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| POLICY #PW 015 | | POLICY TITLE: | SNOW PLOW FLAG |
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| APPROVAL DATE AND MOTION: | May 22, 2007 (83-05-07) | CROSS- REFERENCE: | Policy PW 032 Winter Road Maintenance Standards; Fee Bylaw |
| RESPONSIBILITY: | Public Works Department | APPENDICES: | |
| APPROVER: | Council | EFFECTIVE DATE: | May 22, 2007 (83-05-07) |
| REVISION DATE(S)/ MOTION # | 06-01-11 (January 11, 2011); 26-06-13 (June 11, 2013); 43-04-14 (April 8, 2014); 25-10-15 (October 27, 2015); 2024-08-37 (August 20, 2024), 2024-10-53 (October 22, 2024), 2025-06-54 (June 24, 2025) | NEXT REVIEW DATE: | June 2026 |

1. DEFINITIONS (Provide definitions of the key terms used within the Policy)

1.a. **Buffalo Trail Public Schools Yard Service:**

- 1.a.i. **End of Route:** Exists on a bus route where the bus must go into the private yard to turn around, because the approach is not suitable for a turnaround manoeuvre. The yard turn arounds are determined by Buffalo Trail Public School Division.
- 1.a.ii. **Essential:** A turnaround that exists because the approach is unsuitable for a pickup.
- 1.a.iii. **Parental Choice:** A yard service exists on a bus route where the bus uses the private yard to pick up the student at the parent/guardian's request.

1.b. **Senior Citizen:** A County of Vermilion River resident aged 65 or older.

1.c. **Disabled Persons:** A County of Vermilion River resident that provides proof of a disability number.

- 1.d. **County** means the County of Vermilion River
- 1.e. **Council** means the Council of Vermilion River.
- 1.f. **Municipal Limits** means the boundary lines of the County of Vermilion River and the neighboring municipalities.
- 1.g. **Non-Resident** means a person who is registered under the Land Titles Act as owner of the land that is outside of the **Municipal Limits** of the County of Vermilion River.
- 1.h. **Resident** means a person who is registered under the Land Titles Act as owner of the land that is within the **Municipal Limits** of the County of Vermilion River.
- 1.i. **Residential Property** means an occupied property that is the primary residence of a **Resident**, **Non-Resident**, or their tenant.
- 1.j. **Snow Removal** means the clearing, loading, and hauling of snow to an approved stockpile.
- 1.k. **Snow Clearing** means the clearing and stockpiling of snow in the direct vicinity of where the snow was cleared from a road, laneway, or approach.
- 1.l. **Access** means the most direct route from a residential dwelling to the public roadway by means of a vehicle.
- 1.m. **Hamlet** means the named Hamlets located within the **Municipal Limits** of the County of Vermilion River that are the responsibility of the County; Blackfoot, Islay, Clandonald, Rivercourse, Tulliby Lake, McLaughlin, Streamstown, and Dewberry.
- 1.n. **Equipment** means any type of motorized machinery used for the purpose of snow clearing and winter road maintenance including and limited to graders and snow plow trucks.
- 1.o. **Tax Arrears** means any outstanding balance owed to the **County** that is past the posted due date.

2. POLICY STATEMENT

- 2.a. The County of Vermilion River recognizes that private residential property **access snow clearing** service during the winter season is a level of service to be provided to county residents.

3. OBJECTIVE

- 3.a. To provide **access snow clearing** to **County Residents** on private **Residential Property**.

4. BACKGROUND

- 4.a. The Snow Plow Flag policy was first adopted May 22, 2007 for the additional service to all residents of the County of Vermilion River for snow removal of their driveways during the winter seasons.
 - 4.a.i. Additional exceptions to payment have been made for bus routes, senior citizens and disabled persons.
 - 4.a.ii. The policy has undergone 6 previous revisions with adjustments being made regarding the procedure for buying a snow plow flag, amount of clearing being completed, and the requirement for a liability waiver.

5. GUIDING PRINCIPLES

- 5.a. The **County** will provide **access snow clearing** on **residential property** to qualifying **residents** for a fee as determined by Fee Bylaw.
- 5.b. The **County** will not complete **Snow Removal** on any residential property.
- 5.c. The following are not eligible to receive the **snow clearing** service:
 - 5.c.i. **Residential property** in **Hamlets**.
 - 5.c.ii. The **residential property** is not located within the **municipal limits** of the **County**. I.e. A **non-resident**.
 - 5.c.iii. The **residential property** is in **tax arrears**. If all outstanding **tax arrears** are paid prior to the application deadline, the **resident** is eligible for the service.
 - 5.c.iv. Undeveloped road allowances, clearing of yards, access to accessory buildings, or bale yards, etc. are not eligible.
- 5.d. The **County** will prioritize clearing of roads, as per policy PW 032 Winter Road Maintenance Standards.
- 5.e. The **County** will complete snow clearing as per policy PW 032 Winter Road Maintenance Standards when the accumulation of snow fall is equivalent to 5.a.vii.b or 5.a.vii.c. In the event of a localized accumulation, **residents** who are receiving the service are to request **snow clearing** to the Public Works Department. Depending on total snow accumulation and weather conditions, snow clearing will be completed at the discretion of the equipment operator and/or foreman to prevent potential damages to the residents property.

- 5.f. To receive the snow clearing service, a Snow Plow Liability Waiver and Indemnity Agreement must be completed and submitted by the **Resident** at time of purchase. The application period will be from September 1 until November 1 OR the first major snowfall of the winter season that impedes the inspection of the requested service, whichever comes first.
- 5.g. If there are multiple occupied dwellings located within one residential property a single snow plow flag can be purchased provided that the access snow clearing for both residents can be completed within the same in and out path. If the access snow clearing requires two in and out paths, each dwelling requires a snow plow flag.
- 5.h. If two separate residential properties share an access road or an access road crosses another property, a Snow Plow Liability Waiver and Indemnity Agreement must be completed by the registered owner of the property where the access road is located regardless if they have requested snow clearing access to their residential property.
- 5.i. If the **residential property** is occupied by a tenant, the Snow Plow Liability Waiver and Indemnity Agreement must be completed by the registered owner of the property. A tenant can not complete the Snow Plow Liability Waiver and Indemnity Agreement.
- 5.j. Snow plow flags that are placed at the entrance of an access will not be provided. The **County** is utilizing digital mapping in conjunction with the completed applications to identify those receiving service.
- 5.k. Inspections are required on every new service that is requested, and every third year following the initial inspection. The **County** will complete an inspection of a yard site prior to issuing a Snow Plow Liability Waiver and Indemnity Agreement to ensure adequate ability of the **County Equipment** to complete the service.
- 5.l. If Buffalo Trail Public Schools deems a residential property an End of Route, or Essential Turnaround all guiding principles within this policy apply.
- 5.m. The **County** reserves the right to refuse any yard service request.
- 5.n. All requests for service will require payment as per the Fee Bylaw. The rate for **Seniors, Disabled Persons, Buffalo Trail Public Schools Yard Service (End of Route, Essential and Parental Choice)** will be set out in this Schedule. The fee to be paid will be determined based on the full time occupants of the residential property.

6. ROLES & RESPONSIBILITIES

| ROLE/TASK | TITLE(S) OF PERSON RESPONSIBLE |
|---|---|
| HANDLING INQUIRIES | General Manager – Public Works Operations or Designate |
| MONITORING REVIEWS AND REVISIONS | General Manager- Public Works Operations in conjunction with the Executive Assistant to CAO and Council |
| IMPLEMENTING POLICY | Council |
| COMMUNICATING POLICY | Chief Administrative Officer |
| INTERNAL STAKEHOLDERS | Administration; Council |
| EXTERNAL STAKEHOLDERS | Residents |

7. EXCEPTIONS

7.a. An exception can be made for Community Halls, Churches, or Cemeteries under the following circumstances.

7.a.i. The facility is on **County** owned property, and the community group/user group can demonstrate that they are not capable of funding or completing the snow clearing on their own.

7.a.ii. If the facility is not on **County** owned property, and the community group/user group can demonstrate that they are not capable of funding or completing the snow clearing on their own. The group must sign a Snow Plow Liability Waiver and Indemnity Agreement.

7.b. An exception will be made for residential properties where a change of ownership occurs during the winter months. If the original owner of the property had purchased a snow plow flag for the current season and an inspection has occurred within the last three years, the new owner of the property may purchase a snow plow flag at any time during the season provided the Snow Plow Liability Waiver and Indemnity Agreement is completed and submitted.

8. POLICY EVALUATION

8.a. Needs assessment if required

- 8.b. Process evaluation to measure whether the policy is meeting its intended objective;
- 8.c. Outcome evaluation to determine whether the policy has met its objective and whether additional opportunities for improvement in the policy can be identified.
- 8.d. This policy is to be reviewed annually in the months of May or June.