads as follows:

**"THIS ROAD IS PRIVATELY MAINTAINED  
FROM OCTOBER 2<sup>ND</sup> THRU MAY 31<sup>ST</sup>.  
USE AT YOUR OWN RISK".**

The sign shall be approved by the Municipality before it is erected and shall be maintained in good condition by \_\_\_\_\_.

**3. CONDITION OF ALLOWANCE**

\_\_\_\_\_ shall maintain the Allowance in a condition that is safe and is reasonably consistent with the volume and type of traffic using it during the winter months.

\_\_\_\_\_ acknowledges and agrees that the Municipality has no responsibility or liability whatsoever for maintaining the Allowance during the winter months.

**4. LIABILITY OF (NAME)**

a) Indemnification - \_\_\_\_\_ covenants and agrees to indemnify the Municipality from all claims, costs and causes of action of any nature or kind whatsoever arising out of \_\_\_\_\_'s maintenance or use of the Allowance or in consequence of this Agreement.

b) Insurance Coverage - Prior to the commencement of the work which is authorized by this Agreement, \_\_\_\_\_ shall deposit with the Municipality of Calvin a certified copy of a current policy of insurance with an insurance company and in a form which is satisfactory to the Municipality

insuring for the joint benefit of \_\_\_\_\_ and the Municipality against any liability that may arise out of the maintenance or use of the Allowance or that may accrue to the Municipality in consequence of this Agreement. The policy shall:

- i) be kept in force during the periods of time for which \_\_\_\_\_ is responsible for the maintenance of the Allowance;
  - ii) provide coverage of at least \$2,000,000 or such other amount as the Municipality in its discretion may require from time to time;
  - iii) name the Municipality as an insured party;
  - iv) contain a cross-liability clause; and
  - v) contain an endorsement which requires the insurer to notify the Municipality at least 15 days prior to the cancellation or termination of the policy for any reason.
- c) Insurance Premiums - \_\_\_\_\_ shall, as required from time to time by the Municipality, provide proof that premiums on the insurance policy have been paid as they fall due, and that the insurance policy is in full force and effect.
- d) Claims in Excess of Coverage – The issuance of the insurance policy required by this Agreement shall not be construed to relieve \_\_\_\_\_ in any way from its responsibility for any claims for which it is liable or against which it has indemnified the Municipality that may exceed the amount of the insurance coverage.

**5. TERMINATION OF AGREEMENT**

a) Permission May be Withdrawn – The Municipality may at any time withdraw the permission to maintain the Allowance if \_\_\_\_\_ is in breach of any of the terms of this Agreement or if the Municipality, in its sole discretion, determines that it is in the best interests of the public to do so.

**6. NON-ASSIGNMENT**

\_\_\_\_\_ may not assign its rights and obligations under this Agreement without the express prior written consent of the Municipality.

**7. GENERAL**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

The Corporation of the Municipality of Calvin

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk-Treasurer

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Name of \_\_\_\_\_

\_\_\_\_\_  
Name of \_\_\_\_\_