

## WINTER ROAD MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date").

BETWEEN:

WESTLOCK COUNTY  
10036 – 106 Street  
Westlock AB T7P 2G1

A municipality Incorporated under the Laws of the Province of Alberta  
(Hereinafter referred to as "Westlock")

OF THE FIRST PART

- and -

THE SUMMER VILLAGE OF LARKSPUR  
23 Neilson Drive  
Island Lake South AB T9S 1S1

A municipality Incorporated under the Laws of the Province of Alberta  
(Hereinafter referred to as "Larkspur")

OF THE SECOND PART

WHEREAS Westlock and Larkspur have transportation requirements of mutual concern; and

WHEREAS Westlock and Larkspur have the resources available to resolve these concerns; and

WHEREAS Westlock and Larkspur deem it prudent and economical to enter into an agreement whereby Westlock will provide maintenance on several roads located within Larkspur.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement it is agreed by Westlock and Larkspur as follows:

1. Roads to be Maintained: Subject to the terms of this Agreement, Westlock shall provide winter maintenance to Larkspur Drive, Maple Crescent, Meadowlark Crescent, Elk Crescent, Beaver Crescent and Pike Crescent, which fall within Larkspur boundaries, as more particularly outlined in Schedule 'A': Road Maintenance, attached and incorporated into this Agreement.
2. Services: It is acknowledged and agreed to by Westlock and Larkspur that road maintenance under this Agreement is limited to winter maintenance as outlined in Westlock County Road Maintenance Policy, applicable sections of which are attached and incorporated into this Agreement as Schedule 'B' , and includes snow removal only (the "Services"). Larkspur shall furnish to Westlock such information in its possession reasonably required for the proper performance of the obligations of Westlock, and shall, in every way provide such cooperation as is reasonable in order for Westlock to be able to perform the Services.
3. Fees: The costs of all Services carried out by Westlock under this Agreement shall be the applicable Alberta Roadbuilders & Heavy Construction Association Equipment Rental Rates Guide amounts,

plus 5% for AWD equipment (as updated annually); and will be the responsibility of Larkspur. Westlock shall invoice Larkspur periodically for the costs incurred and Larkspur shall pay such invoices within thirty days of receipt.

4. Service Initiation: The following are authorized by Larkspur to request snow clearing services be performed in Larkspur: Any Larkspur Administrative Staff, any member of Larkspur Council. Westlock may contact the CAO of Larkspur if the equipment operator will be in the area performing snow clearing on Westlock roads to see if Larkspur wishes to have snow clearing services performed at that time if they have not already been requested by Larkspur.
5. Maintenance Standard: Westlock and Larkspur agree that the level of maintenance to be provided shall be at Westlock's discretion, but the standard shall not be less than that provided to similar roads within Westlock's jurisdiction and area. Larkspur reserves the right to periodically inspect Westlock's work under this Agreement and discuss levels of service.
6. Larkspur's Right to Conduct Maintenance: Larkspur maintains the right to conduct snow and ice control services on those roads identified in Paragraph 1 above and as outlined in Schedule 'A' to ensure safe and acceptable conditions, as determined by Larkspur in its sole discretion.
7. Indemnity: Each party (the "Indemnifying Party") shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the other party, its councillors, officers, employees, contractors, agents and representatives (the "Indemnified Parties") from and against all liabilities, losses, injuries, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, which any of the Indemnified Parties may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, to the extent that the foregoing are resulting from or arising out of all or any of the following:
  - a. negligent action or negligent failure to act of the Indemnifying Party and/or any of those persons for whom the Indemnifying Party is responsible at law (including, without limitation, any of its employees or subcontractors); or
  - b. any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Indemnifying Party to be fulfilled, kept, observed or performed.

The provisions of this Section are in addition to and shall not prejudice any other rights of the other party at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

8. Independent Contractor: Westlock is an independent contractor for the purpose of this Agreement and shall not be deemed to be a servant, employee or agent of Larkspur. Westlock shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this Agreement.
9. Term: It is agreed by both parties that the term of the Agreement shall be for a period of five years, commencing on the Effective Date (the "Term"), subject to the condition that the Services to be performed by Westlock shall be reviewed annually on or near the anniversary date of the Effective

Date (the "Annual Review"). In the event either party is not satisfied with the performance by the other party in the preceding year, this Agreement may be terminated by written notice to be delivered to the other party no more than thirty (30) days following the Annual Review.

10. Dispute Resolution: The parties shall attempt to resolve any dispute between them arising out of, or in connection with, this Agreement, including any inability to agree on revisions to the Services or payments, in accordance with the following steps:
  - a) Step One: The Chief Administrative Officers shall first attempt to settle the matter at the administrative level;
  - b) Step Two: Should Step 1 not result in a satisfactory resolution to either party, the Councils of the two parties shall meet to attempt to settle the matter;
  - c) Step Three: Should Step 2 not result in a satisfactory resolution to either party, the parties agree to enter in to into a ~~non-binding~~ mediation process with the assistance of a mediator on a without prejudice basis on a 50/50 cost-share basis. The mediator shall be appointed by agreement of the parties.
  - d) Step Four: If a dispute cannot be settled within a period of forty-five (45) calendar days with the mediator, then either party may invoke the arbitration process as set out in the Inter-Collaborative Framework (ICF) between the parties.
  
11. Freedom of Information and Protection of Privacy: The parties acknowledge that as Westlock and Larkspur are public bodies subject to the provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP"), the following provisions must be complied with:
  - a. if any personal information is provided by one party to the other party (the "Receiving Party") under this Agreement, the Receiving Party must keep such personal information confidential, use such personal information only for the purposes for which it has been provided for and ensure that appropriate security measures are in place to protect such personal information from unauthorized use or disclosure, in accordance with FOIPP and all other applicable federal, provincial and municipal legislation and related regulations;
  - b. records in the possession of either party, including this Agreement, related materials, and records created pursuant to it, are subject to disclosure in accordance with the provisions of FOIP, and such disclosure shall not constitute a violation of any confidentiality provisions contained in any agreement between the parties; and
  - c. notwithstanding the termination or expiry of this Agreement, each party acknowledges that information and records compiled or created under this Agreement which are in their custody are subject to FOIPP.

IN WITNESS WHEREOF Westlock and Larkspur have executed and delivered this Agreement as of the \_\_\_\_\_ day, of \_\_\_\_\_, 2019.

**WESTLOCK COUNTY**

**SUMMER VILLAGE OF LARKSPUR**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Chief Administrative Officer

**SCHEDULE A: ROAD MAINTENANCE**

**Larkspur roads receiving snow removal services under this agreement are marked in red below**





## SCHEDULE 'B'

### SNOW REMOVAL

#### 7. GENERAL:

- 7.1 Snow conditions determine the type of equipment County staff use to clear snow off roads. Snowplow trucks with sanding units are typically used for paved surfaces. Motor graders with snow wings and v-plows are typically used for gravel roads.
- 7.2 The County also uses motor graders on both paved and graveled roads to wing the snow down the shoulder. Other types of equipment may be necessary depending on the volume of snow to be removed and the specific characteristics of certain locations in which equipment sometimes must work.
- 7.3 The County will also make arrangements with local contractors and farmers well before winter to obtain their assistance with snow removal work in severe conditions such as an abnormally large snowfall.
- 7.4 The County should maintain a good relationship and a good line of communication with the RCMP to ensure both agencies release accurate and coordinated Information to the public in a timely manner concerning road conditions. This is particularly important when road driving conditions have deteriorated below good winter driving conditions.
- 7.5 Equipment operators shall mark hazards to equipment in their beat such as
  - 7.5.1 manholes,
  - 7.5.2 guardrail ends,
  - 7.5.3 bridge abutments,
  - 7.5.4 expansion joints,
  - 7.5.5 other hazards to equipment as determined necessary,so that equipment operators can clearly determine the position of those hazards when they are doing snow removal work.
- 7.6 The County's snow removal standards outlined in this policy are based on an average winter snowstorm. An average winter snowstorm is defined as a snowstorm where
  - 7.6.1 snowfall ranges between three (3) and eight (8) centimetres,
  - 7.6.2 the air temperature is lower than minus ten degrees (-10° C),
  - 7.6.3 the wind velocity is less than 15 kilometres per hour.
- 7.7 If, in the opinion of the Operations Supervisor,
  - 7.7.1 visibility has been reduced to the point that it would be too hazardous to continue snow removal work, or
  - 7.7.2 any other significant hazard exists to equipment operators conducting snow removal operations,

the Director of Engineering and Infrastructure, the CAO, or their designates, may order equipment operators to move snowplows and other snow removal equipment off the roads to safe locations until the hazard subsides.

- 7.8 If the County pulls snow removal crews off of roads as per section 7.7, the public shall be notified.
- 7.9 Occasionally severe storms may require the County to close roads. Under the authority of Part VI, subsection 3 of Bylaw No. 12-2012, the Traffic Bylaw, the following people have the authority to temporarily close a County road:
  - 7.9.1 the CAO,
  - 7.9.2 the Director of Engineering and Infrastructure,
  - 7.9.3 a Peace Officer,
- 7.10 If the County closes a road as per section 7.9, the County will notify the public.
- 7.11 Equipment Operators should pull snowplows to the side of the road at least every one (1) kilometer, if required, to allow vehicle traffic to pass. This interval may have to be shortened when traffic is heavy or when rear visibility is obscured.
- 7.12 Equipment Operators driving snowplows must adjust their speed according to snow, wind and traffic conditions for the safety of themselves and surrounding traffic.
- 7.13 The highest recommended plowing speed is 20 to 25 kilometres per hour with their blades down under ideal conditions.

## **9. SNOW REMOVAL FROM PAVED SURFACES:**

- 9.1 "Good winter driving conditions" exist on a paved road when ice and snow have been removed from the road and excessive loose snow has been removed from the shoulders and centerline of the road. Sections of ice and packed snow are acceptable and can be expected within the driving lanes between wheel paths as well as on the centerline.
- 9.2 Given the wide variation in storms, the County may meet, exceed, or find the standard described in section 9.1 unattainable.
- 9.3 If the County determines that "good winter driving conditions" are unattainable due to the severity of storm conditions, the County will notify the public by posting a notice on the main page of the County's website and/or other means as the County deems appropriate.
- 9.4 Even though "bare pavement" may often be achieved, it is not a standard to which the County aspires to due to constraints on its resources.

- 9.5 The County's basic strategy for snow removal and ice control is to first remove snow and ice with suitable equipment and then treat any remaining snow and ice with road salt, a road salt and sand combination, or some other de-icing mixture.
- 9.6 The County will give priority to sections of road where accumulated snow and ice pose a particularly high risk such as
- 9.6.1 steep hills,
  - 9.6.2 intersections,
  - 9.6.3 curves,
  - 9.6.4 high volume sections of road, and
  - 9.6.5 railroad crossings
- 9.7 County equipment operators will conduct the following "clean up" work as the equipment operators carry out snow removal work:
- 9.7.1 plowing shoulders of roads,
  - 9.7.2 plowing intersections,
  - 9.7.3 other locations the Public Works Department deems appropriate.
- 9.8 The County generally will not begin removing snow from roads until after a storm has subsided. However, if a storm continues in excess of a day, the County will endeavor to begin snow removal operations on the second day of the storm and continue the snow removal operations until the road network has been covered once.
- 9.9 If a snowstorm continues beyond two days, snow removal operations will be repeated on the third day and every subsequent day that the storm continues.

## **10 SNOW REMOVAL FROM GRAVEL ROADS:**

- 10.1 Good winter driving conditions exist on gravel roads when:
- 10.1.1 an appropriate amount of snow has been packed into the road surface to hold gravel in place and even out the road surface, and;
  - 10.1.2 excessive snow and ice have been removed from the shoulders and centreline of the road.
- 10.2 Given the wide variations in storms, the County may meet, exceed, or find the standard described in Section 10.1 unattainable.
- 10.3 If the County determines that "good winter driving conditions" are unattainable due to



the severity of storm conditions, the County will notify the public by posting a notice on the main page of the County's website and/or other means as the County deems appropriate.

10.4 The County will endeavour to begin snowplowing operations on gravel roads when:

10.4.1 at least 10 to 15 centimetres of snow has accumulated on the roads, or;

10.4.2 winds have created snow drifts of more than 10-15 centimetres on roads.

10.5 If the first snowfall of the winter leaves about 15 centimetres or less of snow on gravel roads, the County will leave the snow on the gravel roads to be packed in by traffic in order to freeze gravel in place.

10.6 If the first snowfall of the winter leaves more than about 15 centimetres of snow on gravel roads, The County will endeavor to remove a layer of snow from gravel roads, leaving about 10 to 15 centimetres of snow to be packed in by traffic.

10.7 Equipment Operators will be careful not to remove gravel from the road surface when carrying out snow removal duties.

10.8 The County generally will not begin removing snow from gravel roads until after a storm has subsided. However, if a storm continues in excess of a day, the County will endeavor to begin snow removal operations on the second day of the storm and continue the snow removal operations until the road network has been covered once.

10.9 If a snowstorm continues beyond two days, snow removal operations will be repeated on the third day and every subsequent day that the storm continues.

10.10 Residents clearing snow from their driveways are asked to push the snow to the right side of their driveway going out. Pushing it to the left side of a driveway near the edge of the road will cause County snowplows removing snow from roads to inadvertently push it back into the entrance of the driveway.

10.11 Residents must not dispose of snow from their driveways by pushing it across the road. This can create unsafe driving conditions for other road users and, where the road is a gravel road, cause gravel loss from the road.

## 11 DE-ICING APPLICATIONS:

11.1 Under many conditions, the application of suitable amounts of de-icing chemicals onto the roadway helps remove packed snow and ice. This improves vehicle traction. Sand/salt

combinations or other de-icing chemicals are most often used on paved surfaces; however, de-icing chemicals can also be used on sections of gravel roads where there are hills, corners, curves, or other features that warrant the use of de-icing chemicals.

11.2 Generally, the County will only use de-icing chemicals for three purposes:

11.2.1 to remove snow and ice from roads that cannot be removed economically by equipment, and

11.2.2 to prevent ice formation and build up on roads,

11.2.3 to prevent County sand stockpiles from freezing.

11.3 County equipment operators should conduct sanding operations at speeds in line with the road conditions but no greater than 60 kilometres an hour. Equipment operators should reduce the speed of the spinner on sanding units to avoid hitting approaching vehicles with sand and damaging them.

11.4 Equipment operators conducting sanding operations on roads with heavy traffic should sand only one lane at a time to avoid damaging other vehicles.

## 12. ICE-BLADING:

12.1 Ice-blading involves the removal or roughening of ice and packed snow. Ice-blading may be carried out when sanding is not effective.