

## **The Township of Cavan Monaghan**

### **By-law No. 2025-40**

**Being a by-law to execute an Unassumed Subdivision Road Winter Maintenance Agreement between the Township of Cavan Monaghan and Towerhill Developments Inc., for winter maintenance services of unassumed subdivision roads within the Towerhill North Subdivision**

**Whereas** the Municipal Act, 2001, S.O. c.25, s.11(3) as amended, provides that a lower tier and upper tier municipality may pass a by-law authorizing the approval of by-laws regarding matters within the spheres of jurisdiction;

**And Whereas** the Township of Cavan Monaghan deems it desirable to enter into and execute an Agreement with Towerhill Developments Inc., for winter maintenance services of unassumed subdivision roads within the Towerhill North Subdivision named within the Agreement;

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Unassumed Subdivision Road Winter Maintenance Agreement attached hereto is hereby adopted for use in connection with the Towerhill North Subdivision, being Plan 45M-266.
2. That Council authorizes the CAO and Clerk to execute the Unassumed Subdivision Road Winter Maintenance Agreement in the form attached hereto, subject to the annual update of:
  - a. The applicable annual charge for the services set out Section 5 of the agreement;
  - b. The applicable public highways and associated distances/length identified in Schedule "B" of the agreement.
3. That the Public Works Director, CAO and Clerk, are hereby jointly authorized to establish the foregoing applicable annual charge and applicable public highways and associated distances.
4. That the authorizations in section 1, 2 and 3 are valid until and including November 1<sup>st</sup>, 2029. For clarity, commencing upon November 2<sup>nd</sup>, 2029 whereupon the Subdivider continues to require or request the provision of Winter Maintenance services by the Township under the Unassumed Subdivision Road Winter Maintenance Agreement, such request must be approved by Council.

Read a first, second and third time and finally passed this 2nd day of September, 2025.

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**Matthew Graham**  
**Mayor**

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**Cindy Page**  
**Clerk**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025.

## **UNASSUMED SUBDIVISION ROAD WINTER MAINTENANCE AGREEMENT 2025**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

hereinafter called the "the Municipality"

- and -

TOWERHILL DEVELOPMENTS INC.

hereinafter called the "Subdivider"

**WHEREAS** under the subdivision agreement entered into between the Municipality and the Subdivider and registered as instrument PE432693 (hereinafter the "Subdivision Agreement") and upon the registration of Plan 45M-266 (the Plan), the Subdivider is obliged to undertake all maintenance upon the public highways laid out in such Plan until such time as the Municipality has assumed such public highways;

**AND WHEREAS** the Subdivider wishes to enter into an agreement for the Municipality to undertake the certain road maintenance services on behalf of the Subdivider as set out herein;

**NOW THEREFORE** the parties hereby covenant and agree with one another as follows:

### **Subject lands**

1. This agreement applies to those portions of the public highways within Plan 45M-266 which are specifically identified in Schedule B. For ease of reference the list of all public highways within Plan 45M-266 are identified in Schedule A.

### **Subdivider's Obligation**

2. The Subdivider acknowledges and agrees that under the Subdivision Agreement the Subdivider is obliged to undertake all maintenance of the public highways laid out in the Plan until such time as the Municipality has assumed such public highways. The Subdivider acknowledges and agrees that save and except for those portions of the public highways identified in Schedule "B", the Subdivider remains obliged to maintain the public highways in Plan 45M-266 as provided for in the Subdivision Agreement.

### **Winterizing of Subdivision**

3. In order to minimise repairs to new subdivision roads and snow plowing

equipment, the Township requires the following works to be carried out prior to November 1st of each year:

- a) Manhole tops, catchbasin frames and valves on roads with base asphalt shall be set at the level of the base course asphalt.
- b) Settlements in roadways shall be repaired, particularly adjacent to manhole tops and catchbasin frames.
- c) Sidewalk bays, which have settled and created a lip greater than 10mm shall be repaired.
- d) All asphalt roads, emergency accesses and loose surface roads identified by the Fire Department and / or the Director of Public Works shall be cleared of mud and debris, have a minimum of one full lane open at all times and maintained in this manner throughout the maintenance period.
- e) Inlet manholes, catchbasins, ditches or channel shall be cleared of debris to prevent blockages during winter and spring thaws.
- f) All Fire Hydrants shall be kept clear of snow, debris and soils and a Hydrant Marker shall be affixed for location identification.

#### **Municipality to Provide Winter Maintenance**

4. The parties agree that active winter maintenance activities will be undertaken by the Municipality as a contractor for the Subdivider on those portions of the public highways that are specifically identified in Schedule "B" and that such maintenance will be conducted in the same manner as it does for its assumed public highways.

#### **Rates Payable by Subdivider**

5. The Subdivider agrees to pay the Municipality for the conduct of the winter maintenance activities the amount of Seven Thousand and One Hundred dollars (\$7,100.00) payable prior to execution of this Agreement by the Township. This amount will be reassessed with each subsequent agreement dependent on the portions of public highways set out to receive winter maintenance, as per Schedule B.

#### **Term**

6. This Agreement shall be effective upon November 1<sup>st</sup> and shall remain in effect until April 30<sup>th</sup> the following calendar year.

#### **No Liability for Damage to Infrastructure**

7. The Subdivider acknowledges and agrees that the Municipality shall not be liable for any damage sustained to the subject highways, including any works constructed by the Subdivider thereon, arising from the conduct of winter maintenance activities under this agreement by the Municipality. In addition to the foregoing, the Subdivider further acknowledges that the Municipality shall not be liable for damage to any materials stored or placed upon the subject highways nor any vehicles/equipment parked thereon.

#### **Temporary Suspension of Service**

8. The Subdivider acknowledges and agrees that the portion of the public highways that are subject to this agreement may be deemed impassable to the Township's

winter maintenance equipment due to the presence of materials and/or vehicles and/or equipment stored or placed upon the subject highways. The Municipality retains the sole right and discretion to deem a highway impassable. If said portion of highway is deemed as impassable, winter maintenance for that section of road will be suspended until obstacles are removed and the highway is deemed passable by the Municipality. During the time that any such portions are deemed impassable, the Subdivider's obligations as identified in section 2 apply and the Municipality shall not be obliged to provide winter maintenance activities to such portions. The Subdivider acknowledges and agrees that the Municipality may provide notice (of impassability or that obstacles have been removed) to the Subdivider by giving oral or written notice to the site superintendent.

### **No Assumption**

9. The Subdivider acknowledges and agrees that the Municipality's conduct of winter maintenance activities hereunder does not constitute the Municipality's final acceptance or assumption of the public highways. Such assumption may only be evidenced by the enactment of a by-law assuming such public highways.

### **Indemnification and Release**

10. The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Municipality in connection with the carrying out of the provisions of this Agreement.

### **Insurance**

11. Prior to the execution of this Agreement by the Municipality, the Subdivider shall provide to the Municipality, a copy of an insurance certificate confirming that the Subdivider has an insurance policy as described in section 17 of the Subdivision Agreement.

### **Termination**

12. The Municipality retains the sole right and discretion to terminate this Agreement and to cease the provision of any winter maintenance services hereunder by giving 60 days notice in writing to the Subdivider.

IN WITNESS WHEREOF the Subdivider has hereunto set its hands and seals this  
\_\_ day of \_\_\_\_\_, 2025.

**TOWERHILL DEVELOPMENTS INC.**

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

Name:

Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF the Municipality as hereunto sets its hands and seals this  
\_\_ day of \_\_\_\_\_, 2025.

**THE CORPORATION OF THE  
TOWNSHIP OF CAVAN MONAGHAN**

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

CAO: Yvette Hurley

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

Clerk: Cindy Page

**Schedule A to the  
UNASSUMED SUBDIVISION ROAD WINTER MAINTENANCE AGREEMENT**

Listing All Portions of the Public Highways within Plan 45M-266

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Distance (km)</b>
Highlands Boulevard	Fallis Line	County Road 10	0.90
Sutherland Street	Highlands Boulevard	Robson Street	0.19
Sutherland Street	Robson Street	Fairfield Street (Lots 93 & 94)	0.08
Sutherland Street	Fairfield Street (Lots 93 & 94)	Hampton Drive	0.44
Hampton Drive	Sutherland Street	Highlands Boulevard	0.08
Hampton Drive	Highlands Boulevard	Gibson Gate	0.08
Gibson Gate	Fairfield Street (Lot 187)	Hampton Drive	0.16
Gibson Gate	Hampton Drive	Fairfield Street (Lot 188)	0.13
Lamb Street	Sutherland Street	Fairfield Street	0.19
Ruth Street	Sutherland Street	Fairfield Street	0.19
Fairfield Street	Sutherland Street (Lots 93 & 94)	Highlands Boulevard	0.09
Fairfield Street	Highlands Boulevard	Lamb Street	0.08
Fairfield Street	Lamb Street	Ruth Street	0.08
Fairfield Street	Ruth Street	Gibson Gate (Lot 188)	0.08
Fairfield Street	Gibson Gate (Lot 188)	Fallis Line	0.35
Sutherland Street	Highlands Boulevard	Lamb Street	0.08
Sutherland Street	Lamb Street	Ruth Street	0.08
Sutherland Street	Ruth Street	Fairfield Street	0.26
Robson Street	Flaherty Street	Sutherland Street	0.28
Flaherty Street	Fallis Line	Robson Street	0.18

**Schedule B to the  
UNASSUMED SUBDIVISION ROAD WINTER MAINTENANCE AGREEMENT**

Listing Portions of the Public Highways Therein to Receive  
Winter Maintenance under this Agreement

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Distance (km)</b>
Highlands Boulevard	Fallis Line	County Road 10	0.90
Hampton Drive	Highlands Boulevard	Gibson Gate	0.08
Gibson Gate	Fairfield Street (Lot 187)	Hampton Drive	0.16
Lamb Street	Sutherland Street	Fairfield Street	0.19
Fairfield Street	Highlands Boulevard	Lamb Street	0.08
Sutherland Street	Lamb Street	Ruth Street	0.08
<b>Total</b>			1.49

***NOTE: Contents of Schedule B to be determined annually by Public Works Director, Chief Administrative Officer and Clerk (jointly).***