



SOUTHCOTT PINES

put nature in your life

September 18, 2024

The Municipality of Lambton Shores

Attention: Mr. Steve McAuley, CAO

Re: Southcott Pines Road Maintenance Agreement, dated October 10, 2000

To Mayor Cook, Deputy Mayor Sageman, Councillors and Staff:

On May 9th, 2024, members of our Southcott Pines Park Association board met with officials from the Municipality of Lambton Shores. One of the major items on the agenda was a matter that had just been called to our attention by our insurer. This was a difficulty in acquiring liability insurance coverage for the road plowing services which our staff have done, without incident, in Southcott Pines for several decades. The deputy mayor made a comment, stating that if the Municipality were to provide the vehicle, they would also provide the driver. We asked that our municipal representatives give this more thought and communicate any ideas to us.

Our latest correspondence from the insurance company was that they had located a company to provide snow plowing liability coverage, but the cost could be \$60,000 per annum, with no guarantee of continuance at the end of 12 months. Our board investigated other insurers, to no avail.

On September 6, 2024, Terry Gillis, Gary Jennison and Marilyn Cousins (three of my fellow board members) joined me in a meeting with Steve McAuley and Nick Verhoeven to discuss this urgent matter. We asked if the Municipality might allow us to pass along the insurance premium costs to them. We were told that was unacceptable. Steve McAuley indicated that our agreement with the municipality is old, and that new legislation exists about road maintenance. We learned about minimum regulations that must be adhered to. Some of these include the definition of how much time is permitted to fix potholes, the use of salt on snow accumulation, etc.

Steve McAuley cited Item number 3 in the Agreement of 2000, which states “This Agreement can be cancelled by either Party giving one year’s written notice of the intention to cancel the Agreement.” We want to assure you that this was not possible, given the late notice we received from the insurance company and the unforeseen remarkable renewal costs of liability coverage relating to snow plowing. It should be noted that this matter, as mentioned in the first paragraph of this correspondence was shared with the Municipal representatives on May 9th. A copy of the meeting notes was emailed to Mayor Doug Cook, Deputy Mayor Dan Sageman, Councillor Dave Maguire and Councillor Glen Baillie.

As discussed, we see no alternative at this point other than to bring an end to the agreement of October 2000 and request that the Municipality assume responsibility for road maintenance in the Southcott Pines residential area.

While we would be giving up the road maintenance agreement, we request that, in good faith, the Municipality allow Schedule B (encroachment agreement), dated October 20, 2000, to remain in effect. This is extremely important to our Southcott Pines heritage and to the aesthetics of our 2 entrances. The encroachment agreement (Schedule B) includes:

- a) the kiosk on Lakeview Avenue
- b) the kiosk on Pines Parkway
- c) the pillars at Shoreline Drive
- d) the pillars at Pines Parkway
- e) the large SPPA signs, defining the entrances to our community

SPPA will continue to provide maintenance of these items. Therefore, we respectfully request that Schedule B (Encroachment Agreement) remain in effect. We request that you acknowledge this in writing.

We understand that if Lambton Shores Council votes to approve our request, our agreement of October 10, 2000, will be terminated as of October 15, 2024.

Yours very truly,



Sue Edgar, President

SPPA Board of Directors