

M.D. of Opportunity No 17
TRANSPORTATION POLICY

TITLE: WINTER MAINTENANCE POLICY

EFFECTIVE DATE: November 15, 2021

POLICY NUMBER: T.6

Purpose of Policy:

This policy is intended to set out the standards for winter maintenance on municipal roads.

Policy Statements

1. The priority for snowplowing operations shall be as follows:
 - a. Major Emergency routes (e.g. Main routes to hospital, fire, police, etc.)
 - b. School bus routes
 - c. Airport runways in Wabasca and Red Earth
 - d. Local roads
 - e. Clean out of driveway accesses (Senior Residents Only)
 - f. Other miscellaneous duties (Wabasca Health Care Centre ice/snow removal upon request).
2. Within that context, the first priority shall be to clear the travelled portion of roads and the runways of airports. Winging and other maintenance operations shall take second priority unless they can be combined with the first.
3. Sanding of icy stretches and intersections shall be done on an as required basis. The priority will be intersections and curves on roads. Other areas will be done as the need and resources available dictate.
4. Excess snow will generally be stockpiled alongside the road in the road allowance and on other available public property. Snow will not be hauled to other stockpile locations unless public safety is at risk, such as when visibility at an intersection is reduced. Negotiations for stockpiling snow on private property will be carried out only where it is the cheapest alternative.
5. Culverts shall be steamed open in the early spring in sufficient time to prevent flooding.
6. In order to provide a reasonable level of snowplowing services, the Municipal District of Opportunity No. 17 will offer at no cost, to snowplow private Senior driveways. (see Clause # 8 for exemption to Senior Citizens):

Responsibilities:

- a) All M.D Seniors requesting snowplowing services must sign a Snowplowing Agreement (attached as schedule "A") available at any of the Municipal District No. 17 offices, prior to any plowing being authorized. The agreement gives consent from the Municipal District to complete the work without liability for any damages that may occur.
- b) The Municipal District will only plow driveways as municipal operations permit. Only that portion of a private driveway from the senior residence to the road allowance, to a maximum of ¼ mile per snow removal, will be plowed by the Municipal District. Roadways not leading to a residence will not be snowplowed unless pre-approved by

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Roadways not leading to a residence will not be snowplowed unless pre-approved by the Area Foreman or Director of Public Works. A minimum of one week notice must be given.

- c) In the event the grader operator feels a private driveway is too narrow or otherwise obstructed, he will not enter into the driveway and will call the Area Foreman who will deploy either a skid steer or front end loader to clear/plow the driveway.
 - d) The Municipal District reserves the right to determine if the conditions warrant snowplowing and as a result may choose not to carry out the request.
 - e) The roadway system throughout the Municipal District will receive first priority. With the exception of an emergency when it is considered the road system is satisfactory maintained, private driveways will be completed.
- 7. Municipal snowplow operators will take all reasonable measures to reduce the size of the snow berm left at private driveways.
 - 8. Senior Citizens who are 65 years and over are exempt of any cost, subject that they are the owners of the property for which the snow plowing service is required. Proof of eligibility may be requested.
 - 9. The following also qualify; disabled individuals who are on limited income such as A.I.S.H for properties on which they are currently residing. Proof of eligibility may be requested.
 - 10. In the event of an emergency snow fall of a depth of 12 inches or greater within a 24 hour period, the M.D. shall remove snow from all residential driveways at no cost to M.D. residents in the effected areas.

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APPROVED: APRIL 1, 1996
AMENDED: DECEMBER 10, 1997
AMENDED: MARCH 24, 2004 (Clause #8 added)
AMENDED: MARCH 14, 2008 (Clause #9 added)
AMENDED: MARCH 12, 2008 (Add "g" Other Miscellaneous Duties)
AMENDED: JAN. 14/09 (Remove 1.c and add Clause # 10)
AMENDED: NOV. 10TH, 2021

MUNICIPAL DISTRICT OF OPPORTUNITY No. 17
Box 60
Wabasca, Alberta T0G 2K0
SENIOR SNOW PLOWING AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20_____.

BETWEEN

MUNICIPAL DISTRICT OF OPPORTUNITY (hereinafter called the M.D.) OF THE FIRST PART

AND

_____ (hereinafter called the "Owner") OF THE SECOND PART

WHEREAS, the owner desires the M.D. to grade or snowplow his/her private driveway when such driveway becomes impassable or hazardous.

NOW THEREFORE, the M.D. and the Owner for the consideration hereinafter named, agree as follows:

1. The M.D. agrees to snowplow the private driveway of the Owner when so requested by the Owner, however, it shall be understood that such plowing shall be undertaken at the discretion of the M.D. and only after the public roads have been cleared of snow to the satisfaction of the MD.
 - b) The Owner hereby agrees that such SIGNED Snow Plow Agreement will entitle him/her to have his/her driveway snowplowed by the M.D. from the residence to the roadway to a maximum of ¼ mile (0.4 km) per agreement:
2. Either party may terminate this Agreement by serving notice of intent to do so on the other party not less than 30 days in advance of the termination period.
3. The Owner hereby covenants and agrees that he/she will at all times indemnify and save harmless the M.D., its agents and employees from and against all losses, damage or injury however caused which at any time during the continuance of this Agreement occur to any person or the property of any person including the Owner.
4. The Owner shall not assign or transfer his/her interest under this Agreement without first obtaining written consent from the M.D.
5. The M.D. shall have the right to refuse to plow any private driveway that in the opinion of the equipment operator will be hazardous or difficult to plow.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

M.D. OF OPPORTUNITY

DATE

OWNER

DATE

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