



*7 Third Avenue
Whitney, Ontario*

AGENDA

**ASSET MANAGEMENT COMMITTEE MEETING
November 15, 2023 9:00 a.m.**

**Council Chambers
Municipal Office
7 Third Avenue
Whitney, Ontario**

And ZOOM and livestreamed to You Tube Channel: South Algonquin Council

Open Meeting/Call to order-9:00 a.m.

1. Land Acknowledgement

We acknowledge that we are gathered on the unceded Traditional Territory of the Algonquin Anishinaabeg people, specifically the Matouweskarini (people of the Madawaska River). We further acknowledge that the Algonquin People have been stewards of this land since time immemorial and we strive to treat the land along with the flora and fauna it supports, the people, their customs and traditions, with honour and respect. Today, this area is home to people of all walks of life, and we acknowledge the shared opportunities and responsibilities to live, work and survive within this beautiful territory. Chi-miigwetch, All my relations

2. Additions / Amendments to the Agenda

3. Adoption of the Agenda

4. Disclosure of Pecuniary Interest

5. Delegations/Presentations

- Sarah Hobbs – Introduction to Townsuite

6. Unfinished Business

7. New Business

- Draft Parking By-Law
- Draft Memorial Policy
- Report – Proposed Cell Phone Project
- Draft DNSSAB Agreement – Resource Centre, 9 Post Street
- Draft MECP Road Maintenance Agreement – Non-Operational Parks

8. Adjournment

NOTE: Submissions received from the public, either orally or in writing, may become part of the public record.

**THE CORPORATION OF
THE TOWNSHIP OF SOUTH ALGONQUIN
BY-LAW NO.**

Being a by-law to regulate parking, control traffic or leaving of a vehicle on specific highways in the Township.

WHEREAS, pursuant to the provisions of Section 8 of the Municipal Act, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act,

AND WHEREAS pursuant to the provisions of Section 11(1) of the Municipal Act, S.O. 2001, c.25, as amended, Council of a Municipality may pass by-laws respecting matters within the spheres of jurisdiction of Highways, including parking and traffic on highways,

AND WHEREAS pursuant to the provisions of Section 101(2) of the Municipal Act, S.O. 2001, c.25, as amended, if the municipality passes a by-law to regulate and prohibit the parking or leaving of a motor vehicle on certain highways in the Township, it may provide for the removal and impounding or restraining and immobilizing of any vehicle, at the vehicle owner's expense, parked or left in contravention of the by-law and subsection 170(15) of the Highway Traffic Act applies to the by-law.

AND WHEREAS it is deemed expedient to regulate and restrict the parking of vehicles on or adjacent to highways under the jurisdiction of the Corporation of the Township of South Algonquin;

NOW THEREFORE the Council of the Corporation of the Township of South Algonquin hereby enacts as follows:

PART I- INTERPRETATION AND DEFINITIONS

SECTION 1

- a) That for the purposes of this By-law, the following definitions shall apply to the following words and phrases when used in this By-law:
- b) **“Authorized Emergency Vehicles”** shall include vehicles of the Fire Department, Police Department, and such ambulance and emergency vehicles of the Municipal Departments, or public service corporation as are designated or authorized by the Municipality.
- c) **“Boulevard”** shall mean all parts of the highway save and except any roadway, shoulder and sidewalk; and
- “Outer Boulevard”** shall mean that part of the highway lying between any sidewalk and the traveled portion of the highway or the near edge of the shoulder where such exists;
1. **“Inner Boulevard”** shall mean that part of the highway lying between the property line and the edge of the sidewalk nearest the property line and where there is no sidewalk, it means that part of the highway lying between the property line and the traveled portion of the highway or the edge of the shoulder, where such exists, furthest from the traveled portion of the highway.
- d) **“Commercial Motor Vehicles”** shall mean any motor vehicles having permanently attached thereto a truck or delivery body and shall include ambulances, hearses, casket wagons, fire apparatus, police patrons, motor buses and tractors.
- e) **“Crosswalk”** means that part of the highway at an intersection that is included within the connections of the lateral lines of the sidewalks on the opposite sides of the highway measured from the curbs, or in the absence of curbs, from the edges of the

roadway or any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing by signs or lines on the surface.

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- f) **“Curb”** shall include the edge of the traveled portion of the street.
- g) **“Disabled person”** means a person who has been issued a permit by the Province of Ontario, or another jurisdiction;
- h) **“Handicapped parking space”** means a parking space or zone marked by a sign or signs indicating such space or zone is for the sole use of vehicles displaying a valid permit, in accordance with the requirements of the Highway Traffic Act and regulations made hereunder and this by-law;
- i) **“Highway”** sees definition for “Street”.
- j) **“Intersection”** shall mean the area contained within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of two or more highways which join one another at an angle, whether or not one highway crosses the other. Where “No Stopping” or “No Parking” restrictions are in effect, the distance referred to is the distance to the nearest intersection street line.
- k) **“Lane”** shall mean the entire width of the roadway surface between property lines at the rear, or side, of places of business or residential properties.
- l) **“Motorized”** shall mean any method of propulsion other than physical exertion.
- m) **“Official Standard Time”** shall mean standard time or daylight savings time, as may be in use in the Township.
- n) **“Parking”** shall mean the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of, and while actually engaged in, loading or unloading of merchandise or passengers.
- “Permit,”** means a disabled person-parking permit issued by the Ministry of Transportation pursuant to the Highway Traffic Act and the regulations made thereunder, or a permit, numbered plate, or other marker or device, issued by another jurisdiction and recognized under said Act;
- o) **“Person”** shall mean every person, firm, co-partnership, association, or corporation.
- p) **“Provincial Offences Enforcement Officer”** shall mean the By-Law Enforcement Officer authorized by the Township and designated under the Provincial Offences Act, to enforce parking regulations.
- q) **“Roadway”** shall mean that part of a street or highway that is improved, designed, or ordinarily used for the purposes of vehicular traffic, but does not include the shoulder, and where a highway includes two or more separate roadways, the term “roadway” refers to any one roadway separately and not to all such roadways collectively.
- r) **“School”** shall mean a school under the Education Act.
- s) **“Shoulder”** shall mean that part of a street or highway adjacent the roadway that is provided as a refuge for stopped or disabled vehicles, for use by emergency vehicles and for lateral support of the roadway structure.
- t) **“Sidewalk”** shall mean that portion of the street between the adjacent property lines and either the curb or those lateral lines of the roadway, which is intended for the use of pedestrians.
- u) **“Stop or Stopping”** when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Constable or other Police Officer or of a traffic control sign or signal.
- v) **“Street”** shall include a common and public highway, avenue, parkway, viaduct, and trestle, designated, and intended for, or used by the general public for the passage of vehicles.
- w) **“Tow Away Zone”** shall mean any area designated and identified with posted signs.
- x) **“Township”** means the Corporation of the Township of South Algonquin.

- y) **“Vehicle”** means a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled, or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or cars of electric or steam railways running only upon the rails.

PART II- GENERAL REGULATIONS

SECTION 2

- 2.01 It is an offence for any person to do any forbidden act or fail to perform any act required in this by-law.
- 2.02 No person shall fail or refuse to comply with any lawful order or direction of a Police Officer or Provincial Offences Enforcement Officer.
- 2.03 The Provincial Offences Enforcement Officer shall have the duty of enforcing the provisions of this By-law.

SECTION 3

- 3.01 In the event of conflict between this By-law and any other By-law passed prior to the effective date of this by-law, the provisions of this By-Law shall take precedence.

SECTION 4

- 4.01.1.1 The Works Superintendent of the Township of South Algonquin is Hereby authorized and directed to erect and maintain such signs, markings, barricades and other structures, plant and equipment as are required in accordance with the Schedules attached, to regulate, direct, warn or guide pedestrians and vehicular traffic for the safety and convenience of the public.
- 4.02 No person shall move, remove, deface or in any way interfere with any sign or marking placed, erected or maintained under this By-law.

PART III- PARKING - GENERAL REGULATIONS

SECTION 5

No person shall park a vehicle on any street or roadway ~~in the~~ except in the case of an emergency,

- 5.01 in such a manner as to obstruct a sidewalk,
- 5.02 In such a manner as to obstruct a pedestrian crosswalk,
- 5.03 in such a manner as to obstruct an entrance on the highway to, or from, a private road or lane, or
- 5.04 within nine meters (30 feet) of any intersection on any street on which the Township By-law permits parking unless designated otherwise; in a position or a place that prevents or is likely to prevent the removal of any vehicle already parked on the roadway;
- 5.05 on any street or portion of a street where “No Parking” signs are on display.
- 5.10 on any outer or inner boulevard that is grassed maintained and/or planted with trees and not normally used for parking;
- 5.11 on any fire route;

- 5.12 in front of or opposite to the entrance to any church while persons are assembled and within one half (1/2) hour immediately preceding or following such assemblages.
- 5.13 In place or in such a manner so as to block or inhibit the progress of any authorized public procession or parade;
- 5.14 Displaying any motorized vehicle for sale;
- 5.15 For the purpose of washing, greasing or repairing such vehicle, except Where such repairs are necessitated by emergency;
- 5.16 unloading or transferring of materials of any kind from one vehicle to another except in cases of emergency.
- 5.17 in such a manner as to obstruct the ordinary traffic of the street, including sidewalks, and no vehicle shall be parked on any street at any unreasonable time, having regard to the traffic requirements of the street in question.
- 5.18 No person shall park a vehicle or permit a vehicle to remain parked on any roadway so as to interfere in any manner with the work of municipal road maintenance service such as but not restricted to:
- a. Removing snow or ice;
 - b. Snow removal operations;
 - c. Cleaning operations, including sweeping;
 - d. Roadway or street repair operations;
 - e. Municipal services maintenance or repair operations

SECTION 6

Special zones

- 6.01 Where a sign designated "Loading Zone - No Parking" is erected, no Person shall stop a vehicle within the area designated, save taxicabs, trucks and other vehicles used for the conveyance of paying passengers, goods, wares or merchandise of sufficient size or weight to reasonably justify use of a loading zone and then only for such period as may be reasonably be required for the purpose of taking on or discharging such paying passengers, or the loading of such goods, wares and merchandise as may be required to be loaded or unloaded and shall include time required for delivery and related transactions.
- 6.02 Where a sign designated "Loading Zone - No Parking" is erected, no Person shall park a vehicle within the area designated, save taxicabs, trucks and other vehicles used for the conveyance of paying passengers, goods, wares or merchandise of sufficient size or weight to reasonably justify use of a loading zone and then only for such period as may be reasonably be required for the purpose of taking on or discharging such paying passengers, or the loading of such goods, wares and merchandise as may be required to be loaded or unloaded and shall include time required for delivery and related transactions.
- 6.03 No person shall park a vehicle in a parking space where a sign, curb painting or pavement painting indicates that it is for the exclusive use of persons with disabilities who display on their vehicles a handicap placard or license plate that is issued or recognized by the Province of Ontario.

SECTION 7

Parking on streets and roadways specific regulations

- 7.01 No person shall park a vehicle on any street other than a one-way street, unless on the right-hand side of the street, having regard for the direction in which such vehicle had been proceeding:
- 7.02 and unless the right front and rear wheels of such vehicles are parallel to and at a distance respectively not more than one hundred and fifty-two (152) millimeters from the curb.
- 7.03 On uncurbed streets, standing vehicles shall be parallel to and as circumstances and weather conditions permit, to the edge of the boulevard or sidewalk as the same may be.
- 7.04 Where signs are erected indicating “No Parking” at specific times, no person shall park any vehicle upon any of the streets or portion of street described in this section for a longer period than designated by such signs:
- 7.05 Where signs are erected indicating “Two Hour Parking”, no person shall park a vehicle for a longer period than designated by such signs on any of the streets or portion of the street.
- 7.06 ~~From November 29th to March 31st, no person shall park a vehicle, except a vehicle used for emergency purposes, on any part of a street, highway or boulevard within the Township of South Algonquin between the hours of twelve o'clock midnight and seven o'clock a.m. Vehicles parked on any part of a street, highway or boulevard within the Township of South Algonquin during the above-mentioned hours and months may be towed away at the owner's cost.~~

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SECTION 8

- 8.01 No person shall park a commercial motor vehicle used for transporting gas or oil on any street for a longer period than is necessary for loading or unloading.

SECTION 9

- 9.01 When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portion of the streets described.

SECTION 10

- 10.01 During any period of time when by reason of any statute, law or regulation having the effect of the law, or under a public proclamation or request authorized or approved by Council of the Township, the public has been requested to observe advanced time commonly called “Daylight Savings Time”, the hours of time mentioned or provided in this By-law shall be construed as referring to “Daylight Savings Time” as commonly understood in place of Standard Time.

10.02 Any Provincial Offences Enforcement Officer is hereby authorized to remove or cause to have removed from any part of a street, highway or Township boulevard, any vehicle, at the owner's risk, which may be parked in violation of Part III of this By-law and to impound the vehicle until the owner or responsible person pays to the Township the towing charge. Payment of the towing charge shall be by the owner or responsible person handling the exact amount of the towing charge in cash to the authorized person at the Municipal Office at 7 Third Avenue, Whitney and the authorized person shall place this money in a sealed envelope provided for this purpose. Should the owner of the vehicle, or the responsible person, not pay the towing charges and obtain the release of the vehicle within seven (7) days of the occurrence, the Township shall then have the right to take court action to reclaim the towing costs and court costs.

Commented [TC2]: Should the towing charge not be paid to the towing company where the vehicle is kept? If we ever enact fines then they would come pay the fines here then would we not give them a slip that its been paid and at that time they pay the towing company for the tow? Sounds in here we would take the payment for the towing company.

10.03 The Council of the Corporation of the Township of South Algonquin shall, by resolution, have the authority to designate any area, street, or part of a street as a parking area.

PART IV - OPERATION OF MOTORIZED VEHICLES

SECTION 11

11.01 No person shall operate a motorized scooter, motorized skateboard, motorcycle, all-terrain vehicle or any other motorized vehicle on any public sidewalk, park, playground, recreational area, or any other property owned or controlled by the Township of South Algonquin, without the express written consent to do so from the Chief Administration Officer of the Township of South Algonquin.

Exemptions

- (a) Personal motorized vehicles used by handicapped persons.
- (b) Vehicles used by the Township of South Algonquin
- (c) Vehicles used or licensed by a department of the Provincial or Federal Government
- (d) Landscaping or snow removal equipment used by any contractor executing work on behalf of the Township.

11.02 Unless he has obtained the consent of the fire department official in command, no person shall drive a vehicle over an unprotected hose of a fire department that has been laid down on a highway or private driveway near the location of a fire or a suspected location of a fire.

Commented [TC3]: Not sure if it belongs here or somewhere else. I feel some wording needs to be included to include the areas where the dry hydrants are. I often see people parked at the dam in front of the dry hydrant ignoring the no parking sign. Im sure it happens at the other locations especially the dry hydrants adjacent to lakes.

11.03 No person shall litter or deposit on a highway or sidewalk any glass, nails, tacks, or scraps of metal or any rubbish, refuse, waste, or paper material.

11.04 No person shall drive a vehicle upon a sidewalk unless he is entering upon or leaving a driveway or lane or entering upon or leaving land adjacent to a highway.

PART V - OFFENCES AND PENALTIES

SECTION 12

12.01 Any person who contravenes any provision of this Bylaw is guilty of an offence and upon conviction is liable to a fine as provided for under the Provincial Offences Act.

12.02

PARKING INFRACTION FORM OF NOTICE

- (1) Where a vehicle is found to be in contravention of the parking or stopping Provisions of this by-law, the Issuing Officer may issue and place on the vehicle, a serially numbered Parking Infraction Notice, in the form prescribed by the Provincial Offences Act Part II – COMMENCEMENT OF PROCEEDINGS FOR PARKING INFRACTIONS

The serially numbered Parking Infraction Notice shall state:

- i. The License number of the vehicle;
 - ii. The nature of the alleged infraction; (short form wording)
 - iii. The date, time, and place of the alleged infraction;
 - iv. The set fine provided for the violation;
 - v. A statement directing payment or request for trial options.
 - vi. A statement that the owner may within five (5) days, exclusive of Saturdays, Sundays and Holidays, from the date that the ticket was issued; pay the fine provided for the infraction at a reduced amount equaling two thirds of the amount shown on the face of the ticket.
- (2) NOTE: reduced payment option is not applicable to parking in a handicap zone violation.

12.03

The Parking Infraction Notice mentioned in Section 12.02, shall be prepared as required and the Issuing Officer shall attach one copy to the—vehicle and retain the other copy for further processing in accordance with the Provincial Offences Act, Chapter P.33, R.S.O. 1990, as amended.

12.04

Fines issued under the Provincial Offences Act Part II COMMENCEMENT OF PROCEEDINGS FOR PARKING INFRACTIONS may be paid directly to the issuing Municipality if paid within forty-five (45) days of receipt of the ticket.

12.05

If payment is not made in accordance with the procedure set out in the Parking Infraction Notice provided for in Section 12.03 (1) above, the Provincial Offences Act shall apply.

12.06

**OPERATION OF MOTORIZED VEHICLE VIOLATIONS
FORM OF NOTICE**

- (1) Where the operator of a vehicle is found to be in contravention of the Operation of Motorized Vehicles Provisions of this by-law (part IV, section 11), the Issuing Officer may issue a serially numbered Certificate of Offence Notice, Form 1 PROVINCIAL OFFENCES ACT ONTARIO COURT OF JUSTICE, in the manner as prescribed by the Provincial Offences Act Part I - COMMENCEMENT OF PROCEEDINGS BY CERTIFICATE OF OFFENCE
- (2) The Certificate of Offence as mentioned in 12.05 (1) shall be prepared as required and the issuing officer shall ensure that the Certificate of Offence is served personally on the person charged as detailed in the Provincial Offences Act Part I – COMMENCEMENT OF PROCEEDINGS BY CERTIFICATE OF OFFENCE within 30 days of the date of the alleged infraction.
- (3) Fines issued under Part I of the Provincial Offences Act are payable only to the Ontario court of Justice –

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Provincial Offences Court.

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12.07 LIABILITY OF OWNER

(1) The owner of a vehicle that is parked, stopped, left standing or operating in contravention of this By-law is guilty of an offence and shall incur the penalties provided for any contravention of this By-law unless the owner proves to the satisfaction of the court that at the time of the offence, the vehicle was in the possession of another person without the owner's consent expressed or implied, at the time of the offence shall also be liable for the penalties provided for any such contravention.

12.08 VEHICLES SUBJECT TO REMOVAL WHEN ILLEGALLY PARKED

(1) In addition to any other penalties provided by this By-law, upon discovery of a vehicle parked, stopped or standing on any highway in contravention of any provisions of this By-Law, or apparently abandoned on any municipal or public property, any Provincial Offences Enforcement Officer may cause such vehicle to be moved or taken to and placed or stored in a suitable place and all costs and charges, for removing a vehicle and storage thereof, if any, are a lien upon the vehicle being released and may be enforced in the manner provided by the Repair and Storage Liens Act.

SECTION 13

(1) All sections of this By-law shall be deemed to be separate and independent and the invalidity of any section or provision hereof shall not affect the remaining sections.

PART VI – BY-LAW IN FORCE

SECTION 15

This By-Law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS DAY OF,

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF

Mayor Ethel LaValley

**CORPORATE
SEAL OF
MUNICIPALITY**

CAO Bryan Martin

Township of South Algonquin

Part II Provincial Offences Act

Bylaw # 202305 – 27

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 3 Early voluntary payment payable within 7 days	Column 4 Set fine
1	Park, obstruct sidewalk	5.01	\$20.00	\$30.00
2	Park, obstruct a pedestrian crosswalk	5.02	\$20.00	\$30.00
3	Park, obstruct private road, lane	5.03	\$20.00	\$30.00
4	Park, too close to fire hydrant	5.04	\$20.00	\$30.00
5	Park obstruct Bridge	5.05	\$20.00	\$30.00
6	Park, too close to Intersection	5.06	\$20.00	\$30.00
7	Park, too close to intersection, signals	5.07	\$20.00	\$30.00
8	Park, obstruct removal of parked vehicles	5.08	\$20.00	\$30.00
9	Park contrary to posted sign	5.09	\$20.00	\$30.00
10	Park, outer or inner boulevard	5.10	\$20.00	\$30.00
11	Park, obstructing fire route	5.11	\$20.00	\$50.00
12	Park, obstruct public assembly	5.12	\$20.00	\$30.00
13	Park, obstruct public procession	5.13	\$20.00	\$30.00
14	Park displayed for sale	5.14	\$20.00	\$30.00
15	Park for repairs or washing	5.15	\$20.00	\$30.00
16	Park, unloading or transfer materials	5.16	\$20.00	\$30.00
17	Park, obstruct traffic	5.17	\$20.00	\$30.00
18	Park, interfere with municipal services	5.18	\$20.00	\$30.00
19	Stop, obstructing loading zone	6.01	\$20.00	\$30.00
20	Park, obstructing loading zone	6.02	\$20.00	\$30.00
21	Park, handicap space no permit	6.03	N/A	\$300.00
22	Park, wrong side	7.01	\$20.00	\$30.00
23	Park curb, not parallel	7.02	\$20.00	\$30.00
24	Park no curb, not parallel	7.03	\$20.00	\$30.00
25	Park, prohibited time	7.04	\$20.00	\$30.00
26	Park, overtime	7.05	\$20.00	\$30.00
27	Park, overnight winter	7.06	\$20.00	\$30.00
28	Park, oil or gas delivery excessive time	8.01	\$20.00	\$30.00

NOTE: The penalty provisions for the offences cited above are section 12 of Bylaw; a certified copy of which has been filed.

Township of South Algonquin

Part I Provincial Offences Act

Bylaw

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 4 Set fine
1	Operate prohibited motorized vehicle	11.01	\$50.00
2	Drive over fire hose	11.02	\$50.00
3	Litter	11.03	\$50.00
4	Drive on sidewalk	11.04	\$50.00

NOTE: The penalty provisions for the offences cited above are section 12 of Bylaw-
; a certified copy of which has been filed.

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Township of South Algonquin Corporate Policy			
DEPARTMENT: Corporate Services			POLICY #: INSERT
POLICY: Memorial and Dedication Policy			
DATE: September/23	REV. DATE:	COVERAGE: All Employees	PAGE #: 1 of

Policy/By-law Attached below.

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1.0 PURPOSE

The purpose of this policy is to provide a means for members of the public to recognize and honour others through a lasting tribute.

The policy will establish a consistent and timely process for the installation of such memorials and dedications throughout the Township and outline the roles and responsibilities of the contributor and of Township staff.

2.0 POLICY STATEMENT

Residents and organizations may make a contribution to a municipal park, open space or select municipal property as a tribute to an individual or group through the Memorial and Dedication Program or through a fundraising & sponsorship initiative that may be available at the time of the desired dedication.

3.0 DEFINITIONS

“*Bench*” means a bench that meets technical specifications set out by the Township of South Algonquin.

“*Bike Rack*” means a bike rack that meets technical specifications set out by the Township of South Algonquin.

“*Council*” means the Council for the Corporation of the Township of South Algonquin.

“*Fundraising*” is any activity that includes a solicitation of present or future donations of cash or non-cash gifts, or the sale of goods or services to raise funds, whether explicit or implied.

“*Open Space*” means any open piece of land that is undeveloped (has no buildings or other built structures) and is accessible to the public. Open space can include passive green space, environmental lands with trail networks meandering throughout, and cemeteries.

“*Park*” means any Township-owned or leased parcel of land designated as a municipal park in the current park inventory.

“*Town*” means the Corporation of the Township of South Algonquin.

4.0 ADMINISTRATION OF POLICY AND PROGRAM

The Public Works Superintendent or his/her designate shall implement this policy and ensure compliance.

The following types of memorials or commemorative features are permitted to be installed on property owned or leased by the Township of South Algonquin:

- Benches
- Trees
- Bike Racks

5.0 FEES & CHARGES

All costs associated with this program are the responsibility of the contributor. Once an application is received and approved, commemorative trees, benches and/or bike racks will be purchased by the Township of South Algonquin, with an invoice issued thereafter to the contributor.

The complete fee payment must be received prior to the installation of the commemorative feature.

If the donation gift is part of a fundraising initiative, the cost will be factored into the gift and a receipt will be issued.

6.0 LOCATION

Locations to be considered will be municipal parks, open space, trails, and other Township owned/leased properties. Criteria would be based on availability and/or suitability of the location and/or other circumstances as deemed applicable by the Director or designate.

Not all park areas or trails are suitable for dedicated planting or bench placement. Township staff will work with the contributor to determine an appropriate location for the tree or bench to be installed. Requests may also require input from other municipal departments, as deemed appropriate. Permissions from the Ministry may be required in cases where the request is for lands leased to the Township by the Ministry or within the required setbacks set out by the Ministry.

Every effort will be made to comply with the wishes of the contributor; however, the Public Works Superintendent or designate will make the final decision on location.

7.0 APPLICATION – BENCHES

When requesting a dedication bench for a park, contributors must make their formal request for a bench dedication at least two (2) months in advance of their proposed placement time.

Park benches will only be installed from April 1 through to November 15 of every year.

The style of bench will be determined by the Township in accordance with the Townships' standards and specifications, including a concrete pad – where necessary – to secure the bench and prevent it from overturning.

The Township reserves the right to re-locate a bench, in the eventuality that such a move is necessary (i.e., amenity is subject to recurrent vandalism, the park is scheduled for re-development, servicing upgrades or re-construction, etc.).

The Township will attempt to contact the contributor/donor for consultation prior to re-location.

8.0 APPLICATION – TREES

Requests to plant a park tree received from September 1st to March 31st each year will be addressed in the spring and requests received from April 1st to August 31st each year will be addressed in the fall. This is done to ensure the health and survival of the tree.

The tree will be planted to Township standards and specifications. All dedicated plantings will be deciduous trees and must be chosen from the species list found in Schedule A below. Changes to species may be suggested due to seasonal planting location, soil or site conditions.

The contributor will be responsible for payment for a 50-60 mm (2"-2.5") diameter caliper deciduous tree of their choice from Schedule A.

The purchase of the tree will include a two (2) year warranty.

9.0 APPLICATION – BIKE RACKS

When requesting a dedication bike rack, contributors must make their formal request for a bike rack at least two (2) months in advance of their proposed placement time.

Available options for bikes racks include the following:

- Single bicycle ring
- 5-bike rack
- 10-bike rack

The contributor will be responsible for payment for the approved standard bike rack which is hot dipped galvanized, unpainted, and anchored on a concrete pad.

The purchase of the bike rack will include a two (2) year warranty.

10.0 COMMEMORATIVE PLAQUES

Commemorative plaques may also be purchased for the bench or tree dedication.

Bench Dedication Plaque

A maximum of one (1) plaque per bench is permitted. The bench plaque will be installed on the bench and wording on the plaque will be approved by the Township.

Tree Dedication Plaque

The plaque will be 4" x 6" installed on a mounting stake flush to the ground, an appropriate distance from the trunk of the dedicated tree.

Standards regarding the design and installation of the plaque are available from the Public Works Department – Parks Division.

The cost to replace the plaque due to theft or vandalism will be the responsibility of the original contributor.

11.0 RESTRICTIONS

The placement of any mementoes (i.e. wreaths, flowers, vases, statues, etc.) in the vicinity of the memorial bench, tree or bike rack is not permitted.

12.0 MAINTENANCE

The upkeep and maintenance of the amenities and plaques are the responsibility of the Township.

Township staff will maintain the amenities in accordance with standard levels of services and the same manner as other park trees, benches and bike racks.

Replacement of a dedicated tree, bench or bike rack after the warranty period has expired will be at the discretion of the Township.

13.0 FORMS & PROCESS

The program application forms are available on the Township website at southalgonquin.ca or in hard copy available at the Township Office (7 Third Avenue, Whitney, ON, K0J 2M0).

14.0 OTHER DEDICATION OPPORTUNITIES

For additional memorial and dedication opportunities, please contact the Township office at 7 Third Avenue, Whitney, ON, K0J 2M0 or at clerk@southalgonquin.ca

15.0 POLICY REVIEW

This policy will be periodically reviewed and updated as required.

SCHEDULE A

TREE SPECIES

Common Name (Deciduous)	Scientific Name
Autumn Blaze Maple	Acer x freemanii 'Jeffersred'
Red Maple	Acer rubrum
Silver Maple	Acer saccharinum
Sugar Maple	Acer saccharum
Blue Beech	Carpinus caroliniana
Accolade Elm	Ulmus x 'Morton'
Maidenhair Tree	Ginkgo biloba
Thornless Honeylocust	Gleditsia triacanthos var. inermis
Ironwood	Ostrya virginiana
London Plane Tree	Platanus x acerifolia 'Bloodgood'
White Oak	Quercus alba
Bur Oak	Quercus macrocarpa
Pin Oak	Quercus palustris
English Oak	Quercus robur
Red Oak	Quercus rubra
Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'
Little Leaf Linden	Tilia cordata
Glenleven Linden	Tilia x flavescens 'Glenleven'
Homestead Elm	Ulmus x 'Homestead'

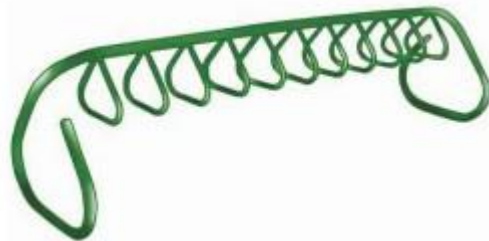
BENCHES



BIKE RACKS



* Single/Bike Ring



* 5-bike or 10-bike racks available

TOWNSHIP OF SOUTH ALGONQUIN
MEMORIAL & DEDICATION
APPLICATION FORM

Applicant's Name: _____ Date: _____

Address: _____

_____ Phone No.: _____

Preferred Location of the Amenity (Bench, Tree, Bike rack):

Plaque Inscription (bench or tree only) (please print):

Term and Fee*:

The fee for the bench, incl. installation of the bench is \$2,000.00.

The fee for the tree, incl. installation of the tree is \$500.00.

The fee for the bike rack, incl. installation of the rack is:

- Single \$250.00
- 5-bike \$900.00
- 10-bike \$1,400.00.

*Fees subject to current Fees & Charges Bylaw and must be paid prior to installation of the tree or amenity.

Responsibility of the Town:

1. The Township is responsible for the purchase and installation of the amenity.
2. The Township reserves the right to determine the level of maintenance required, depending on budget availability.
3. The Township reserves the right to relocate any dedicated bench or bike rack if it is determined that it interferes with Township operations.

The Township will assign locations on a first come, first served basis, and will not maintain waitlists for dedications.

Applicant's Signature

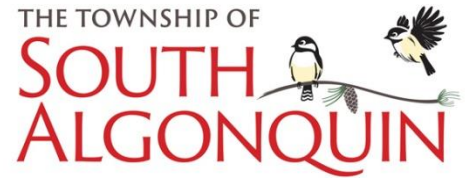
Date

STAFF REPORT

Meeting Date: November 15, 2023

Agency: Township of South Algonquin

Staff Contact: Bryan Martin, CAO Clerk/Treasurer



Agenda Title: Cell Gap

Agenda Action: Committee recommendation

Recommendation:

That Staff proceed with working with the Eastern Ontario Regional Network (EORN) and undertake a Request for Interest (RFI) to address cell gap coverages within South Algonquin Township

Background

The province of Ontario is striving to have high-speed internet available throughout the province by 2025.

The EORN through the Eastern Ontario Wardens Caucus (EOWC) has been working to fill the cell gap in Eastern Ontario.

At the September Regular Council meeting Jason St. Pierre and Lisa Severson from EORN made presentation regarding cell towers being erected within the boundaries of South Algonquin. These towers provide coverage within the Eastern Ontario Project area as well as next mile connectivity and would also act to provide next mile connectivity within the Township of South Algonquin.

Currently no provider has picked South Algonquin Township up for the purpose of meeting our cell gap coverage requirements.

Analysis:

South Algonquin Township could support home based business and expand the capacity of existing businesses subject to having availability of reliable cellular and high-speed internet coverages. The Province of Ontario has funding sources available to partner with cellular and tower providers in filling the gaps of coverage within the province.

The Township has never actively sought out parties who may have an interest in filling the cellular/broadband gaps within the Township.

EORN has a great deal of experience working with municipalities and providers in successfully coordinating fulfilling the gap for cellular and broadband that the Township needs to assist economic growth and improve the lives of our residents. In undertaking a non-binding RFI (Request for Interest) the township would potentially be reaching out to partners who may have an interest in building out the cellular / broadband coverage area within our Township. This RFI is not a call for tenders or a pre-qualification exercise. It is intended to collect information only. The results may be used to inform future procurement specifications and strategies, to ensure a range of innovative solutions are considered.

- Alternatives** –
- 1) Do Nothing
 - 2) Accept the recommendations of this report
 - 3)

Strategic Plan - 2016-2021 Mission Statement “manages with the future in mind.”

Fiscal Impact - \$350 for placement of the Advertisement on Bids and Tenders

Consultations – Tracy Cannon -Planning and Building Administrator

Attachments - The 3 maps with areas of primary interest for the RFI. These include Major Lake and Victoria Lake Roads heavily used by the logging industry, Aylen Lake, Hay Lake and McKenzie Lake. These are all areas which we hope to have service providers express and interest in within the RFI.

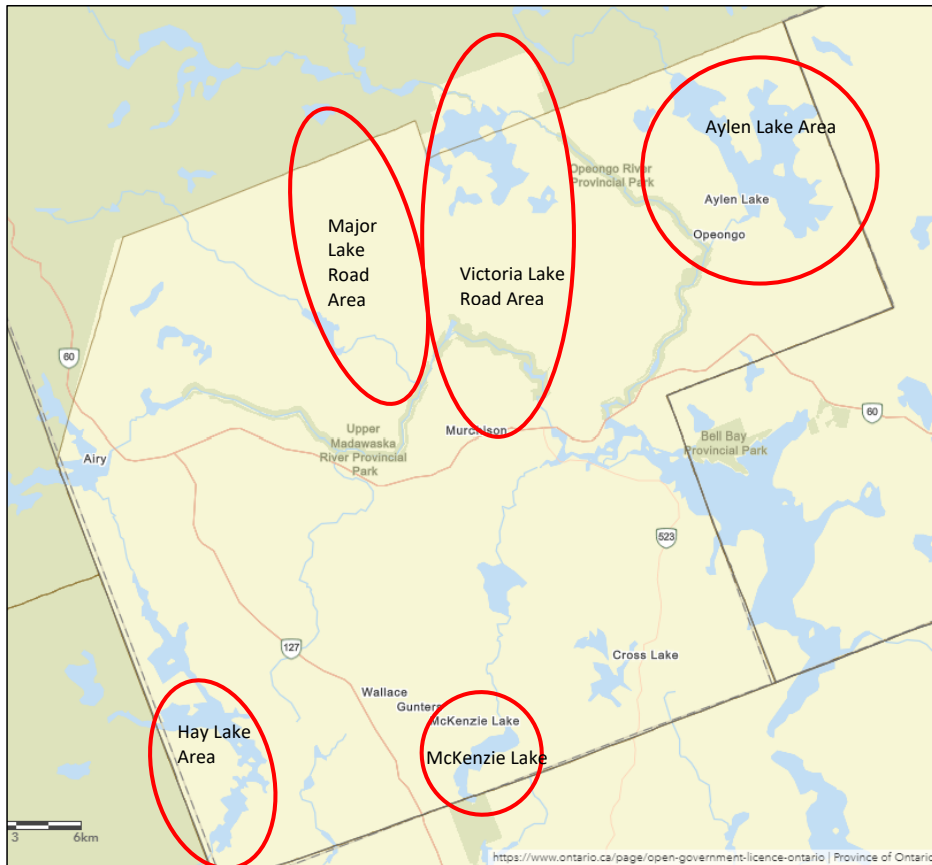


Figure 2: Major Areas of Interest



Figure 3: Northern Areas Detail



Figure 4: Southern Areas Detail

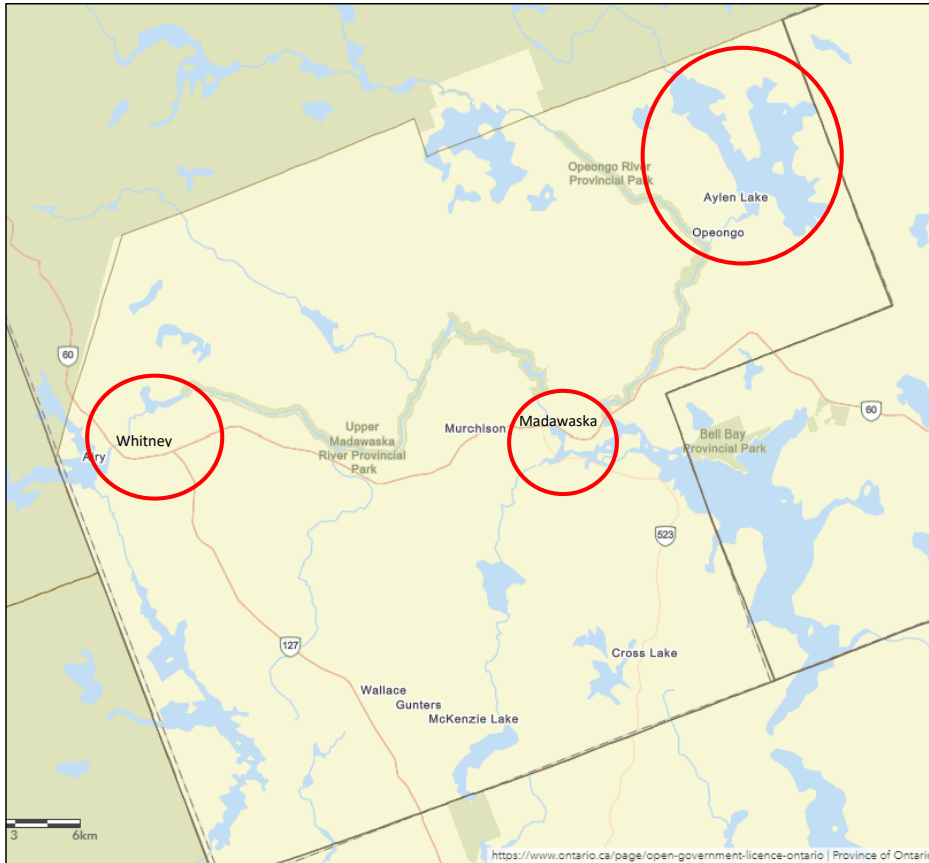


Figure 6: Broadband Interest Areas

Service Levels

From a cellular network perspective, provide 5G and 5G+ services and potentially legacy LTE to the Service Area, with a RSRP service level of no less than -115 dBm, and ideally -107 dBm or better to the Service Area.

From a broadband perspective the objective is to exceed the Government of Canada's basic service level of 50 mbps download and 10 mbps upload. Given the existing market failure in the area, and the fact that there were no bids for the area with the Government of Ontario's Accelerated High-Speed Internet Program (AHSIP), the Township is looking for creative technical and business solutions to address the Service Area.

LEASE

THIS LEASE made IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT, R.S.O. 1990, c. S.11 on this 1-January-2024 ("Effective Date")

B E T W E E N:

THE TOWNSHIP OF SOUTH ALGONQUIN
(hereinafter called "Landlord"),

- and -

THE DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter called "Tenant").

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

1. BASIC LEASE TERMS

- 1.1. In this Lease and any Appendices forming part thereof, words and expressions parenthetically defined in this Lease shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless:
 - 1.1.1. "Additional Rent" means a service charge, payable as Rent, determined by the Landlord, in the event that the Tenant is in default of an obligation for which the Landlord must assume payment.
 - 1.1.2. "Building" means the physical structure presently located on the Land.
 - 1.1.3. "Business Day" means any day other than Saturday, Sunday or a Statutory Holiday under applicable provincial law or observed by the Tenant.
 - 1.1.4. "Destruction" means any damage or destruction by fire, elements, or other risk or peril (including environmental hazards and perils such as mold and asbestos) in respect of which insurance is to be carried by the terms of this Lease or any other casualty or cause.
 - 1.1.5. "Improvements" means any buildings and improvements now or hereafter erected on the Land.
 - 1.1.6. "Include," "includes," and "including" denote that the subsequent list is not exhaustive.
 - 1.1.7. "Land" means the Land described in APPENDIX A – LEGAL DESCRIPTION.
 - 1.1.8. "Landlord" means the Township of South Algonquin and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Lease after the date that it ceases to be the owner of Landlord's estate (except for any liability arising before such date) provided that the Party succeeding to Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of Landlord's obligations under this Lease from and after the date it acquires the Landlord's estate.
 - 1.1.9. "Lease Year" means a period of twelve (12) consecutive calendar months during the term of this Lease, the first Lease Year being the period of twelve (12) consecutive calendar months commencing from the Commencement Date if the Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Lease Year during the term of this Lease, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Lease Year preceding it.
 - 1.1.10. "Leased Premise" means the specific area of the Building, Land and/or Improvements, collectively, being leased by the Tenant, the details of which are outlined in s. 2.
 - 1.1.11. "Party or Parties" means the Landlord or Tenant, per the context.
 - 1.1.12. "Real Estate Taxes" means only general municipal real estate taxes levied, rated or assessed against the property comprising the Leased Premise.

2. GENERAL DETAILS OF LEASED PREMISE

- 2.1. Mailing address: 9 Post St, Whitney, ON K0J 2M0
- 2.2. Building known as Township Hall
- 2.3. Total Area of Leased Premise: 630 square feet

3. PARTIES ADDRESS

Landlord

7 Third Ave., P.O. Box 217, Whitney, ON K0J 2M0
Attention: CAO/Clerk-Treasurer
Email: clerk@southalgonquin.ca

Tenant

200 McIntyre St E, North Bay, ON P1B 8V6

4. SCHEDULES AND APPENDICES

- 4.1. The Parties agree that the following Appendix shall be deemed to be incorporated herein by reference:
 - 4.1.1. APPENDIX A: LEGAL DESCRIPTION
- 4.2. The Parties agree that to the extent any terms or provisions of a Schedule and/or Appendix conflict with the terms and conditions of this Lease, the terms and conditions of this Lease shall control unless the Lease or the Schedule and/or Appendix expressly and specifically states an intent to supersede the Lease on a specific matter.

5. LANDLORD'S TITLE

- 5.1. Landlord warrants and represents to the Tenant that it has the right and lawful authority to enter into this Lease for the term hereof and that Landlord is the owner of the Leased Premise.

6. DEMISE

- 6.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premise, and the improvements now or hereinafter erected on the Leased Premise, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

7. TERM

- 7.1. The term of this Lease shall commence 1-January-2024 and expire on 31-December-2024 (the "Initial Term") unless amended or terminated earlier in accordance with the terms hereof.
- 7.2. Provided the Tenant is not in default in the payment of Rent or in any of the terms, covenants and conditions herein and on the part of the Tenant to be performed and observed, the Tenant shall have the option to extend the Lease at the expiration of the Initial Term or any Extension Term grant by the Landlord, as follows:
 - 7.2.1. Extension Term – Year One: 1-January-2025 until 31-December-2025
 - 7.2.2. Extension Term – Year Two: 1-January-2026 until 31-December-2026
 - 7.2.3. Extension Term – Year Three: 1-January-2027 until 31-December-2027
 - 7.2.4. Extension Term – Year Four: 1-January-2028 until 31-December-2028
 - 7.2.5. the option to extend shall be exercised by Notice in writing given by the Tenant to the Landlord no less than three (3) months before the expiration date of the Initial Term or any Extension Term, provided that such Notice shall be validly given only if at the time it is given, the Service Provider is not in material default under any of the terms, covenants and conditions in this Lease on its part to be observed and performed;
 - 7.2.6. any Extension Term(s) shall be subject to the terms and conditions of this Lease.

8. TERMINATION

- 8.1. Either Party may terminate this Lease with six (6) months' written Notice without penalty or liability.

9. RENT

- 9.1. The Tenant covenants to pay Rent to the Landlord (the "Rent") for the Leased Premise herein during the Term of the Lease as follows:
 - 9.1.1. During the Initial Term, the sum of \$9,600.00 is payable in equal installments of \$800.00 on the first day of each month commencing on the 1st day of January 2024.
 - 9.1.2. If the Tenant exercises its discretion to extend the term after the Initial Term, then during Extension Term – Year One, the sum of \$9,792.00, payable in equal installments of \$816.00 on the first day of each and every month commencing on the 1st day of January 2025.
 - 9.1.3. If the Tenant exercises its discretion to extend the term for a second year, then during Extension Term – Year Two, the sum of \$9,987.84, payable in equal installments of \$832.32 on the first day of each and every month commencing on the 1st day of January 2026.
 - 9.1.4. If the Tenant exercises its discretion to extend the term for a third year, then during Extension Term – Year Three, the sum of \$10,187.60, payable in equal installments of \$848.97 on the first day of each and every month commencing on the 1st day of January 2027.
 - 9.1.5. If the Tenant exercises its discretion to extend the term for a fourth year, then during Extension Term – Year Four, the sum of \$10,397.35, payable in equal installments of \$865.95 on the first day of each and every month commencing on the 1st day of January 2028.
- 9.2. Tenant shall pay Rent to Landlord by electronic funds transfer, direct deposit or by cheque to the address of Landlord outlined in s. 3 (or any other address the Landlord may advise in writing).

10. UTILITIES

- 10.1. The Landlord shall pay for all utility expenses used or consumed in the Leased Premise, including all charges related to water, sewer, garbage, recycling, electricity, and heating.

10.2. The Landlord agrees to keep the Leased Premise' heating and air conditioning in such a manner as to keep the said Premises at a reasonable temperature for the reasonable use and comfortable occupancy thereof by the Tenant except during the making of repairs of the boilers, engine, pipes, or other apparatus or any of them used in effecting the heating or cooling of the said Leased Premise that shall at any time become incapable of heating or cooling said Premises.

11. PROPERTY MAINTENANCE/REPAIRS

11.1. The Landlord shall be responsible for all property maintenance and repairs on the Land and within the Leased Premise, including structural and minor repairs, heat equipment and appliances (replacement of filters and regular inspection and maintenance), ventilating, replacements of plate glass, air conditioning system, plumbing, electrical systems, landscaping/grass cutting, snow plowing and removal (parking lots and sidewalks), smoke and carbon monoxide detectors, and pest control.

12. TAXES

12.1. The Landlord shall pay all Real Estate Taxes, capital taxes, HST, and/or any other taxes which may be levied or assessed by any lawful authority against the Leased Premise.

13. USE AND OCCUPANCY

13.1. The Tenant shall use the Leased Premise to deliver community and social services as well as for administrative office space.

14. QUIET ENJOYMENT

14.1. The Landlord covenants and agrees that the Tenant shall peaceably and quietly have, hold and enjoy the Leased Premise and all rights, easements, appurtenances and privileges belonging or in any way appertaining thereto during the full term of this Lease and any extension thereof.

15. NUISANCE

15.1. The Tenant shall not use or permit to be used any part of the Leased Premise in any manner that may cause or maintain a nuisance, annoyance or disturbance to the Landlord, others using the property or occupiers or owners of any adjoining lands.

15.2. The Landlord acknowledges that the normal business activities of the Tenant do not constitute a nuisance.

16. SIGNS

16.1. Subject to the Landlord's written approval, which shall not be unreasonably withheld, the Tenant may place signs within or upon the Leased Premise.

17. PARKING

17.1. The Tenant shall have, at minimum, five (5) parking spaces on the Land.

17.2. Tenant shall not park their car on any unauthorized part within the area surrounding the Leased Premise. If the Tenant does so, they may be charged with towing it away.

18. SECURITY/LOCKS

18.1. The Landlord shall be responsible for installing and maintaining all security systems (including fob, swipe cards, and video surveillance) and/or locks in or on the internal and external doors and windows of the Leased Premise and shall provide the Tenant with a copy of the access keys, fobs, and/or cards, to which the Tenant shall not share or change without Landlord's consent.

18.2. The Landlord agrees to provide original and any additional access keys, fobs, and/or cards to the Tenant free of charge.

19. MOVING OF FURNITURE

19.1. No goods, chattels, fixtures or other items that might overload the floors of the Leased Premise shall be brought into the Leased Premise, nor shall such items be moved on, in or over the Leased Premise to damage same. The Tenant will be held responsible for any damage caused by movements of items in, out, or about the Leased Premise.

20. BULBS

20.1. The Landlord is responsible for supplying and replacing electrical light bulbs within the Leased Premise.

21. LICENSE AND SUBLETTING

21.1. The Tenant may sublet all or any part of the Leased Premise or licence the use of any portion thereof only with the written consent of the Landlord, which shall not be unreasonably withheld.

22. REQUIREMENTS OF LAW

22.1. The Tenant shall comply with and shall, from time to time, conform the Leased Premise, at its own expense, to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and orders of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commissions and boards having jurisdiction, affecting the operation, condition, maintenance, use or occupation of the Leased Premise or be required on account of any particular use to which the Leased Premise may be put, but only insofar as the necessity therefor shall arise solely out of the manner or method of use of the Leased Premise. However, the foregoing shall not require the Tenant to make any structural alterations, installations or repairs at any time. Landlord shall comply with all such requirements except to the extent that the Tenant is obligated to comply. Tenant shall have the right upon giving Notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this article and defer compliance during the pendency of such contest if the failure of Tenant to so comply will not subject Landlord to criminal or other penalty or cost. The Landlord shall cooperate with the Tenant in such a contest and execute any documents reasonably required to further such purpose.

23. TENANT'S INSURANCE

- 23.1. The Tenant shall effect and maintain during the term at its sole cost and expense:
- 23.1.1. Tenant's insurance for all personal items and contents within the Leased Premise which are owned by the Tenant or by others and for which the Tenant is responsible, including computer hardware, office furniture, fixtures and Leasehold Improvements in amounts sufficient to fully cover, on a replacement cost basis without depreciation deduction, all such items.
- 23.1.2. Commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury, economic loss and property damage arising from occurrences in or about the Leased Premise or arising from or in any way relating to the Tenant's use or occupancy of the Leased Premise, contractual liability (including coverage of the indemnities provided for in this Lease), non-owned automobile liability and owner and contractors' protective liability, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Leased Premise is located (as determined by the Landlord), but not less than \$5,000,000.00 in respect of each occurrence.
- 23.2. Should the Tenant fail to maintain any of the insurance required pursuant to this ss. 23.1, and should such default continue for ten (10) Business Days after Notice to the Tenant, then in addition to any other rights and remedies, the Landlord may, but shall have no obligation to, elect to obtain the required insurance, and the Tenant shall, upon demand, pay to the Landlord, as Additional Rent, the Landlord's cost of obtaining such insurance.
- 23.3. Each policy is required pursuant to ss. 23.1 shall be in a form and with insurers acceptable to the Landlord, acting reasonably, having reasonable deductibles, and:
- 23.3.1. The insurance described in ss. 23.1.2 shall include as additional named insureds (but without liability for premiums) the Landlord and any property manager or facilities manager retained by the Landlord in respect of the Leased Premise;
- 23.3.2. all tenant and liability insurance shall contain provisions for cross-liability and severability of interests among the Landlord, the other insureds and the Tenant;
- 23.3.3. all tenant insurance shall include a waiver of any rights of subrogation which the insurer may have against the Landlord and those for whom the Landlord is in law responsible whether the damage is caused by the act, omission or negligence of the Landlord or such other Persons; and shall contain a provision that the Tenant's insurance shall be primary and shall not call into contribution any additional insurance available to the Landlord.
- 23.4. The Tenant shall provide to the Landlord, before the Commencement Date, certified copies or other evidence satisfactory to the Landlord that the Tenant has obtained all insurance policies required by this Lease and shall provide written evidence of the continuation of such policies not less than ten days before their respective expiry dates.
- 23.5. Each policy is required pursuant to ss. 23.1 shall provide that:
- 23.5.1. The insurer must notify the Landlord in writing at least 30 days before any material change detrimental to the Landlord or the cancellation of any such policy;
- 23.6. The policy shall not be invalidated with respect to the interests of the Landlord because of any breach or violation of any warranties, representations, declarations or conditions contained in such policy.

24. LANDLORD'S INSURANCE

- 24.1. The Landlord shall effect and maintain during the term:
- 24.1.1. liability insurance with respect to the Landlord's operations as a Landlord with limits of not less than five million dollars (\$5,000,000.00) per occurrence;
- 24.1.2. property insurance;
- 24.1.3. boiler and machinery insurance, and
- 24.1.4. such other insurance on the Land and Building and all property and interest of the Landlord in the Land and Building as determined by the Landlord, in each case, to the extent, with coverage and in amounts as determined by the Landlord from time to time.
- 24.2. The Tenant agrees that it shall not have any insurable interest in or any right to recover any proceeds under any Landlord's insurance policies.

24.3. The Tenant shall not do, omit to do, or permit to be done or omitted to be done upon the Leased Premise anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time covering or relevant to any part of the Land or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord.

25. INDEMNIFICATION OF THE LANDLORD

25.1. Despite anything else in this Lease, from and after the Commencement Date, the Tenant will indemnify the Landlord and save it harmless from and against any and all loss (including loss of any rent payable by the Tenant under this Agreement or the Lease) and any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorney fees actually incurred) ("Claims"), save and except due to the negligence or willful misconduct of the Landlord or those for whom the Landlord is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Tenant of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Leased Premise, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its contractors, its employees or by anyone permitted to be on the Leased Premise by the Tenant. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with that litigation.

26. INDEMNIFICATION OF THE TENANT

26.1. Despite anything else in this Lease, from and after the Commencement Date, the Landlord will indemnify the Tenant and save it harmless from and against any and all loss and Claims, save and except due to the negligence or willful misconduct of the Tenant or those for whom the Tenant is in law responsible, arising from or to the extent contributed to by any breach, violation or non-observance by the Landlord of any of its obligations under this Lease and in connection with loss of life, injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premise, or the occupancy or use by Tenant of the Leased Premise, or any part thereof, or occasioned wholly or in part by any act or omission of the Landlord, its contractors, its employees or by anyone permitted to be on the Leased Premise by the Landlord. The Landlord will also indemnify the Tenant and save it harmless from and against any and all loss and Claims whatsoever due to, arising from or to the extent contributed to from and in respect of work or services or for liens or deficiencies in holdbacks required to be retained under the Construction Act (Ontario) and successor legislation thereto affecting the Lands with respect to work, maintenances, repairs, and/or services connected to the Landlord's work and obligations. If the Tenant, without fault on its part, is made a party to any litigation commenced by or against the Landlord, then the Landlord will protect, indemnify and hold the Tenant harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Tenant in connection with that litigation.

27. LIABILITY LIMITS

27.1. The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

- 27.1.1. any damages to or loss of any property left in or on the Leased Premise or the Leased Premise, including, without limitation, the garage, if any, or any surface parking area subsequent to the Tenant giving up possession of the Leased Premise whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- 27.1.2. any damage to or loss of property incurred by the Tenant as a result of an "Act of God," including but not limited to the following: severe storm, lightning, flood, infestation of vermin, and insects.

28. TENANT'S PROPERTY

28.1. All personal property, furniture, fixtures and equipment, whether owned by Tenant or leased by Tenant from a lessor/owner (the "Equipment Lessor") within or installed in the Leased Premise by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time.

28.2. In no event (including a default under this Lease) shall Landlord have any liens, rights or claims to Tenant's and/or Equipment Lessor's personal property, furniture, fixtures and equipment, and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefor, any document required by Tenant or Equipment Lessor to evidence the foregoing.

29. ALTERATIONS

29.1. The Tenant may at its own expense from time to time, during the term hereof, make such alterations, replacements, improvements and changes, structural or otherwise including enlargements to the Leased Premise and the construction of new structures, utilities and other services (hereinafter called "Alterations"), in and to the Leased Premise which it may deem necessary or desirable, provided such Alterations shall not reduce the value of the Leased Premise and any such alterations are completed in a first-class manner.

- 29.2. Provided further, the Tenant shall not make any structural changes or additions without the Landlord's prior written consent, which consent shall not be unreasonably withheld. In making any Alterations, Tenant shall comply with all applicable laws, orders, and regulations of federal, provincial, district, and municipal authorities, with any direction a public officer gives pursuant to law.
- 29.3. Tenant shall obtain or cause to be obtained all building permits, licences, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Alterations. The Landlord shall cooperate with the Tenant in the obtaining thereof and shall execute any necessary documents in furtherance of such purpose.
- 29.4. It is understood and agreed that the Tenant shall not be required to restore the Leased Premise to its original state upon the expiration or termination of the Lease; however, if the Tenant removes its Alterations, it shall repair any damage caused.

30. ACCESS TO LEASED PREMISE

- 30.1. Tenant shall permit Landlord to enter upon the Leased Premise, at all reasonable times, as approved by Tenant, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's business therein, as follows:
- 30.1.1. to make repairs, changes, replacements and restorations to the Leased Premise, which are required to be made by the Landlord and
- 30.1.2. to inspect for suspected or actual pest and vermin infestations and
- 30.2. During the six (6) month period preceding the date of expiration of the term of this Lease, exhibit the Leased Premise to prospective tenants.

31. UNAVOIDABLE DELAYS (a "Force Majeure")

- 31.1. The Parties agree that if a Force Majeure Event occurs which prevents or delays a Party from punctually performing any obligation or satisfying any condition under this Lease, except for Rent and Additional Rent payments, the Party affected by such Force Majeure Event (the "Affected Party") must immediately give the other Party written Notice of:
- 31.1.1. the Force Majeure Event, including its nature and likely duration;
- 31.1.2. a description of which obligations have been prevented or delayed; and
- 31.1.3. the nature and extent of the effects of the Force Majeure Event on such obligations.
- 31.2. Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives the written Notice until the cessation of the Force Majeure Event.
- 31.3. The Affected Party shall regularly report its steps to the other Party in writing to remove or lessen the effect of that Force Majeure Event.
- 31.4. On the cessation of such Force Majeure Event, the Affected Party shall:
- 31.4.1. immediately give Notice to the other Party of the cessation of the Force Majeure Event and
- 31.4.2. resume performance of the obligations suspended due to the Force Majeure Event.
- 31.5. For this Lease, Force Majeure Event means events that are beyond the reasonable control of a Party, which prevent the Party from performing any of its obligations under this Lease, including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious epidemics, electricity supply interruptions and/or power failures.

32. LANDLORD'S DEFAULT

- 32.1. **Event of Default**
- 32.1.1. If the Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it ("Landlord's Default"), the Tenant shall:
- 32.1.1.1. Notify the Landlord in writing with the particulars of the Landlord's Default;
- 32.1.1.2. Provide the Landlord with a reasonable opportunity to remedy the Landlord's Default;
- 32.1.1.3. Notify the Landlord of the period of time within which the Landlord is required to remedy the breach (the "Landlord's Notice Period").
- 32.2. **Actions**
- 32.2.1. If the Landlord does not remedy the Landlord's Default within the Landlord's Notice Period and it becomes apparent to the Tenant that the Landlord cannot completely cure the Landlord's Default within the Notice Period or the Landlord is not proceeding to remedy the Event of Default in a way that is satisfactory to the Tenant; the Tenant may:
- 32.2.1.1. Extend the Notice Period or
- 32.2.1.2. Terminate this Lease immediately by Notice; or

- 32.2.1.3. Notify the Landlord that the Tenant intends to cure such default or without Notice, if in the Tenant's reasonable judgment, an emergency shall exist, cure such default, and the Landlord shall pay to the Tenant, upon demand, the reasonable cost thereof. Tenant shall not, except in an emergency, commence to cure any default of such a nature that said a default could not reasonably be cured within such period of ten (10) days if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default; or
- 32.2.1.4. If the Landlord is unable to cure the Landlord's Default upon conclusion of the Notice Period, and said defaults limit Tenant's access to the Leased Premise, then the Landlord agrees to provide a rent abatement against future Rent payable in the amount based on the following calculation (the "Rent Abatement")
- 32.2.1.5. Initial Term – Year 1: \$30.52/day for each day from the date of notification of Landlord's Default until the date when the Landlord's Default is cured
- 32.2.1.6. Extension Term – Year 1: \$30.85/day for each day from the date of notification of the Landlord's Default until the date when the Landlord's Default is cured.
- 32.2.1.7. Extension Term – Year 2: \$31.47/day for each day from the date of notification of the Landlord's Default until the date when the Landlord's Default is cured.
- 32.2.1.8. Extension Term – Year 3: \$32.10/day for each day from the date of notification of the Landlord's Default until the date when the Landlord's Default is cured.
- 32.2.1.9. Extension Term – Year 4: \$32.74/day for each day from the date of notification of the Landlord's Default until the date when the Landlord's Default is cured.

32.3. Additional Expenses

- 32.3.1. If the Tenant brings a suit due to the Landlord's Default and such suit is successful, the Landlord shall pay the Tenant all expenses incurred, including a reasonable solicitor's fee.

32.4. Remedies Cumulative

- 32.4.1. The Tenant may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Landlord, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Tenant by statute or the general law.

33. TENANT'S DEFAULT

33.1. Remediating by Landlord

- 33.1.1. In addition to all rights and remedies of the Landlord available to it by any provision of this Lease or by statute or the general law, in the event of any default hereunder by the Tenant, the Landlord shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Leased Premise to do any work or other things therein on not less than five (5) business days Notice to the Tenant or without Notice in the event of an emergency; all expenses of the Landlord in remediating or attempting to remedy such default shall be payable by the Tenant to the Landlord as Additional Rent forthwith upon demand; the Landlord will not be responsible to the Tenant for loss or damage resulting from any such action by the Landlord under any circumstances.

33.2. Right to Re-Enter

- 33.2.1. In the event of any failure of the Tenant to pay any Rent due hereunder or any part thereof within fifteen (15) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant then the Landlord, besides any other rights or remedies may re-enter the Leased Premise upon reasonable Notice and may remove all persons and property from the Leased Premise and any such property may be removed and stored in a public warehouse, at Tenant's expense.

33.3. Right to Relet

- 33.3.1. Should the Landlord elect to re-enter, as herein provided under s.33.2, it may either terminate this Lease, or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary to relet the Leased Premise and relet the Leased Premise or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied as follows:

- 33.3.1.1. first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord;
- 33.3.1.2. second, to the payment of any costs and expenses of such reletting, including brokerage fees and solicitor's fees and costs of such alterations and repairs;
- 33.3.1.3. third, to the payment of Rent due and unpaid hereunder; and
- 33.3.1.4. the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

33.3.2. Should rentals received from such reletting during any month be less than that to be paid by the Tenant hereunder, the Tenant shall pay any such deficiency to the Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premise by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

33.4. Payments

33.4.1. In any of the events referred to in ss. 33.1 and ss. 33.2 hereof, the full amount of the current month's Rent and Additional Rent and the next three (3) months' Rent and Additional Rent shall immediately become due and payable.

33.5. Additional Expenses

33.5.1. In the case where a suit shall be brought by the Landlord for recovery of possession of the Leased Premise, for the recovery of Rent, or any other amount due under the provisions of this Lease and such suit shall be successful, the Tenant shall pay to the Landlord all expenses incurred, therefore, including a reasonable solicitor's fee.

33.6. Remedies Cumulative

33.6.1. The Landlord may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

33.7. Abandoned Rented Premise

33.7.1. Without limiting the meaning of abandonment, the Landlord and Tenant agree that the Leased Premise may be deemed abandoned where it is substantially barren of the Tenant's personal property and the Rent is unpaid after the date it is due. The Landlord and the Tenant agree that if the Leased Premise is abandoned, the Landlord may re-enter the Leased Premise and, in addition to any additional rights the Landlord may have, the Landlord may relet the Leased Premise. In that event, such re-entry may be made without Notice to the Tenant and without liability for damage or prosecution.

33.7.2. In the event of abandonment of the Leased Premise, the Tenant acknowledges that the Landlord will incur costs to store and dispose of the Tenant's personal property and relet the Leased Premise. The Tenant shall be liable to the Landlord for the Landlord's costs of storage, advertising, administration, commission, cleaning, legal fees on a solicitor and client scale, damages to the Leased Premise and arrears of Rent.

34. END OF TERM

34.1. Upon expiration or termination of this Lease, Tenant shall peaceably and quietly quit and surrender the Leased Premise in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Lease or other casualty or causes beyond Tenant's control, and repairs which are provided to be the responsibility of the Landlord by the terms of this Lease, excepted.

34.2. Keys

34.2.1. The Tenant shall deliver to the Landlord all keys for the Leased Premise on termination of the tenancy.

34.3. Holding Over

34.3.1. Except as otherwise outlined in this Lease, should the Tenant hold over in possession after the expiration of the term of this Lease or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Lease, but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Rent in effect immediately preceding such expiration.

35. DAMAGE OR DESTRUCTION

35.1. If the Leased Premise is damaged or destroyed by fire or other casualty and rendered unfit for occupancy, the Rent hereby reserved shall be suspended until the Leased Premise has been rebuilt and/or repaired or restored up to the limits of the insurance maintained by the Landlord.

35.2. If the Leased Premise is incapable of being rebuilt and/or repaired or restored with reasonable diligence within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord may at its option terminate this Lease by Notice to the Tenant wherein this Lease shall cease, and the Lease shall become null and void from the date of such destruction or damage.

35.3. If the Leased Premise shall be capable, with reasonable diligence, of being rebuilt and/or restored within one hundred and eighty (180) days of the happening of such destruction or damage, upon the sole opinion of the Landlord, then the Landlord shall rebuild and/or restore or repair the Leased Premise with all speed within the aforesaid one hundred and eighty (180) days but only to the extent of insurance proceeds received.

36. EXPROPRIATION

- 36.1. In the event of expropriation of all or part of the Leased Premise, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the term nor the reduction or alteration of the Leased Premise.
- 36.2. The Landlord and the Tenant shall each look only to the expropriating authority for compensation. The Landlord and the Tenant agree to cooperate so that each can obtain the maximum compensation from the expropriating authority as may be permitted in law in relation to their respective interests in the Leased Premise.
- 36.3. Nothing herein contained shall be deemed or construed to prevent the Landlord or Tenant from enforcing and prosecuting a claim for the value of their respective interests in any expropriation proceedings.

37. LANDLORD'S PAYMENTS

- 37.1. All obligations secured by a mortgage or other lien upon the Leased Premise shall be paid by the Landlord when due.
- 37.2. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Leased Premise, and if Tenant does so, it shall be subrogated to all rights of the obligee against Landlord, and/or the Leased Premise and shall be reimbursed by Landlord for resulting expenses and disbursements, together with reasonable interest, and no merger shall be construed which would defeat such subrogation.

38. INVALIDITY OF CERTAIN PROVISIONS

- 38.1. If any provision of this Lease shall be invalid or unenforceable, the remainder shall not be affected thereby, and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

39. CHOICE OF LAW

- 39.1. This Lease and the rights and obligations of the Parties hereto shall be interpreted and construed under the laws of the Province of Ontario (Canada).

40. ESTOPPEL CERTIFICATES

- 40.1. Upon the request of either Party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, a written instrument, duly executed and acknowledged:
- 40.1.1. Certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications,
- 40.1.2. Specifying the dates to which the Rent and Additional Rent have been paid,
- 40.1.3. Stating whether or not, to the knowledge of the Party executing such instrument, the other Party hereto is in default and, if such Party is in default, stating the nature of such default.

41. NOTICES

- 41.1. Any notices, consents, approvals, submissions or demands given under this Lease or pursuant to any law or governmental regulation by the Landlord to the Tenant or by the Tenant to the Landlord shall be in writing. Unless otherwise required by law or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by mail or email addressed as specified in s. 3 or such other address or facsimile as the Landlord or Tenant, as the case may be, designates to the other.
- 41.2. If any such notice or other communication is sent (in the case of email/facsimile) or delivered (in the case of mail) on or before 3:45 p.m., it shall be deemed to have been received on such day if such day is a Business Day, failing which such Notice or other communication shall be deemed to have been received on the next Business Day.
- 41.3. If the Tenant is in doubt about the Landlord's address, the Tenant may communicate with the Landlord at the address to which the Rent was last sent.

42. NO WAIVER

- 42.1. The failure of either Party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

43. ENTIRE AGREEMENT

- 43.1. This Lease contains the entire agreement between the Parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the Party against which the enforcement of the change, modification or amendment is sought.

44. CONSTRUCTION LIENS

- 44.1. Neither Tenant nor Landlord shall permit any construction lien against the Leased Premise in connection with any labour, materials or services furnished or claimed to have been furnished.
- 44.2. If any such lien shall be filed against the Leased Premise, the Party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of Notice from the other Party or within such shorter time as may be necessary if the funding or financing is delayed pending such discharge, failing which the said other Party may cause said lien to be discharged at the cost of the Party charged with causing the lien.

45. CAPTIONS

- 45.1. The captions preceding the articles of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

46. SUCCESSORS AND ASSIGNS

- 46.1. The covenants and agreements contained in this Lease shall bind and enure to the benefit of the Landlord and its successors and assigns and the Tenant and its successors and assigns.
- 46.2. No successor to Landlord's interest in the Leased Premise shall be entitled to receive rent payments until fifteen (15) days after the Tenant's receipt of a proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or Party entitled to receive the Rent immediately preceding such change. Until such receipt, Tenant shall continue to pay the Rent and other amounts due hereunder to the Party to which, and in the manner in which, the last preceding instalment of Rent was paid.

47. TIME OF ESSENCE

- 47.1. The Parties agree that time will be of the essence in all respects.

IN WITNESS WHEREOF, this Lease has been duly executed in quadruplicate under seal as of the day and year first written above.

FOR THE LANDLORD

THE TOWNSHIP OF SOUTH ALGONQUIN

Name:

Title:

I have the authority to bind the Corporation.

FOR THE TENANT

DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD

Name:

Title:

I have the authority to bind the Corporation.

APPENDIX A – LEGAL DESCRIPTION

ADDRESS: 9 Post Street

PIN:

PROPERTY DESCRIPTION: PLAN M220 LOT 34 PCL 14679;NIP

End of Lease

ROAD MAINTENANCE SERVICES AGREEMENT

This **ROAD MAINTENANCE SERVICES AGREEMENT** (this “**Agreement**”) is effective as of the ____ day of _____, 2023 (the “**Effective Date**”),

BETWEEN:

HIS MAJESTY THE KING in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks
(hereinafter referred to as the "**Ministry**")

- and -

The Corporation of the Township of South Algonquin
(hereinafter referred to as the "**Township**")

RECITALS:

- A. As a result of the establishment of the Opeongo River Provincial Park and the Upper Madawaska River Provincial Park (collectively, the “**Parks**”, each a “**Park**”), both non-operational provincial parks which are administered by the Ministry, a number of roads managed by the Township weave in and out of Park lands as shown in Schedule B – Location Map attached hereto.
- B. The Ministry is the owner of the portions of the roads that are contained within the Parks as shown in red on Schedule B – Location Map, a list of which is provided in Schedule A attached hereto (the “**Lands**”).
- C. The Ministry acknowledges that road maintenance is required to provide public access and emergency service access to the Lands, private property, and Algonquin Park.
- D. The Township has been carrying out road maintenance on these roads, including the Lands, and agrees to continue to do so pursuant to the terms and conditions contained within this Agreement.
- E. The Township has passed By-law No. 2023-762 (attached as Schedule D) which indicates the current level of service of road maintenance on the highways specified therein, which include the Lands.

- F. The Ministry agrees to retain the Township and its employees, servants, agents, consultants and contractors (collectively, the “**Township’s Representatives**”) to enter upon the Lands to perform the following specific road maintenance services as outlined within the most current level of service by-law for The Township of South Algonquin (currently By-law 2023-762): road patrols, sign repairs, debris pick-up, pothole repairs, winter maintenance, winter sand sweeping, beaver control, noxious weed control, roadside mowing, dust control, and such other activities as are necessary to ensure the safety of the public (collectively, the “**Services**”), subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the payment of the service delivery fee and the mutual covenants and undertakings herein contained and expressed, it is agreed among the parties as follows:

TERM AND RENEWAL

1. This Agreement shall commence on the Effective Date and shall expire on the tenth anniversary of the Effective Date (the “**Term**”) subject to any renewal which shall be at the Ministry’s option.
2. In the event the Ministry wants to renew this Agreement, the Ministry shall give the Township 60 days prior written notice of its decision to renew, which shall be on the same terms and conditions; the notice shall also indicate the term of the renewal which shall be up to 10 years.

SERVICES

3. The Ministry retains the Township to perform the Services (defined in Recital F) in accordance with this Agreement.
4. The Services shall be undertaken by the Township:
 - (a) in a good and workmanlike manner,
 - (b) by good and reputable contractors and workers,
 - (c) in accordance with the most current level of service by-law for The Township of South Algonquin, which, as of the Effective Date, is By-law 2023-762 provided in Schedule D,
 - (d) in accordance with the mitigation measures set out in Schedule C,
 - (e) and in accordance with the Clean Equipment Protocol set out in Schedule E.
5. The Parties agree that the physical limits of the Lands for purposes of this Agreement extends thirty-three (33) feet from the centerline of the travelled portion of the roads.

6. The Township shall repair, at its sole expense, any damage or disturbance to the Lands arising out of or relating to the performance of the Services.
7. Except as indicated in Schedule C, the Services do not include replacement or repair or maintenance of any water crossing, including without limitation any culvert or bridge. Except as indicated in Schedule C, the Ministry retains full responsibility for all maintenance and repair of water crossings and acknowledges that the definition of Services in this Agreement does not include any such structures.
8. The Ministry acknowledges and agrees that the Services may require the removal of trees or other vegetation and the Township is hereby authorized to undertake such actions where necessary to facilitate the Services. The Township shall not be required to obtain a permit or advance permission from the Ministry or any other authority having jurisdiction for vegetation removal that occurs incidental to the Services.
9. Within the Lands and in accordance with Schedule C, the Township is also hereby authorized to undertake all Services necessary to manage nuisance beavers and to remove dams or obstructions that have the potential, in the Townships' exclusive opinion, to create a risk to users of the road or the integrity of the Lands. If dam removal is required that is within the Park and not on the Lands, the Township shall discuss next steps with the Ministry.
10. For the purposes of section 22 of the *Provincial Parks and Conservation Reserve Act, 2006*, S.O. 2006, c. 12, this Agreement constitutes a work permit for the Township to undertake the Services on the Lands as long as such work is in accordance with Schedules C and D attached hereto.
11. The Township will report to the Ministry any significant infrastructure damage on the Lands that requires maintenance beyond the Services and the Ministry shall then endeavour to obtain funding to carry out such repairs. In the event that the road condition on the Lands poses an immediate hazard, the Township shall sign and barricade such road and remove such signage and barricades when the road has been made safe for staff and equipment.

LICENCE

12. The Ministry hereby grants to the Township, together with the Township's Representatives, a licence (the "**Licence**") to enter upon the Lands with supplies, materials, and equipment for the purpose of performing the Services (as defined above in recital F).
13. The Ministry warrants that it owns the Lands and has the right to grant the Licence and retain the Township's services.

OCCUPATIONAL HEALTH AND SAFETY

14. The Township shall have a written occupational health and safety policy and maintain a program to implement that policy as required by clause 25(2)(j) of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended (the "OHSA").
15. The Township shall:
 - (a) fulfill all of the Employer obligations under the OHSA and ensure that all work is carried in accordance with the OHSA and its regulations;
 - (b) appoint and ensure an adequate number of supervisors are provided for the work and that they all satisfy the definition of "competent" as prescribed in the OHSA;
 - (c) identify any hazards associated with the work, assess the risks and develop appropriate control measures to protect worker safety;
 - (d) provide information, instruction and supervision to all workers to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
 - (e) ensure that workers and supervisors have completed mandatory health and safety awareness training in accordance with O. Reg. 297/13;
 - (f) ensure that any and all equipment used in connection with the Deliverables under the Contract will at all times be properly and safely maintained by duly qualified personnel and in good working order;
 - (g) notify the Ministry of the occurrence of all work-related health and safety incidents and Ministry of Labour investigations or orders and provide a copy to the Ministry of all correspondence to or from the Ministry of Labour with respect to the work undertaken under this Agreement;
 - (h) ensure appropriate emergency management procedures and response in the event of an accident or fire, including an emergency evacuation plan that accommodates for persons with disabilities (in accordance with section 27 of the Integrated Accessibility Standard Regulation, *Accessibility for Ontarians with Disabilities Act, 2005*; and
 - (i) take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the OHSA.
16. The Township shall ensure that any contractor hired by the Township to complete the Services works in accordance with the OHSA and its regulations. The Township acknowledges that it is the "employer", as defined by the OHSA, of its contractors.

17. The Ministry may stop the work where the Township fails to comply with the OHS Act or its regulations and an immediate danger to worker health and safety is observed. Failure or refusal by the Township to correct the observed violation, or willful or repeated non-compliance may result in termination of the Agreement.

TOWNSHIP BY-LAW AND RISK

18. At any time during the Term, in the event that the Township updates its level of service by-law, within 2 business days of approval of the revised by-law, the Township shall notify the Ministry by letter which shall reference this Agreement and attach a copy of such revised by-law, also indicating the date of the approval. Once received by the Ministry, the updated by-law shall represent the level of service by-law for the purpose of Section 4(c) of this Agreement.
19. The Township and the Township's Representatives and their respective property and equipment located at any time on the Lands, and all Services carried out by or on behalf of the Township or the Township's Representatives on the Lands, shall be at the sole risk of the Township.

INSURANCE

20. The Township shall ensure that (i) the Township and the Township's Representatives (including all contractors and subcontractors which undertake the Services) obtain and maintain for the Term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person would maintain in carrying out the Services, including but not limited to commercial general liability, and in each such case, naming "HIS MAJESTY THE KING in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks" as an additional insured with respect to liability arising in the course of performance of the Services; and (ii) copies of such certificate(s) of insurance are provided to the Ministry.

ANNUAL FEE AND PAYMENT

21. In consideration of carrying out the Services, the Ministry shall pay to the Township an amount of **\$10,000** (the "Annual Fee") each fiscal year ending March 31 during the Term of this Agreement. The Annual Fee shall be increased annually by the Ontario Consumer Price Index for Ontario (All-Items) as published by Statistics Canada Ottawa for the preceding year.
22. Each fiscal year during the Term, the Township shall invoice the Ministry for the Annual Fee and the Ministry shall pay the Annual Fee within sixty (60) days of receipt of such invoice.

TERMINATION

23. Either party may terminate this Agreement for any reason upon giving the other party 90 days prior written notice. If the effective date of the termination occurs before October 1 and the Ministry has paid the entire Annual Fee for that year, the Township shall reimburse half of the Annual Fee for that fiscal year.
24. In addition to all other rights of termination available under the Agreement, at law, in equity, or events of termination by operation of law, the Ministry may immediately terminate the Contract upon giving notice to the Township where the Township's acts or omissions constitute a substantial failure of performance.

GENERAL

25. Any notice or document required under this Agreement is sufficiently given if delivered personally or if sent by registered mail or email addressed to the Ministry at:

Park Superintendent
Algonquin Provincial Park
Ministry of the Environment, Conservation and Parks
Ontario Parks
PO Box 219
HWY 60
East Gate Complex
Whitney, ON K0J2M0
Telephone: 613-637-2780
Email: john.swick@ontario.ca

and to the Township at:

The Corporation of the Township of South Algonquin
7 Third Ave.
P.O. Box 217
Whitney, Ont.
K0J 2M0
Bryan Martin, CAO/Clerk-Treasurer
Telephone: 613-637-2650
Email: clerk@southalgonquin.ca

or at such other addresses as the Ministry and the Township may designate from time to time. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it. Notices by registered mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices by personal delivery or by email shall be deemed to have been received at the time of delivery or transmission unless

delivered or transmitted on a weekend or holiday, in which case such notice shall be deemed to have been received on the next business day. In the event of an interruption in postal service, notice shall be given by personal delivery or by email. For clarity, notice may not be given or received by telephone, despite the inclusion of a telephone number above.

26. All of the terms of this Agreement are severable from each other and will survive the invalidity of any other term of this Agreement.
27. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.
28. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties hereto.
29. The Township acknowledges that this Agreement and any information or documents provided by it to the Ministry may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O.1990, c. F. 31, as amended or replaced from time to time.
30. The Ministry acknowledges that this Agreement and any information or documents provided by it to the Township may be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O.1990, c. M. 56, as amended or replaced from time to time.
31. The parties hereby agree that they will act reasonably to settle any dispute, controversy or claim arising out of or relating to this Agreement, as amended or replaced from time to time, through good-faith negotiations.
32. This Agreement may be executed in separate counterparts, all of which will be considered one and the same Agreement. The parties agree that this Agreement may be delivered by electronic transmission of an electronically scanned original signature (such as PDF file format).
33. Each party shall from time to time execute and deliver all such further documents and instruments and do such acts as the other party may reasonably require to effectively carry out or better evidence the full intent and meaning of this Agreement

34. The Township shall indemnify and hold harmless the Ministry from and against all liabilities, costs, damages, expenses (including legal, expert and consulting fees), actions, claims, demands, lawsuits or other proceedings (each a "**Proceeding**"), by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, any act or omission of the Township or the Township's Representatives in the course of the performance of the Services provided that such indemnity shall not apply to the extent that liability is found due to faulty road design in the Lands or inherent hazard in the road itself in the Lands. This section shall survive the termination or expiry of the Agreement.
35. The Ministry acknowledges and agrees that the Township does not have any property interest in the Lands..
36. The recitals to this Agreement form an integral part of this Agreement.

[- SIGNATURE PAGE FOLLOWS -]

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date set out above.

**HIS MAJESTY THE KING in Right of Ontario,
as represented by the Minister of the
Environment, Conservation and Parks**

Per: _____

Name: John Swick
Title: Park Superintendent

**The Corporation of the Township of South
Algonquin**

Per: _____

Name: Bryan Martin
Title: CAO/Clerk-Treasurer

Per: _____

Name: Ethel LaValley
Title: Mayor

I/we have authority to bind the Corporation

[signing page for Road Maintenance Services Agreement with the Township of South Algonquin]

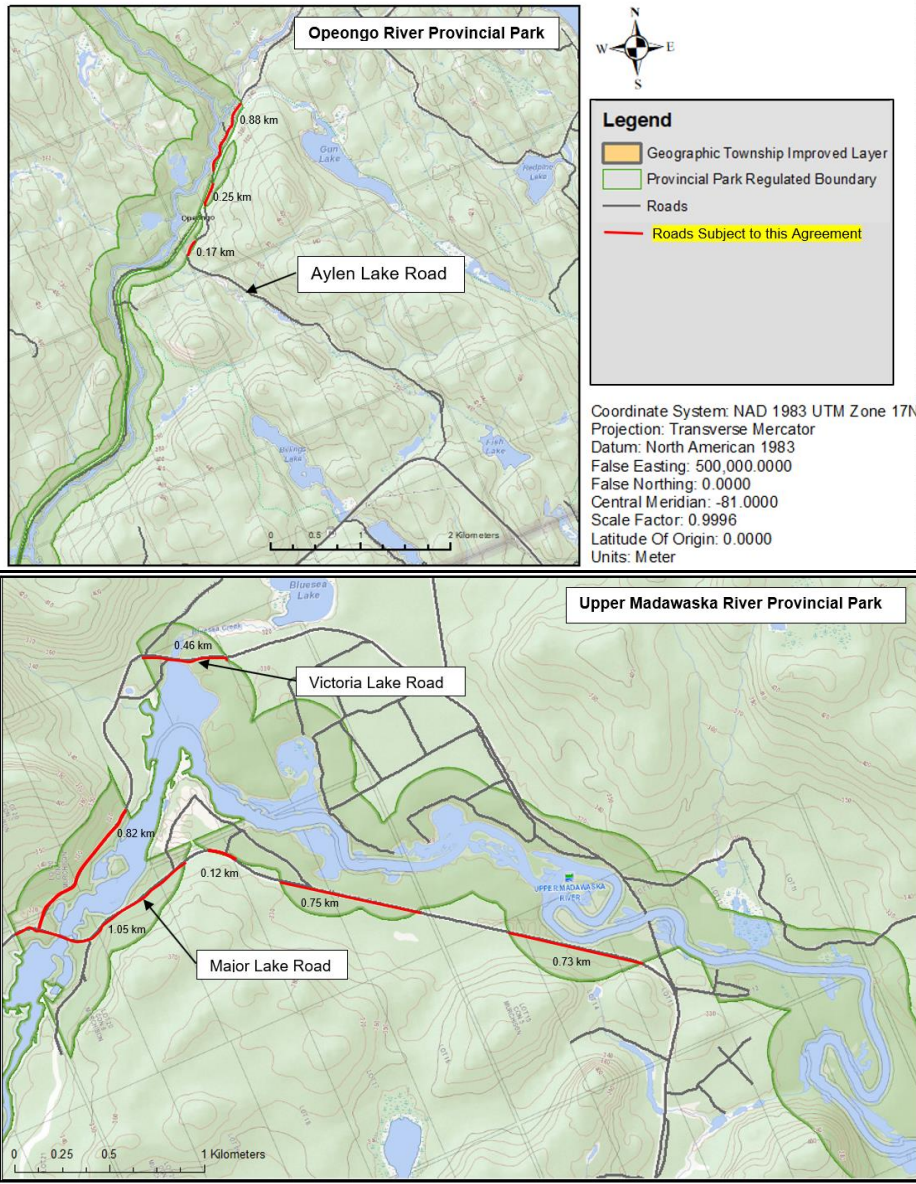
SCHEDULE A

List of the Lands

Provincial Park	Lot/s	Concession	Geographic Township	Approximate Segment length	Notes
Upper Madawaska River (UMR)	17	7	Murchison	0.46km	Victoria Lake Road Excludes Victoria Culvert crossing Bluesea Creek.
UMR	19, 20	6, 7	Murchison	0.83km	Victoria Lake Road
UMR	18, 19, 20	6	Murchison	1.05km	Major Lake Road Excludes Major Lake Bridge crossing Upper Madawaska River
UMR	18	6	Murchison	0.12km	Major Lake Road
UMR	16, 17	6	Murchison	0.75km	Major Lake Road
UMR	13, 14, 15	5	Murchison	0.73km	Major Lake Road
Opeongo River (OPR)	17, 18, 19	5, 6	Dickens	0.88km	Aylen Lake Road Excluding decommissioned railbed.
OPR	19	5	Dickens	0.25km	Aylen Lake Road. Excluding Decommissioned railbed.
OPR	29	5	Dickens	0.17km	Aylen Lake Road

SCHEDULE B

Location Map



SCHEDULE C – MITIGATION MEASURES
Annual Work Schedule Mitigation Measures
during Township of South Algonquin Road Maintenance

Prepared: October 12, 2022

Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
Road Patrol	To monitor road and identify maintenance requirements.	As required	Entire road within the Lands	As needed	As needed	
Excavations	Including sign installation, ditch and road bank maintenance, etc...	As required	As required within the Lands	Excavations or ditching maintenance shall not occur within 100m of water between June 1 and October 15		<p>All equipment must adhere to the clean equipment protocol for the prevention of invasive species.</p> <p>Clean gravel, free of organic materials (seeds/soils, etc.), may be used for spot gravelling small section of travelled portion of the road. Gravel may be applied to individual potholes/wet spots along the trail.</p> <p>No sourcing of material off the road bed, the Lands, or within the provincial park. Using material from the ditch/adjacent lands is not permitted.</p> <p>Use of material from the traveled portion of the road may occur to repair the road.</p> <p>Larger scale work will require a separate work permit (addition of truckload of gravel etc.) If trail resurfacing is required, a separate Work Permit Application must be completed and reviewed by Ontario Parks.</p> <p>Excavations shall not occur within 100m of water between June 1 and October 15 for protection of known species at risk in the area.</p>

Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
Sign Maintenance		As required	Entire road within the Lands	Post hole digging shall not occur within 100m of water between June 1 and October 15	As needed	Post hole digging shall not occur within 100m of water between June 1 and October 15 for protection of known species at risk in the area.
Debris Pick-up		As required	Entire road within the Lands	As needed	As needed	
Pothole Repairs		As required	As required within the Lands	Excavations shall not occur within 100m of water between June 1 and October 15	As needed	<p>All equipment must adhere to the clean equipment protocol.</p> <p>Clean gravel, free of organic materials (seeds/soils, etc.), may be used for spot gravelling small section of travelled portion of the road. Gravel may be applied to individual potholes/wet spots along the trail.</p> <p>No sourcing of material off the road bed, the Lands, or within the provincial park. Using material from the ditch/adjacent lands is not permitted.</p> <p>Use of material from the traveled portion of the road may occur to repair the road.</p> <p>Larger scale work will require a separate work permit (addition of truckload of gravel etc.) If trail resurfacing is required, a separate Work Permit Application must be completed and reviewed by Ontario Parks.</p> <p>Excavations shall not occur within 100m of water between June 1 and October 15 for protection of known species at risk in the area.</p>

Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
Winter Maintenance		As required	Entire road within the Lands	As needed	As needed	All equipment must adhere to the clean equipment protocol.
Winter Sand Sweeping		Annual	Entire road within the Lands	Shall not occur within 100m of water between June 1 and October 15	As needed	All equipment must adhere to the clean equipment protocol. Shall not occur within 100m of water between June 1 and October 15 for protection of known species at risk in the area
Nuisance beaver removal	Remove nuisance beaver(s) where deemed necessary to protect road and road use	As required	Entire road within the Lands	Shall not occur between October 15 and March 31 to adhere to normal trapping season.		Licensed trapper must be used. Trapping of non-target species must be reported to Ontario Parks.
Beaver dam removal	Beaver activity occasionally affects water levels and or integrity of water crossings	Continually	Within the Lands	Shall not occur between September 30 and May 1	Hand tools.	Removal of the beaver dam must be done with hand tools only, and gradually. This will require several visits on consecutive days to the dam to remove a small part and allowing water to flow, but preventing large amounts of sediment to be washed down stream. Silt fencing must be installed if gradual water release of the upstream pond cannot be guaranteed. The final breach of the dam shall not exceed the width of the stream channel The use of heavy machinery is not permitted. Separate approval is required for any beaver dam removal Services beyond what is listed. All equipment must adhere to the clean equipment protocol.

Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
Invasive species	Control of invasive vegetation	As required	Within the Lands	NA	Hand tools	All conditions of chemical use, as prescribed by the manufacturer and/or regulator must be followed, including distance from water. Only invasive species shall be controlled.
Roadside mowing and brushing	Cutting of vegetation from roadside	As required	Maximum 1 metre strip along both sides of the road.	Shall not occur between April 15 to September 15 of any year for protection of nesting birds and species at risk	As required	Mowing shall not cut vegetation lower than 1 metre for the protection of known species at risk in the area. No mechanical grubbing, no excavation permitted. No Herbicides permitted unless for noxious weeds. All equipment must adhere to the clean equipment protocol.
Dust control	To control dust	As required	Roadbed only		As required	Shall not be applied to outer 1.5m of roadbed for protection of known species at risk in the area.
Hazard Tree Removal	Removal of any hazardous tree that may impact road safety	As required	Entire road within the Lands	Shall not occur between April 15 and August 15 of any year for protection of nesting birds.	Chainsaws Pole saws	Timing window applies unless the tree poses an immediate danger. Removed trees are to be moved outside the Lands or to a safe location within the Lands as deemed by the Grantee's exclusive opinion. Cutting of hazard trees (standing) shall not occur between April 15 th to August 15 th of any year for protection of migrating birds. All equipment must adhere to the clean equipment protocol.
Fallen tree removal	Removal of trees that have fallen across or within the Lands and	As required	Entire road within the Lands	As needed	Chainsaws	Removed trees to be moved off the Lands and placed outside the Lands or in a safe location within the Lands as deemed by the Grantee's exclusive opinion.

Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
	pose a risk to road use					Trees shall not be placed within a waterbody (including intermittent streams). All equipment must adhere to the clean equipment protocol.
Grading	Reduce ruts and improve road	As required	Entire road, excluding sections of trail that are located less than 10m from surface waters (lake, creek, river, etc.).	Shall not occur between May 15 and September 30 for protection of species at risk.	Grader	Timing window applies to the outer 1.5m of roadbed for protection of known species at risk in the area. Blade shall not direct material into a waterbody. All equipment must adhere to the clean equipment protocol.
Culvert debris removal	Remove debris from culvert openings to maintain proper draining across the road.	As Required	Entire road within the Lands	Shall not occur between September 30 and May 1 <u>unless in accordance with the Additional Requirements.</u>	Shovels, rakes	Effort should be made to minimize the amount of sediment entering the waterway when clearing culverts. All equipment must adhere to the clean equipment protocol. Removal of debris must be done with hand tools only, and gradually. This will require several visits on consecutive days to the dam to remove a small part and allowing water to flow, but preventing large amounts of sediment to be washed down stream. Silt fencing must be installed if gradual water release of the upstream pond cannot be guaranteed. The use of heavy machinery is not <u>only</u> permitted <u>in accordance with the following:</u> <u>- Between July 15 and October 15 heavy machinery may be used only where hand tools will not achieve the desired</u>

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Maintenance Required	Reason for Work	Frequency	Location	Timing Restrictions	Equipment*	Additional Requirements
						<p><u>result. Equipment shall remain on the road bed; no disturbance to shoreline, or waterbody bed shall occur. Water levels shall be lowered gradually. This will likely require several visits on consecutive days to allow water to flow while preventing large amounts of sediment to be washed downstream and rapid changes in water level. All other conditions of culvert debris/beaver dam removal apply.</u></p> <p><u>- Between October 15 and July 14 heavy machinery may be used only in imminent emergencies (i.e., to prevent imminent damage to road infrastructure or a threat to road user safety) and where hand tools will not achieve the desired result. Equipment shall remain on the road bed; no disturbance to shoreline, or waterbody bed shall occur. Water levels shall be lowered gradually. This will likely require several visits on consecutive days to allow water to flow while preventing large amounts of sediment to be washed downstream. All other conditions of culvert debris/beaver dam removal apply.</u></p> <p><u>-Separate approval is required for any culvert debris removal Services beyond what is listed.</u></p>

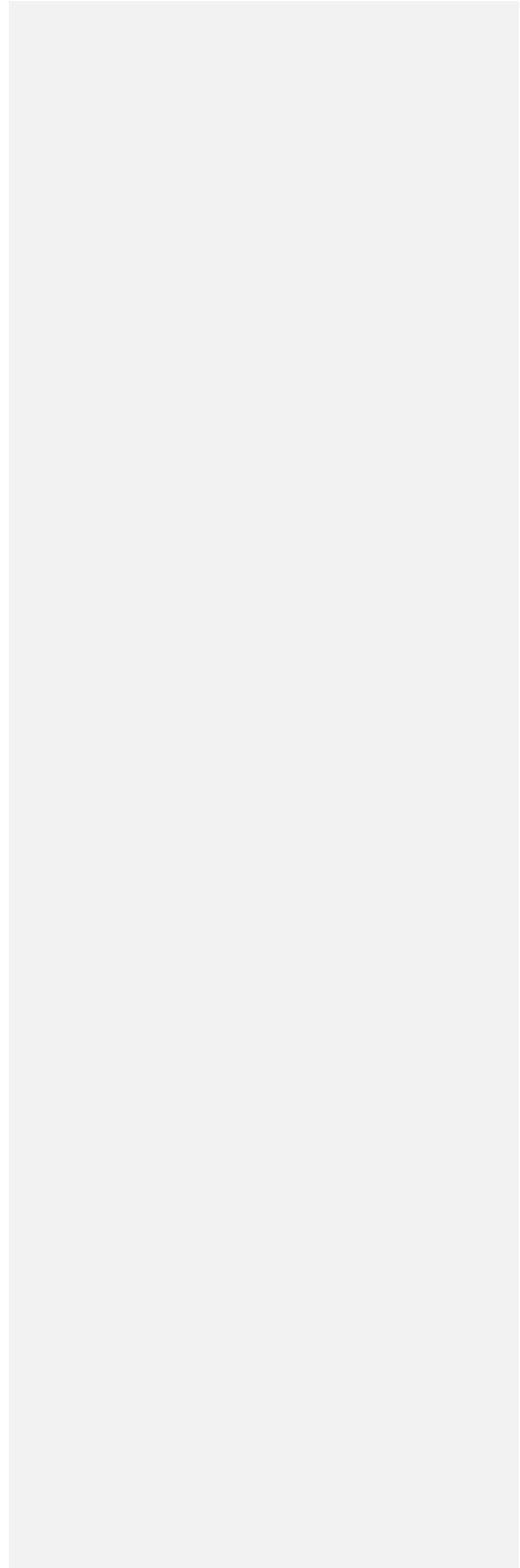
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SCHEDULE D

**Corporation of the Township of South Algonquin
By-Law 2023-762**

(commences on the following page)



THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

BY-LAW NO. 2023-762

BEING A BY-LAW TO ADOPT MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

WHEREAS Section 44(1) of the Municipal Act, R.S.O. 2001, states that municipalities shall keep all highways and bridges in a reasonable state to repair.

AND WHEREAS if a municipality defaults in complying with Section 44(1), then such municipality shall be liable under the *Negligence Act* for all damages any person sustains because of the default.

AND WHEREAS Section 44(4) provides that the Minister of Transportation may by regulation establish minimum standards of repair for highways and roads; classes of highways and roads; bridges; and classes of bridges.

AND WHEREAS the Township of South Algonquin desires to adopt and implement such minimum maintenance standards being Ontario Regulation 239/02 attached as policy PW23-01 hereto and forming part of this by-law.

AND WHEREAS all roads within the Township of South Algonquin are classified as per the regulation and attached as Appendix "A" hereto and forming part of this by-law.

NOW THEREFORE, the Council of the Corporation of the Township of South Algonquin enacts as follows:

1. THAT the standards herein, and amended from time to time, be hereby adopted and come into effect on the final date of passing of this by-law.
2. THAT in the South Algonquin, that Class 5 standards apply to all Class 6 roads under the jurisdiction of the Township.
3. THAT all operational activities of the municipal road department be directed to provide the desired roadway services as herein described where care is taken first to assure that the minimum standards are maintained, and second that such services are efficiently and effectively rendered.
4. THAT neither this corporation nor its officials make any promise or assurance that roadway services will be in excess of the minimum standard herein defined.
5. THAT these standards, and definitions of terminology, be made available to the ratepayers and users of this public municipal road system when requested. And that where exception is taken to standards stated herein, or interpretation of the same, such concern may be reviewed at a meeting of the Public Works Committee for that purpose, for consideration.
6. THAT where situations arise or applications be made which fall outside of the scope of these standards, the Works Superintendent shall respond as he/she may deem to be appropriate, with respect to budgetary constraint and reasonable practice.

7. AND THAT budgets and Council priorities shall be set on the basis of provision of roadway services to minimum standards.
8. That bylaw 16-512 is hereby repealed.

READ A FIRST AND SECOND TIME THIS 5th DAY OF JULY, 2023.

Ethel LaValley, Mayor

Bryan Martin, CAO/Clerk-Treasurer

READ A THIRD TIME AND PASSED THIS 5th DAY OF JULY, 2023.

Ethel LaValley, Mayor

Bryan Martin, CAO/Clerk-Treasurer

Township of South Algonquin Corporate Policy			
DEPARTMENT: Corporate Services			POLICY #: PW23-01
POLICY: Level of Service for Road Maintenance			
DATE: June /23	REV. DATE:	COVERAGE : Public Works Department	PAGE #: 1 of 16

PURPOSE: 4

POLICY STATEMENT: 4

SCOPE: 4

TITLE: 4

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PURPOSE:

It is the objective of the Township of South Algonquin to provide sufficient resources to meet the level of service set out in this policy for a low volume predominantly rural road system. The goal will be to provide a level of service that meets the requirements of Ontario Regulation 239/02 Minimum Maintenance Standards (MMS) for Municipal Highways as amended from time to time.

POLICY STATEMENT:

The Township of South Algonquin promotes safety on all roads assumed and designated by the Township of South Algonquin. This policy was developed to help mitigate road related service, along with supporting the requirements of Ontario Regulation 239/02, as amended by 366/18 and other associated legislation and regulations.

SCOPE:

This policy shall apply to all roads assumed and designated by the Township of South Algonquin as roads receiving maintenance. Notwithstanding the foregoing, neither the Township of South Algonquin nor its officials or employees shall make any promise, assurance or guarantee that the services provided by the Township of South Algonquin will be more than the MMS.

TITLE:

This Policy shall be called the 'Level of Service for Road Maintenance Policy'.

1.0- Routine and Winter Patrolling

1.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for routine patrolling that meets the Minimum Maintenance Standards O. Reg. 366/18 Section 3, under the Municipal Act 2001. Road classifications are in accordance with O. Reg. 366/18. Please refer to the table below for a description of the Classification of Highways.

TABLE: CLASSIFICATION OF HIGHWAYS

Average Annual Daily Traffic							
Traffic Posted or Statutory Speed Limit							
(# of motor vehicles)	(Kilometers per hour)						
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

There are currently no Class 1, Class 2 or Class 3 highways within the Township of South Algonquin.

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

1.2 Definitions

- “day” means a 24-hour period.
- **As soon as practicable** - shall mean without undue delay, having regard to prevailing circumstances.
- **Bicycle Lane** - shall mean:
 - a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
 - a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer.
- **Class** - shall mean the class of highway as determined in the Classification of Highways Table of the MMS.
- **GPS/AVL**- shall mean global positioning system, automated vehicle locating.
- **Highway** - shall include a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the public for the passage of vehicles and includes the

area between the lateral property lines thereof.

- **Ice** - shall mean all kinds of ice however formed.
- **Maintenance Class** - shall mean a Class 1, 2, 3, 4, 5 or 6 road designated as such by posted speed and traffic volume in accordance with Classification of Highways Table of the MMS.
- **MMS** - shall mean Ontario Regulation 239/02, Minimum Maintenance Standards for Municipal Highways as amended from time to time.
- **Operations** - shall mean those activities the Public Works Department performs to improve a condition or sustain a roadway standard. Public Works are normally defined by guidelines (not policy), with discretion of the Public Works Superintendent to choose various methods to achieve results cost-effectively.
- **Public Works Superintendent**- shall refer to a person, in the employ of, contracted by or appointed by the Township, who is accountable for the deployment of operations that impact on the condition or roadway services.
- **Patrol person** - shall mean a person who is either a dedicated winter patroller or a person whose duties include winter patrolling.
- **Roadway** - shall mean the part of the highway that is improved, designed, or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separate roadways, the term "roadway" refers to any one roadway separately and not to all the roadways collectively.
- **Sidewalk** - shall mean 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** - shall mean an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a Township.
- **Snow Accumulation** - shall mean the natural accumulation of any of the following that, alone or together, covers more than half a lane width of roadway: 1) new fallen snow 2) windblown snow 3) slush.
- **Weather Hazard** - shall mean the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.
- **Winter Event** - shall mean a weather condition affecting roads such as snowfall, wind-blown snow, sleet, freezing rain, frost, or ice, to which a winter event response is required.
- **Winter Event Response** - shall mean a series of winter control activities performed in response to a winter event.
- **Winter Patrol** - shall mean the field observation of weather and road conditions.
- **Winter Season** - shall mean that season when the Township normally performs winter highway maintenance as identified in this policy.

1.3 Operations Description

The Township of South Algonquin will routinely patrol highways at a frequency set out in Table 1A below.

Table 1A: Routine Patrolling Frequency

Class of Highway	Patrolling Frequency
3	Once every 7 days
4	Once every 14 days
5	Once every 30 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

- a) Routine Patrolling will be carried out by driving on the highway or by electronically monitoring the highway to check for conditions described in O. Reg. 239/02 as amended by 366/18 and this level of service policy.

- b) Routine Patrolling is not required between sunset and sunrise.
- c) Winter patrol operations will replace routine patrols during the season when the Township performs winter highway maintenance.
- d) Winter patrol routes will not operate when conditions have been identified throughout the Township that will require commencement of snowplowing or sanding operations. The patroller will then be reassigned to snowplowing roads. The winter patrol and winter maintenance activity are an interchangeable function.

2.0- Plowing and Sanding

2.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Road Conditions that meets the Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18, under The Municipal Act 2001. Road classifications are in accordance with O. Reg. 239/02 as amended by 366/18. There are currently no Class 1, Class 2 or Class 3 highways within the jurisdiction of the Township of South Algonquin. The Township of South Algonquin recognizes that severe weather conditions may occur that could prevent the attainment of the Level of Service specified in this policy. The Roads Department must work within the available resources and in such a manner to protect the safety of employees and the public.

2.2 Definitions

- “Season when the Township performs winter highway maintenance” means that period from October 1 to April 30 of the following year in accordance with O. Reg. 239/02 as amended by 366/18. The Township of South Algonquin may extend the season to May 10 when weather conditions create a demand for additional winter maintenance.
- “highway” means a common and public highway maintained by the Township of South Algonquin and includes any bridge, trestle, viaduct or other structure forming part of the highway.
- “roadway” means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.
- “Snow accumulation” means the natural accumulation of new fallen snow or windblown snow that covers more than half a lane width of a roadway.
- 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. 239/02 as amended by 366/18.

2.3 Operations Description

2.3.1 Snow Plowing

Table 2A: Snow Accumulation shown below contains the minimum maintenance standards specified in O. Reg. 239/02 as amended by 366/18 under the Municipal Act.

Table 2A: Snow Accumulation

<u>SNOW</u>		
Class of Highway	Depth	Time for Removal
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

Table 2B: Icy Roadways

<u>ICY ROADWAYS</u>	
Class of Highway	Time for Treatment
3	8 hours
4	12 hours
5	16 hours

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

The Township treats icy roadways in accordance with Table 2B for vehicular traffic. Maintenance for pedestrian purposes is not performed on roadways. These requirements only apply to a Township during the season when the Township performs winter highway maintenance.

2.2.1 Sidewalk Maintenance

- 2.3.2.1 The sidewalks will be cleared within 24 hours of when the snow accumulations reach a depth of 7.5 centimeters (3 inches).
- 2.2.1.2 Surfaces will be maintained in a snow packed condition during a storm.
- 2.2.1.3 Sidewalks will only be sanded when icy conditions create a hazard to pedestrians.
- 2.2.1.4 Sidewalks will generally be cleared and sanded in priority order. Priority will be given to school zones and then to commercial areas.

3.0 Road Surface Conditions

3.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Road Surface Conditions that meets the Minimum Maintenance Standards O. Reg. 239/02 Section 6, 7, 8, 9 and 16(1) as amended by 366/18, under The Municipal Act 2001. Road classifications are in accordance with O. Reg. 239/02 as amended by 366/18. There are currently no Class 1, Class 2 or Class 3 roads within the jurisdiction of the Township of South Algonquin.

3.2 Definitions

- “day” means a 24-hour period.
- “debris” means any material or object on a roadway, that is not an integral part of the roadway or has not been intentionally placed on the roadway by a Township, and that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle.
- “highway” means a common and public highway maintained by the Township of South Algonquin and includes any bridge, trestle, viaduct or other structure forming part of the highway.
- “roadway” means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.
- “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.
- “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 bridge.

3.3 Operations Description

3.3.1 Potholes

- a) Most pothole formations occur during the freeze/thaw cycles in spring and fall. Regular maintenance including patching and grading, is performed immediately following these cycles to prevent the formation of potholes.
- b) Potholes that are identified during routine patrols will be scheduled for repair as soon as practicable to prevent further degradation of the road surface structure and within the minimum maintenance standards detailed in sections c) and d) below.
- c) If a pothole exceeds both the surface area and depth set out in Table 3A, 3B, and 3C the Township of South Algonquin will repair the pothole within the time set out in Table 3A, 3B, or 3C as appropriate, after becoming aware of the condition.
- d) A pothole shall be deemed to be repaired if its surface area or depth is less than or equal to that set out in Table 3A, 3B, or 3C as appropriate.

Table 3A: Potholes on Paved Surface of Roadway

Class of Highway	Surface Area	Depth	Time for Completion of Repair
3	1000cm ²	8cm	7 days
4	1000cm ²	8cm	14 days
5	1000cm ²	8cm	30 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

Table 3B: Potholes on Non-Paved Surface of Roadway

Class of Highway	Surface Area	Depth	Time for Completion of Repair
3	1500cm ²	8cm	7 days
4	1500cm ²	10cm	14 days
5	1500cm ²	12cm	30 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

Table 3C: Potholes on Paved or Non-Paved Surface of Shoulder

Class of Highway	Surface Area	Depth	Time for Completion of Repair
3	1500cm ²	8cm	14 days
4	1500cm ²	10cm	30 days
5	1500cm ²	12cm	60 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

3.3.2 Shoulder Drop-off

- a) Regular shoulder grading is performed during spring and fall, when time and resources permit, to prevent the formation of shoulder drop-off.
- b) Problem areas are identified through routine patrolling and historical data. Shoulder grading is performed in these areas at an increased frequency appropriate to the requirements of each area.
- c) A shoulder drop-off condition that is identified during routine patrols will be scheduled for grading as soon as practicable to prevent further degradation of the road surface structure and within the minimum maintenance standards detailed in sections d) and e) below.
- d) If a shoulder drop-off is deeper, for a continuous distance of 20 meters or more, than the depth set out in the table 3D, the Township of South Algonquin will repair the shoulder drop-off within the time set out in the Table after becoming aware of the condition.
- e) A shoulder drop-off shall be deemed to be repaired if its depth is less than or equal to that set out in Table 3D.

Table 3D: Shoulder Drop-offs

Class of Highway	Depth	Time for Completion of Repair
3	8cm	7 days
4	8cm	14 days
5	8cm	30 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

3.3.3 Cracks

- a) Most cracks occur during the freeze/thaw cycles in spring and fall. Regular maintenance including patching is performed immediately following these cycles to prevent the formation of cracks.
- b) Cracks that are identified during routine patrols will be scheduled for repair as soon as practicable to prevent further degradation of the road surface structure and within the minimum maintenance standards detailed in sections c) and d) below.
- c) If a crack on the paved surface of a roadway is greater, for a continuous distance of three meters or more, than both the width and depth set out in Table 3E the Township of South Algonquin will repair the crack within the time set out in the Table after becoming aware of the condition.
- d) A crack shall be deemed to be repaired if its width or depth is less than or equal to that set out in the Table.

Table 3E: Cracks

Class of Highway	Width	Depth	Time for Completion of Repair
3	5cm	5cm	60 days
4	5cm	5cm	180 days
5	5cm	5cm	180 days

3.3.4 Debris

- a) If there is debris on a roadway, the Township of South Algonquin will remove the debris as soon as practicable after becoming aware of the condition. Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.
- b) “Debris” means any material (except snow, slush or ice) or object on roadway.

- That is not integral part of the roadway or has not been intentionally placed on the roadway by a Township, and
- 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. 47/18, s.9 as amended by 366/18.

3.4.5 Road Discontinuities

- Most road discontinuities occur during the freeze/thaw cycles in spring and fall. Most road discontinuities are temporary conditions, caused by frost heave. Road discontinuities found during the freeze/thaw cycle will be identified with a warning sign and monitored for potential repairs.
- Regular maintenance including patching and grading, is performed immediately following these cycles to repair and permanent surface discontinuities.
- Surface discontinuities that are identified during routine patrols will be scheduled for repair as soon as practicable to prevent further degradation of the road surface structure and within the minimum maintenance standards detailed in sections c) below.
- If a surface discontinuity, (other than a surface discontinuity on a bridge deck) exceeds the height set out in Table 3F, the Township of South Algonquin will repair the surface discontinuity within the time set out in the Table after becoming aware of the condition.

Table 3F: Surface Discontinuities

Class of Highway	Height	Time for Completion of Repair
3	5cm	7 days
4	5cm	21 days
5	5cm	21 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

3.4.6 Line Painting

- The line painting maintenance is completed in summer to replace existing lines worn away during the winter months.
- Line painting is completed on roads, sharp curves and steep that the Township deems necessary.

3.4.7 Dust Control

- Dust control is a regular treatment program applied annually to gravel and dirt roads.
- Due to the high cost of dust suppressants, the treatment is not repeated during the year so the application must be timed to provide optimum coverage for the season. The dust suppressants are generally applied in early summer.

4.0- Street Lights (Luminaires)

4.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for streetlights that meets the Minimum Maintenance Standards O. Reg. 239/02 Section 10 as amended by 366/18 under the Municipal Act 2001. Road classifications are in accordance with O. Reg. 239/02 as amended by 366/18. There are currently no Class 1, Class 2 or Class 3 roads within the jurisdiction of the Township of South Algonquin. 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

4.2 Definitions

- “day” means a 24-hour period.
- “highway” means a common and public highway maintained by the Township of South Algonquin and includes any bridge, trestle, viaduct or other structure forming part of the highway.
- “streetlight” means the complete lighting unit consisting of a lamp and the parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. (Regulation 239/02 as amended by 366/18 uses the term Luminaires.)

4.3 Operations Description

- a) Streetlights will be scheduled for repair when the Township becomes aware that it is not functioning.
- b) Streetlights located in a high traffic area may be immediately scheduled for repair at the discretion of the Public Work Superintendent.
- c) In addition, the level of service specified in sections a) and b), streetlights will be repaired to the Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

Table 4F: Luminaires

Class of Highway	Time for Completion of Repair
3	7 days
4	21 days
5	21 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

5.0- Signs and Traffic Signal Systems

5.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Signs that meets the Minimum Maintenance Standards O. Reg. 239/02 Sections 11 and 12 as amended by 366/18 under the Municipal Act 2001. Road classifications are in accordance with O. Reg. 239/02 as amended by 366/18. There are currently no Class 1, Class 2 or Class 3 roads within the jurisdiction of the Township of South Algonquin. 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. 239/02, s. 13 as amended by 366/18.

5.2 Definitions

- “day” means a 24-hour period.
- “highway” means a common and public highway maintained by the Township of South Algonquin and includes any bridge, trestle, viaduct or other structure forming part of the highway.
- “Regulatory sign” means a traffic sign advising drivers of action they should or must do (or not do), under a given set of circumstances.
- “Warning sign” means a sign which indicates conditions on or adjacent to a highway or street that is actually or potentially hazardous to traffic operations.

5.3 Operations Description

a) If any of the sign types listed below is illegible, improperly oriented or missing, the sign will be repaired or replaced as soon as practicable after becoming aware of the condition.

- Checkerboard
- Curve sign with advisory speed tab
- Do not enter.
- 1 Load Restricted Bridge
- One Way
- School Zone Speed Limit
- Stop, Stop Ahead, Stop Ahead New
- Traffic Signal Ahead, New
- Two Way Traffic Ahead
- Wrong Way
- Yield, Yield Ahead, Yield Ahead New
- Dead End Road
- No Exit
- Maintained Portion of Road Ends

b) Any sign that is found by the routine patrol to be illegible, improperly oriented or missing will be scheduled for repair or replacement as soon as practicable and within the minimum maintenance standards detailed in section c) below.

c) Any illegible, improperly oriented or missing regulatory/warning signs not found on the list above will be repaired or replaced within the time period set out in Table 5A.

Table 5A: Regulatory and Warning Signs

Class of Highway	Time for Completion of Repair
3	21 days
4	30 days
5	30 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

6.0- Bridges

6.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Bridges that meets the Minimum Maintenance Standards O. Reg. 239/02 Sections 15 and 16 as amended by 366/18 under the Municipal Act 2001. Road classifications are in accordance with O. Reg. 239/02 as amended by 366/18. There are currently no Class 1, Class 2 or Class 3 roads within the jurisdiction of the Township of South Algonquin.

6.2 Definitions

- “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.
- “day” means a 24-hour period.
- “highway” means a common and public highway maintained by the Township of South Algonquin and includes any bridge, trestle, viaduct or other structure forming part of the highway.
- “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 bridge.

6.3 Operations Description

- Most bridge deck spalls occur during the freeze/thaw cycles in spring and fall. Regular maintenance including patching is performed immediately following these cycles to prevent the formation of spalls.
- Bridge deck spalls that are identified during routine patrols will be scheduled for repair as soon as practicable to prevent further degradation of the bridge surface structure and within the minimum maintenance standards detailed in sections c) below.
- If a bridge deck spall exceeds both the surface area and depth set out in Table 6A below, the spall will be repaired, within the time specified in Table A after becoming aware of the condition.

Table 6A: Bridge Deck Spalls

Class of Highway	Surface Area	Depth	Time for Completion of Repair
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18.

- The bridge deck spall will be considered repaired if its surface area or depth is less than or equal to that set out in Table 6A.
- If the surface discontinuity on a bridge deck exceeds 5 cm, the condition will be repaired as soon as practicable after becoming aware of the condition.

7.0- Drainage systems

7.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Drainage Systems that protects the road infrastructure from damage due to water saturation and prevents flooding of the roadway and adjacent properties. Drainage systems are not included in the Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18 under the Municipal Act 2001.

7.2 Operations Description

- a) Collapsed or excessively corroded culverts will be replaced.
- b) Culverts that have shifted in position and are no longer set to the proper grade due to frost heave or wear will be reset or replaced depending on the condition of the culvert.
- c) Culvert thawing will be performed seasonally, in accordance with the demand caused by weather conditions.
- d) Regular spring run-off maintenance will include the removal of snow from high volume ditching, and the clearing of each end of the culvert. The maintenance program is completed in order of priority, when time and weather conditions permit. A sudden onset of the spring melt may prevent the maintenance program from proceeding.
- e) Curb and gutter sections that have settled or heaved will be scheduled for repair.
- f) In specific areas of historical concern, catch basins are to be cleaned when required.
- g) Ditches in areas where problems are repetitive will be inspected annually and cleared as required.
- h) Catch basin tops and inlets will be cleaned when required.
- i) Ditches will be scheduled for clearing when problems are identified.
- j) Catch basin and ditch inlet frames and grates within a highway shall be inspected for road surface continuity. Adjustments of the frames and grates will be made as required in Table 3F Surface Discontinuities.

8.0- Trees and Brush

8.1 Introduction

The Township of South Algonquin Roads Department will provide a level of service for Trees and Brush that protects the health and safety of the public and maintains the natural surroundings.

Trees and brush are not included in the Minimum Maintenance Standards O. Reg. 239/02 as amended by 366/18 under the Municipal Act 2001. The Township follows the Municipal Act Section 62 (1) and 62 (2) which states:

62 (1) Entry on land, tree trimming- A Township may, at any reasonable time, enter upon land lying along any of its highways.

- a) To inspect trees and conduct tests on trees; and
- b) To remove decayed, damaged or dangerous trees or branches of trees if, in the opinion of the Township, the trees or branches pose a danger to the health or safety of any person using the highway.

62 (2) Immediate Danger- An employee or agent of the Township may remove a decayed, damaged or dangerous tree or branch of a tree immediately and without notice to the owner of the land upon which the tree is located if, in the opinion of the employee or agent, the tree or branch poses and immediate danger to the health or safety of any person using the highway.

The Township will also adhere to Section 62.1 (1) of the Municipal Act which states that a Township may apply to a judge of the Superior Court of Justice for an order requiring the owner of the land lying along the highway to remove or alter any vegetation, building or object on the land that may obstruct the vision of pedestrians or drivers of vehicles on the highway, cause the drifting or accumulation of snow or harm the highway if the Township is unable to enter into an agreement with the owner of the land to alter or remove the vegetation, building or object from the land.

9.0 Sidewalk surface discontinuities

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, s16(1), O.Reg.239/02, s.13 as amended by 366/18.

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 Township does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimeters. O. Reg. 47/13, s. 16 (2).

1. If a surface discontinuity on or within a sidewalk exceeds two centimeters, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 239/02, s. 14 as amended by 366/18.
2. 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 centimeters. O. Reg. 239/02, s. 14 as amended by 366/18.
3. 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. 239/02, s.14 as amended by 366/18.

9.1 Encroachments, area adjacent to sidewalk

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. 239/02, s. 15 as amended by 366/18.
2. 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 45cm. O. Reg. 239/02, s. 15 as amended by 366/18.
3. 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 Township to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 239/02, s. 15 as amended by 366/18.
4. 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. 239/02, s. 15 as amended by 366/18.

9.2 Snow accumulation on sidewalks

- a) To reduce the snow to a depth less than or equal to 8 centimeters within 48 hours; and
- b) To provide a minimum sidewalk width of 1 meter. O. Reg. 239/02, s. 15 as amended by 366/18.

9.3 Ice formation on sidewalks and icy sidewalks

- a) If ice forms on a sidewalk even though the Township meets the standard set out, the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the Township first becomes aware of the fact that the sidewalk is icy. O. Reg. 239/02, s.15 as amended by 366/18.
- b) The standard for treating icy sidewalks after the Township 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. 239/02, s. 15 as amended by 366/18.
- c) 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. 239/02, s. 15 as amended by 366/18.

9.4 Icy sidewalks, significant weather event

- 1) If a Township 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 Township, 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 Township deems appropriate to do so. O. Reg. 239/02, s. 15 as amended by 366/18.

9.5 Winter sidewalk patrol

- 1) If it is determined by the Township 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 Township selects as representative of its sidewalks at intervals deemed necessary by the Township. O. Reg. 239/02, s. 15 as amended by 366/18.
- 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. 239/02, s. 15 as amended by 366/18.

MMS Classification Schedule A

<i>Sec. #</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>MMS Class</i>	<i>AADT</i>	<i>AADT Year</i>	<i>Speed Limit</i>
RD010	Airy Road	Highway 60	0.9km west of Highway 60	0.900	6	10	2021	50
RD020	Airy Road	0.9 km west of Highway 60	1.2 km west of Highway 60	0.300	6	10	2021	50
RD030	Galeairy Lake Road	Maple Drive (N)	Maple Drive (S)	0.440	6	318	2021	40
RD035	Galeairy Lake Road	Highway 60	Maple Drive (N)	0.250	6	318	2021	40
RD040	Maple Drive	Galeairy Lake Rd. N.	Galeairy Lake Rd. S.	0.850	5	300		50
RD050	Sunset Trail	Maple Drive	End	0.600	6	40		50
RD060	Birch Crescent	Maple Drive	End	0.150	6	20		50
RD070	Hemlock Crescent	Maple Drive	End	0.130	6	20		50
RD080	Galeairy Lake Crescent	Galeairy Lake Road	End	0.130	6	20		40
RD090	Fire Route-Dam	Galeairy Lake Road	End	0.050	6	5		50
RD100	Hay Creek Road (PA)	Highway 60	1.25 km South of Highway 60	1.250	5	638	2021	40
RD110	Hay Creek Road (UP)	1.25 km South of Ottawa Street	McCrae's Mill	0.750	5	638	2021	40
RD120	Dave Bowers Road	Hay Creek Road	0.1 km west of Hay Creek Road	0.100	6	20		50
RD130	Ottawa Street	First Avenue	Second Avenue	0.200	5	624	2021	50
RD135	Ottawa Street	Highway 60	First Avenue	0.400	5	624	2021	50
RD140	Lake Street	Third Avenue	Lakeshore Drive	0.250	6	156		50
RD145	Lake Street	Second Avenue	Third Avenue	0.300	6	156		50
RD150	Boat Launch Road	Ottawa Street	0.10 west of Ottawa Street	0.100	6	10		50
RD160	Lakeshore Avenue	Hay Creek Road	Third Street	0.600	6	30		50

<i>Sec. #</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>MMS Class</i>	<i>AADT</i>	<i>AADT Year</i>	<i>Speed Limit</i>
RD170	First Avenue	Hay Creek Road	Ottawa Street	0.200	6	156		50
RD180	Second Avenue	Hay Creek Road	Ottawa Street	0.210	6	156		50
RD190	Third Avenue	Hay Creek Road	Lakeshore Drive	0.120	6	156		50
RD200	Mill Street	First Avenue	Second Avenue	0.200	6	156		50
RD220	Paradise Road	Highway 60	1.1 km south of Highway 60	1.100	6	195	2021	50
RD230	Paradise Road	1.1 km south of Highway 60	End	1.300	6	5	2021	50
RD240	Hilltop Crescent	Highway 60	End	0.360	6	50		50
RD250	Church Hill Street	Post Street	0.06 km South of Post Street	0.060	6	93		50
RD254	Church Hill Street	0.06 South of Post Street	300m North of Highway 60	0.380	6	93		50
RD258	Church Hill Street	300m North of Highway 60	Highway 60	0.300	6	93		50
RD260	Park Street	Highway 60	Paradise Rd.	0.245	6	93		50
RD280	Post Street	Highway 60	Medical Centre Road	0.270	5	371	2021	50
RD290	Post Street	Medical Centre Road	End	0.170	6	93		50
RD300	Medical Centre Road	Post Street	End	0.170	6	186		50
RD310	Madawaska Avenue	Post Street	Madawaska Street	0.050	6	0		50
RD320	Madawaska Street	Algonquin Street	End	1.000	6	40		50
RD330	Madawaska Street	Highway 60	Madawaska Avenue	0.100	6	25	2021	50
RD335	Madawaska Street	Madawaska Avenue	Algonquin Street	0.200	5	300		50
RD340	Algonquin Street	Madawaska Street	Algonquin Crescent	0.700	6	39	2021	50
RD340	Algonquin Street	Algonquin Crescent	End	0.210	6	39	2021	50
RD350	Algonquin Crescent	Highway 60	End	0.400	6	20		50

<i>Sec. #</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>MMS Class</i>	<i>AADT</i>	<i>AADT Year</i>	<i>Speed Limit</i>
RD360	Nipissing Road	Algonquin Street	0.6 km East of Algonquin Street	0.600	5	300		50
RD380	Nipissing Road	0.6 km East of Algonquin Street	2.3 km East of Algonquin Street	1.670	5	300		50
RD390	Old Highway 127	Highway 60	Highway 127	5.530	6	38	2021	80
RD400	Spectacle Lake Road	Highway 60	Dickens Township Boundary	1.380	6	62	2021	50
RD410	Aylen Lake Road	Highway 60	End	8.300	5	86	2021	60
RD420	Gaffney Road	Aylen Lake Road	Moonlight Road	0.810	6	21		80
RD424	Gaffney Road	Moonlight Bay Road	Burnt Depot Road	3.870	6	21		80
RD428	Gaffney Road	Burnt Depot Road	End	0.620	6	21		80
RD435	Burnt Depot Road	200m East of Gaffney Road	End	0.300	6	5		80
RD430	Burnt Depot Road	Gaffney Road	200m East of Gaffney Road	0.200	6	5		80
RD440	Moonlight Bay Road	Gaffney Road	End	2.200	6	5		80
RD450	Whites Road	Aylen Lake Road	End	0.700	6	5		80
RD460	North Aylen Lake Road	Aylen Lake	Chapel Lane	3.320	6	43		80
RD463	North Aylen Lake Road	Chapel Lane	Ferndale Lane	2.080	6	43		80
RD466	North Aylen Lake Road	Ferndale Lane	End	2.310	6	43		80
RD470	Pringles Road	North Aylen Lake Road	End	0.670	6	10		80
RD480	Shields Road	North Aylen Lake Road	End	0.160	6	10		80
RD490	Old Farm Road	Aylen Lake North Road	End	0.310	6	5		80
RD505	Paplinskie Road	Civic #221	End	1.100	6	39	2021	80
RD500	Paplinskie Road	Highway 60	Civic #221	1.000	6	39		80
RD510	Dunnes Road	Highway 60	End	2.100	6	10		80

<i>Sec. #</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>MMS Class</i>	<i>AADT</i>	<i>AADT Year</i>	<i>Speed Limit</i>
RD520	Dawson Street	Highway 60 West	Highway 60 East	0.800	6	101		50
RD530	Merton Street	Murchison Road	Highway 60	0.610	6	101		50
RD540	Murchison Road	Dawson Street	End	0.240	6	101		50
RD550	Holstein Street	Merton Road	End	0.500	6	50		50
RD580	Victoria Street	Highway 60	Major Lake Road	0.400	6	79	2021	50
RD590	Fire Route - Pump House	Major Lake Road	End	0.150	6	20		50
RD600	Tom and Mick Murray Park Road	Highway 523	End	0.670	6	5		80
RD610	Major Lake Road	Highway 60	Victoria Street	0.700	5	209	2021	50
RD612	Major Lake Road	Victoria Street	4.7km North of Highway 60	4.000	4	209	2021	80
RD613	Major Lake Road	4.7km North of Highway 60	6km North of Highway 60	1.300	4	209	2021	80
RD614	Major Lake Road	6km North of Highway 60	Victoria Lake Road	2.000	4	209	2021	80
RD615	Major Lake Road	Victoria Lake Road	McCaulley Lake Road	3.100	4	209	2021	80
RD630	Victoria Lake Road	Major Lake Road	Civic #700	3.440	6	5		80
RD635	Victoria Lake Road	Civic #700	End	2.510	6	5		80
RD640	McCauley Lake Road	Major Lake Road	End	3.150	6	11	2021	80
RD660	Reids Road	Highway 523	End	0.100	6	20		80
RD670	Lyell Lake Landing Road	Highway 523	End	0.400	6	30		80
RD680	McGuey Road	Highway 127	Civic# 471	2.370	6	44	2021	80
RD685	McGuey Road	Civic #471	End	1.970	6	44	2021	80
RD690	McRae-Hay Lake Road (PA)	2.4km West of Highway 127 (Civic 510)	McRae-Hay Lake Road (UP)	2.000	6	19	2021	80

<i>Sec. #</i>	<i>Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>MMS Class</i>	<i>AADT</i>	<i>AADT Year</i>	<i>Speed Limit</i>	
RD691	McRae-Hay Lake Road (PA)	Highway 127	2.4km West of Highway 127 (Civic 510)	2.400	6	19	2021	80	
RD700	McRae-Hay Lake Road (UP)	North Road	End	2.480	6	19		80	
RD710	Bennett Road	McRae-Hay Lake Road	End	2.360	6	5		80	
RD736	McKenzie Lake Road	South McKenzie Lake Road	Highway 127	1.560	6	45	2021	80	
RD730	McKenzie Lake Road	Highway 127	Proven Line	1.580	6	45	2021	80	
RD732	McKenzie Lake Road	Proven Line	North McKenzie Lake Road	2.460	6	45	2021	80	
RD734	McKenzie Lake Road	North McKenzie Lake Road	South McKenzie Lake Road	3.190	6	45	2021	80	
RD740	South McKenzie Lake Road	McKenzie Lake Road	End	2.600	6	5		80	
RD750	North McKenzie Lake Road	McKenzie Lake Rd.	Civic #681 (Moosemeat Archery)	3.410	6	36		80	
RD752	North McKenzie Lake Road	Civic #681 (Moosemeat Archery)	Henry Coglan Drive	2.800	6	36		80	
RD755	North McKenzie Lake Road	Henry Coglan Drive	End	2.310	6	36		80	
RD760	Henry Coglan Drive	North McKenzie Lake Road	End	1.900	6	5		80	
RD770	Proven Line	McKenzie Lake Road	Pastwa Lake Road	1.720	6	10		80	
RD780	Pastwa Lake Road	Proven Line	2.7 km East of Proven Line	2.400	6	10		80	
RD785	Pastwa Lake Road	2.7 km East of Proven Line	End	3.080	6	5		80	
RD790	Kuiack Road	Pastwa Lake Road	End	0.500	6	1		80	
RD791	Kenny Road	Paradise	End	0.200	6	25		50	
				122.085					

Winter Road Closures

Airy Ward:

<u>Road Name</u>	<u>Particulars</u>
Lakeshore Drive	From Change Room to Third Avenue
Boat Launch Road – Galeairy Lake	Entire length

Dickens Ward:

<u>Road Name</u>	<u>Particulars</u>
Burnt Depot Road	From 0.25 km to end of road
Shields Road	Entire length
Old Farm Road	Entire length

Murchison/Lyell Wards:

<u>Road Name</u>	<u>Particulars</u>
Dunnes Road	From 183 Dunnes Rd. to end
Lyell Lake Landing Road	Top of the hill to the boat launch
Tom & Mick Murray Park	Boat Launch turn to Tom & Mick Murray Park

Sabine Ward:

<u>Road Name</u>	<u>Particulars</u>
Pastwa Lake Road	From 435 Pastwa Lake Road end of road
Kuiack Road	Entire length
Hay Lake Boat Launch Road	Entire length

SCHEDULE E

Clean Equipment Protocol

(commences on the following page)

Clean Equipment Protocol for Industry

Inspecting and cleaning equipment for the purposes of invasive species prevention



Catalyst for research and response



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For more information on invasive plants in Ontario, visit www.ontario.ca/invasivespecies,
www.ontarioinvasiveplants.ca, www.invadingspecies.com or www.invasivespeciescentre.ca

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Introduction

Why Invasive Plants are a Problem

Invasive alien species are “a growing environmental and economic threat to Ontario. Alien species are plants, animals and microorganisms that have been accidentally or deliberately introduced into areas beyond their normal range. Invasive species are defined as harmful alien species whose introduction or spread threatens the environment, the economy, or society, including human health (Government of Canada 2004).” (Ontario Invasive Species Strategic Plan, 2012). The great majority of plant invasions occur in habitats that have been disturbed either naturally or by humans (Rejmanek 1989; Hobbs and Huenneke 1992; Hobbs 2000).

The ecological effects of invasive species are often irreversible and, once established, they are extremely difficult and costly to control or eradicate. According to Pimental et al. (1999), invasive species in the U.S. cause economic and environmental damages totalling over \$138 billion per year, with agricultural weed control and crop losses totalling approximately \$34 billion per year. Exact figures for the total economic and environmental damages are not available for Canada. In Ontario however, the costs of dealing with just one invasive species is astonishing; Zebra Mussels cost Ontario power producers who draw water from the lake \$6.4 million per year in increased control/operating costs and about \$1 million per year in research costs (Colautti et al. 2006).

Invasive species can spread to new areas when contaminated mud, gravel, water, soil and plant material are unknowingly moved by equipment used on different sites. This method of spread is called an unintentional introduction, and is one of the four major pathways for invasive species introduction into a new area of Ontario (Ontario Invasive Species Strategic Plan, 2012).



Buckthorn removal, Lynde Shores Conservation Area.

Photo by: Central Lake Ontario Conservation Authority

Invasive plant seed and propagules (plant material, i.e. rhizomes) have the ability to travel sight unseen in mud attached to or lodged in various parts and spaces between parts of vehicles, machinery and other mechanical equipment. A recent study at Montana State University found that most seeds (99% on paved roads and 96% on unpaved roads) stayed attached to the vehicle after traveling 160 miles (257 km) under dry conditions.

Invasive plant species are commonly transported on or in vehicles and construction equipment when they are moved to new locations. Those vehicles include four-wheel drives, excavators, tractors, loaders, water trucks and all-terrain vehicles. Failure to properly clean vehicles and machinery of soils, mud, and contaminated water that may contain invasive species seed and propagules can result in permanent, irreversible environmental impacts. These impacts can mean substantial cost to the landowner, land manager and/or the user. Businesses may also face liability issues for activities and operations that result in the introduction of invasive species.

Some of the invasive species in Ontario which have been known to spread through equipment transfer include:

- **Common Buckthorn** (*Rhamnus cathartica*)
- **Dog-strangling Vine** (*Cynanchum rossicum*)
- **Garlic Mustard** (*Alliaria petiolata*)
- **Giant Hogweed** (*Heracleum mantegazzianum*)
- **Glossy Buckthorn** (*Frangula alnus*)
- **Japanese Knotweed** (*Polygonum cuspidatum*)
- **Miscanthus or Chinese Silver Grass** (*Miscanthus sinensis*)
- **Phragmites or Common Reed** (*Phragmites australis* subsp. *australis*)
- **Reed Canary Grass** (*Phalaris arundinacea*)
- **Wild Parsnip** (*Pastinaca sativa*)
- **Wild Chervil** (*Anthriscus sylvestri*)



Dog-strangling vine
(*Cynanchum rossicum*)
Photo by: Hayley Anderson



Garlic Mustard
(*Alliaria petiolata*)
Photo by: Ken Towle



Phragmites
(*Phragmites australis* subsp. *Australis*)
Photo by: Michael Irvine

These plants impact biodiversity by out-competing native species for space, sunlight, and nutrients. They can also have impacts on road and driver safety by physically blocking intersection sightlines, and in the case of Phragmites and Miscanthus, may fuel intense grass fires if ignited, which can damage utility stations and hydro lines.

The harmful effects of invasive species include:

- Physical and structural damage to infrastructure
- Human health hazards (i.e. Giant Hogweed and Wild Parsnip exposure)
- Delays and increased cost in construction activities
- Environmental damage (i.e. erosion)
- Aesthetic degradation
- Loss of biodiversity
- Reduced property values
- Loss of productivity in woodlots and agriculture

Why Cleaning Vehicles and Equipment is Important

Passenger and recreational vehicles as well as heavy machinery are major vectors for spreading terrestrial invasive species into new areas.

It is much more costly to control invasive species after their establishment and spread than it is to prevent their spread. The spread of invasive species through unintentional introduction can be minimized significantly by the diligent cleaning of vehicles and equipment when leaving one site and moving to the next. In the case of large properties, cleaning before moving to a new site is recommended, even if it is within the same property.

This guide has been developed for the construction, agriculture, forestry and other land management industries, to provide equipment operators and practitioners with tools and techniques to identify and prevent the unintentional introduction of invasive species. It establishes a standard for cleaning vehicles and equipment and provides a guide where current codes of practice, industry standards or other environmental management plans are not already in place.

Passenger and recreational vehicles include:

- 2WD and 4WD cars
- 2WD and 4WD trucks
- All Terrain Vehicles (ATV's)
- Motorbikes
- Snowmobiles

Heavy machinery includes:

- Trucks
- Tractors
- Mowers
- Slashers
- Trailers
- Backhoes
- Graders
- Dozers
- Excavators
- Skidders
- Loaders
- Water Tankers and Trucks



Dog-strangling Vine plants attached to ATV.
Photo by: Francine Macdonald



Plant material attached to bobcat.
Photo by: TH9 Outdoor Services

Impacts of Invasive Species on Industry

Construction

In the UK, Japanese Knotweed (*Polygonum cuspidatum* or *Fallopia japonica*) is classified as a hazardous material. When construction occurs in established Japanese Knotweed stands workers sift the soil to remove root fragments and institute treatment plans to ensure that the Knotweed does not re-sprout, as it can damage housing foundations by growing through concrete and asphalt. The contractors must also thoroughly clean their equipment, and dispose of the contaminated soil at biohazard waste sites. While we do not have these requirements in Ontario, Japanese Knotweed is present here.

Invasive plant species can also increase site preparation and weed control costs, and reduce property values. For example, in Vermont the presence of the aquatic invasive plant Eurasian Watermilfoil (*Myriophyllum spicatum*) depressed shoreline residence property value by as much as 16.4% (Zhang and Boyle, 2010).

Forestry/Agriculture

Invasive plant species which become established in forests will out-compete native species and prevent forest re-generation after logging or natural disturbance. Dog-strangling Vine (*Cynanchum rossicum*) is of particular concern in conifer plantations. This species thrives in the filtered light and open soils of mature plantations, and suppresses seedling establishment of native hardwoods. If its invasion continues, very few juvenile trees will survive to fill the shrinking canopy of over-mature pines. Reforestation sites are also susceptible; the thick mats of vegetation and aggressive competition from Dog-strangling Vine decrease available planting space and increase costs as more mature vegetation needs to be planted in order to ensure the new vegetation can outcompete the invasive plant. As a result, expensive control programs are often required.

Land Management (Trail Use/Maintenance)

Recreational trail use and the maintenance of trails can facilitate the transport of invasive plant material and seeds, and create open and disturbed sites that are prime locations for the establishment of invasive species. Studies have proven that trails act as corridors which assist in the spread of invasive plant species. Humans, their pets, and vehicles such as ATV's can be vectors of invasion along trails because seeds and plant pieces can be carried on equipment and clothing. In addition, frequent trampling along trails alters soil properties, limits the growth of some native species, and creates conditions that may favour the growth of non-native species (Kuss et al. 1985; Marion et al. 1985; Yorks et al. 1997).

Roadsides/Utilities

Invasive species can increase the cost of roadside and utility maintenance by requiring additional maintenance and control efforts. The presence of invasive species can also provide a safety hazard. In the case of Phragmites and Miscanthus (invasive grass species), along with interrupting sight lines, the dead stalks which remain standing each autumn also provide combustible material. Fires in these stands burn intensely, and can damage utilities and hydro lines. Phragmites along roadsides is generally assumed to be spread through the transport and burial of rhizome fragments through ditching, ploughing, and other human activities that transport rhizomes on machinery. Studies have shown that vehicles and road-fill operations can transport invasive plant seeds into uninfested areas, and road construction and maintenance operations provide optimal disturbed sites for seed germination and seedling establishment (Schmidt 1989; Lonsdale & Lane 1994; Greenberg et al. 1997; Trombulak & Frissell 2000).

Steps to Prevent the Unintentional Introduction of Invasive Species from Equipment

Inspection and cleaning of all machinery and equipment should be performed in accordance with the procedures, checklists and diagrams provided in this protocol.

When visiting more than one site, always schedule work in the sites that are the least disturbed and free of known invasive species first, and visit sites with known invasive species infestations last. This will greatly reduce the risk of transferring plants to new locations.

When to Inspect

Inspection should be done before:

- Moving vehicles out of a local area of operation
- Moving machinery between properties or sites within the same property where invasive species may be present in one area, and not in another
- Using machinery along roadsides, in ditches, and along watercourses
- Vehicles using unformed dirt roads, trails or off road conditions
- Using machinery to transport soil and quarry materials
- Visiting remote areas where access by vehicles is limited

Inspection should be done after:

- Operating in areas known to have terrestrial invasive plants or are in high risk areas (i.e. recently disturbed areas near known invaded areas)
- Transporting material (i.e. soil) that is known to contain, or has the potential to contain, invasive species
- Operating in an area or transporting material that you are uncertain contain invasive species
- In the event of rain. If mud contains seeds, they can travel indefinitely until it rains or the road surface is wet, allowing for long distance transport. This may result in transporting seeds to areas where those species did not previously exist

How to Inspect

- Inspect the vehicle thoroughly inside and out for where dirt, plant material and seeds may be lodged or adhering to interior and exterior surfaces.
- Remove any guards, covers or plates that are easy to remove.
- Attention should be paid to the underside of the vehicle, radiators, spare tires, foot wells and bumper bars.

If clods of dirt, seed or other plant material are found, removal should take place immediately, using the techniques outlined below.

When to Clean

Vehicles and heavy equipment that stay on formed and sealed roads have a low risk of spreading invasive species. Cleaning is only required when inspection identifies visible dirt clods and plant material or when moving from one area to another.

Depending on the invasive species present, vehicles may need to be cleaned even when deep snow is present. Phragmites, for example, can still be spread, even in packed snow because the seed heads are usually above the surface of the snow. Other plants, such as Dog-strangling vine, will be contained beneath deep snow.

**Regular inspection of vehicles and machinery will identify if any soil or plant material has been collected on or in vehicles and machinery.*

Where to Clean

Clean the vehicle/equipment in an area where contamination and seed spread is not possible (or limited). The site should be:

- Ideally, mud free, gravel covered or a hard surface. If this option is not available, choose a well maintained (i.e. regularly mowed) grassy area.
- Gently sloping to assist in draining water and material away from the vehicle or equipment. Care should be taken to ensure that localized erosion will not be created, and that water runs back into the area where contamination occurred.
- At least 30m away from any watercourse, water body and natural vegetation.
- Large enough to allow for adequate movement of larger vehicles and equipment.

**Safely locate the vehicle and equipment away from any hazards. If mechanized, ensure engine is off and the vehicle or equipment is immobilized.*

How to Clean Inside

Clean the interior of the vehicle by sweeping, vacuuming or using a compressed air device. Particular attention should be paid to the floor, foot wells, pedals, seats and under the seats.

How to Clean Outside

Knock off all large clods of dirt. Use a pry bar or other device if necessary.

Identify areas that may require cleaning with compressed air rather than water such as radiators and grills. Clean these areas first prior to using water.

Clean the vehicle with a high pressure hose in combination with a stiff brush and/or pry bar to further assist the removal of dirt clods.

Start cleaning from the top of the vehicle and work down to the bottom.

Emphasis should be placed on the undersides, wheels, wheel arches, guards, chassis, engine bays, radiator, grills and other attachments.

When the cleaning is finished avoid driving through the waste water when removing the vehicle or equipment from the cleaning site.

For equipment such as water trucks that may be exposed to aquatic invasive species, trucks should be disinfected with bleach solution before conducting work in a new area. For further information please refer to the Invading Species Awareness Program's Technical Guidelines listed under Contacts and Resources.



Hosing down a vehicle in Queensland Australia

Photo by: TH9 Outdoor Services

Final Inspection Checklist

Conduct a final inspection to ensure the following general clean standard has been achieved:

- No clods of dirt should be visible after wash down.
- Radiators, grills and the interiors of vehicles should be free of accumulations of seed, soil, mud and plant material parts including seeds, roots, flowers, fruit and or stems.

Diagrams have been provided to assist in quickly identifying key areas to inspect and clean on a variety of vehicles associated with the targeted industries. These can be used in combination with vehicle checklists to ensure all areas of the vehicles have been inspected and cleaned.

Equipment Required

- A pump and high pressure hose OR High pressure water unit
- Minimum water pressure for vehicle cleaning should be at least 90 pounds per square inch. Water can be supplied as high volume/low pressure or low volume/high pressure (NOAA Fisheries Service).
- Air compressor and blower OR Vacuum
- Shovel
- Pry bar
- Stiff brush or broom



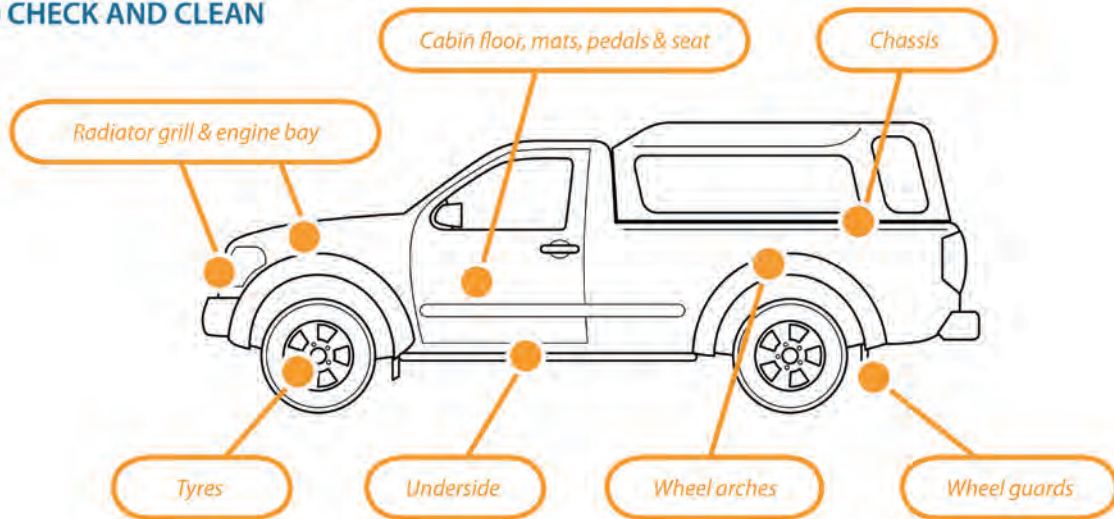
Cleaning station at construction site.

Photo by: Mark Heaton, OMNR

Inspection and Cleaning Diagrams and Checklists

2WD and 4WD Vehicles

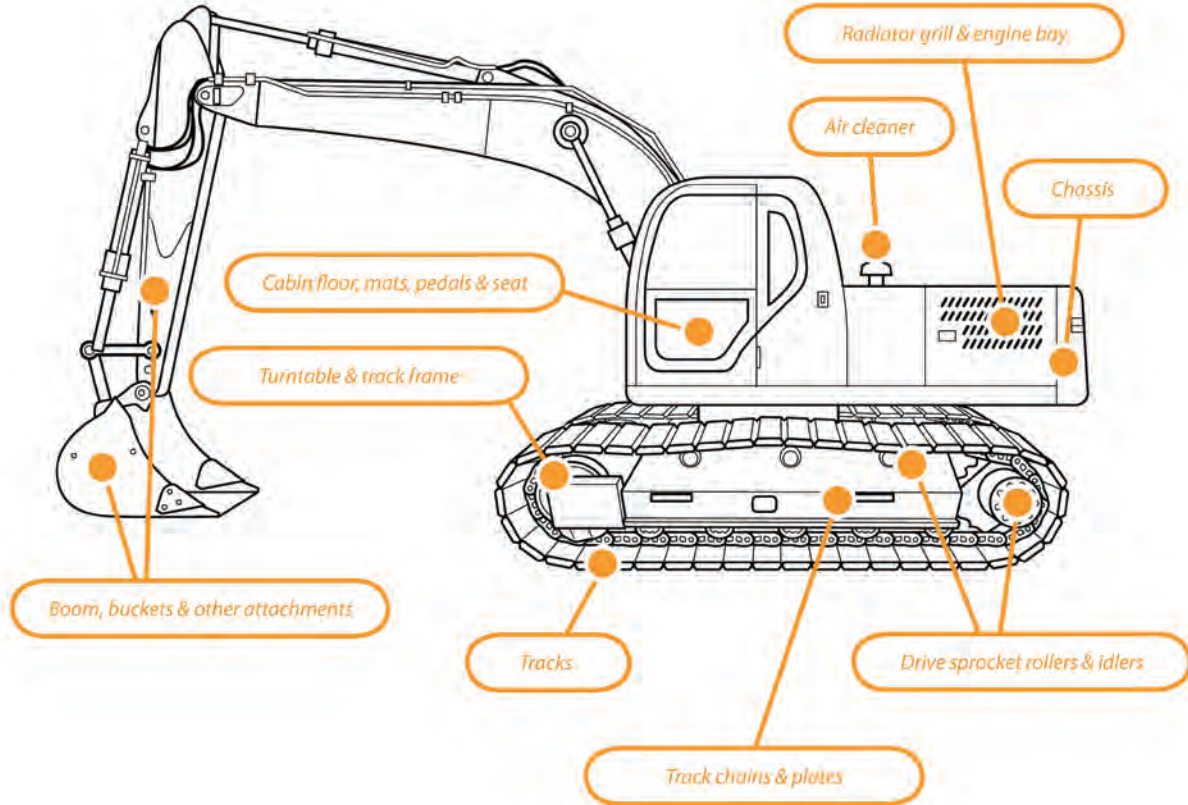
4WD VEHICLE WITH KEY SPOTS TO CHECK AND CLEAN



		✓
Cabin	Floor, mats, pedals, seats	
Engine	Radiators, engine bay, grill	
Body	Underside, chassis, crevices, ledges, bumper bars	
Wheels	All wheels (including spare), wheel arches, guards	
Tray	Floor, canopy (if included)	

Excavator

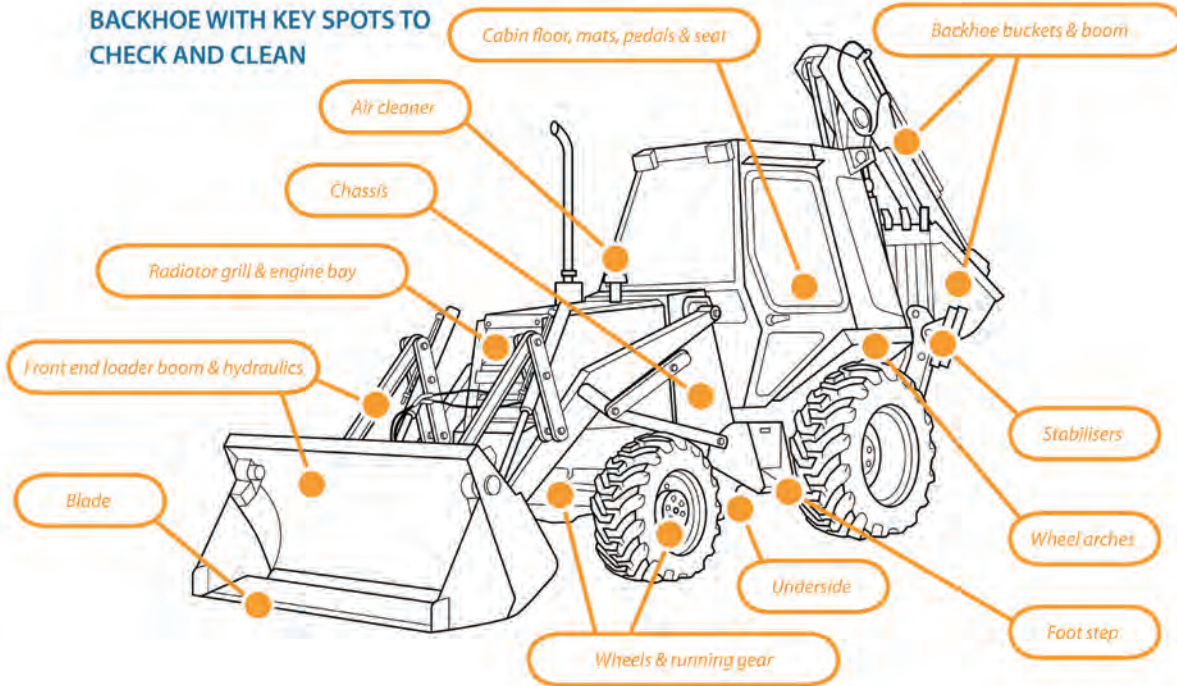
EXCAVATOR WITH KEY SPOTS TO CHECK AND CLEAN



		✓
Cabin	Floor, mats, pedals, seats	
Engine	Radiators, engine bay, grill, air cleaner	
Tracks	Tracks, track frame, drive sprocket rollers, idlers	
Body Plates	Plates of cabin	
Body	Ledges, channels	
Bucket		
Booms		
Turret Pivot		

Backhoe

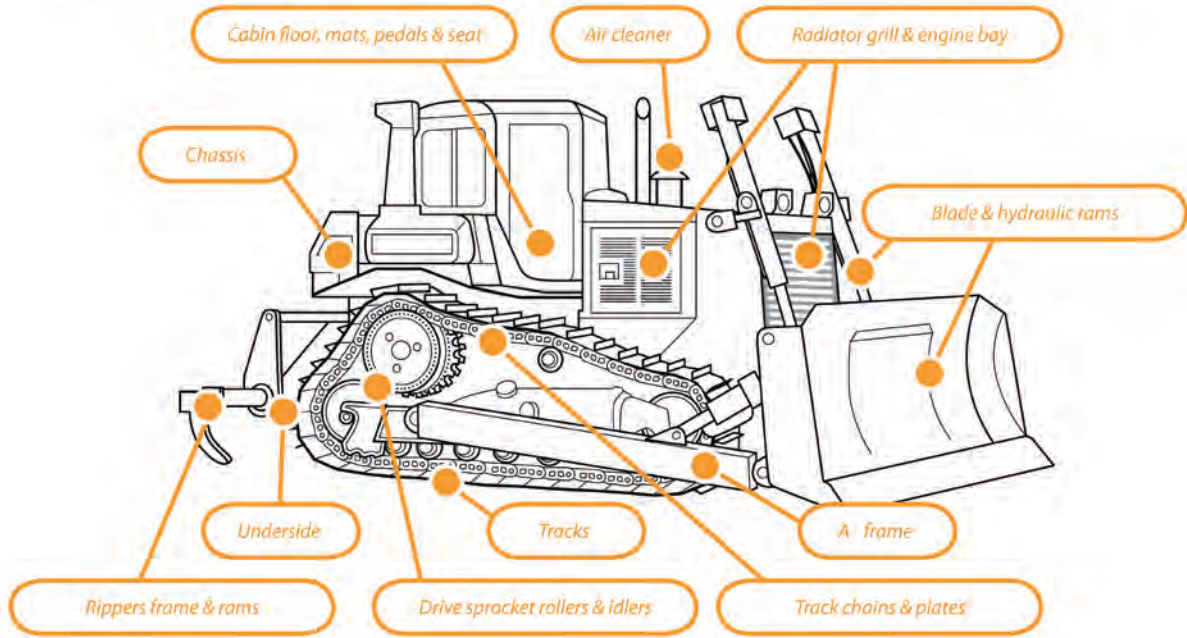
BACKHOE WITH KEY SPOTS TO CHECK AND CLEAN



		✓
Cabin	Floor, mats, pedals, seats, foot step	
Engine	Radiators, engine bay, grill, air cleaner	
Wheels	All wheels (including spare), wheel arches, guards	
Front end loader	Blade, hydraulics, booms	
Backhoe	Buckets, boom, hydraulics, stabilizers	

Bulldozer

BULLDOZER WITH KEY SPOTS TO CHECK AND CLEAN



		✓
Cabin	Floor, mats, pedals, seats	
Engine	Radiators, engine bay, grill, air cleaner	
Tracks	Tracks, track frame, drive sprocket rollers, idlers	
Body Plates	Belly plates and rear plates	
Body	Ledges, channels	
Blade	Pivot points, hydraulic rams, a-frame	
Ripper	Ripper frame, ripper points	

Contacts and Resources

Ontario Invasive Species Strategic Plan 2012. Government of Ontario. Online, accessed May 8, 2012.

http://www.mnr.gov.on.ca/stdprodconsume/groups/lr/@mnr/@biodiversity/documents/document/stdprod_097634.pdf

Invasive Species Management for Infrastructure Managers and the Construction Industry 2008. Wade, M. Booy, O. and White, V. Online, accessed April 27, 2012

http://www.ciria.org/service/Web_Site/AM/ContentManagerNet/ContentDisplay.aspx?Section=Web_Site&ContentID=9001

T.I.P.S (Targeted Invasive Plant Solutions) Highway Operations. British Columbia Invasive Species Council. Online, accessed May 8, 2012

http://www.bcinvvasiveplants.com/iscbc/publications/TIPS/Highways_Operations_TIPS.pdf

Invading Species Awareness Program Workshop Manual: Aquatic Invasive Species: An Introduction to Identification, Collection and Reporting of Aquatic Invasive Species in Ontario Waters (includes information on decontaminating equipment).

<http://www.invadingspecies.com/download/publications/manuals/WorkshopManual.pdf>

Reporting Invasive Species

To report invasive species, or view maps of existing records, visit the Invading Species Awareness Program website www.invadingspecies.com/report/ or www.eddmaps.org/Ontario.

Or call the OFAH/MNR Invading Species Awareness Program Hotline at **1-800-563-7711**

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Clean Equipment Protocol Working Group:

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More Information:

Ontario Invasive Plant Council: www.ontarioinvasiveplants.ca

Appendix A: Identification of Invasive Plants found in Ontario

- **Common Buckthorn** (*Rhamnus cathartica*) and **Glossy Buckthorn** (*Frangula alnus*)
- **Dog-strangling Vine** (*Cynanchum rossicum*)
- **Garlic Mustard** (*Alliaria petiolata*)
- **Japanese Knotweed** (*Polygonum cuspidatum*)
- **Phragmites or Common Reed** (*Phragmites australis subsp. australis*)
- **Giant Hogweed** (*Heracleum mantegazzianum*)

common & glossy buckthorn

(*Rhamnus cathartica* & *R. frangula*)



Plant type: Shrub/small tree

Arrangement: Common buckthorn are sub-opposite (almost opposite). Glossy buckthorn are alternate.

Leaf: The common buckthorn leaf is egg shaped, edge of the leaf is “pebbled” (small rounded teeth). Veins converging toward leaf top. The glossy buckthorn leaf is more slender (tear drop shaped) and smooth margined.

Bark: Smooth, young bark with prominent raised patches or lenticels; rough texture and peeling bark when mature.

Seed/Flowers: Flowers are green-yellowish, small and inconspicuous. Green berries becoming purplish/black in late summer, berry > 1 cm in diameter.

Buds/Twigs: Common buckthorn has thorn-like tip on many twigs. Glossy buckthorn buds have no bud scales and lack thorny tips to twigs.

Habitat: Various - forest, thickets, meadows, dry to moist soils.

Similar native species: Native dogwoods, which lack the thorny “tip”. Native dogwoods are truly opposite in arrangement of twigs; only alternate leaved (pagoda) dogwood has alternate branching.



dog-strangling vine

(*Cynanchum rossicum* & *C. nigrum*)



Plant type: Herb, twining vine

Arrangement: Opposite

Leaf: Lance shaped, smooth margin (edge)

Bark: n/a

Seed/Flowers: Bean shaped seed pod with seeds attached to downy 'umbrellas'. Flowers - pink (*C. rossicum*) or purple (*C. nigrum*) with five petals.

Buds/Twigs: n/a

Habitat: Dry to moist soils; more dominant in meadows and woodland edges.

Similar native species: Swamp milkweed (*Asclepias incarnata* spp.), is an upright plant, typically found in wetland habitats.

garlic mustard

(*Alliaria petiolata*)



Plant type: Herb

Arrangement: Alternate

Leaf: Saw tooth like edge, elongated heart shape. Garlic/onion smell when crushed. Leaves are kidney shaped with prominent veins.

Bark: n/a

Seed/Flowers: Cluster of small white flowers with four petals. Small black < 1 mm rounded seed found in elongated 'tube-like' seed pods (similar to a bean pod).

Buds/Twigs: n/a

Habitat: Various – dry to moist soils, in all habitat types, less often in meadows.

Similar native species: n/a

japanese knotweed

(*Polygonum cuspidatum*)



Plant type: Herb, 2 - 4 m in height.

Arrangement: Alternate

Leaf: Tear drop shaped, sharp pointed, dark green, flattened at base.

Bark: n/a

Seed/Flowers: Flowering stalk of many small greenish-white flowers.

Buds/Twigs: Large plant with a 'bamboo-like' stem. Stem light green maturing to tan colour.

Habitat: Moist to wet soils found in wetlands, water-courses and roadside ditches.

Similar native species: None.

common reed

(*Phragmites australis*)



Plant type: Grass

Arrangement: Alternate

Leaf: Broad leaf > 1 cm wide.

Bark: n/a

Seed/Flowers: Dense cascading 'broom-like' flower head. 'Cottony' in appearance when mature.

Buds/Twigs: Stems rough and ridged, ligule a densely hairy band. Mature plants > 3 m tall.

Habitat: Moist to wet soils. Found in wetlands, water-courses and road side ditches.

Similar native species: Species of mannagrass (*Glyceria* sp) including tall northern, eastern and rattlesnake grass. A native common reed exists but has a smooth stem and the ligule is not hairy. It is also quite rare.

giant hogweed

(*Heracleum mantegazzianum*)



Plant type: Herb. Mature plants can be over 3m tall.

Arrangement: Alternate

Leaf: Lobed leaf 1-2 m wide, lobes sharp-pointed.

Bark: n/a

Seed/Flowers: Small, white flowers in a large umbrella-shaped cluster, .75 m wide.

Buds/Twigs: Hairy stem with purple spots.

Habitat: Fresh to wet soils in forests, swamps, meadows, marshes.

Similar native species: Cow parsnip (*Heracleum maximum*) – has smaller flowers, no purple spots on stems. Angelica (*Angelica atropurpurea*) has a rounded-topped flower cluster and leaves divided into many leaflets.

Do not touch this plant because it is poisonous. If you do, wash your skin immediately in cool soapy water and do not expose the area to sunlight.

Seek professional advice before removing.

Identification of Invasive Plants found in Ontario Photos by:

Credit Valley Conservation, Greg Bales, Ken Towle, Patrick Hodge,
Ontario Federation of Anglers and Hunters, Francine Macdonald, Matt Smith

