

**BY-LAW NUMBER 20-34**

**OF**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**A By-Law to enter into a Boundary Road Agreement between The Corporation of the Township of Clearview and The Corporation of the County of Grey Highlands**

**WHEREAS** Section 29 and 29.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement by which each municipality agrees 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 of repair for that part;

**AND WHEREAS** Ontario Regulation 239/02 made pursuant to the *Municipal Act* has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained;

**AND WHEREAS** those highways described in Schedule "A" to this Agreement touch upon the road allowances of the Parties hereto and each has agreed that they shall be maintained in accordance with the Minimum Maintenance Standards for Municipal Highways by the Parties in accordance with the designation of responsibility for maintenance and repair as allocated in Schedule "A";

**NOW THEREFORE** in consideration of the covenants herein contained and other good and valuable consideration, the Parties hereto covenant and agree as follows:

1. That the Agreement attached hereto as Schedule "A" forms part of this By-law.
2. That the Mayor and Clerk be authorized to execute the agreement on behalf of the Township of Clearview;
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-Law Number 20-34 read a first, second and third time and finally passed this 25<sup>th</sup> day of May, 2020.

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MAYOR

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DIRECTOR OF LEGISLATIVE SERVICES/CLERK

**Schedule "A" to By-law 20-34**

**Boundary Road Agreement**

This agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Between:

**The Corporation of the Township of Clearview**

Hereinafter referred to as "**Clearview**"

**The Corporation of the Municipality of Grey Highlands**

Hereinafter referred to as "**Grey Highlands**"

**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; and

**Whereas** boundary roads exist on the boundary between the Township of Clearview and Municipality of Grey Highlands 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 a particular portion of the Road(s);

**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 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* 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* 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 second Monday of November and the second Friday of April annually. Each Party agrees that it shall also attend to winter events that occur prior to November the second Monday in November and after the second Friday 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 Season Maintenance:** means the continuous period of time between after

the second Friday in April to the second 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 15<sup>th</sup> and After April 1<sup>st</sup> 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 at the 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 31<sup>st</sup> 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 there are no bridges along the boundary.

#### **9. Annual Review and Planning**

Each year throughout the Term of the Agreement, after April 15<sup>th</sup> and not later than June 30<sup>th</sup>, 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 Grey Highlands and Clearview 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 Clearview  
217 Gideon Street  
Stayner, ON L0M 1S0

And to:

The Clerk's Office  
The Corporation of the Municipality of Grey Highlands  
PO Box 409  
206 Toronto Street South, Unit 1  
Markdale, ON N0C 1H0

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 enure 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.

**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 Clearview

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

The Corporation of the Municipality of Grey Highlands

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
Clerk

## Schedule 'A' to the Boundary Road Agreement

### Part 'A' Clearview Responsibilities

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

<b>Road Section</b>	<b>Maint. Class-ification</b>	<b>Clearview Road ID</b>	<b>Grey Highlands Road ID</b>
Sideroad 26 & 27 Nottawasaga from Osprey-Clearview Townline East 1.1 km	6	606	N/A

The Township of Clearview agrees to operate, maintain, renew, insure and administer for winter maintenance only:

<b>Road Section</b>	<b>Maint. Class-ification</b>	<b>Clearview Road ID</b>	<b>Grey Highlands Road ID</b>
Collingwood Road from Grey Road 124 to End	6	N/A	756
Osprey Street from Grey Road 124 to End	6	N/A	749
William Street from Grey Road 124 to End	6	N/A	744
Youill Street from Grey Road 124 to End	6	N/A	425

**Part 'B' Grey Highlands Responsibilities**

The Municipality of Grey Highlands agrees to operate, maintain, renew, insure and administer for routine and winter maintenance:

<b>Road Section</b>	<b>Maint. Classification</b>	<b>Clearview Road ID</b>	<b>Grey Highlands Road ID</b>
Osprey-Clearview Townline from Eagle Crescent to Grey Road 31	4	1019	872

The Municipality of Grey Highlands agrees to operate, maintain, renew, insure and administer for winter maintenance only:

<b>Road Section</b>	<b>Maint. Classification</b>	<b>Clearview Road ID</b>	<b>Grey Highlands Road ID</b>
Sideroad 26 & 27 Nottawasaga from Osprey-Clearview Townline East 1.1 km	6	606	N/A

The Municipality of Grey Highlands agrees to operate, maintain, renew, insure and administer for routine maintenance only:

<b>Road Section</b>	<b>Maint. Classification</b>	<b>Clearview Road ID</b>	<b>Grey Highlands Road ID</b>
Collingwood Road from Grey Road 124 to End	6	N/A	756
Osprey Street from Grey Road 124 to End	6	N/A	749
William Street from Grey Road 124 to End	6	N/A	744
Youill Street from Grey Road 124 to End	6	N/A	425

# Boundary Road Agreement Map



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

**Part 'A' Township of Clearview**

**ONTARIO REGULATION 239/02**

**MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS**

**Consolidation Period:** From May 3, 2018 to the [e-Laws currency date.](#)

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

***This Regulation is made in English only.***

**Definitions**

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;\_

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

- (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE  
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

**Application**

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

**Purpose**

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

**Patrolling**

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(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. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(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. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE  
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

**Weather monitoring**

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

**Snow accumulation, roadways**

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways 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; O. Reg. 366/18, s. 5 (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.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (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:

- 1. Patrolling highways.
  - 2. Performing highway maintenance activities.
  - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (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; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
  - (a) plowing the roadway;
  - (b) salting the roadway;
  - (c) applying abrasive materials to the roadway;
  - (d) applying other chemical or organic agents to the roadway;
  - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE  
SNOW ACCUMULATION - ROADWAYS

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

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

**Snow accumulation on roadways, significant weather event**

**4.1** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

**Snow accumulation, bicycle lanes**

**4.2** (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane 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 to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.

- (4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,
  - (a) plowing the bicycle lane;
  - (b) salting the bicycle lane;



- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or
- (f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE  
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

**Snow accumulation on bicycle lanes, significant weather event**

**4.3** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

**Ice formation on roadways and icy roadways**

**5.** (1) 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 in accordance with section 3.1.
2. Patrol in accordance with section 3.
3. 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, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(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 applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(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. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1  
ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours

2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2  
TREATMENT OF ICY ROADWAYS

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

O. Reg. 366/18, s. 8.

**Icy roadways, significant weather event**

**5.1** (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Potholes**

**6.** (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1  
POTHoles ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1000 cm <sup>2</sup>	8 cm	7 days

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4	1000 cm <sup>2</sup>	8 cm	14 days
5	1000 cm <sup>2</sup>	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2  
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm <sup>2</sup>	8 cm	7 days
4	1500 cm <sup>2</sup>	10 cm	14 days
5	1500 cm <sup>2</sup>	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3  
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm <sup>2</sup>	8 cm	7 days
2	1500 cm <sup>2</sup>	8 cm	7 days
3	1500 cm <sup>2</sup>	8 cm	14 days
4	1500 cm <sup>2</sup>	10 cm	30 days
5	1500 cm <sup>2</sup>	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

**Shoulder drop-offs**

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE  
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

**Cracks**

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE  
CRACKS

Column 1	Column 2

Class of Highway	Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

**Debris**

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

- (a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and
- (b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

**Luminaires**

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

- (a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;
- (b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;
- (d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

- (a) a lamp, and

- (b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply.  
O. Reg. 239/02, s. 10 (7).

TABLE  
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

O. Reg. 239/02, s. 10, Table.

**Signs**

**11.** (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

**Regulatory or warning signs**

**12.** (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next

inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE  
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days
3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

#### Traffic control signal systems

**13.** (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

#### Traffic control signal system sub-systems

**14.** (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

**Bridge deck spalls**

**15.** (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE  
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1,000 cm <sup>2</sup>	8 cm	7 days
4	1,000 cm <sup>2</sup>	8 cm	7 days
5	1,000 cm <sup>2</sup>	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

**Roadway surface discontinuities**

**16.** (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE  
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

**Sidewalk surface discontinuities**

**16.1** (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users’ attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

**Encroachments, area adjacent to sidewalk**

**16.2** (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users’ attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

**Snow accumulation on sidewalks**



**16.3** (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

**Snow accumulation on sidewalks, significant weather event**

**16.4** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

**Ice formation on sidewalks and icy sidewalks**

**16.5** (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

**Icy sidewalks, significant weather event**

**16.6** (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and

(b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

#### **Winter sidewalk patrol**

**16.7** (1) 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 sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

#### **Closure of a highway**

**16.8** (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

- (a) when a municipality passes a by-law to close the highway or part of the highway; and
- (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

#### **Declaration of significant weather event**

**16.9.** A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.
4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

### **REVIEW OF REGULATION**

#### **Review**

**17.** (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

**18.** OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

## **Part 'B' Municipality of Grey Highlands**

### **Minimum Maintenance Standards**

The Municipality of Grey Highlands 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 30, the municipality will monitor the weather, both current and forecast to occur in the next 24 hours three times per calendar day.

From April 1 to October 31, the municipality will monitor the weather, both current and forecast to occur in the next 24 hours, once 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

### Early Morning – 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. On the patroller's day off (typically Wednesday), the scheduled foreman or supervisor for that week will substitute and perform all regular duties of the patroller as required.

This person will be responsible for driving the representative roads throughout Euphrasia, Artemesia, Osprey, Markdale and Flesherton and checking problem areas. It is their responsibility to call the plow operators at the appropriate call out times (usually either 4:00 a.m. or 6:00 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 Mr. Compliance 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. The daily patrol report will be sent to internal staff and to the local bus company on weekdays. The patroller will then operate a backhoe during his shift to clear parking lots in Markdale as needed. This six-hour shift will be worked by this early morning patrol person typically from Mid-November to mid-March, depending on weather conditions.

### Day Patrol - Weekdays

The supervisor and two foremen are each responsible for patrolling *all roads* within their area of responsibility in accordance with the Patrolling Frequency Table above. The trucks driven by the supervisor and foremen are equipped with GPS and the status of each road is automatically updated in Mr. Compliance as the patrol is completed.

### 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
ProMelt Ultra 1000 (Liquid)	20 – 30 L / single lane km

##### Notes:

- Rate is specified in kg / 2-lane km for road sand with salt mix
- Rate is specified in litres / single lane km for direct liquid application
- Direct liquid application for anti-icing must be applied to a dry surface only
- No adding salt to the sand/salt mix will be allowed, except during a freezing rain event

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