

**MISSISSAUGAS OF THE CREDIT FIRST NATION**  
**Winter Maintenance Policy and Procedures**



**PUBLIC WORKS DEPARTMENT**

**Winter Maintenance Policy and Procedures**

Approved Date: November 22, 2023

Motion No. 7

MOVED BY: Councillor Erma Ferrell      SECONDED BY: Councillor Ashley Sault

That the MCFN Infrastructure & Environmental Stewardship Council approves the Winter Maintenance Policy and Procedures as presented prepared by the Public Works Department effective immediately to address the yearly Winter Maintenance Program for MCFN Members / Clients

Implementation Date: November 22, 2023

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Amended Date:

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## 1. PREAMBLE

- a. The Mississaugas of the Credit First Nation will provide Winter Maintenance Program service for MCFN band members aged 60 and over, living on the MCFN and to those who are under 60 years of age who require the service **and** are eligible through the Home and Community Care Program. (Existing Home and Community Care (HCC) client).

## 2. ELIGIBILITY

- a. Eligible Members are asked to apply for this service. Eligible members will find applications on the MCFN web site or by contacting the Program Administrator. They will be able to deliver completed applications to the Agimaw Gamig Bldg #1 – Attention Public Works Department or email (address below). Alternatively, Eligible Members can print a copy and submit in person by hand or email. The following information will be required when filling out the application,
  - i) Name
  - ii) Band number
  - iii) Date of birth
  - iv) Address
  - v) Contact number
  - vi) Signature
- b. Special circumstances will be made for member and non-member clients for health-related issues and approved by the Social & Health Department - Home and Community Care Coordinator.
- c. MCFN members must reside at the residence being serviced.
- d. All non MCFN member applicants can only receive this service if they meet the criteria and are active clients through the HCC program.

## 3. PROGRAM ADMINISTRATOR

- a. The Program Administrator (Infrastructure Maintenance Worker- Grounds 905-516-3700) will administer this program in collaboration with the Contractor. Confirm the information provided and if found to meet criteria (i.e. eligibility requirements) approve the application and the member/client's name will be added to current Winter Maintenance Program. Denied applicants will be notified by MCFN by mail.

## 4. APPLICATIONS

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- a. Applications will have a specified closing date (October 1<sup>st</sup>), all applications received after closing date will require approval from MCFN Executive Director of Operations for special circumstances only.

### 5. SCREENING PROCESS

- a. Social and Health Department (S&H) will determine potential clients who would qualify under the Home and Community Care (HCC) Program using their screening and application process. If a potential client has been approved by S&H – Home and Community Care Coordinator their name and address will be forwarded to the Program Administrator who will then add the client to the current Winter Maintenance Program list.

### 6. MEMBER/CLIENT LIST

- a. Once a member/client has been added to the Winter Maintenance Program List their name will remain on the list annually. The member/client will remain on the list until:
  - i) A request to be removed has been received.
  - ii) The member/client moves from this address.
  - iii) The member/client passes.
  - iv) The member/client has a change of circumstances.

### 7. SCOPE OF WORK

- a. The following details the scope of work required to be completed by the Contractor will form part of the written contract to be executed.
- b. MCFN will provide the Contractor's contact information to clients upon request, to allow member/client to contact the Contractor directly, when necessary.
- c. Work Task and Guidelines – All Areas:
  - i) All HCC clients will receive priority service.
  - ii) Consideration regarding start and completion times of winter maintenance must be given to surrounding neighbors. For changing weather conditions, Winter Maintenance may begin as early as 3:00 am.
  - iii) Winter Maintenance will be required when 5cm of accumulation occurs.
  - iv) Contractor will provide salt/sand in freezing rain weather conditions.
  - v) Contractor will not be required to exit vehicle to shovel snow or move member/client property.
  - vi) Contractor will NOT push snow across roadways.
  - vii) Contractor may be required to return to previously serviced addresses if accumulation continues throughout the day and/or drifting snow becomes an issue.

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- viii) Contractor will be forwarded the most current member/client list with contact numbers for communication purposes.
- ix) All pet waste, garbage, and debris (ex: toys, bicycles etc.) must be removed from the area **by homeowner, tenant etc.** prior to winter maintenance being performed. Contractor will not be responsible to clean area prior to service being completed.
- x) All site furniture such as: picnic tables, benches, trampolines, garbage cans, etc., will not be moved by Contractor, this will ensure no damage to member/clients' property.
- xi) Contractor to perform Winter Maintenance at driveway entrances when blocked due to MCFN road maintenance.
- xii) Contractor will make serviced areas accessible for members/clients and emergency vehicles.
- xiii) Contractor will plan for future Winter Maintenance storage location and communicate accordingly with member/client.
- xiv) Contractor will determine length of driveway and agreed upon by Program Administrator.
- xv) Contractor, member/client to have ongoing communication throughout season to address any issues during Winter Maintenance Program.

### 8. WINTER MAINTENANCE SCHEDULE

- a. Winter Maintenance is to start no later than October 1<sup>st</sup> of each contract year and continue until March 31<sup>st</sup>. If Winter Maintenance needs to start earlier due to weather conditions, Contractors will be notified and MCFN reserves the right to lengthen the Winter Maintenance season.
- b. If Winter Maintenance is occurring at a rate where the weather conditions will impede the Contractor's ability to effectively meet the specifications of the contract, the Contractor at their discretion recommend to the Program Administrator for additional service. If an additional service is approved, the regular charges will apply.
- c. MCFN reserves the right to request additional service if deemed necessary at the price per service charge.

### 9. SITE INSPECTIONS

- a. The Contractor is responsible for logging and reporting information regarding each service location prior to/during/after the service and provide this information to the Program Administrator (if requested).
- b. The Contractor must notify MCFN in the following manner for the reporting information as described above:

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- i) Email / consult with the Program Administrator (Jeremy.Sardine@mncfn.ca) at time of any notable or hazardous issues (ex: property damage; health & safety items)
- ii) Provide details of inspection/issue including date/time of report/incident, detailed description of issues including names/contact info for all people involved and photos
- iii) If an issue is of an urgent nature and after hours (i.e., weekends, holidays, or Monday-Friday before 7:00 am or after 3:00 pm) please call Program Administrator at 905-516-3700

### 10. LICENSE, INSURANCE & EQUIPMENT

#### a. Contractor is responsible for the following:

- i) To provide copies of valid driver's licenses for all operators performing the service
- ii) Insurance coverage
- iii) Proof of insurance
- iv) Equipment – repairs/replacement
- v) Damage to member/client property
- vi) The contractor agrees to save harmless and fully indemnify MCFN from and against all claims, liabilities, and demands arising directly or indirectly from any negligent act or omission of the Contractor.
- vii) MCFN will have no legal attachment to said contractor, contractor's equipment, contractor's employees, contractor's sub-contractors.
- viii) The contractor will be cognizant and comply with all MCFN Health & Safety policies. Copies can be provided at the Contractor's request.

### 11. CONTRACT COMMENCEMENT AND DURATION

- a. The contractor will submit a fully executed contract prior to the commencement date of October 1<sup>st</sup> of each contract year and continue until March 31<sup>st</sup>.

### 12. REPORTING

- a. Upon completion of services rendered the Contractor to identify each member/client and the date and time of service and an official invoice will be submitted to the Program Administrator for payment processing.
- b. Failure to comply with this requirement may result in a delay in payment until all documentation is submitted as required.

### 13. SAFETY CONSIDERATIONS

- a. To ensure the Health and Safety of the Contractor, it is solely the member/client's responsibility to control all animals by securing or removing them from the

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intended work area. Communication between the Program Administrator and Contractor will be maintained.

- b.** Member/clients participating in the Winter Maintenance Program are consenting to allow the Contractor's vehicle to enter the property safely and remain off the roadway.
- c.** Contractor to comply with all MCFN Health and Safety policies. Copies of this policy can be provided upon request.

### **14. AGREEMENT TERMS**

- a.** MCFN reserves the right to terminate the agreement without cause and with fourteen (14) days written notice to the Contractor.
- b.** The right to terminate the agreement can only be exercised by a recommendation of the Public Works Department and with approval from the Executive Director of Operations
- c.** The signed agreement may be amended, extended when agreed upon by both parties.