

The Corporation of the Municipality of Marmora and Lake

By-law No. 13-2022

A By-Law to authorize the execution of the Boundary Road Agreement between The Corporation of the Township of Wollaston and The Corporation of the Municipality of Marmora and Lake

Whereas Section 8 of the **Municipal Act** 2001, R.S.O. 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 5(3) of the **Municipal Act** 2001, R.S.O. 2001, as amended provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 27 of the **Municipal Act** 2001, R.S.O. 2001, as amended provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

Whereas Section 28(1) of the **Municipal Act** 2001, R.S.O. 2001, as amended sets out the highways over which a municipality has jurisdiction; and

Whereas Section 29.1(1) of the **Municipal Act** 2001, R.S.O. 2001, as amended provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack or repair for that part; and

Whereas it is deemed necessary and desirable that Council of the Corporation of the Township of Wollaston and Lake enact a by-law authorizing the Corporation to enter into a Boundary Road Agreement with the Corporation of the Municipality of Marmora and Lake;

Now Therefore the Council of the Township of Wollaston hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Boundary Road Agreement with the Corporation of the Township of Marmora and Lake; and
2. That the Boundary Road Agreement attached hereto as Schedule "A" shall form part of this by-law; and
3. That this by-law shall come into force and effect on the date of its passing.

PASSED this 14th day of February, 2021.

MAYOR: LYNN KRUGER

SEAL

CLERK: BERNICE CROCKER

Schedule "A" to By-law 13-2022

Boundary Road Agreement

This agreement made in duplicate this _____ day of _____, 2021.

Between:

The Corporation of the Municipality of Marmora and Lake

Hereinafter referred to as "**Marmora and Lake**"

And

The Corporation of the Township of Wollaston

Hereinafter referred to as "**Wollaston**"

Whereas Sections 20, 29, 29.1 and 52 of the Municipal Act, 2001 (The "Act") make provisions for agreements between adjoining municipalities for the maintenance and repair of any highway or bridge forming the boundary between such municipalities, including the bridges thereon (hereinafter a "Boundary Road"); and

Whereas Boundary Roads exist between the jurisdictions of the Township of Wollaston and Municipality of Marmora and Lake as set out in Schedule 'A'; and

Whereas it is deemed expedient and necessary for each municipality to be responsible for the year-round oversight, maintenance and repair of particular portions of existing Boundary Roads;

Now Therefore in consideration of the mutual covenants set out below with other good and valuable consideration (the receipt of which is acknowledged), the parties hereto agree each with the other as follows:

1. Definitions

Bridge: means a public bridge forming part of a highway on, over or across which a highway passes.

Capital Improvements: All work to be performed that is above and beyond that work required by Routine Maintenance standards or Winter Maintenance standards, including but not limited to items such as road construction, hot mix asphalt, resurfacing and shoulder gravelling associated with this resurfacing, bridge repairs or replacements, and any bridge surface treatment.

Highway: means a common or public highway, any part of which is intended for or used by the public for the passage of vehicles and pedestrians and includes the areas between the lateral property lines thereof.

Level of Service: means the level of service as adopted by the council of the municipality for repair of a highway, as reflected in Schedule B attached hereto, as it may be amended from time to time.

Minimum Maintenance Standards: Shall mean those standards stipulated by Ontario Regulation 239/02 for the maintenance standards of repair for highways under municipal jurisdiction, as they may be amended from time to time.

Roadway: means that part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

Routine Maintenance: means those activities completed in the ongoing maintenance and repair of a highway or bridge and as described as follows:

- *Hardtop surface maintenance* includes frost heave repair, base repair, utility cut repair, hot and cold mix patching, shoulder maintenance, surface maintenance including crack sealing, slurry sealing and spray patching, surface sweeping, surface flushing and routine patrolling.
- *Roadside maintenance* includes vegetation management including roadside mowing, weed control, tree planting and removal, tree trimming, sidewalk maintenance, debris collection including debris and leaves, curb and gutter, guiderail and fence maintenance.
- *Stormwater management maintenance* includes roadside ditching, entrance culvert maintenance, maintenance of storm sewers and catch basins and inspections.
- *Structures* includes washing and component repairs for concrete and steel culverts, bridges of all types and pedestrian bridges.
- *Traffic operations* include pavement markings, illumination, signals and signs and safety devices.

Shoulder: means the area adjacent to a roadway, where there is no curb that may be paved or unpaved.

Winter Maintenance: includes snowplowing, combination plowing/ice control, ice control, de-icing, sanding, winging back, snow fencing, snow removal, standby, winter patrol, spring clean-up, sidewalk plowing and de-icing.

Winter Maintenance Season: means the continuous period of time between the first Monday of November and the first Monday of April annually. Each Party agrees that it shall also attend to winter events that occur prior to November the first Monday in November and after the first Monday in April until winter events have subsided at the end of each season. Both Parties acknowledge that the Level of Service stipulated by the parties to be provided during periods falling outside the Winter Maintenance Season will be a lower standard than that which is required by the parties during the Winter Maintenance Season, but that any Level of Service shall always meet the Common Law test of reasonableness.

Non-Winter Maintenance Season: means the continuous period of time between after the first Monday in April to the first Monday in November annually.

2. Term

The parties agree to provide Winter Maintenance and Routine Maintenance services on those sections of the Boundary Road that they are individually responsible for, as set out in Schedule 'A' for a period of five (5) years commencing on the date this agreement is signed by both parties (the "Term").

The parties agree that this agreement shall automatically renew immediately prior to the expiration of the Term or any extension of the Term for a further one-year period on the same terms and conditions unless either Party provides 180 days' notice in writing of its intention to terminate the agreement at the expiration of the then current Term.

3. Insurance

3.1 Each Party shall at its own expense, obtain and keep in force during the Term of this agreement, insurance satisfactory to the other Party including the following terms and minimum coverage, which limits may be achieved by way of primary and/or umbrella or excess policies, and underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include, but not be limited to:

- a) **Municipal General Liability Insurance** on an occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000.00) including:
 - i) Shall include but not limited to bodily injury, property damage and

contractual liability;

- j) The other Party shall be added as an Additional Insured with respect to the operations of the named insured;
 - ii) Contain a Cross liability and severability of Interest clauses;
 - iii) Policies shall not be invalidated as respect to the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - iv) Non-owned automobile coverage with a limit of no less than Ten Million Dollars (\$10,000,000.00);
 - v) Products and completed operations coverage with a limit of not less than Ten Million Dollars (\$10,000,000.00);
 - vi) A thirty-day written notice of cancellation or termination.
- b) **Standard OAP 1 Automobile Liability Insurance** for an amount not less than Ten Million Dollars (\$10,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) **Environmental Liability Insurance** subject to limits of not less than Five Million (\$5,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination.
- 3.2 Prior to execution of this agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, each party shall provide the other party with confirmation of the insurance coverage required by this agreement. Insurance shall apply to the sub-contractor in the same manner as it would to each party to this agreement. Further, it is each party's obligation to ensure that the sub-contractor is aware of these obligations. Each party shall provide to the other party confirmation of the sub-contractor's insurance.
- 3.3 Both parties agree to immediately notify the other Party of any occurrence, incident or event which may reasonably be expected to expose either Party to material liability of any kind in relation to the Boundary Roads.
- 3.4 Each Party agrees that if either fails to take out or keep in force any such insurance referred to in this section, or should any such insurance not be approved by either Party, and should either Party not commence and proceed to diligently rectify the situation within forty-eight (48) hours after written notice by either Party, either Party has the right without assuming any obligation in connection therewith, to affect such insurance at the sole cost of either Party. Either Party shall be reimbursed as set out under the terms of this Agreement.

4. Indemnity

Each Party agrees to defend, indemnify and save and hold harmless the other Party from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance and routine maintenance of the road sections for which they are responsible for, as referred to in this agreement.

5. Notice of Claim

In the event that either party receives a Statement of Claim, notice of claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the Road in repair or for damages or injuries sustained relating

thereto such party shall immediately notify and provide to the other party such claim or notice of claim.

6. Maintenance and Repair of Highways – Scope of Work

6.1 The Municipalities hereby covenant and agree one to the other, to:

- a) Undertake all Winter Maintenance activities during each Winter Maintenance Season throughout the Term of the Agreement.
- b) In addition to the requirements set out in section 6.1a), attend to winter events that occur prior to November 1st and After April 1st until winter events have subsided at the end of each season throughout the Term of the Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the minimum maintenance standards set forth in regulations made by the Minister of Transportation as contemplated in Section 44(4) of the Act (the “Minimum Maintenance Standards for Municipal Highways”) where such standards apply and in the event there is no applicable Maintenance Standard, it shall meet the standard of what is reasonable in the circumstances.
- c) To maintain and keep in good repair, any required Routine Maintenance during winter operations those highways listed in Schedule ‘A’ by meeting or exceeding the “Minimum Maintenance Standards for Municipal Roads” for the whole width of those highways listed.
- d) To be responsible for all removal of snow beyond the width of the road and shoulders if required.
- e) To be responsible to provide snow blowing services requirement within the right of way, if deemed necessary by one of the parties.
- f) To be responsible for drainage maintenance, including the clearing of ditches, curbs and gutters, catch basins and storm drains.
- g) To be responsible for the surface maintenance, including the repair of potholes, cracks and depressions and shoulder gravelling.
- h) To be responsible for all routine patrolling and maintenance activities throughout the entire Term of this Agreement. Routine maintenance shall be provided at service levels compliant with the Minimum Maintenance Standards set forth in Ontario Regulation 239/02 of the Act.
- i) To be responsible for any and all traffic signal devices at the intersections.

6.2 Location and Work to be Completed by each Party – The map attached hereto as Schedule ‘A’ indicates the location of the Boundary Road. Both parties acknowledge their road section responsibilities as per Schedule ‘A’.

7. Capital Costs

- 7.1 Subject to the further terms set out in this section, each municipality shall be responsible for one-half of any and all Capital Improvements on the Boundary Roads.
- 7.2 Prior to either Party completing any capital improvements each Party will identify the proposed Capital Improvement work to the other Party.
- 7.3 No new construction or major maintenance work (as distinguished from routine maintenance) of any kind on highways and bridges shall commence or be charged by one Party to this agreement to the other unless such construction or major maintenance work has first been approved by the Councils of both municipalities and included in their respective capital budgets for the year that the work is to commence.

- 7.4 If both parties agree that capital work is required, they will mutually agree upon how the work will be completed and the timing of such work to be completed.
- 7.5 Except in the case of emergencies, each Party shall notify the other Party at least two years in advance of any such capital improvement work proposed and the extent and cost of the capital improvement work shall be mutually agreed upon prior to proceeding with the work.
- 7.6 The Party who administers the work as determined in Section 7.4 shall invoice the other Party for one half of the capital cost no later than the 31st day of December in the year in which the work was completed. Payment of the invoice shall be made no later than thirty (30) days from receipt of the invoice.

8. Maintenance and Repair of Bridges

Both Parties hereby mutually acknowledge and agree that at the time of this agreement that the one (1) bridge on Vansickle Road is under Marmora and Lake jurisdiction.

9. Annual Review and Planning

Each year throughout the Term of the Agreement, after April 15th and not later than June 30th, the parties will meet to discuss any issues arising from this Agreement, including but not limited to the previous year's work and will identify and plan works for the upcoming year(s) as the case may be.

10. Payment

- 10.1 Marmora and Lake and Wollaston shall share equally all capital expenses connected with any new construction or major maintenance work (as distinguished from routine maintenance) carried out for all highways listed in Schedule 'A'.
- 10.2 Each Party will invoice the other as necessary for its share of the expenditures related to new construction or major maintenance work carried out for all highways listed in Schedule 'A' and as determined in accordance with paragraph 3 below of this agreement and the Party being invoiced shall pay the amount invoiced within thirty (30) days of receipt of such invoice.

11. Entrance Permits

Entrance Permits on Boundary Roads shall be processed by the municipality in which the land requiring the permit is located in consultation with the other municipality as to road safety conditions.

12. Notice

Any notice to be given under this Agreement shall be sufficiently given if delivered or if sent by prepaid first-class mail and addressed to:

The Clerk's Office
The Corporation of the Township of Wollaston
90 Wollaston Road, PO Box 99
Coe Hill, ON K0L 1P0

And to:

The Clerk's Office
The Corporation of the Municipality of Marmora and Lake
PO Box 459
12 Bursthall St.
Marmora, ON K0K 2M0

Receipt of notice shall be deemed on the earlier of the date of deliver or five (5) days following the date of mailing of the notice.

13. Arbitration

- 13.1 In the event of any dispute arising between the parties hereto relating to any matter which is the subject of this Agreement and cannot be settled within ninety (90) days, then the dispute will be submitted to arbitration by notice given by either Party to the other.
- 13.2 Upon such notice being given, the dispute shall be determined by the award of three arbitrators or a majority of them, one to be named by each Party within thirty (30) days of such giving notice and the third to be selected by these two arbitrators within seven (7) days after both have been nominated.
- 13.3 If either Party neglects or refused to name its arbitrator within the time specified or to proceed with the arbitration, the arbitrator named by the other Party shall proceed with the arbitration.
- 13.4 The arbitrators shall have all the powers given by the Arbitration Act of Ontario and may at any time proceed in such manner as they may see fit on such notice as them deem reasonable in the absence of either Party if such Party fails to attend.
- 13.5 Each Party shall pay its own costs and shall share equally in the costs of the arbitration.
- 13.6 The cost of the arbitrators is not limited to those set forth under the Arbitration Act of Ontario and the arbitrators shall be able to charge their usual professional charges.

14. General

Notwithstanding anything in this agreement, neither Party shall be in default with respect to the performance of any of the terms of this agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, act of God, government regulations or controls, inability to obtain any material or service or any cause beyond the reasonable control of the Party.

The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assigns.

If any provision, clause or part of this agreement or the application of this agreement under certain circumstances, is held by a court or tribunal of competent jurisdiction to be invalid, the remainder of the agreement, or the application of that provision, clause or part under other circumstances shall not be affected.

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In Witness Whereof the Corporate Seals of each of the parties hereto have been affixed duly attested by the respective officers authorized in that behalf.

The Corporation of the Township of Wollaston

Per _____
Mayor

Per _____
Clerk

The Corporation of the Municipality of Marmora and Lake

Per _____
Mayor

Per _____
Clerk

Schedule 'A' to the Boundary Road Agreement

Part 'A' Wollaston Responsibilities

The Township of Wollaston agrees to operate, maintain, renew, insure, and administer for **routine and winter maintenance**:

Road Section	Maint. Classification	Wollaston Road ID	Marmora and Lake Road ID
North Steenburgh Road from Dickey Lake Road Westerly.	5		5-012
The Ridge Road (from North Steenburgh Road Southerly to turn around)	6		5-008
The South Road	6		5-013

The Township of Wollaston agrees to operate, maintain, renew, insure, and administer for **routine maintenance only**:

Road Section	Maint. Classification	Wollaston Road ID	Marmora and Lake Road ID
Thanet Lake Road (from North Steenburgh Lake Road to Boundary at 911# 146)	6		N/A

Part 'B' Marmora and Lake Responsibilities

The Municipality of Marmora and Lake agrees to operate, maintain, renew, insure, and administer for **routine and winter maintenance**:

Road Section	Maint. Classification	Wollaston Road ID	Marmora and Lake Road ID
North Steenburgh Lake Road from Murphy's Corners to Dickey Lake Road	5		5-012

The Municipality of Marmora and Lake agrees to operate, maintain, renew, insure, and administer for **winter maintenance only**:

Road Section	Maint. Classification	Wollaston Road ID	Marmora and Lake Road ID
Thanet Lake Road (from North Steenburgh Lake Road to 911# 146)	6		N/A

Boundary Road Agreement Map

**Schedule 'B' to the Boundary Road Agreement
Winter Level of Service**

Part 'A' Township of Wollaston

Winter Operations Planning Document for Township of Wollaston

This winter operations plan sets out a policy and procedural framework for ensuring that the "The Township of Wollaston" continuously improves on the safe and sustainable delivery of winter maintenance services and the effective and efficient use of road salt in their winter maintenance operations. This plan supersedes all previous plans for the "The Township of Wollaston".

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. This Winter Operations Plan for the "The Township of Wollaston" was endorsed by "The Township of Wollaston Council" on the 19 day of December 2021.

1. Level of Service

The Township of Wollaston provides the following level of service during the winter maintenance season, as set out in section 4.3 of the Winter Operations Planning Document for the Township of Wollaston, in response to a winter event.

The minimum standard for clearing snow accumulation is:

1.1. Snow Accumulation and Ice Formation Policy

1.1.1. The standard for addressing snow accumulation is:

- a) After becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - i. to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - ii. on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4.

1.1.2. If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4

1.1.3. For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under subsection (1)(b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- a) Patrolling highways.
- b) Performing highway maintenance activities.
- c) Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4.

1.1.4. The depth of snow accumulation on a roadway and lane width may be determined by,

- a) performing an actual measurement;
 - b) monitoring the weather; or
 - c) performing a visual estimate. O. Reg. 47/13, s. 4.
- 1.1.5. For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,
- a) plowing the roadway;
 - b) salting the roadway;
 - i. the application of other chemical or organic agents to the roadway;
 - c) applying abrasive materials to the roadway; or
 - d) any combination of the methods described in clauses (a), (b), (b.1) and (c). O. Reg. 47/13, s. 4.
- 1.1.6. This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.
- 1.1.7. If at any time a municipality declares a weather emergency, then all roadways within the municipality are deemed to be in a state of repair in respect of any snow accumulation present, until the applicable time under the Table to this section expires following the end of the declared weather emergency.

1.2. Ice Formation:

- 1.2.1. The standard for attempting the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
- a) Monitor the weather in accordance with section 3.1.
 - b) Patrol in accordance with section 3.
 - c) If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to attempt to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.
- 1.2.2. If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,
- a) the time that the municipality becomes aware of the fact that the roadway is icy; or
 - b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.
- 1.2.3. The standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires. O. Reg. 47/13, s. 5.
- 1.2.4. For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.
- 1.2.5. If at any time a municipality declares a weather emergency, then all roadways within the municipality are deemed to be in a state of repair in

respect of any ice present, until the applicable time under the Table to this section expires following the end of the declared weather emergency.

Table: Snow Accumulation

Class of Highway	Depth	Time
1	2.5cm	4 Hours
2	5cm	6 Hours
3	8cm	12 Hours
4	8cm	16 Hours
5	10cm	24 Hours

Table: Ice Formation prevention and Icy Roadways

Class of Highway	Time
1	3 Hours
2	4 Hours
3	8 Hours
4	12 Hours
5	16 Hours

4.5. Winter Patrol

The Township of Southgate performs carries out winter patrols. Appendix 1 shows the route of representative roads to be patrolled in winter.

4.6.10. Weather Monitoring

In order to determine an effective winter event response and allocate the appropriate resources the Township of Southgate supplements their general observations with weather information from various sources which includes:

1 Infrared Thermometers

Observations from municipal staff, communication with staff of adjacent municipalities;

Customized weather forecasts which are updated 4 times/day from a Value Added Meteorological Service The Winter Web App Team at Ontario Good Roads Association.

Part 'B' Municipality of Marmora and Lake

Minimum Maintenance Standards

The Municipality of Marmora and Lake has an obligation to maintain its roadways to a safe level of service. The Municipality has adopted Ontario Regulation 239/02 (the "Regulation") Minimum Maintenance Standards, as amended, under the Municipal Act, 2001 as the maintenance standard for weather monitoring, patrolling, and winter control.

Weather Monitoring

From November 1 to April 1, the municipality will monitor the weather, both current and forecast to occur in the next 24 hours three times per calendar day.

Staff monitor the weather by reviewing the OGRA Weather Tracker emails, checking the Weather Network forecasts, listening to the radio, watching the news, and reviewing the information on the Environment Canada website.

Patrolling

For the purpose of planning the winter patrolling operations, the municipality recognizes the Minimum Maintenance Standards and shall generally conform to the requirements of Section 3.

1. The standard for the frequency of patrolling of highways to check for conditions described in the MMS is set out in the Table to this section.
2. If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. See Representative Roads Winter Patrol Route Map on page 25.
3. Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities.

Patrolling Frequency Table

Class of Highway	Patrolling Frequency
4	Once every 7 days
5	Once every 14 days

Patrol – 7 Days / Week

During the winter months, a single person patrol will be completed to provide a road condition inspection from 12:00 midnight to 6:00 a.m. weekdays and from 12:00 midnight to 8:00 a.m. on weekends 7 days a week. The trucks driven by patrol are equipped with GPS and the status of each road is automatically updated in Trackmatics Inc. as the patrol is completed.

This person will be responsible for driving the representative road and checking problem areas. It is their responsibility to call the plow operators at the appropriate call out times (usually 4:00 a.m.) so that each plow route can be opened in one direction by 10:00 a.m. each morning. The calling out of these operators will be recorded through the municipality's Trackmatics Inc. patrolling software.

The early morning patroller will be familiar with road conditions on all roads and will prepare a road condition report detailing action taken during the early morning shift and action either under way or required. This patrol schedule will be from November to April, depending on weather conditions.

Calling in Operators

Calling in operators is based on the Minimum Maintenance Standards.

Sleet or Freezing Rain

Call out operators as required.

Snow Accumulation on Roadways

The standard for addressing snow accumulation on roadways is,

- After becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the table below, to deploy resources as soon as practicable to address the snow accumulation, and
- After the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the table within the time set out in the table,
 - To provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - On a Class 4 or 5 highway with two lanes, to provide a total width of at least 5 metres
- If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the table, the roadway is deemed to be in a state of repair with respect to snow accumulation.

Snow Accumulation – Roadways

Class of Highway	Depth	Time
4	8 cm	16 hours
5	10 cm	24 hours

Ice Formation on Roadways and Icy Roadways

The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

1. Monitor the weather
2. Patrol the roads

3. If the municipality determines, as a result of monitoring the weather and patrolling as per 1 and 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in the table below.

Ice Formation Prevention

Class of Highway	Time
4	24 hours
5	24 hours

If the municipality meets the above standard and despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in the table below expires after the municipality becomes aware of the fact that the roadway is icy.

Treatment of Icy Roads

Class of Highway	Time
4	12 hours
5	16 hours

Material Application

Operating Speeds

Maximum Spreading Speed	32 km/hr
Maximum Plowing Speed	60 km/hr

Application Rate Details

Plow Trucks

Material	Application Rate
Road Sand with 4% Salt Mix	300 kg / km

Notes:

- Rate is specified in kg / 2-lane km for road sand with salt mix

Application rates are general recommendations only. Local climactic and geographic conditions must be considered.