

CORPORATION OF THE MUNICIPALITY OF CALVIN

AGENDA

AD HOC ROADS COMMITTEE – 2nd MEETING

February 23, 2016 @ approx. 8:00 p.m.

(Immediately following the Regular Meeting of Council)

Calvin Community Centre

1. **CALL TO ORDER**
2. **WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**
3. **PETITIONS AND DELEGATIONS**
4. **ACTION LETTERS**
 - A) Minutes of AD HOC Committee Adopt Minutes of January 26/16
4. **INFORMATION/REPORTS FROM MUNICIPAL OFFICERS**
 - A) Calvin Road Listing
 - B) Calvin Road Map
 - C) Current Road Agreements
 1. Agreement –to use Municipal road allowance (access via seasonal road)
 2. Agreement – for private winter maintenance (on seasonal municipal road)
 3. Agreement – to use unassumed road allowance to access property (shared boundary road allowance Calvin & Bonfield)
 4. Agreement – to access property and transport logs (over unassumed road allowance)
 5. Agreement – for ingress and egress to residential lots (via private road)
 - D) Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways
5. **OTHER INFORMATION AVAILABLE**
 - A) Assorted information to assist with DRAFTing of a new Road Maintenance By-law
6. **OLD AND NEW BUSINESS**
7. **CLOSED SESSION** If Required
8. **BUSINESS ARISING FROM CLOSED SESSION**
9. **NOTICE OF MOTION**
10. **ADJOURNMENT**

CORPORATION OF THE MUNICIPALITY OF CALVIN

AD HOC ROADS COMMITTEE

MINUTES OF THE INITIAL MEETING TUESDAY JANUARY 26, 2016

The FIRST meeting of the Ad Hoc Roads Committee was held this date at the Calvin Community Centre.

Present were: Coun Adams, Coun Edwards, Coun O'Connor, Chris Whalley & Lynda Kovacs.

Regrets: 0

Guests: 5

The meeting was called to order following the Regular Council meeting at 8:05 p.m. by Clerk-Treasurer Lynda Kovacs who welcomed all, explained the mandate of the Ad Hoc Roads Committee as per By-law No. 2016-001 and then asked the three (3) Members of the Committee to select a Chair and a Vice-chair.

2016-AH01 APPOINT CHAIR AND VICE-CHAIR FOR THE AD HOC ROADS COMMITTEE
Moved by Coun Edwards and seconded by Coun Adams that Councilor Adams be hereby appointed as Chair and Councillor O'Connor be hereby appointed as Vice-Chair of the AD HOC Roads Committee, to hold this appointment until the AD HOC Roads Committee is automatically dissolved at the completion of their assigned project as per By-law No. 2016-001

The Clerk-Treasurer turned the remainder of the meeting over to the Chair, Coun Adams.

PECUNIARY/CONFLICT OF INTEREST None Declared

PETITIONS AND DELEGATIONS None Received

The discussion then turned to the first order of business as per the direction of By-law No. 2016-001 which is to DRAFT a "Road Maintenance" By-law which clearly sets out the definition of a Year Round Maintained Road, Seasonal (Summer) Road, Private Road and Unmaintained Road; and clearly lists the road names, current level of service, the patrolling and the maintenance period annually of all roads within the jurisdiction of the Municipality and also to clearly identify signage where required for certain types of roads.

Staff was asked to bring forward, to the next meeting, the following;

- list of all Calvin roads
- map (schedule A3 of the East Nipissing Planning Area – Official Plan CALVIN)
- copy of any current Road Agreements in place within the Municipality
- samples of definitions and similar Roads By-laws of other municipalities if available
- Coun O'Connor to look for Blue Sky mapping if available

One of the guests then asked how one would speak to the Committee regarding an issue (specifically Stewart's Rd.). It was explained that a person wishing to address the Committee would need to send their request to the Clerk-Treasurer prior to the date of the meeting, as per the Municipality's Procedural By-law, in order to be included on the meeting Agenda. However, should the Chair be asked during a meeting, he may agree to allow an individual to speak on a specific issue without prior request.

2016- AH002 SCHEDULE NEXT MEETING AND ADJOURNMENT

Moved by Coun O'Connor and seconded by Coun Edwards that the next meeting of the AD HOC Roads Committee be scheduled for Tuesday February 23, 2016 following the regular meeting of Council in the Calvin Community Centre and that this meeting of the AD HOC Roads Committee now be adjourned at 8:27 p.m.

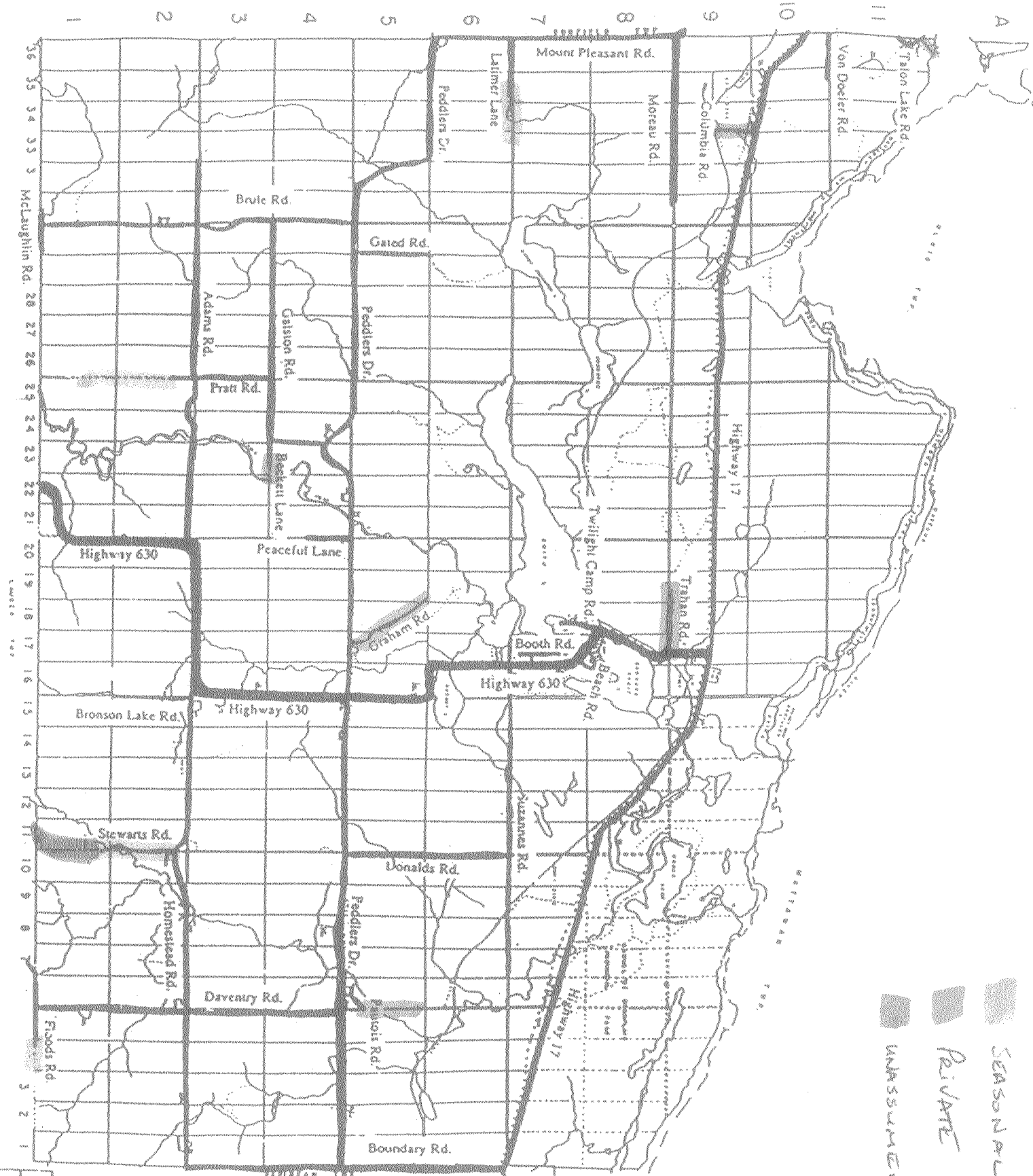
Carried

Chair or Vice-Chair

Clerk

KILOMETRE OF ROADS IN CALVIN TOWNSHIP

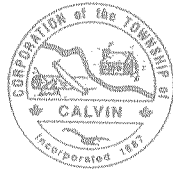
YEARLY MAINTAINED	KM	SEASONALLY MAINTAINED	KM
BOUNDARY North (PAVED SURFACE)	1.9	STEWARTS ROAD	0.9
PEDDLERS DRIVE (PAVED SURFACE)	9.8	PRATT ROAD	1.6
PAUTOIS DRIVE	0.3	LATIMER LANE	0.7
DONALDS ROAD	2	FLOODS ROAD	0.9
SUZANNES ROAD	4.3		
DAVENTERY ROAD	3.9	TOTAL SEASONALLY	4.1
FLOODS ROAD	0.2		
HOMESTEAD ROAD	6.2	Maintained Bonfield	KM
BRONSON LAKE ROAD	1.9	Talon Lake Road	0.4
BOOTH ROAD	0.6	Von Doeler Road	0.6
BEACH ROAD	0.1	Boundary Rd. South	2.1
TWILIGHT CAMP ROAD	0.2		
PEDDLERS DRIVE (GRAVEL SURFACE)	5.9		
MOUNT PLEASANT	3.1	TOTAL KILOMETRE OF ROADS IN	
LATIMER LANE	0.5	CALVIN TOWNSHIP	66.5
MOREAU ROAD	2.3		
GATED ROAD	0.9		
GALSTON ROAD	3.3		
PEACEFULL LAND	0.4		
BECKETT LAND	1		
PRATT ROAD	1.1		
ADAMS ROAD	5		
BRULE ROAD	4		
MCLAUGHLIN ROAD.	0.4		
TOTAL YEARLY MAINTAINED	59.3		



- SEASONAL
- PRIVATE
- UNASSUMED

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 07-27-2011 BY 60322 UCBAW/SJS
 100% OF ESTIMATE

Corporation of the Township of Calvin



①
COPY

TELEPHONE (705) 744-2700

RMD 316
R.R. # 2, MATTAWA, ONTARIO
POH 1V0

BEAR-L

176-7773

June 17, 1993

██████████
General Delivery
Rutherglen, Ontario
POH 2E0

Dear Sir:

Re: Road Allowance Between Lots 10 & 11
Concession 1 & 2

Attached is a photocopy of a map on which we have marked Areas "A", "B" and "C". I will make reference to this map for the purpose of this letter.

1. The Township has no objection to you making use of the Township Road allowance between Lots 10 & 11 in Con. 1, provided that any work you do is at your own expense and it is your responsibility to make sure that you are within that part of the road allowance of the Original Survey.

You will notice on the map that the road deviates from Lot 10 into Lot 11. The municipality has no jurisdiction over these deviation areas.

2. Prior to you doing any work on the Township road allowance, there must be posted at "A" the following sign, which is to be to municipal standards:

" Road not assumed by Township
Use at own risk"

By the posting of a sign at "A" the municipality is not approving of the use of the road between areas "A" and "B" for public purposes.

3. The area of road from "C" to "A" is maintained in summer only. The Municipality will be posting at area "C" a sign to the following effect:

"Road maintained in summer only.
No winter maintenance from Nov. 1 to May 15."

continued.....Page 2

4. Item No. 5 of our letter of April 16th, 1991 is therefore not correct.

If this arrangement meets with your approval, would you please sign an additional copy of this letter which is attached and return it to us.

Yours truly

Kathleen Moore
Clerk
Township of Calvin

Confirmation

The undersigned, [REDACTED], hereby confirms and agrees to the above understanding.

Kathleen Moore

[REDACTED]
[Signature]

ROAD MAINTENANCE AGREEMENT

COPY

THIS AGREEMENT MADE THIS 24th DAY OF NOVEMBER, 1998.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CALVIN

(hereinafter called the "Township")
OF THE FIRST PART

- and -

[REDACTED] AND [REDACTED]

(hereinafter called [REDACTED])
OF THE SECOND PART

WHEREAS [REDACTED] has applied to the Township for permission to maintain certain sections of the Road Allowance between Concessions 6 and 7, Township of Calvin, District of Nipissing as shown outlined in red on Schedule "A" attached hereto (the "Allowance") as a private entrance for pedestrians and motor vehicles to Lot 1, Plan M-525, in the Township during the period from November 1st in one year to April 30th of the following year (the "winter months").

AND WHEREAS the Township has agreed to permit the Allowance to be so maintained by [REDACTED] on the understanding that [REDACTED] will assume all responsibility for such maintenance and for any liability arising out of its use.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Description of Allowance

The section of Allowance to which this Agreement applies is described in Schedule "A" hereto.

2. Erection of Warning Sign

[REDACTED] shall erect a sign at the intersection of the Allowance and any public road to which it connects which reads as follows:

"THIS ROAD IS PRIVATELY MAINTAINED IN THE WINTER. USE AT YOUR OWN RISK."

The sign shall be approved by the Township before it is erected and shall be maintained in good condition by [REDACTED]

3. Condition of Allowance

[REDACTED] shall maintain the Allowance in a condition that is safe and is reasonably consistent with the volume and type of traffic using it during the winter months.

[REDACTED] acknowledges and agrees that the Township has no responsibility or liability whatsoever for maintaining the Allowance during the winter months.

4. Liability of [REDACTED]

(a) Indemnification - [REDACTED] covenants and agrees to indemnify the Township from all claims, costs and causes of action of any nature or kind whatsoever arising out of [REDACTED] maintenance or use of the Allowance or in consequence of this Agreement.

(b) Insurance Coverage - Prior to the commencement of the work which is authorized by this Agreement, [REDACTED] shall deposit with the Township a certified copy of a policy of insurance with an insurance company and in a form which is satisfactory to the Township insuring for the joint benefit of [REDACTED] and the Township against any liability

that may arise out of the maintenance or use of the Allowance or that may accrue to the Township in consequence of this Agreement. The policy shall:

- i) be kept in force during the periods of time for which Penner is responsible for the maintenance of the Allowance ;
- ii) provide coverage of at least \$2,000,000.00 or such other amount as the Township in its discretion may require from time to time;
- iii) name the Township as an insured party;
- iv) contain a cross-liability clause; and
- v) contain an endorsement which requires the insurer to notify the Township at least 15 days prior to the cancellation or termination of the policy for any reason.

(c) Insurance Premiums - [redacted] shall, as required from time to time by the Township, provide proof that premiums on the insurance policy have been paid as they fall due, and that the insurance policy is in full force and effect.

(d) Claims in Excess of Coverage - The issuance of the insurance policy required by this Agreement shall not be construed to relieve [redacted] in any way from its responsibility for any claims for which it is liable or against which it has indemnified the Township that may exceed the amount of the insurance coverage.

5. Termination of Agreement

(a) Permission May be Withdrawn - The Township may at any time withdraw the permission to maintain the Allowance if [redacted] is in breach of any of the terms of this Agreement or if the Township, in its sole discretion, determines that it is in the best interests of the public to do so.

6. Non-Assignment

[redacted] may not assign its rights and obligations under this Agreement without the express prior written consent of the Township.

7. General

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

DATED this 24th day of NOVEMBER, 1998.

THE CORPORATION OF THE TOWNSHIP OF CALVIN

Per: David Carmichael
David Carmichael, Reeve

Per: Kathleen Moore
Kathleen Moore, Clerk

DATED this 24th day of NOVEMBER, 1998.

[redacted signature area]

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE ROAD AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF CALVIN AND [REDACTED] AND [REDACTED]

All that portion of the road allowance lying between Concessions 6 and 7 which abuts on the easterly side of Lot 1, Plan M-525 in the Township of Calvin, District of Nipissing.

COPY

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW 2005-22

BEING A BY-LAW TO
ENTER INTO AN AGREEMENT WITH
[REDACTED] AND [REDACTED]
TO USE A PORTION OF AN UNOPENED ROAD ALLOWANCE

WHEREAS [REDACTED] and [REDACTED] have applied to the Council of the Corporation of the Township of Bonfield to use a portion of the unopened road allowance between Concessions 10 and 11 on Lot 35 and across the unopened road allowance between the Township of Bonfield and the Municipality of Calvin;

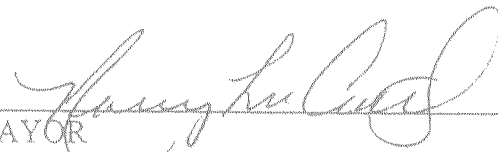
AND WHEREAS the Council of the Corporation of the Township of Bonfield wishes to permit the use of that portion of unopened road allowances for the purpose of access to [REDACTED] and [REDACTED] property in the Municipality of Calvin;

BE IT ENACTED AS A BY-LAW OF the Council of the Corporation of the Township of Bonfield AS FOLLOWS:

1. THAT the Mayor and Clerk be authorized to execute, on behalf of the Corporation, the Agreement attached hereto and marked as Schedules "A" and "B", being an agreement by this Corporation, the Corporation of the Municipality of Calvin [REDACTED] and [REDACTED] relating to the use of an unopened road allowance.
2. THAT the Agreement between the Corporation of the Township of Bonfield, the Corporation of the Municipality of Calvin [REDACTED] and [REDACTED] attached hereto and marked as Schedules "A" and "B" be and are hereby accepted and form part of this By-Law.

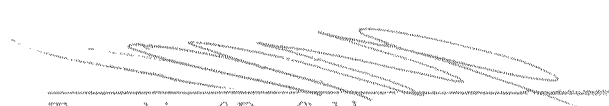
READ A FIRST AND SECOND TIME THIS 14TH DAY OF JUNE, 2005

READ A THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF JUNE, 2005.


MAYOR


CLERK

Certified to be a true copy



Township of Bonfield,
Administrator/Clerk-Treasurer

JUNE 29, 2005

COPY

BY-LAW NO 2005-22

SCHEDULE "A"

AGREEMENT

This Agreement made in triplicate this 29 day of June, 2005

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF BONFIELD
(Hereinafter referred to as "Bonfield")

AND

THE CORPORATION OF THE MUNICIPALITY OF CALVIN
(Hereinafter referred to as "Calvin")

AND

[REDACTED] AND [REDACTED]
(Hereinafter collectively referred to as "[REDACTED"])

WHEREAS the Party of the First Part is the owner of the unopened Road Allowance Between Concessions 10 and 11 which runs between Lots 35 Concessions 10 and 11 in the Township of Bonfield;

AND WHEREAS the Party of the First Part is Joint owner of the unopened Road Allowance between the Townships of Bonfield and Calvin;

AND WHEREAS the Parties of the Second Part are the registered owners of those lands and premises described as Part of Block A, Concession 11, Part 2 on Registered Plan 36R-10224, being Parcel 28727 in the Register for Nipissing, in the Township of Calvin in the District of Nipissing;

AND WHEREAS the Part of the Second Part has made Application to the Council of the Corporation of the Township of Bonfield to construct a driveway on the unopened Road Allowance Between Concessions 10 and 11 which runs between Lots 35 Concessions 10 and 11 and across the unopened road allowance between the Townships of Bonfield and Calvin, annexed as Schedule "B";

The Parties hereto in consideration of the mutual covenants and conditions contained herein agree with one another as follows:

1. Bonfield agrees that [REDACTED] may use the unopened road allowance between Concessions 10 and 11 which runs between Lot 35 Concessions 10 and 11, as set out in Schedule "B", for vehicle access purposes upon the conditions following;
2. Bonfield and Calvin agree that [REDACTED] may use the boundary road between the Township's of Bonfield and Calvin for vehicle access purposes, being the area set out in Schedule "B" to this agreement upon the conditions following;

Survey

3. [REDACTED] agrees to, at their own expense, provide and file with Bonfield and Calvin, a survey of the Road Allowances to ensure that the proposed use will not encroach on adjacent lands;

BY-LAW NO. 2005-22

Indemnification

4. [REDACTED] agrees to indemnify and save harmless, Bonfield and Calvin, from all claims, demands, loss, costs, charges and expenses arising from the use of the road allowance shown in Schedule "B" for vehicular purposes;

Work Permitted

5. [REDACTED] agrees to cut only those trees necessary to provide vehicular access for the driveway and lay a gravel base with an "A" gravel topping, all at their own expense;

Cost Estimate

6. [REDACTED] agrees to provide Bonfield and Calvin with a cost estimate prior to the work taking place;

Security

7. [REDACTED] agrees to submit to Bonfield, cash for a minimum of 15% of the value of the work to be done;

Liability Insurance

8. [REDACTED] agrees to carry Liability Insurance to cover those using the driveway and Bonfield and Calvin shall be added as an insured and a copy shall be provided to each; *VOTA*

Insurance – No Cancellation

9. [REDACTED] agrees to provide an undertaking from the issuing agent that the insurance will not be cancelled or allowed to lapse without 30 days prior notice to Bonfield and Calvin; *VOTA*

Site Inspection

10. [REDACTED] agrees to notify Bonfield and Calvin upon completion of the work so that Municipal staff can conduct a site inspection to ensure that Council's direction has been complied with;

Signage

11. Bonfield will post legible signs at the entrance which shall read as follows;
"ROAD NOT ASSUMED BY BONFIELD OR CALVIN, USE AT OWN RISK"
The expense of this sign will be for the account of [REDACTED];

Non-Transferable Without Consent

12. This Agreement shall not be transferred without the consent of Bonfield and Calvin;

Notification – Non-Transferable

13. [REDACTED] agrees to notify any perspective Transferee of the property that this agreement is non-transferable;

BY-LAW NO. 2005-22

Maintenance

14. [REDACTED] agrees to maintain the driveway in good repair;

Fire Protection

15. [REDACTED] hereby confirms that Bonfield and Calvin will not be providing fire protection and other services of the community.

Breach of Conditions

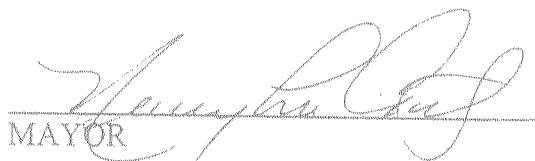
16. The Parties hereto agree that any breach of conditions on the part of Brisebois shall, on ten (10) days notice, entitle Bonfield and Calvin to terminate this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seal this day of 2005, as attested to by their proper signing officers.

WITNESS

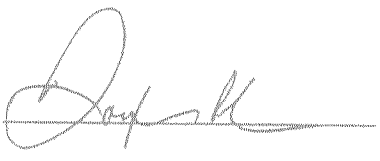
THE CORPORATION OF THE
TOWNSHIP OF BONFIELD
PER:

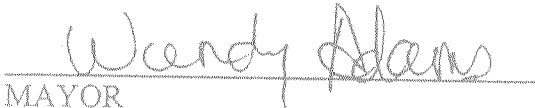



MAYOR



CLERK

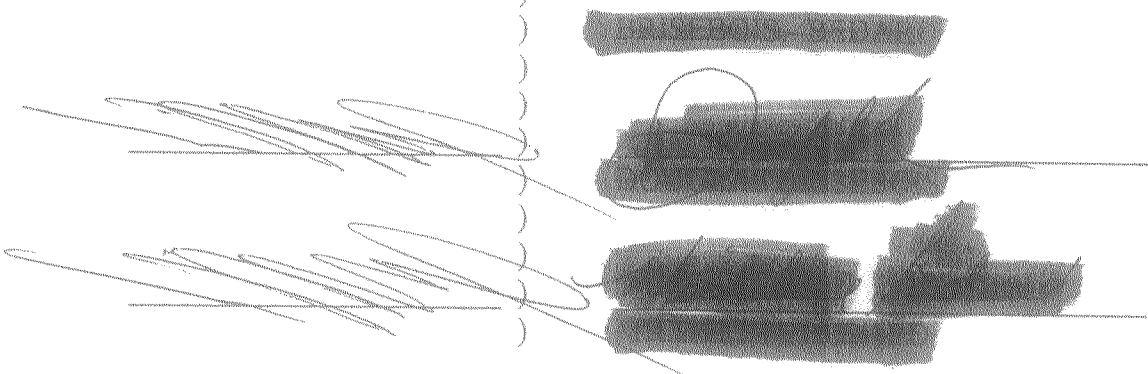
THE CORPORATION OF THE
MUNICIPALITY OF CALVIN
PER:




MAYOR




CLERK



COPY

THE CORPORATION
OF THE
TOWNSHIP OF BONFIELD

BY-LAW NO. 2005-22

SCHEDULE "B"

MAYOR *Nancy L. Cuff*

CLERK

LAKE TALON

PART OF BLOCK A
CONCESSION II

PART 2
PLAN 36R-10224
PARCEL 28727 NIP
TOWNSHIP OF CALVIN

BROKEN LOT 36, CONCESSION
TOWNSHIP OF CALVIN

XI

ROAD ALLOWANCE

555.32'
N 20° 51' W

N 20° 51' W

515.98'
1071.30'

PD. CROWN LANDS SIA
(W.F.)
WITH DRAINAGE CAP

TOWNSHIP OF BONFIELD

2
36R-3620

LOT 35

CONCESSION XI

N 23° 53' 50" W 249.31'
Pt. B.L.S.

36R-4706

N 23° 53' 50" W 234.85'

332.55'

P.O.L.S.D.
(36R-4706)

N 61° 34' 40" E 276.29'

N 69° 34' 40" E 388.00'

N 63° 34' 40" E 21.75'

P.O.L.S.D.
(36R-4706)

P.O.L.S.D.
(36R-4706)

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(36R-4706)

PART 2
36R-3620



PORTION OF UN-OPENED
ROAD ALLOWANCE TO BE
USED AS A DRIVEWAY
TO ACCESS PART OF BLOCK A
CONCESSION II, TOWNSHIP OF CALVIN
BEING PART 2, ON PLAN 36R-10224
PARCEL 28727 NIP.

ROAD ALLOWANCE BETWEEN CONCESSIONS 10 AND 11

CONCESSION 10

PART 3, PLAN 36R-3620

PART 1
PLAN 36R-3620

AGREEMENT

COPY

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN
having its principal offices at RR#2 Mattawa, Ontario P0H 1V0

of the First Part
(hereinafter called the "Municipality")

AND

[REDACTED]
of RR#2, Township of Calvin, District of Nipissing

of the Second Part
(hereinafter referred to as "[REDACTED])

WHEREAS:

1. the Municipality is the owner of an unopened road allowance between Concession 4 and Concession 5 in the area of Lots 32 and 33;
2. the said road allowance across the top of Lots 30, 31 and part of 32 is known as Peddlers Drive;
3. [REDACTED] is the registered owner of Lot 33, Concession 4, situate on the southern limit of the unopened unmaintained road allowance between Concessions 4 and 5;
4. the Municipality is prepared to grant [REDACTED] permission to use the unopened unmaintained road allowance between Concessions 4 and 5 adjacent to Lots 32 and the easterly 33 metres of the said Concession along the northerly limit of Lot 33, Concession 4 for the purpose of accessing his property;
5. by By-Law No. 2000-03 no person shall obstruct or encumber any highway in the Municipality of Calvin, without the permission of Council, by depositing on the said highway firewood, machinery or any other thing calculated to obstruct the road allowance;
6. any person in default of said By-Law is subject to a fine not exceeding Five Hundred Dollars (\$500.00).

NOW THEREFORE THE PARTIES HERETO IN CONSIDERATION OF MUTUAL AGREEMENTS HEREIN CONTAINED COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. Grant to use road
The Municipality grants to [REDACTED] the right to transport logs over the unopened unmaintained road allowance between Concessions 4 and 5 along the northerly limit of Lots 32, and the easterly 33 metres of Lot 33, concession 4, hereinafter called the "subject road",
2. Ingress and Egress only
The right to use the subject road is solely for the purpose of gaining ingress and egress by [REDACTED] to his lands, and for transporting logs to a municipally maintained road;

3. No Encumbrance

The subject road is not to be encumbered with a fence, logs taken from the property of [REDACTED] or elsewhere, and no logs are to be stored on the road allowance;

4. Default

In the event that [REDACTED] defaults under this Agreement, he shall be declared to be in default of By-law No. 2000-03, and subject to a fine not exceeding Five hundred dollars (\$500.00)

5. Posting of Signs

[REDACTED] shall post signs reading "Road not assumed by municipality, use at your own risk" at the point where Peddlers Drive leaves concession 4/5

6. Liability

The Municipality and [REDACTED] understand and agree that this is an unmaintained unopened road allowance, and the municipality is not liable for any claims, demands or causes of actions for damages by persons using such unmaintained unopened road allowance.

Signed by [REDACTED] at the Municipality of Calvin, this the 22nd day of July, 2003.

[REDACTED SIGNATURE]

Executed by the Corporation of the Municipality of Calvin, this the 22 Day of July, 2003.

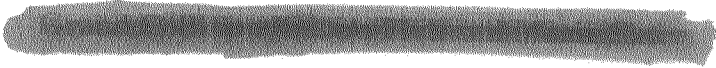
THE CORPORATION OF THE
MUNICIPALITY OF CALVIN


David Carmichael, Reeve


Lynda Kovacs, Clerk/Treasurer

This Agreement made in duplicate, this 2th day of June, 2014

Between



COPY

(hereinafter) called the "Owner"

OF THE FIRST PART

And

The Corporation of the Municipality of Calvin

(hereinafter) called "the Municipality"

OF THE SECOND PART

WHEREAS the owner is the registered owner of RP NR668 PART 3 Parcel 18696 Concession 11 Part of Lot 36, in the Municipality of Calvin, in the District of Nipissing;

AND WHEREAS the Owner's Land has frontage on an open, maintained public road (Talon Lake Road), and the Owner has severed and created three new residential lots which do not have frontage on an open maintained road and therefore all three newly created residential lots will require access to a public road through a private road;

AND WHEREAS Section 3.5.2 of the East Nipissing Official Plan states "All owners of properties that will be accessed by a private road, or an access road over Crown Land, or an extension to an existing private road, shall enter into an agreement with the Municipality pursuant to the authority under subsections 51(25) and 51(26) of the Planning Act, to be registered on title of any or all affected properties, that indemnifies the Municipality of all responsibility for any maintenance of the said private road(s) and all liability for any use of the private road(s) or the inability to provide fire protection or other municipal services. Planning Board will advise an applicant and property owners that other emergency service providers may not or cannot provide emergency services on private roads."

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual covenant, agreements, conditions and provisions herein contained, the parties hereby covenant and agree with the other as follows:

1. The Municipality shall not provide any maintenance or repair of any kind whatsoever for the Owner's private road
2. The Municipality shall not provide snowplowing, sanding or winter control services for the Owner's private road
3. The Municipality shall not provide any curbs or sidewalks for the Owner's private road
4. The Municipality shall not provide any sewer, water or drainage services for the Owner's private road
5. The Municipality shall not provide any street lighting for the Owner's private road
6. The Municipality shall not provide any recycling or garbage pick-up for the Owner's private road
7. The Municipality shall not make any provision for school bus services beyond the limits of the public road
8. The Municipality shall not be obligated at any time to assume the Owner's private road as a municipally maintained road
9. The Owner shall indemnify and save harmless the Municipality against and from all claims, actions or causes of action, suits or demands of any manner whatsoever arising out of the use of the Owner's private road by the Owner, the Owner's servants or agents, invitees and others using the Owner's private road
10. The Municipality shall not be responsible in any way whatsoever for the condition of the Owner's private road or if it is passable for motor vehicles, and the

Municipality shall have no responsibility, obligation or liability whatsoever if fire protection, police, ambulance or other emergency vehicles are unable to gain access to the Owner's land

11. The Owner shall erect a sign at the entrance to the private road indicating that it is a private road and not maintained by the Municipality

12. Upon execution and registration of this agreement against the title to the Owner's Land, the Municipality shall forthwith issue a building permit for construction of a residential development on the Owner's Land. This agreement shall be applicable to all parcels created and accessing the private road.

13. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals on the date first set out above.

SIGNED, SEALED & DELIVERED

In the presence of

Witness

Owner

Witness

Owner

Date

For the Municipality

Witness

Mayor

Witness

Clerk-Treasurer

Date

Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02

MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From January 25, 2013 to the e-Laws currency date.

Last amendment: O. Reg. 47/13.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,
- “cm” means centimetres;
- “day” means a 24-hour period;
- “ice” means all kinds of ice, however formed;
- “motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;
- “non-paved surface” means a surface that is not a paved surface;
- “Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;
- “paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;
- “roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;
- “shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;
- “snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:
1. Newly-fallen snow.
 2. Wind-blown snow.
 3. Slush;
- “substantial probability” means a significant likelihood considerably in excess of 51 per cent;
- “surface” means the top of a roadway or shoulder;
- “weather” means air temperature, wind and precipitation. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1.
- (2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average annual daily traffic on it. O. Reg. 239/02, s. 1 (2).
- (3) For the purposes of subsection (2) and the Table to this section, the average annual daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,
- (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
 - (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2).
- (4) For the purposes of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 23/10, s. 1 (3).

TABLE
CLASSIFICATION OF HIGHWAYS

Average Annual Daily Traffic	Posted or Statutory Speed Limit (kilometres per hour)
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(number of motor vehicles)	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
15,000 or more	1	1	1	2	2	2	2
12,000 - 14,999	1	1	1	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	3	3
5,000 - 5,999	1	2	2	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	4	4
1,000 - 1,999	1	3	3	3	4	4	5
500 - 999	1	3	4	4	4	4	5
200 - 499	1	3	4	4	5	5	5
50 - 199	1	3	4	5	5	5	5
0 - 49	1	3	6	6	6	6	6

O. Reg. 613/06, s. 1.

Application

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

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

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

MINIMUM STANDARDS

Patrolling

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

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the minimum standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2.

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

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

**TABLE
PATROLLING FREQUENCY**

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

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

Weather monitoring

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

(2) From May 1 to September 30, the minimum 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.

Snow accumulation

4. (1) The minimum standard for addressing snow accumulation is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4.

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4.

(4) The depth of snow accumulation on a roadway may be determined by,

- (a) performing an actual measurement;
- (b) monitoring the weather; or
- (c) performing a visual estimate. O. Reg. 47/13, s. 4.

(5) For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,

- (a) plowing the roadway;
- (b) salting the roadway;
- (c) applying abrasive materials to the roadway; or
- (d) any combination of the methods described in clauses (a), (b) and (c). O. Reg. 47/13, s. 4.

(6) This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.

TABLE
SNOW ACCUMULATION

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

O. Reg. 47/13, s. 4.

Ice formation on roadways and icy roadways

5. (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.

(2) If the municipality meets the minimum standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,

- (a) the time that the municipality becomes aware of the fact that the roadway is icy; or
- (b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.

(3) The minimum standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires. O. Reg. 47/13, s. 5.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.

TABLE
ICE FORMATION PREVENTION AND ICY ROADWAYS

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

O. Reg. 47/13, s. 5.

Potholes

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

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

TABLE 1
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

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

TABLE 2
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

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

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

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

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

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

Shoulder drop-offs

7. (1) If a shoulder drop-off is deeper, for a continuous distance of 20 metres or more, than the depth set out in the Table to this section, the minimum standard is to repair the shoulder drop-off within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 7 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 7 (2); O. Reg. 47/13, s. 7.

(3) In this section,

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

TABLE
SHOULDER DROP-OFFS

Class of Highway	Depth	Time
1	8 cm	4 days
2	8 cm	4 days
3	8 cm	7 days
4	8 cm	14 days
5	8 cm	30 days

O. Reg. 239/02, s. 7, Table.

Cracks

8. (1) If a crack on the paved surface of a roadway is greater, for a continuous distance of three metres or more, than both the width and depth set out in the Table to this section, the minimum standard is to repair the crack within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 8 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 8 (2); O. Reg. 47/13, s. 8.

TABLE
CRACKS

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

O. Reg. 239/02, s. 8, Table.

Debris

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

(2) In this section,

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

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

Luminaires

10. (0.1) The minimum 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. 23/10, s. 6; O. Reg. 47/13, s. 10 (1).

(1) For conventional illumination, if three or more consecutive luminaires on a highway are not functioning, the minimum standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 239/02, s. 10 (1).

(2) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the minimum standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 239/02, s. 10 (2).

(3) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles are not functioning, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 239/02, s. 10 (3).

(4) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the minimum standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 239/02, s. 10 (4).

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

- (a) for the purpose of subsection (1), if the number of non-functioning consecutive luminaires does not exceed two;
- (b) for the purpose of subsection (2), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (3), if one or more of the luminaires on consecutive poles are functioning;
- (d) for the purpose of subsection (4), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 239/02, s. 10 (5); O. Reg. 47/13, s. 10 (2).

(6) Subsections (1), (2) and (3) only apply to,

- (a) Class 1 and Class 2 highways; and
- (b) Class 3, Class 4 and Class 5 highways with a posted speed of 80 kilometres per hour or more. O. Reg. 239/02, s. 10 (6).

(7) In this section,

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

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

“luminaire” means a complete lighting unit consisting of,

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

TABLE
LUMINAIRES

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

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

Signs

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

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

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

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

- 1. Checkerboard.
- 2. Curve sign with advisory speed tab.
- 3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.

- 3.3 Low Bridge Ahead.
- 4. One Way.
- 5. School Zone Speed Limit.
- 6. Stop.
- 7. Stop Ahead.
- 8. Stop Ahead, New.
- 9. Traffic Signal Ahead, New.
- 10. Two-Way Traffic Ahead.
- 11. Wrong Way.
- 12. Yield.
- 13. Yield Ahead.
- 14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

Regulatory or warning signs

12. (1) The minimum 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).

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

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

(3) In this section,

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

TABLE
REGULATORY AND WARNING SIGNS

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

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

Traffic control signal systems

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

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

- 1. One or more displays show conflicting signal indications.
- 2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
- 3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
- 4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
- 5. There is a power failure in the traffic control signal system.
- 6. The traffic control signal system cabinet has been displaced from its proper position.

7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

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

(4) In this section and section 14,

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

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

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

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

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

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

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

Traffic control signal system sub-systems

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

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

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

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

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

(3) In this section,

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

Bridge deck spalls

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

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

(3) In this section,

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

TABLE
BRIDGE DECK SPALLS

Class of	Surface Area	Depth	Time
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Highway			
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
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

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

Roadway surface discontinuities

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

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

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

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

(3) In this section,

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

TABLE
SURFACE DISCONTINUITIES

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

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

Sidewalk surface discontinuities

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

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

(2) If a surface discontinuity on a sidewalk exceeds two centimetres, the minimum standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (3).

(2.1) A surface discontinuity on a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 47/13, s. 16 (4).

(3) For the purpose of subsection (2), treating a surface discontinuity on 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. 23/10, s. 10.

(4) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the surface of the sidewalk. O. Reg. 23/10, s. 10.

REVIEW OF REGULATION

Review

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

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

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

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