



The Corporation of the Municipality of West Nipissing /
La Corporation de la Municipalité de Nipissing Ouest

Resolution No.

2021 /

NOVEMBER 16, 2021

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

WHEREAS the Municipality of West Nipissing has received Private Road Winter Maintenance Agreements for certain roads within the municipality;

AND WHEREAS the roads in question have been duly inspected and identified as meeting the municipality's standards for maintenance;

BE IT RESOLVED THAT the Mayor and Chief Administrative Officer be authorized to sign the 2021-2022 Private Road Winter Maintenance Agreements with the residents of each of the following roads:

ROAD	STATUS
ALFRED ROAD	Inspections successfully completed – meets municipal standards for maintenance
ARGO ROAD	Inspections successfully completed – meets municipal standards for maintenance
PELLERIN ROAD	Inspections successfully completed – meets municipal standards for maintenance
POINT ROAD	Inspections successfully completed – meets municipal standards for maintenance
PRANG'S LANE	Inspections successfully completed – meets municipal standards for maintenance
ST-JEAN ROAD	Inspections successfully completed – meets municipal standards for maintenance

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
Ward 7 (vacant)		
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: _____

DEFEATED: _____

DEFERRED OR TABLED: _____

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

JUN 22 2021

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

AND: (Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)

* Please see attached form *

Landowners on title of ALFRED ROAD,

% Mr. / Ms. / Mrs. Ms. Véronique Rouleau, landowners' representative

OR: _____, Developer on title of ALFRED ROAD /

Subdivision

WHEREAS at its meeting held on November 21st, ²⁰²¹~~2006~~, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, ²⁰²¹~~2006~~ and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of ALFRED ROAD ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- a) "Winter Maintenance" shall mean snow plowing only.
- b) This Agreement is for Services rendered only.
- c) ALFRED ROAD must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of ALFRED ROAD or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
2. The Term of this agreement shall be from the date that all signatures have been obtained until March 31, of the following year.
3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

or the upgrading has been completed, the Director of Operations or his or her designate, shall, upon request, re-inspect the roadway to ensure that it is acceptable for winter service and shall notify the property owners' representative of his or her findings.

5. The Landowners or the Developer understand and agree that failure to follow any of the above **TERMS AND CONDITIONS** may result in the termination of this agreement. This agreement may also be terminated at any time by either party for any reason.
6. All communications between the parties shall be directed as follows:

ON BEHALF OF THE APPLICANTS:

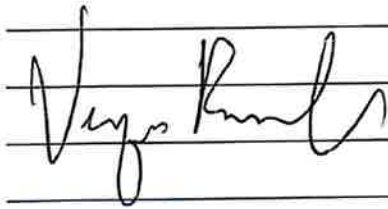
Mr./Ms./Mrs. Ms. Véronique Rouleau
Address: 35 Alfred Road
Verner ON POH 2M0
Telephone Number(s): 705-358-1308

Signed, Sealed and Delivered in the presence of:

▼ **REQUIRED** ▼

Signatures of Landowners on roadway:

* Please see attached form *



Date

Monday June 21st, 2021

ON BEHALF OF THE MUNICIPALITY:

Chief Administrative Officer (or assigned delegate)
Municipality of West Nipissing
Suite 101, 225 Holditch St.,
Sturgeon Falls, ON P2B 1T1
(705) 753-0952 or (705) 753-2250

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING:**

Joanne Savage, Mayor

Jean-Pierre (Jay) Barbeau
Chief Administrative Officer

Date

JUN 22 2021

Print & AddressSign

{ ALFRED MICHEL

{ 41 ALFRED Rd.

{ 35 ALFRED Rd

{ VERONIQUE SHANK

{ HELENE LANDRY

{ LUCIEN LANDRY

{ 33 Alfred Rd.

{ 4 ALFRED Rd

{ Wayne Stoddart

{ Jocelyne Shank

{ 37 Alfred Rd

{ Mike Horner

{ # 4

Durocher Rd

{ Lucien Allaire

{ # 21

Allaire Rd

Alfred Michel

Veronique Shank

Helene Landry

Lucien Landry

Wayne Stoddart

Jocelyne Shank

Mike Horner

Lucien Allaire

Andre St-Jacques 39 Alfred Kenneth Pauze 17 Allaire Rd
 PATRICK & SAN MOYLAN 22 Durocher Sylvie Martelli 25 Allaire Rd
 PETER BRASSARD 10 Durocher Rd. Rick Croux 19 Allaire Rd.
 BLAIR BRASSARD 12 Durocher Rd. Claude Davidson (2)
 Karen Pauze 14 Durocher Rd. JOANNE Davidson
 Denis Davidson - 4 Davidson Justin Davidson - 6 David
 Diane Davidson - RICHARD & JEANNE ASSLIN
 Landowners on title of MADE

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

JUN 30 2021

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

AND: *(Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)*

Léo Lalonde - 18 Argo _____
Gerry Soulières - 24 Argo _____
Gerry Gilpin - 10 Argo _____
Richard Burgin - 6 Argo _____
Ed Teege - 2 Argo _____
Gaston Pellerin _____

Landowners on title of ARGO ROAD ,

% Mr. / Ms. / Mrs. Mr. Léo Lalonde , landowners' representative

OR: _____, Developer on title of ARGO ROAD /

Subdivision

WHEREAS at its meeting held on November 21st, 2006, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, 2006 and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of ARGO ROAD ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- a) "Winter Maintenance" shall mean snow plowing only.
- b) This Agreement is for Services rendered only.
- c) ARGO ROAD must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of ARGO ROAD or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
2. The Term of this agreement shall be from the date that all signatures have been obtained until March 31, of the following year.
3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

JUN 28 2021

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

AND: (Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)

MICHEL LAMARCHE	92 CHEMIN PELLERIN
Bryan + Dawn Jones 104 Pellerin Rd	Roch Pellerin 75 Pellerin
98 Carmene Benoit Majeux	
Don Smith 85	
Kelly + Lesley Reed	100 PELLERIN
Fern Pellerin 49 Pellerin	

Landowners on title of PELLERIN ROAD,

% Mr. / Ms. / Mrs. Mr. Fern Pellerin, landowners' representative

OR: _____, Developer on title of PELLERIN ROAD

/ Subdivision

WHEREAS at its meeting held on November 21st, 2006, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, 2006 and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of PELLERIN ROAD ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- "Winter Maintenance" shall mean snow plowing only.
- This Agreement is for Services rendered only.
- PELLERIN ROAD must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of PELLERIN ROAD or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
2. The Term of this agreement shall be from the date that all signatures have been obtained until March 31, of the following year.
3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

or the upgrading has been completed, the Director of Operations or his or her designate, shall, upon request, re-inspect the roadway to ensure that it is acceptable for winter service and shall notify the property owners' representative of his or her findings.

5. The Landowners or the Developer understand and agree that failure to follow any of the above **TERMS AND CONDITIONS** may result in the termination of this agreement. This agreement may also be terminated at any time by either party for any reason.

6. All communications between the parties shall be directed as follows:

ON BEHALF OF THE APPLICANTS:

Mr./Ms./Mrs. Mr. Fern Pellerin

Address: 49 Pellerin Road
Verner ON P0H 2M0

Telephone Number(s): 705-594-2413

Signed, Sealed and Delivered in the presence of:

▼ **REQUIRED** ▼

Signatures of Landowners on roadway:

Daon Jones
Robert Pellerin
Robert Pellerin
FB
Fern Pellerin
Fern Pellerin

Date

ON BEHALF OF THE MUNICIPALITY:

Chief Administrative Officer (or assigned delegate)
Municipality of West Nipissing
Suite 101, 225 Holditch St.,
Sturgeon Falls, ON P2B 1T1

(705) 753-0952 or (705) 753-2250

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING:**

Joanne Savage, Mayor

Jean-Pierre (Jay) Barbeau
Chief Administrative Officer

Date

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

JUN 30 2021

AND: (Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)

DAVID + LILLIAN JOHNSON #33 BEVERLY BRASARD #44
 GISELE + CHRIS ARSENAULT #3 JULIE + MICHELINE SPENCER #42
 VERA LECLERC (PARSED) daughter #25 JULIE SPENCER + ROY VINAL #40
 MIKE + ROBBIE LIMOGES #27 TOM + LINDSAY CHOLEWINSKY #32
 DAVE + NIKKIE MATTIAZZI #51 CLAUDE CASTONGUAY + CAROLE DUMONT #28
 PETER + DIANE KNOBLAUGH #53 PAULINE KEABLE #16
 RHEAL + JOANNE CHARETTE #50 GLENN + SHANNON TUZNET #23
 PETER BITZER #46 ERIC + ROSE BLAIS #45

Landowners on title of POINT ROAD,

% Mr. / Ms. / Mrs. Mr. David & Lillian Johnson, landowners' representative

OR: _____, Developer on title of POINT ROAD /

Subdivision

WHEREAS at its meeting held on November 21st, 2006, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, 2006 and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of POINT ROAD ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- a) "Winter Maintenance" shall mean snow plowing only.
- b) This Agreement is for Services rendered only.
- c) POINT ROAD must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of POINT ROAD or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
2. The Term of this agreement shall be from the date that all signatures have been obtained until March 31, of the following year.
3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

or the upgrading has been completed, the Director of Operations or his or her designate, shall, upon request, re-inspect the roadway to ensure that it is acceptable for winter service and shall notify the property owners' representative of his or her findings.

5. The Landowners or the Developer understand and agree that failure to follow any of the above **TERMS AND CONDITIONS** may result in the termination of this agreement. This agreement may also be terminated at any time by either party for any reason.

6. All communications between the parties shall be directed as follows:

ON BEHALF OF THE APPLICANTS:

Mr./Ms./Mrs. Mr. David & Lillian Johnson

Address: 692 Sunnyside Road
Sudbury ON P3G 1J6

Telephone Number(s): 705-669-7863 (c)

Signed, Sealed and Delivered in the presence of:

✓ **REQUIRED** ✓

Signatures of Landowners on roadway

#33 David & Lillian Johnson, R. Daigle
#76 Willem & Helen Kempeers
#51 Nikki + Dave Mathurzyn
#53 Peter Diane Kehlman
#28 Claude Casonguay & Candie Dumont Cst
#27 Michel et Roberte Limoges T2
#32 Tom Chakwinsky
#25 VERA LECLAIR D'Academy
#44 BEV BRASSARD Beverly Brassard
#50 Rachel Joanne Charette Joanne Charette
#40 ROY VINAIL & JULIENNE SPENCER Julie Spencer
#42 JULIENNE SPENCER Julie Spencer
#3 C4G ARSENAULT
#45 Eric B.A.S.
#46 PETER BITZER (in Germany)
#23 GLENN & JANNON TURNIT (UNAVAILABLE)
#16 PAULINE KEABLE (UNAVAILABLE)

ON BEHALF OF THE MUNICIPALITY:

Chief Administrative Officer (or assigned delegate)
Municipality of West Nipissing
Suite 101, 225 Holditch St.,
Sturgeon Falls, ON P2B 1T1

(705) 753-0952 or (705) 753-2250

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING:**

Joanne Savage, Mayor

Jean-Pierre (Jay) Barbeau
Chief Administrative Officer

Date

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

JUN 09 2021

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

AND: (Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)

GERRY DUQUETTE	135 PRANG'S LANE
REGAN THOMPSON	432 PRANG'S LANE
GASTON LEMIEUX	223 PRANG'S LANE
RICK LEMIEUX	513 LEMIEUX ROAD
LIZ SCOTT	195 PRANG'S LANE

Landowners on title of PRANG'S LANE,

% Mr. / Ms. / Mrs. Mr. Gerry Duquette, landowners' representative

OR: _____, Developer on title of PRANG'S LANE

/ Subdivision

WHEREAS at its meeting held on November 21st, 2006, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, 2006 and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of PRANG'S LANE ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- a) "Winter Maintenance" shall mean snow plowing only.
- b) This Agreement is for Services rendered only.
- c) PRANG'S LANE must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of PRANG'S LANE or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
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3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

or the upgrading has been completed, the Director of Operations or his or her designate, shall, upon request, re-inspect the roadway to ensure that it is acceptable for winter service and shall notify the property owners' representative of his or her findings.

5. The Landowners or the Developer understand and agree that failure to follow any of the above **TERMS AND CONDITIONS** may result in the termination of this agreement. This agreement may also be terminated at any time by either party for any reason.

6. All communications between the parties shall be directed as follows:


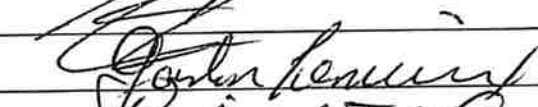
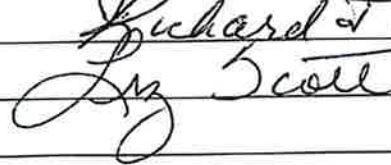
ON BEHALF OF THE APPLICANTS:

Mr./Ms./Mrs. Mr. Gerry Duquette
Address: 135 Prang's Lane
PO Box 6, Site 3
Monetville ON POM 2K0
Telephone Number(s): 705-898-2115

Signed, Sealed and Delivered in the presence of:

▼ REQUIRED ▼

Signatures of Landowners on roadway:

June 03/21
Date

ON BEHALF OF THE MUNICIPALITY:

Chief Administrative Officer (or assigned delegate)
Municipality of West Nipissing
Suite 101, 225 Holditch St.,
Sturgeon Falls, ON P2B 1T1
(705) 753-0952 or (705) 753-2250

THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING:

Joanne Savage, Mayor

Jean-Pierre (Jay) Barbeau
Chief Administrative Officer

Date

**PRIVATE AND UNASSUMED ROADS SERVICE AGREEMENT
WINTER MAINTENANCE OF PRIVATE AND UNASSUMED ROADS**

BETWEEN:

RECEIVED

MAY 27 2021

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

AND: (Please print the name & address of all landowners on whose property any or part of the private portion of the roadway passes; signatures of these individuals to be obtained on page 3 of the document)

Pauline St-Jean 81
Marie St-Jean 84
Marie St-Jean 99
B. Marcoux 108
Claude Marcoux 77
Paulette Becher 54
Benoit Marcoux 95
Nicole Rainville 91

Landowners on title of ST-JEAN ROAD,

% Mr. / Ms. / Mrs. Mr. Benoit Marcoux, landowners' representative

OR: _____, Developer on title of ST-JEAN ROAD

/ Subdivision

WHEREAS at its meeting held on November 21st, 2006, the Council for the Corporation of the Municipality of West Nipissing adopted Policy No. 2006/418, further amended on December 19, 2006 and on _____ (copy attached as Appendix "A"), regarding the winter maintenance of privately-owned roads and roads owned by the Municipality but which are yet un-assumed;

AND WHEREAS the Municipality of West Nipissing wishes to enter into an agreement with The Landowners of ST-JEAN ROAD ;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree as follows:

1. The following terms and conditions apply to this agreement:

- "Winter Maintenance" shall mean snow plowing only.
- This Agreement is for Services rendered only.
- ST-JEAN ROAD must have the appropriate number of permanent residences, being (number to be determined by the Director of Public Works or his / her designate for each road).

- d) The work warranted on the road must be achievable without causing damage to municipal equipment, private property, or risks to public or operator safety in the sole opinion of the Municipality and the Director of Operations.
 - e) The Municipality is not responsible for, nor will it upgrade, repair or maintain the condition of the road in any way, means or form at any time during the year.
 - f) The Property Owners or the Residents of the Road or the Developer requesting the service shall, at their own expense, visibly erect and maintain in good condition proper and approved signage indicating to all passersby or the general public that the road is not municipally maintained and is to be used at their own risk.
 - g) This Service Agreement shall in no way be construed as an acceptance or assumption of ST-JEAN ROAD or _____ subdivision by the Municipality of West Nipissing.
 - h) The Landowners or the Developer agree to indemnify and save harmless the Municipality of West Nipissing for any injury, loss or damage of any kind caused as a result of the work being done under this Service Agreement.
 - i) The Municipality of West Nipissing shall not be responsible for any deterioration of the road or any private property during the term of the Service Agreement, whether such deterioration results from its own activities related to snow plowing or from any other activity or natural process.
 - j) The Municipality of West Nipissing reserves the right to withhold the services due to poor or unsafe conditions at any time during this agreement. Poor or unsafe conditions will be deemed so at the sole discretion of the Municipality as determined by the opinion of the Director of Operations or his or her designate.
 - k) The Municipality reserves the right to withhold the services if it is deemed, in the sole opinion of the Municipality, that providing the services would damage the road and / or snow removal equipment.
 - l) Roads under this agreement shall all be considered as Class 6 under the Minimum Maintenance Standards for the Province of Ontario, which means that there is no standard included in Ontario Regulation 239/02 as to the amount of snow accumulation required before deployment and the time lapse after a snow event before any snow plowing of the road will occur.
2. The Term of this agreement shall be from the date that all signatures have been obtained until March 31, of the following year.
3. There shall be no cost related to this snow plowing agreement.
4. Entering into this agreement shall not imply that an agreement will be renewed. The road shall be reviewed on an annual basis. Any repairs or upgrading required to bring the road to an acceptable state for service under this agreement shall be done by the property owners, who will bear all costs associated with the repairs or upgrading. Once the repairs

2021

Residents	Address	Email Address	Telephone #
Nick Serré	101 St-Jean	Nick-s@live.ca	
Jean et Madeleine Gauvin	99 St-Jean	jeanguvin@live.ca	
Claude et Lynne Marcoux	97 St-Jean	lynneclaud76@hotmail.com	
Benoit et Carmen Marcoux	95 St-Jean	marcoux_1@hotmail.com	
Marc St-Jean	94 St-Jean	marcstjean1961@hotmail.com	
Brenda Presse	93 St-Jean	brendapresse@gmail.com	
Robert et Nicole Rainville	91 St-Jean	rrainville@coopregionale.com	705-840-6188
Denis et Madeleine Carrière	89 St-Jean	madeleine-carriere@hotmail.ca	
Michel Gauthier	87 St-Jean	mikanic2003@yahoo.ca	
Kim and Karen Tomlinson	85 St-Jean	kintomlinson8@msn.com	519-677-8817
Jennifer and Marilyn Jedynak	83 St-Jean	P.O. Box 2, 13 Booth, Cache Bay, ON	705-753-5615
Gaetan St-Jean	81 & 79 St-Jean	marline.morel13@hotmail.com	705-594-9862
Pierre St-Jean	77 St-Jean	mistgermain@yahoo.ca	
Sylvie et Lorraine Gareau	75 St-Jean	gareaus1@gmail.com	
Matt Downey	73 St-Jean	matt.definitiveedge@gmail.com	
Sold - New owners unknown at the present time	68 St-Jean		
Dave et Carolyn Sheppard 2335 Wilton Grove Rd. London, ON N6N 1M7	66 St-Jean	dssheppard5@gmail.com	
Henri Danis	64 St-Jean	hdanis2014@gmail.com	705-923-3052
Sold - New owners unknown at the present time	62 St-Jean		
Ernie St-Amour	61 St-Jean	estamour@live.com	
Bob and Paulette Bertrand	54 St-Jean	garsonfoodmarket@hotmail.com	

or the upgrading has been completed, the Director of Operations or his or her designate, shall, upon request, re-inspect the roadway to ensure that it is acceptable for winter service and shall notify the property owners' representative of his or her findings.

5. The Landowners or the Developer understand and agree that failure to follow any of the above **TERMS AND CONDITIONS** may result in the termination of this agreement. This agreement may also be terminated at any time by either party for any reason.

6. All communications between the parties shall be directed as follows:

ON BEHALF OF THE APPLICANTS:

Mr./Ms./Mrs. Mr. Benoit Marcoux

Address: 98 Pellerin Road
Verner ON P0H 2M0

Telephone Number(s): 905-933-5524 705-303-2339

Signed, Sealed and Delivered in the presence of:

▼ **REQUIRED** ▼

Signatures of Landowners on roadway:

ON BEHALF OF THE MUNICIPALITY:

Chief Administrative Officer (or assigned delegate)
Municipality of West Nipissing
Suite 101, 225 Holditch St.,
Sturgeon Falls, ON P2B 1T1

(705) 753-0952 or (705) 753-2250

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING:**

Joanne Savage, Mayor

Jean-Pierre (Jay) Barbeau
Chief Administrative Officer

Date

Date