

<b>POLICY TITLE:</b> <b>Snow Plow &amp; Snow Removal</b>	<b>POLICY NUMBER:</b> <b>488-22</b>	<b>EFFECTIVE DATE:</b> <b>October 27/2022</b>
<b>ORIGIN:</b> <b>Administrator</b>	<b>ADOPTED BY COUNCIL</b> <b>October 27/2022</b>	<b>AMENDED DATE:</b>

**1.0 OBJECTIVE:**

The purpose of this policy is to establish standards and guidelines for the Transportation Staff in order to ensure consistent practices for snow plowing and snow clearing within the RM of Pleasantdale to keep roads clear and safe.

**2.0 BACKGROUND**

The Rural Municipality of Pleasantdale No. 398 has 2 graders to maintain all-weather Municipal roads during the winter months; this includes the unorganized hamlets of Silver Park and Lac Vert. In average snowfall conditions, it usually takes 3 days for the all-weather roads to be cleared. If severe or prolonged snowfall conditions persist this time may increase. Factors that may suspend snow clearing operations are: unsafe conditions, such as; low visibility, air temperature, wind velocity and direction, wind chill factor, blizzard like conditions, mechanical failure and concern for safety of staff and equipment. The municipality’s goal is to provide the timely service.

**3.0 GENERAL PROCEDURES**

**SNOW PLOWING OPERATION**

In occurrence of a snow event, a snow check will be performed by the RM Foreman or designate. If applicable, the Foreman will organize to have public roads plowed at his discretion with the entire route done as efficiently as possible with minimal backtracking. After a major storm, cleanup operations may be ongoing for several days. In general, it is most effective to wait until the snowfall has ended or a storm has passed before heading out to clear the roads. If warranted, the Municipality will use its discretion and may choose to hire a contractor(s) through an agreement to assist the Municipality; contractors hired will be financially compensated. Snow clearing on weekends and holidays may be suspended unless warranted by the RM Foreman or designate. Clearing of snow from municipal roads by unauthorized individuals is prohibited.

**3.1 ROUTE DETERMINATION**

The road and route determination will be decided upon by TS and the Road Committee. The roads that will be plowed first are the major arteries (high traffic grid roads), then minor arterials, then the major collectors and finally the minor collectors. A one-pass system may be used to open up roads and restore good driving conditions although some minor roads may be opened prior to or simultaneously to provide efficiency. Bus routes encompass our whole road network, so they get cleared as a matter of course with all other roads. Not everyone can be first served, but we do

alternate routes each time to be as fair as possible. Many factors will be considered when determining road adequacy and maintainability during typical and atypical conditions and access requirements.

Personal driveways will be snow plowed after all roads have been completed unless it is efficient and at the discretion of the operator to clear the snow while he is in the vicinity. Any road(s) that historically has not been plowed (seasonal summer roads, road allowances, etc.) will continue to be unmaintained during the winter months unless the Foreman deems the road is adequate for plowing and necessary to open up (e.g. request to retrieve product). Motorists should travel all-weather roads and avoid undeveloped/closed roads. Community halls and cemeteries will be cleared upon request and at no cost subject to availability of equipment and operators. If a residential property has more than one access route, the Municipality reserves the right to provide snow clearing on one access route as determined by the RM Foreman or designate. In certain circumstances where it is expedient for the operator to go into a yard site to turn around due to the road terminating and rather than trying to perform a two-point turn and the Municipality will plow the turn route at no cost to the property owner.

### **3.2 SNOW CLEARING IN THE UNORGANIZED HAMLET OF LAC VERT**

As the grader is too large to maneuver in and around the streets of Lac Vert, snow clearing will be contracted to an RM approved service provider who can clear the streets and alleys in the Unorganized Hamlet in a timely manner to provide road access. Lakeview Avenue will be maintained by the municipality.

### **3.3 TOWING**

RM owned vehicles or equipment are not to be used to provide tow truck services due to liability of damage or injury to persons. If circumstance occurs requiring the use of RM equipment and/or vehicles then municipal staff will use their discretion.

### **3.4 PROPERTY OWNER SNOW CLEARING**

Efforts will be made under normal snow operations to alleviate the amount of snow deposited (wind rowed) in private driveways during plow operations so that traffic and safety is not compromised. Residents are reminded that they are responsible for clearing snow from their private driveways and that snow shall not be placed, pushed across or piled on the municipal roads, right-of-way, shoulders, road allowances or piled where it blocks the ditch drainage. These piles or ridges can increase the chance of snow drifting onto the roadway or freeze into a solid mass creating a hazardous situation for vehicles and Transportation Service employees. This hazard on municipal roads exposes those that use the road to the risk of serious bodily injury and poses the risk of liability for the resulting damages to the party who pushed the snow on to the road. Anyone found plowing snow or who has plowed snow onto the municipal right-of-way will be notified and asked to remove the hazard within a reasonable time or the RM will remove the hazard and the resident/ratepayer will be liable for all associated costs.

### **3.5 SNOW CLEARING ON MUNICIPAL PROPERTY BY PRIVATE SERVICE OPERATORS/PROVIDERS**

Individual ratepayers, clubs, small business owners or corporations, community associations or others (herein after referred to as “snow removers”) are not authorized by the Municipality to remove or clear snow from public roads, right-of-way, road allowances, ditches, etc. owned by the municipality unless instructed and authorized by the Municipality. Property owners need to make known to the service providers that snow is not be placed on, pushed across or piled on the municipal roads, right-of-way, shoulders, road allowances or piled where it blocks the ditch drainage and needs to be placed on the property owner’s property.

### **3.6 CUSTOM SNOW CLEARING FOR DRIVEWAYS**

The Municipality performs seasonal snow clearing of driveways when requests are made through the municipal office and a Snow Clearing Agreement (Appendix A) is completed by the landowner/resident and approved by the Municipality prior to commencement of any work. If a property is rented or under transitional ownership (e.g. sale agreement over a number of years, lease-to-own, or similar) the occupant or person(s) to become the property owner upon completion of the agreement may incur custom work charges without pre-payment if the title owner authorizes so by signing and submitting a Snow Clearing Agreement (Appendix A).

- i. The requestor will be required to make a deposit (\$50) in exchange for a laneway sign. The deposit will be returned once the sign is returned in good condition. A Snow Clearing Agreement will need to be signed annually previous to any work commencing for that year. The grader operator will make one pass in/out to the right-of-way to the residence and charge the applicable rate set out in “Appendix B” or the minimum 30-minute rate. The Municipality sets its custom work rates each year by resolution of Council and such rates are referenced in Appendix B.
- ii. It will be the requestor’s responsibility to ensure prior removal of obstacles, clearly mark obstacles and notify the RM of such. This will include and allow for a turn-around in the yard where safe to do so. The RM will determine whether the service can be provided without causing damage to the property or RM equipment in terms of width of the area or turning area. The RM will not be responsible for any damages incurred during the snow clearing operation. Requestors should also caution children of the dangers of playing in or around snow piles adjacent to driveway. The Municipality reserves the right to refuse service if in the opinion, the operator deems the operation to be hazardous or difficult to snowplow. For example: bricks, shrubs, small trees, too narrow to maneuver, overgrowth, unknown but suspected hazards).
- iii. It is also the requestor’s responsibility to place the laneway sign at the end of the driveway at their earliest convenience and remove the sign once services are complete. If a driveway is located off a provincial highway, the requestor will contact the RM office to make the request known.
- iv. This service is to be completed at the discretion of the Grader Operator and only after all municipal roads have been cleared of snow to the satisfaction of the Municipality. Operators, may at their discretion complete a request if it is efficient and to avoid return

trips. Accordingly, all driveway snow clearing recipients shall plan to be serviced five (5) to seven (7) days after a snowfall before the driveway may will be opened. No Schedule of service will be provided. The completion of driveway clearing is subject to equipment availability and proximity to location, with the understanding that municipal public works shall take precedence. In event that equipment is available, but not in the area, travel time (mileage) may be charged in addition to the applicable hourly custom work rate.

- v. The Municipality reserves the right to refuse service for delinquent accounts. Under Section 405 of *the Municipalities Act*, the municipality can add outstanding costs to the taxes associated with that property at the end of the year thereby forming part of and being collectible in the same manner as property taxes.
- vi. If the office receives a one-time request for driveway clearing weather the RM will require anyone requesting driveway clearing to follow the above process (as stated in iv above.)

### **3.7 SNOW CLEARING OTHER THAN DRIVEWAYS**

It is not the RM's primary objective to do custom snow clearing. Exemptions are at the Foreman's discretion. All applicable paperwork is required prior to services rendered; applicable rates apply.

### **3.8 SNOW RIDGING**

The Transportation Staff of the Rural Municipality of Pleasantdale No. 398 periodically requires access to private owned lands for the purpose of snow trapping to help mitigate snow drifting onto municipal roads. In order to ensure that property does not sustain damage or contamination, the municipality will only snow trap on lands where the owners have provided written permission to the municipality.

Each year the municipal operators shall provide the Administrator with a list of land locations where they require snow trapping. The Administration office shall contact the land owners and snow trapping will only be conducted upon receiving a completed "Schedule C" Permission to Access Private Lands for the Purpose of Snow Ridging Agreement from the affected land owners. A new agreement must be signed annually. Snow trapping will only be conducted when there is a sufficient ground cover of snow so that the ground is disturbed as little as possible. If a land owner suspects or is aware of any soil contamination, the RM encourages disclosure or non-consent; the landowner cannot agree to any snow trapping on the affected property. Although it is recommended that they inform the municipality of the type of contamination, it is not required. Any notification of contaminations will be kept confidential. Should the contamination be Clubroot, the Clubroot Policy will supersede this policy.

Policy 434-21 is rescinded.

**Schedule A**  
**Rural Municipality of Pleasantdale No. 398**  
**Snow Clearing Agreement**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_

RURAL MUNICIPALITY OF PLEASANTDALE NO. 398  
(hereinafter referred to as "the Municipality")  
OF THE FIRST PART  
AND

\_\_\_\_\_  
(hereinafter referred to as "the owner")  
OF THE SECOND PART

WHEREAS, the 'Owner' is the owner, purchaser or lessee of the following lands;

\_\_\_\_\_  
(Legal Description)

(Address)

(Phone)

WHEREAS, the Owner desires the Municipality to snowplow his private driveway when the owner places a snow clearing sign at the end of his driveway.

NOW< THEREFORE, the Municipality and the Owner for the consideration hereinafter named, agree as follows:

1. The Municipality agrees to snowplow the private driveway of the Owner when so requested by the Owner, however it shall be understood that such snowplowing shall only be undertaken at the discretion of the Municipality and only after the public roads and highways have been cleared of snow to the satisfaction of the Municipality. This may take several days. If snow clearing is required earlier than this the owner shall retain the services of a private contractor.
2. The Owner hereby agrees to pay to the Municipality a minimum of \$85.00, should the time exceed 30 minutes custom rates will apply. In the event that the charges for work done are not paid within 30 days of the billing date, the Owner agrees that interest will be added at the rate of 2.0% per month and any unpaid bills will be added to and form part of the taxes on the Owner's property at year end. The Municipality may refuse services for delinquent accounts. Prices subject to change.
3. The Owner hereby agrees that he/she will purchase a snow clearing sign from the Municipal Office for \$50.00. The Owner agrees that when snow clearing is required he/she will place the snow clearing sign at the end of the driveway and remove it when the snow has been cleared.
4. The Owner hereby agrees that a phone call to the Municipal Office to request snow clearing is only required if the Owner is adjacent to a provincial highway.
5. The Municipality shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow. Objects that are concealed because of snow coverage must be marked with stakes or otherwise. Example: bricks, shrubs or small trees.

6. The Municipality shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator is too narrow in width or where the trees have become overgrown.
7. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance for this Agreement occur at any person or the property of any person including the Owner.  
SIGNED in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

SIGN# \_\_\_\_\_

**Schedule B**  
**Driveway Snow Clearing Rates**

Charges shall be a minimum of \$85.00, should the time exceed 30 minutes custom rates shall apply.

**Schedule C**  
**Permission to Access Private Lands for the Purpose of Snow Ridging Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

**Rural Municipality of Pleasantdale No. 398**  
Box 70, Naicam SK., S0K 2Z0  
(Herein called the "Municipality")

**AND**

\_\_\_\_\_  
Name (Herein called the "property owner")

\_\_\_\_\_  
Address

BOTH parties to this agreement agree as follows:

1. The property owner authorizes the Municipality to conduct snow trapping at the following land location(s):

**LAND LOCATIONS**

\_\_\_\_\_  
\_\_\_\_\_

2. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance for this Agreement occur at any person or the property of any person including the Owner.
3. The Municipality shall have the right to refuse the snow trapping as requested by a land owner that in the opinion of the operator is hazardous or difficult to plow. (Due to too little snow coverage, obstacles in the way, etc.)

\_\_\_\_\_  
Municipal Representative

\_\_\_\_\_  
Property Owner