



## Calvin

October 20, 2022 - Special Meeting of Council - 07:00 PM

- 1 Call To Order
- 2 Disclosure of Pecuniary Interest
- 3 Purpose
- 4 Business
- 4.1 Road Agreement with Kevin and Cindy Grant

### **RESOLUTION**

Whereas Stewart's Road is a seasonally maintained road;

And Whereas members of the public are prohibited from carrying out work on municipal roads without the express permission of the Municipality for reasons of public safety and municipal liability;

And Whereas Kevin and Cindy Grant desire year-round access to their property on Stewart's Road and have petitioned the Municipality on many occasions for year-round maintenance of Stewart's Road;

And Whereas the Municipality has decided not to increase the level of service by increasing the level of road maintenance on Stewarts Road and advised Kevin and Cindy Grant that they may enter into a Road Use Agreement with the Municipality which would allow them to carry out certain road maintenance activities on Stewarts Road during the winter season;

And Whereas other property owners residing on seasonally maintained roads in the Municipality have entered into a similar Road Use Agreement;

And Whereas the Road Use Agreement ensures that property owners who perform work on seasonally maintained roads assume liability for their work and indemnify the Municipality for any damage or injuries caused by their work;

And Whereas Kevin and Cindy Grant caused to be carried out road maintenance activities without the express permission of the Municipality;

And Whereas the Municipality in good faith attempted to resolve the matter without success and thereafter sought legal redress;


And Whereas Kevin and Cindy Grant have since decided to enter into a Road Use Agreement with the Municipality and have submitted a signed Road Use Agreement to the Municipality;

And Whereas Council for the Municipality of Calvin deems it to be in the best interest of the Municipality to enter into the Road Use Agreement with Kevin and Cindy Grant;

Now Therefore Be It Resolved that Council for the Corporation of the Municipality of Calvin hereby authorizes the Mayor and the Interim Clerk to sign the Road Use Agreement on behalf the Municipality.

**Recorded Vote:**

<u>Member of Council</u>	<u>In Favor</u>	<u>Opposed</u>
Mayor Pennell		
Councillor Castelijm		
Councillor Cross		
Councillor Shippam		

- 4.2  Road Agreement (Kevin and Cindy Grant- Stewart's Road)  
Bylaw 2022-60 Being a Bylaw to Appoint a Treasurer

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED THAT:**

“Bylaw 2022-60 being a By-Law to appoint a Treasurer be read and adopted.”

**Recorded Vote:**

<u>Member of Council</u>	<u>In Favor</u>	<u>Opposed</u>
Mayor Pennell		
Councillor Castelijm		
Councillor Cross		
Councillor Shippam		

- 5  Bylaw 2022-60 Being a Bylaw to Appoint a Treasurer

**Adjournment**

**RESOLUTION**

**NOW THEREFORE BE IT RESOLVED THAT:**

“The Special Council Meeting of October 20, 2022, be adjourned at XX:XX P.M..”

## ROAD USE AGREEMENT

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**

(hereinafter called the "Municipality")

OF THE FIRST PART

-and-

**KEVIN LLOYD GRANT and CINDY ANNE MARIE GRANT**

(hereinafter called the "Grant's")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the seasonally maintained road called "Stewart's Road";

AND WHEREAS the Grant's have applied to the Municipality for permission to use certain sections of Stewart's Road more particularly described in Schedule "A" attached hereto (the "Premises") as a driveway and to perform maintenance on those sections during the period from October 1st in one year to May 31st in the following year (the "winter period");

AND WHEREAS the Municipality has agreed to permit certain sections of Stewart's Road to be so used on the understanding that the Grant's will assume all responsibility for maintenance of the driveway and for certain liability arising out of its use as specified in this Agreement;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. PERMISSION TO USE

- 1.1 The Municipality hereby grants to the Grant's non-exclusive permission to use the Premises as a driveway to access their lands and premises as described in Schedule "B" (the Grant's Lands) including maintenance and snowplowing during the winter period. Notwithstanding the granting of this permission the Municipality shall continue to have the right to use the Premises and the

Premises shall continue to be open for public usage. The Grant's shall not be permitted to install or erect any barriers, fencing or signage indicating that the Premises are for the Grant's sole and exclusive use.

## 2. TERM

- 2.1 Subject to termination for the reasons hereinafter set out, this Agreement shall continue unless and until the Municipality, in its sole and unfettered discretion, determines that the Premises are required for municipal purposes that are inconsistent with this Agreement or that it is in the best interests of the Municipality to terminate this Agreement. In such event, the Municipality shall give to the Grants at least six (6) months' notice in writing of its intention to terminate this Agreement.
- 2.2 In the event that the Grants fail to keep, observe or perform any of the terms, conditions, covenants and agreements herein contained which the Grants are required to keep, observe or perform for a period of fifteen (15) days after notice in writing of such failure has been given to the Grants then, at the option of the Municipality, the Municipality may terminate this Agreement by giving notice in writing to the Grants.
- 2.3 In the event that the use of the Premises for the purposes more particularly set out in this Agreement have been discontinued for a period of more than twelve (12) consecutive months then the Municipality may terminate this Agreement by giving notice in writing to the Grants.
- 2.4 This Agreement shall terminate in the event that the Grants are no longer the registered owner of the Grants' Lands unless a Transfer of the Agreement has been completed.
- 2.5 Notwithstanding the Municipality's right of termination as set out herein the Municipality may also remedy a default of the Grants and the Grants agree to be responsible for all costs incurred by the Municipality with respect to correcting the said default.
- 2.6 In the event that the Municipality establishes Stewart's Road as a year- round maintained municipal road this Agreement shall terminate without notice.

3. CONDITION OF PREMISES

The Grants accept the Premises in an "as is" condition and shall not make any improvements or alterations to the Premises, other than snowplowing, without the prior written consent of the Municipality.

4. NO INTEREST IN LAND

The Grants acknowledge that this Agreement shall in no way create any interest in land or easement rights.

5. MAINTENANCE AND REPAIR

5.1 The Grants agree to maintain the Premises, including any permitted improvements or alterations, so that the Premises will at all times be in good repair and safe for use during the winter period. Upon termination of this Agreement the Grants agree to leave the Premises in good repair and safe for use and this provision shall survive the termination of this Agreement.

5.2 The Grants acknowledge that the Municipality does not have any obligation or responsibility whatsoever for the care and use of the Premises including tree or vegetation removal, sanding during the winter period.

5.3 The Grants acknowledge that this Agreement does not increase any local services provided by the Municipality.

6. INDEMNIFICATION FROM LIABILITY

The Grants agree and covenant to indemnify and save harmless the Municipality and its employees, officers, directors, agents, servants and invitees (collectively, the "Indemnified Parties") from and against any and all loss, liability, damages, costs and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the exercise by the Grants of the Agreement rights granted herein or arising from or as a result of any act or omission of the Grants resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Grants, the Grants shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the

name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

## 7. TRANSFER OF AGREEMENT

7.1 The Grants shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Municipality which shall not be unreasonably withheld or delayed, but shall be subject to the following conditions:

- (a) the transferee entering into a new Agreement with the Municipality substantially on the same terms as provided for herein;
- (b) the transferee being the registered owner of the Grants' Lands;
- (c) the transferee being responsible for the reasonable legal and administrative costs incurred by the Municipality with respect to the transfer and the new Agreement.

## 8. SIGNAGE

The Grants shall erect signage at both the north and south end of the Premises which read as follows:

This is a privately maintained road between October 1st in one year and May 31st in the following year. Use at your own risk.

The signage shall be prior approved in writing by the Municipality before being erected and shall be maintained in good condition by the Grants.

## 9. NOTICE

Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given by personal delivery, by prepaid first class mail or by electronic transmission addressed to the respective parties as follows:

To the Municipality: The Corporation of the Municipality of Calvin  
Attention: Municipal Clerk  
1355 Peddlers Drive, R.R. #2  
MATTAWA, Ontario, P0H 1V0  
Email: [clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)

To the Grants: Kevin Grant and Cindy Grant  
183 Stewarts Road  
Mattawa, Ontario, P0H 1V0  
Email: [kgrant@hotmail.ca](mailto:kgrant@hotmail.ca)

or to such other address or email address as either party may from time to time notify the other. Any notice given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof and if given by email transmission on the same day as the date of sending providing that an email transmission report is generated and retained. Any notice sent by prepaid first class mail as aforesaid shall be deemed to have been given and received on the 5th day (excluding Saturdays, Sundays and Statutory Holidays) following the date of mailing.

## 10. GENERAL

- 10.1 Time shall in all respects be of the essence hereof.
- 10.2 No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by the Grants at any time or times in respect of any terms, conditions, covenants or agreements contained herein shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred or implied by anything done or omitted by the Municipality, save only an express waiver in writing.
- 10.3 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

10.5 This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

10.6 In the event that this Agreement is granted to more than one person then the obligations of all persons herein shall be joint and several.

SIGNED, SEALED AND DELIVERED BY:

the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CORPORATION OF THE  
MUNICIPALITY OF CALVIN

Per: \_\_\_\_\_

Name: Ian Pennell

Title: Mayor

Per: \_\_\_\_\_

Name:

Title: Clerk-Treasurer

I/We have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED BY:

the Grants this 17<sup>th</sup> day of October, 2022.

Craig Antonio  
Witness

Kevin Grant  
KEVIN LLOYD GRANT

Craig Antonio  
Witness

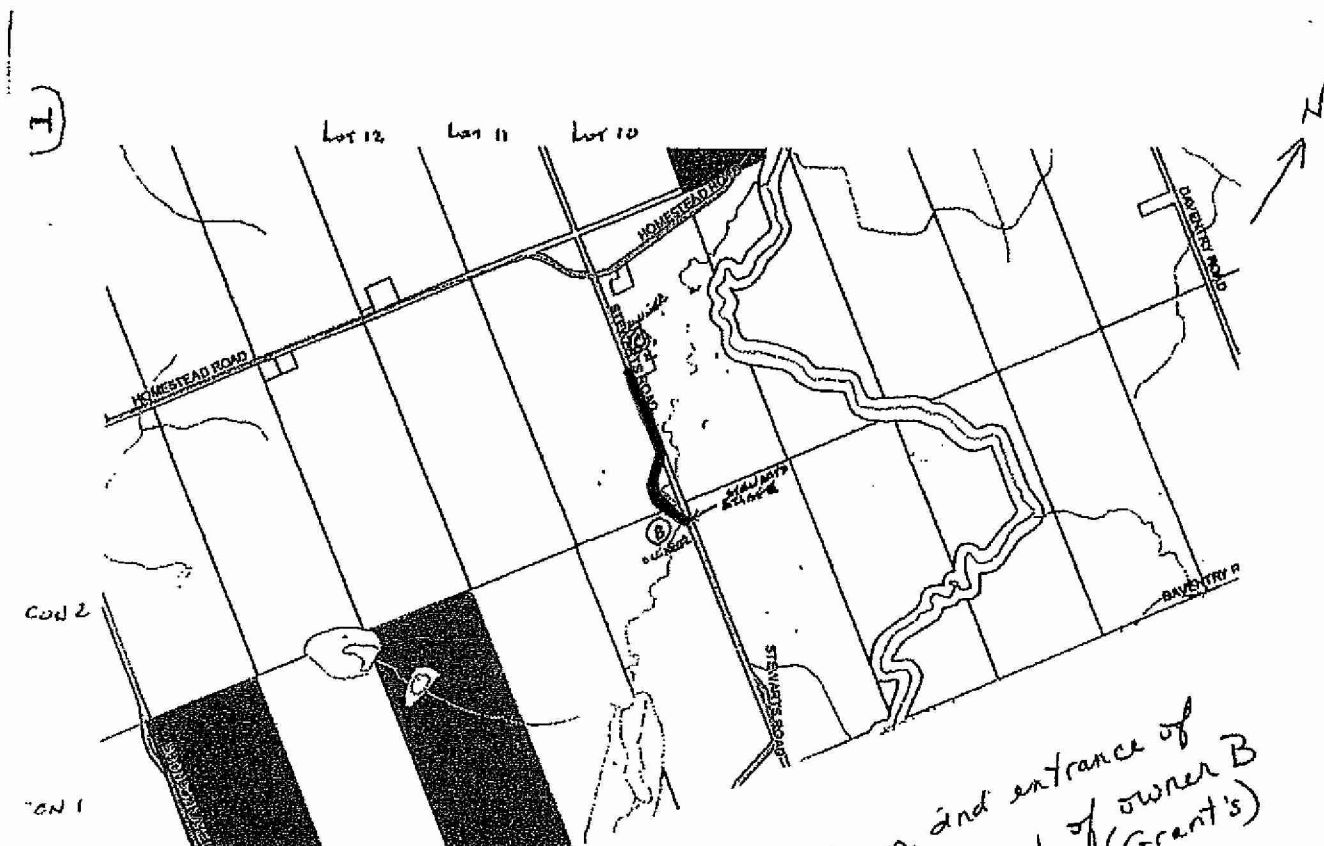
Cindy Grant  
CINDY ANNE MARIE GRANT



**THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE MUNICIPALITY OF CALVIN AND KEVIN LLOYD GRANT AND CINDY GRANT**

**THE PREMISES**

See Attached Map.



Road agreement from end entrance of Owner C to driveway of owner B (Grant's)

**THIS IS SCHEDULE "B" TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE MUNICIPALITY OF CALVIN AND KEVIN LLOYD GRANT AND CINDY GRANT**

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**THE GRANTS' LANDS**

PIN 49109-0166

PCL 6394 SEC NIP; LT 11-12 CON 1 CALVIN; CALVIN; DISTRICT OF NIPISSING

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

**BYLAW NUMBER 2022-060**

**BEING A BY-LAW TO APPOINT A TREASURER**

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**Legal Authority**

**Scope of Powers**

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

**Powers of a Natural Person**

Section 9 of the *Municipal Act* 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.

**Powers Exercised by Council**

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

**Powers Exercised by By-law**

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

**Appoint a Treasurer**

Section 286(1) of the *Municipal Act* provides that the municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality.

**Direction**

Council of the Corporation of the Municipality of Calvin deems it necessary and expedient to pass a bylaw to appoint a Treasurer

Council of the Corporation of the Municipality of Calvin therefore enacts as follows:

1. That Leanne Crozier is hereby appointed Treasurer.
2. That the powers and duties of the Treasurer shall be as set forth in the *Municipal Act*, and every other Act that sets out powers and duties for a municipal Treasurer.
3. That this bylaw repeals Bylaw 2022-34.
4. That this bylaw supersedes any bylaw previously passed that is contrary to this bylaw.
5. This by-law takes effect on the day of its final passing.

Read and adopted by Resolution \_\_\_\_\_ this 20<sup>th</sup> Day of October 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK