



POLICY – PW 01

SNOW REMOVAL AND SANDING

APPROVAL DATE:	2004-11-08	CROSS-REFERENCE:	
RESPONSIBILITY:	Administration		
APPROVER:	Council	APPENDICES:	
REVISION DATE (s):	2005-12-12, 2020-12-07	REVIEW DATE:	2022

POLICY STATEMENT

To establish the guidelines and processes by which winter maintenance, snow removal and sanding shall be conducted within the municipal boundary of the Village of Marwayne.

BACKGROUND

This policy was developed in order to ensure all public roadways within the corporate limits of the Village of Marwayne are maintained to a condition that:

- Minimizes accidents, injury and/or damage to persons, vehicles and property; and
- Permits reasonable vehicular access to primary highways, businesses, industry, school, residences, recreational facilities and public services.

Snow plowing, snow removal and sanding has always been conducted, and remains to be conducted, on a priority basis.



OBJECTIVE

To set the standard by which snow plowing, snow removal and sanding shall be carried out within the boundaries of the Village of Marwayne. Further, the Village of Marwayne takes full advantage of the storage capacity of road rights-of-way and public property in order to minimize the expenditures associated with snow removal and hauling.

DEFINITIONS

CAO is the Chief Administrative Officer for the Village of Marwayne in the Province of Alberta.

Council are the Councillors for the Village of Marwayne in the Province of Alberta.

Employee is a full-time permanent Employee of the Village of Marwayne in the Province of Alberta.

Employer is the Village of Marwayne in the Province of Alberta.

Major Snowfall is a snowfall producing in excess of six (6) inches of snow.

Village is the Village of Marwayne in the Province of Alberta.

GUIDING PRINCIPLES

This policy sets forth the work to be undertaken by Village of Marwayne Public Works Employees during normal working days, except when:

- Weather conditions require that work be completed outside of normal working hours as designated by the CAO; or
- Additional contracted equipment and/or operators are required to meet the standards of this policy or to assist in the handling of extraordinary or extenuating circumstances.

This policy is subject to the terms set forth below:

- **Snow removal**
 - The Village's response to winter maintenance is dependent on the type, severity and duration of the weather conditions.



- All snow removal is conducted and subject to the discretion of the Public Works Foreman, unless otherwise requested by Council or the CAO.
- Snow plowing and/or removal utilizing the grader, the skid steer, or a combination thereof, shall commence only:
 - After a minimum of three (3) inches of snow has accumulated on all priority roadways; and
 - After a minimum of six (6) inches of snow has accumulated on residential roadways.
- Snow plowing and removal at the Marwayne school or on private property may be conducted upon request. All requests must be accompanied by a completed form which is available at the Village administration office and is attached hereto as Schedule "A". Fees for service apply.
- Snow plowing and/or removal shall also commence following a major snowfall, upon the accumulation of what is equivalent to a Major Snowfall, and to mitigate ruts and/or snow drifts deemed to be affecting vehicular movement.
- In instances where another snow fall occurs before all streets have been plowed, snow plowing and removal will re-commence on the priority basis established under this policy.
- Driveways that are obstructed due to snow plowing and/or snow removal by Village Employees shall be cleared before the end of that working day.
- **Priority Areas**
 - The Village shall undertake snow plowing and snow removal in the following order of priority and to the best of our abilities, within the suggested timeframes.
 - Despite the Village's best efforts, there may be extreme snowfall events that exceed the Village's capacity in terms of manpower, equipment, timeframes or resources. In those instances however, the order of priority established under this policy will not change.
 - **Area 1**
 - Railway Avenue (North and South), Centre Street, 1st Street South to the back alley past the Fire Hall, and 2nd Street South from Highway 897 to 2nd Avenue South.



- Target completion of twenty four (24) hours after the conclusion of a Major Snowfall.
- **Area 2**
 - 2nd Street South from the Marwayne school to the manors, 3rd Street North, 2nd Avenue South, 1st Street North, 1st Avenue North and South, and 2nd Avenue North from the Village water treatment plant to Railway Avenue.
 - Target completion of 2nd working day after the conclusion of a Major Snowfall.
- **Area 3**
 - 2nd, 3rd, 4th, and 5th Avenue North, 2nd and 4th Avenue North, 1st Avenue South, 3rd Street South and 1st Avenue South by the Marwayne school.
 - Target completion of two (2) weeks' after the conclusion of a Major Snowfall.
- **Area 4**
 - Back alleys, driveway requests, arena and curling rink parking lots.
- **Sidewalks**
 - A public notification advising property owners of their responsibility to remove snow from their sidewalks shall be included in the newsletter following the first Major Snowfall.
 - Snow removal on sidewalks must be completed within twenty four (24) hours following the conclusion of a Major Snowfall by property owners.
 - Snow must be shoveled back onto the owners property and not onto Village roadways or into back alleys.
 - Following the conclusion of a Major Snowfall, the Village shall wait approximately twenty four (24) hours before removing snow on Centre Street so as to allow business owners the option to shovel snow onto the street for easy removal.
 - Sidewalks shall be inspected for compliance only when a complaint has been received at the Village administration office. The complaint will be formally recorded, including the name and contact information of the complainant, as well as the way and the timeframe in which it was addressed.



- Upon receipt of a complaint, the property and/or business owner shall be given seventy two (72) hours to respond. Failure to respond shall result in snow removal by the Village staff. The cost for snow removal shall then be invoiced to the property owner as per the Village's Fees and Charges Bylaw.
 - Property owners who do not remit payment for the snow removal services rendered within one (1) month of the occurrence, shall have the costs added to their tax roll which will become due and payable to the Village of Marwayne.
 - Sidewalks on, or adjacent to Village property, shall have snow plowing and/or removal conducted within seventy two (72) hours of the conclusion of a Major Snowfall.
 - Depending on the amount of snow accumulation following the conclusion of a Major Snowfall, the Village of Marwayne reserves the right to plow and/or remove snow on roadways and stockpile it on the sidewalk. In doing so, the Village understands that only one (1) sidewalk on that particular roadway would be open for pedestrian traffic. Should the Village be required to take these measures, sidewalks to be covered shall alternate on an annual basis.
- **Sanding**
 - During normal working hours, Public Works Employees shall inspect Village roadways to determine if, when and where, sanding is required. A combination of sand and salt is then minimally applied to those intersections to protect the Village's drainage system.
 - The following intersections, as identified by Council, shall receive sand when conditions have been deemed to be hazardous:
 - Intersections in priority Area 1;
 - School zone;
 - Centre street;
 - Where back alleys abut to roadways;
 - Curve on Railway Avenue North; and
 - Inclines (east end of 3rd Avenue North & the hill coming down towards the arena).



ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
HANDLING INQUIRIES & COMMUNICATING POLICY	Chief Administrative Officer
MONITORING REVIEWS AND REVISIONS	Administrative Assistant

EXEMPTIONS

Snow plowing and removal on Highway 897 is conducted by Alberta Transportation. Snow plowing and removal on South 5th Street (Township Road 524) is conducted by the County of Vermilion River. As the Village is not responsible for snow plowing and removal on these roads, requests for snow plowing and removal should be directed to the appropriate party.

The Village of Marwayne is not responsible for damages incurred as a result of a person's failure to drive according to the road conditions or their lack of adherence to any posted speed limits, traffic signs and/or traffic laws.



SCHEDULE “A” – Snowplow Liability Waiver and Indemnity Agreement

THIS AGREEMENT MADE THIS ____ DAY OF _____, _____

BETWEEN: **THE VILLAGE OF MARWAYNE**
a municipal corporation in the Province of Alberta
(hereinafter referred to as “The Village”)

AND

in the Province of Alberta
(hereinafter referred to as “The Resident”)

WHEREAS the Resident includes an owner, purchaser, lessee or occupant;

AND WHEREAS the Resident wishes to have the Village clear the snow to access the residence located at _____;

AND WHEREAS the Village has agreed, upon request from the Resident and subject to certain terms and conditions, to clear the snow to access the residence.

NOW THEREFORE in consideration of the covenants and agreements hereinafter set forth, the parties hereto covenant and agree to as follows:

1. The Village hereby agrees that subject to certain terms and conditions, and the signing of this Agreement by the Resident, that it will, upon request, clear the snow from the driveway of the above noted property.
2. The Resident hereby agrees and waives their right to bring any claim, action, suit, proceeding or demand against the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any occurrence of snow removal on the premises.
3. The Resident hereby agrees that they indemnify and save harmless the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any claim, action, suit, proceeding or demand



made or brought against the Village by any third party with respect to the clearing of snow on the premises by the Village, and this indemnity, without restricting the generality of the foregoing, includes all legal costs incurred by the Village in defending such claims, actions, suits, proceedings or demands.

IN ACKNOWLEDGEMENT OF THE ABOVE, the Resident hereby requests the Village to clear the snow to access the above noted premises. The Resident understands that Village road snow removal takes precedence over residential snow removal and as such, residential snow removal on the premises may be delayed at any given time, and for any reason. The Resident hereby agrees to the terms and conditions as outlined under this agreement. And lastly, the Resident agrees that if their access cannot be cleared using the Village's bobcat due to obstructions of any sort or the lack of room to maneuver the equipment safely, the Village is relieved from any responsibility under this program.

A non-refundable \$30.00 fee plus GST, as per the Village of Marwayne's Fees and Charges Bylaw 544-15 (as amended), applies to all snow removal requests from Residents. A non-refundable \$15.00 fee plus GST applies to all snow removal requests from Seniors. Each additional 20 minutes, over and above the initial 20 minutes, is charged at a rate of \$30.00 per half hour.

The Resident hereby agrees to remit payment in full prior to the snow removal being completed at the premises in addition to any overages incurred by the Village.

Resident Name: _____

Resident Address: _____

Resident Phone Number: _____

IN WITNESS WHEREOF this Agreement has been executed by the parties effective the day and year first above written notwithstanding the actual date or dates of execution.

Chief Administrative Officer
Village of Marwayne

Resident